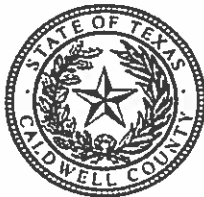


COMMISSIONER'S COURT AGENDA

March 25, 2019

Commissioners Court – March 25, 2019

NOTICE OF A MEETING OF THE COMMISSIONERS COURT
OF CALDWELL COUNTY, TEXAS



Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 25th day of March, 2019 at 9:00 A.M. in the 2nd Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Call Meeting to Order.

Invocation. Lockhart Ministerial Alliance

Pledge of Allegiance to the Flags.

(Texas Pledge: 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 comments 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 in the amount of \$ 300,696.64; Backup: 26
2. Ratify re-occurring County payments in the amount of:
 - A. \$ 290,373.87 (Payroll for 02/17/2019 – 03/02/2019); Backup: 21
 - B. \$ 87,816.47 (Payroll Tax for 02/17/2019 – 03/02/2019); Backup: 2
 - C. \$154,259.90 (TAC BCBS March 2019); Backup: 4
 - D. \$15,614.92 (Insurance Benefits March 2019); Backup: 5
3. To accept the February 2019 Tax Collection Report submitted by the Caldwell County Appraisal District.; Backup: 4

Filed this 21st day of March 2019
3:57 P.M.
TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Kathrina Regina Deputy

4. **To accept CASA's Internal Revenue Service 501c3 designation letter and Financial Audit FY06/30/18; Backup: 51**
5. **To approve Purchasing Agent's request to accept contract 18CCP02A amendment between Caldwell County Mowing Maintenance and Abescape Landscape LLC. Backup: 11.**
6. **To accept the Caldwell County Budget Calendar FY2020. Backup: 2**
7. **To accept \$60.00 donation for marriage services performed by County Judge; Backup: 1**
8. **To accept and pay Notary Bond #7213104 for Executive Assistant, Esmeralda Chan. Backup: 2**
9. **To approve the Budget Transfer/Amendment Request FY 2018-2019 for the Caldwell County Court at Law as reflected on Budget Amendment Form. Backup: 2**
10. **To approve Contract 18CCP04A Amendment for Signature on the GLO-CDBG Professional Engineer Services with Doucet & Associates. Backup: 49**
11. **To ratify the submission of a letter to the Economic Development Administration in regard to the Caldwell County EDA Application and Right-of-Way Match Commitment. Backup: 2**

SPECIAL PRESENTATIONS

Digital Ambassador Grant from Microsoft and 4-H presentation to increase internet in Caldwell County. Speakers Elsie Lacy and 4-H Youth

Mr. Eric Aguirre and Pre-Trial Bond Officer, Mr. Christopher Lindsey to present annual Pre-Trial Bond Report.

Dan Gibson, City of Lockhart City Planner, to give presentation on proposed grant project for realignment of San Antonio Street and Commerce Street.

AGENDA ACTION ITEMS

12. **Discussion/Action regarding the burn ban. Cost: None; Speaker: Judge Haden / Carine Chalfoun; Backup: None.**
13. **Discussion/Action to approve budget amendment from Contingency 001-6510-4860 to Constable 4 Machinery and Equipment, 001-4324-5310 for vehicle cameras and**

installation. **Cost: \$2644; Speaker: Commissioner Roland/ Constable Villarreal/ Barbara Gonzales; Backup: 4**

14. **Discussion/Action** to approve increased revenue line item 002-3000-0300/FEMA Reimbursement in the amount of \$413,895 and increasing budget line item 002-1101-3135/ Designated for Road Construction in the amount of \$413,895 netting a \$0 cost to Unit Road. **Cost: None; Speaker: Dennis Engelke/ Barbara Gonzales/ Judge Haden; Backup: 5**
15. **Discussion/Action** to accept public improvements in Sunrise Meadows Phase 2 for permanent county maintenance and to release the maintenance bond posted by Insurors Indemnity Company as security against damages or defected work for public improvements as provided by subsections 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Roland/ Donald LeClerc; Backup:6**
16. **Discussion/Action** to accept public improvements in Dale Oaks Subdivision for permanent county maintenance and to release the cashier's check in the amount of \$27,399.68 remitted by A&S Construction Inc. as security against damages or defected work for public improvements in Dale Oaks Subdivision as provided by subsection 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Roland/ Donald LeClerxc; Backup: 3**
17. **Discussion/Action** to approve a no-cost extension of the Meadow Center's Professional Services Agreement for services to be rendered on behalf of the Caldwell County Criminal Justice Center TCEQ 319 Grant for water dissipation and parking lot enhancement project to coincide with the TCEQ project extension of February 29, 2020. **Cost: None; Speaker Commissioner Westmoreland/Dennis Engelke; Backup: 16**
18. **Discussion/Action** to approve the Interlocal Cooperation Contract pertaining to the Tobacco Enforcement Program between Texas State University (Texas School Safety Center) and the Caldwell County Constable's Office, Precinct 3. **Cost: None; Speakers: Judge Haden/Dennis Engelke/Steve Kinney; Backup: 9**
19. **Discussion/Action** to formally create the Caldwell County Grants Department and adopt proposed guidelines and policies. **Cost: None; Speakers: Judge Haden/Dennis Engelke; Backup: 6**
20. **Discussion/Action** to approve a resolution supporting the submission of an application to the Office of Attorney General for the "Other Victim Assistance Grant" (OVAG). **Cost: None; Speakers: Judge Haden/Dennis Engelke; Backup: 2**
21. **Discussion/Action** to enter into a contract with iDocket.com, LLC to grant access to District Clerks court docket data on the internet at no cost to the County. To provide a service to the

public, especially attorneys and bondsmen. **Speaker: Cost: None; Judge Haden/Tina Freeman; Backup: 2**

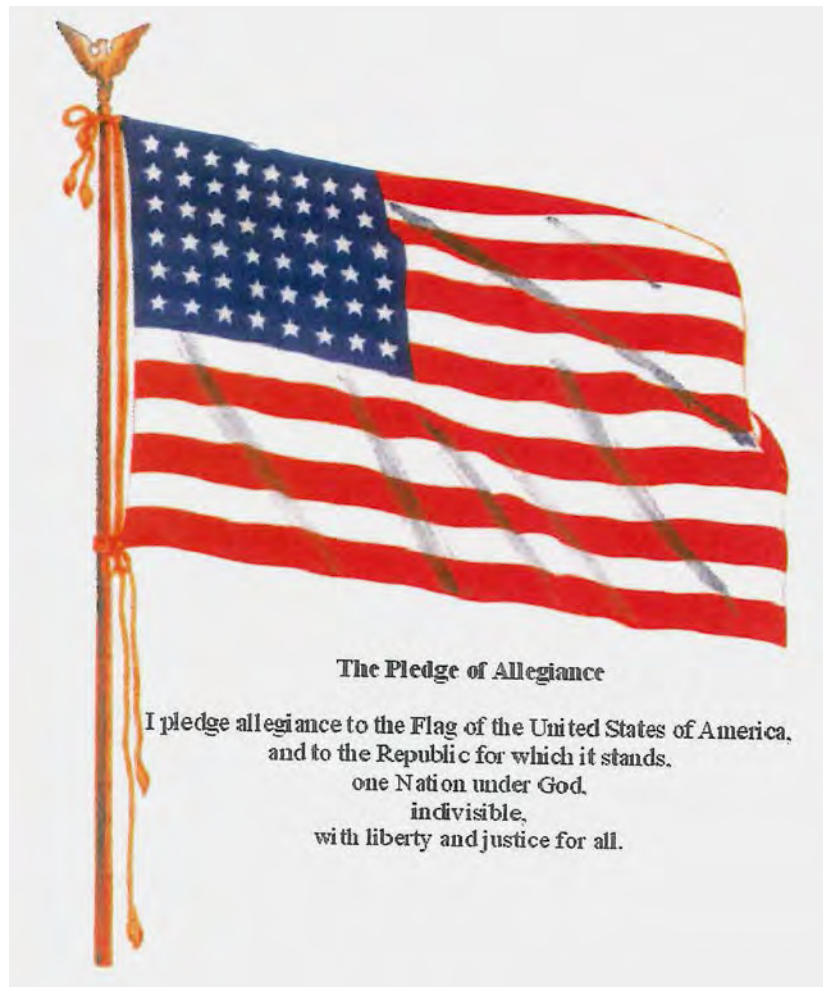
22. **Discussion/Action** regarding the installation of gates on South East River Road near the Morrison Creek Crossing. **Cost: \$1,500; Speaker: Commissioner Theriot; Backup: 1**
23. **Discussion / Action** to consider a variance request from the 5-year provision to be able to sell early due to a hardship on a recorded Family Land Grant that was recorded in August of 2015. **Cost: None. Speaker: Commissioner Shelton / Kasi Miles. Backup: 19.**
24. **Discussion/Action** to consider approval for the Walton Caldwell Valley “Lockhart Portion” Development Standards Agreement. **Cost: None; Speaker: Commissioner Theriot/Kasi Miles; Backup: 35**
25. **Discussion / Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for State Park Acres on State Park Road (FM20). **Cost: None Speaker: Commissioner Theriot/ Kasi Miles Backup: 14**
26. **Discussion/Action** to determine whether to reimburse property taxes for Fashion Glass and Mirror in the full amount of \$14,689.13 or proration based on jobs created at \$12,191.98. **Cost: \$14,689.13; Speaker: Judge Haden: Backup: 4**
27. **Discussion/Action** to execute a Professional Services Agreement with EWEAC for consulting purposes including but not limited to economic development opportunities and infrastructure relating to public safety for a term commencing on 3/25/2019 and continue in effect until 12/31/2020. **Cost: TBD; Speaker: Judge Haden; Backup: 7**
28. **EXECUTIVE SESSION** pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of the Executive Assistant – County Judge – Esmeralda Chan. Possible action may follow in open court. **Cost: TBD; Speaker: Judge Haden; Backup: None**
29. **EXECUTIVE SESSION** pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of Caldwell County Commissioner Pct. 2 – Barbara Shelton. Possible action may follow in open court. **Cost: None; Speaker: Judge Haden; Backup: None.**

30. 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

Invocation – Lockhart Ministry Alliance

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 in the amount of \$ 300,696.64; Backup: 26**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *Approve Payment of County invoices in the amount of \$300,696.64*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____

4. Backup Materials: No backup materials *26* Total # of pages of backup material

5. 

Signature of Court Member
Exhibit A

3/19/19

Date



Caldwell County, TX

Expense Approval Register

Packet: APPKT03000 - 3/25/19 A/P Run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
MAILROOM FINANCE, INC	30719 CCJC	ACCT # 7900 0440 8038 549	POSTAGE INVENTORY	001-1370	3,000.00
					3,000.00
Department : 2120 - COUNTY TREASURER					
DEWITT POTH & SON	564890-0	CUST # 12430 SPOTPAPER - L	OFFICE SUPPLIES	001-2120-3110	151.54
DEWITT POTH & SON	564902-0	CUST # 12430 PEN, STK, INK	OFFICE SUPPLIES	001-2120-3110	4.81
Department 2120 - COUNTY TREASURER Total:					156.35
Department : 2140 - TAX ASSESSOR - COLLECTOR					
OFFICE DEPOT	278032262001	ACCT # 43682634 PAPER, C	OFFICE SUPPLIES	001-2140-3110	211.96
Department 2140 - TAX ASSESSOR - COLLECTOR Total:					211.96
Department : 2150 - COUNTY CLERK					
PRINTING SOLUTIONS	21701	TERESA R CLERKS OFFICE - ST	OFFICE SUPPLIES	001-2150-3110	19.75
PRINTING SOLUTIONS	21661	TERESA RODRIGEZ / COUNTY	OFFICE SUPPLIES	001-2150-3110	59.50
CDCAT REGION IV	31119	DEBRA FLORES - DEPUTY CO	TRAINING	001-2150-4810	15.00
CDCAT REGION IV	31219	TERESA RODRIGUEZ - COUN	TRAINING	001-2150-4810	15.00
Department 2150 - COUNTY CLERK Total:					109.25
Department : 3200 - DISTRICT ATTORNEY					
DEWITT POTH & SON	554696-1	CUST # 12430 PAPER, PHOT	OFFICE SUPPLIES	001-3200-3110	22.30
DEWITT POTH & SON	563201-0	CUST # 12430 PAPER, TDLM	OFFICE SUPPLIES	001-3200-3110	172.04
DAVID BROOKS, ATTORNEY	22019	LEGAL CONSULTATION SERVI	PUBLICATIONS	001-3200-4315	200.00
TRANSUNION RISK AND ALT	30119	ACCT # 234599 BILLING PERI	DUES & SUBSCRIPTIONS	001-3200-3050	67.00
WEST GROUP PAYMENT CEN	839854110	ACCT # 1004742988 FEBRU	PUBLICATIONS	001-3200-4315	324.00
WEST GROUP PAYMENT CEN	839862298	ACCT # 1000732986 FEBRUA	PUBLICATIONS	001-3200-4315	196.00
DEWITT POTH & SON	565563-0	CUST # 12430 SPOTPAPER, -	OFFICE SUPPLIES	001-3200-3110	165.59
Department 3200 - DISTRICT ATTORNEY Total:					1,146.93
Department : 3220 - DISTRICT CLERK					
DEWITT POTH & SON	565857-0	CUST # 12430 TAPE, ROLL, I	OFFICE SUPPLIES	001-3220-3110	57.14
Department 3220 - DISTRICT CLERK Total:					57.14
Department : 3230 - DISTRICT JUDGE					
THE LAW OFFICES OF CARRIE	17-FL-287 7	CAUSE # 17-FL-287 Z.M.R. E	ADULT - INDIGENT ATTORNE	001-3230-4160	77.00
THE LAW OFFICES OF CARRIE	17-FL-357 7	CAUSE # 17-FL-357 NLT & A	ADULT - INDIGENT ATTORNE	001-3230-4160	658.00
CINDY A. DURAN	17-FL-502 4	CAUSE B# 17-FL-502 D,V,	ADULT - INDIGENT ATTORNE	001-3230-4160	252.00
WALTER S. DEAN, SR.	18-078	CAUSE # 18-078 AUSTIN LYN	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
WALTER S. DEAN, SR.	18-078	CAUSE # 18-078 AUSTIN LYN	ADULT - INDIGENT ATTORNE	001-3230-4160	575.00
THE LAW OFFICES OF CARRIE	18-FL-004 7	CAUSE # 18-FL-004 AGP & J	ADULT - INDIGENT ATTORNE	001-3230-4160	294.00
TAHLIA T. STEWART	18-FL-110 4	CAUSE # 18-FL-110 N.A.	ADULT - INDIGENT ATTORNE	001-3230-4160	574.00
THE LAW OFFICES OF CARRIE	18-FL-118 78	CAUSE # 18-FL-118 B.B.S.B	ADULT - INDIGENT ATTORNE	001-3230-4160	161.00
THE LAW OFFICES OF CARRIE	18-FL-185 4	CAUSE # 18-FL-185 P.G., A.G	ADULT - INDIGENT ATTORNE	001-3230-4160	35.00
THE LAW OFFICES OF CARRIE	18-FL-235 3	CAUSE # 18-FL-235 B. & C. C	ADULT - INDIGENT ATTORNE	001-3230-4160	84.00
CINDY A. DURAN	18-FL-309 2	CAUSE # 18-FL-309 Z.R.	ADULT - INDIGENT ATTORNE	001-3230-4160	280.00
THE LAW OFFICES OF CARRIE	18-FL-448 3	CAUSE # 18-FL-448 PG / JG	ADULT - INDIGENT ATTORNE	001-3230-4160	140.00
CINDY A. DURAN	18-FL-503	CAUSE # 18-FL-503 A,C,/B.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	532.00
THE LAW OFFICES OF CARRIE	18-FL-595 1	CAUSE # 18-FL-595 G.	ADULT - INDIGENT ATTORNE	001-3230-4160	280.00
CINDY A. DURAN	18-FL-595	CAUSE # 18-FL-595 L.G.	ADULT - INDIGENT ATTORNE	001-3230-4160	301.00
THE LAW OFFICES OF CARRIE	19-FL-047	CAUSE # 19-FL-047 G/M	ADULT - INDIGENT ATTORNE	001-3230-4160	672.00
WALTER S. DEAN, SR.	18-185	CAUSE # 18-185 ROBERT ME	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
WALTER S. DEAN, SR.	18-185	CAUSE # 18-185 ROBERT ME	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
WALTER S. DEAN, SR.	18-226	CAUSE # 18-226 CARLOS W	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
WALTER S. DEAN, SR.	18-226	CAUSE # 18-226 CARLOS W	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
AISHA WHITE-THOMPSON, C	14-682	STATE OF TEX V. ANTHONY	ADMINISTRATIVE EXPENDIT	001-3230-4011	1,391.00
Department 3230 - DISTRICT JUDGE Total:					7,621.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 3240 - COUNTY COURT LAW					
WEST GROUP PAYMENT CEN	6126176631	ACCT # 1005230994 EDWA	MISCELLANEOUS	001-3240-4850	118.00
WEST GROUP PAYMENT CEN	839824703	ACCT # 1005230994 1/05 -	MISCELLANEOUS	001-3240-4850	118.00
OFFICE DEPOT	268632359002	ACCT # 43682634 LUBRICAN	OFFICE SUPPLIES	001-3240-3110	4.39
KLEON C. ANDREADIS	17-225	CAUSE # 17-225, 17-226 & 1	ADULT - INDIGENT ATTORNE	001-3240-4160	3,480.00
DAN MCCORMACK	2696-18CC	CAUSE # 2696-18CC OA-R	JUVENILE - INDIGENT ATTOR	001-3240-4180	175.00
DAVID MENDOZA	2695-18C	CAUSE # 2695-18CC R.B.	JUVENILE - INDIGENT ATTOR	001-3240-4180	400.00
HOLLIS WILBURN BURKLUND	17-J-2600 /18-J-2701	CAUSE # 17-J-2600 / 18-J-27	JUVENILE - INDIGENT ATTOR	001-3240-4180	600.00
HOLLIS WILBURN BURKLUND	18-J-2725	CAUSE # 18-J-2725 CHRISTIA	JUVENILE - INDIGENT ATTOR	001-3240-4180	500.00
BOVIK & MEREDITH P.C.	2703-1800	CAUSE # 2703-1800 G.I.M.	JUVENILE - INDIGENT ATTOR	001-3240-4180	200.00
DAN MCCORMACK	2708-18	CAUSE # 2708-18 B.M.A.	JUVENILE - INDIGENT ATTOR	001-3240-4180	210.00
HOLLIS WILBURN BURKLUND	2728-19CC	CAUSE # 2738-19CC	JUVENILE - INDIGENT ATTOR	001-3240-4180	200.00
HOLLIS WILBURN BURKLUND	2739-19CC	CAUSE # 2739-19CC JAIR OLI	JUVENILE - INDIGENT ATTOR	001-3240-4180	175.00
Department 3240 - COUNTY COURT LAW Total:					6,180.39
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
DEWITT POTH & SON	564556-0	CUST # 12430 CRTDG, HP 93	OFFICE SUPPLIES	001-3251-3110	709.29
MELANIE BOWDEN	30519	ANNUAL TRAINING 2/19 - 20	TRAINING	001-3251-4810	86.00
ADRIANZA WALKER	30519	ANNUAL TRAINING 2/19 - 20	TRAINING	001-3251-4810	324.96
Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:					1,120.25
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
CARL R. OHLENDORF INSURA	16844	POLICY # 62344376 ACCT # C	EMPLOYEE BONDING	001-3254-2070	50.00
DEWITT POTH & SON	565363-0	CUST # 12430 SORTER, INCLI	OFFICE SUPPLIES	001-3254-3110	192.91
Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:					242.91
Department : 4300 - COUNTY SHERIFF					
OFFICE DEPOT	271080007002	ACCT # 43682634 RECWALLE	OPERATING SUPPLIES	001-4300-3130	5.92
OFFICE DEPOT	274428595001	ACCT # 43682634 TAPE, CO	OPERATING SUPPLIES	001-4300-3130	22.66
LOCKHART POST REGISTER	00086757	COUNTY SHERIFF - 02/14 & 2	OPERATING SUPPLIES	001-4300-3130	17.00
OFFICE DEPOT	277588122001	ACCT # 43682634 POUCH, L	OPERATING SUPPLIES	001-4300-3130	73.44
OFFICE DEPOT	278063199001	ACCT # 43682634 INK, HP 9	OPERATING SUPPLIES	001-4300-3130	90.02
DEWITT POTH & SON	564581-0	CUST # 12430 SPOTPAPER - L	OPERATING SUPPLIES	001-4300-3130	213.00
OFFICE DEPOT	280360936001	ACCT # 43682634 OD DUR V	OPERATING SUPPLIES	001-4300-3130	26.91
OFFICE DEPOT	280361195001	ACCT # 43682634 BINDER C	OPERATING SUPPLIES	001-4300-3130	73.90
CARL R. OHLENDORF INSURA	16845	POLICY # 70268962 ACCT # C	OPERATING SUPPLIES	001-4300-3130	250.00
KERN SCHOOLS FEDERAL CR	LANO4146	GRAND JURY SUBPOENA CAS	OPERATING SUPPLIES	001-4300-3130	27.85
OFFICE DEPOT	271080007001	ACCT # 43682634 DVD-R, VE	OPERATING SUPPLIES	001-4300-3130	166.14
OFFICE DEPOT	271083280001	ACCT # 43682634 100PK CD	OPERATING SUPPLIES	001-4300-3130	20.61
MARCUS FRANKS	233663	FEES FROM IMPOUND	IMPOUND FEES	001-4300-3150	7,709.06
Department 4300 - COUNTY SHERIFF Total:					8,696.51
Department : 4310 - COUNTY JAIL					
PRINTING SOLUTIONS	21541	HOUSING CARDS	OPERATING SUPPLIES	001-4310-3130	301.00
OFFICE DEPOT	274424323001	ACCT # 43682634 FOLDER, L	OPERATING SUPPLIES	001-4310-3130	185.56
SETON FAMILY OF HOSPITAL	3707144V8363	MORGAN WILLIAM - DOB: 1	EMPLOYEE PHYSICALS	001-4310-4135	65.00
OFFICE DEPOT	254756627002	ACCT # 43682634 COMB, BI	OPERATING SUPPLIES	001-4310-3130	55.84
SPRINGHILL SUITES	021919	TABITHA CARROLL - 3/31 - 4/	TRAINING	001-4310-4810	170.00
SPRINGHILL SUITES	2192019	BRANDI VINKLAREK 3/31 -	TRAINING	001-4310-4810	170.00
SETON FAMILY OF HOSPITAL	3718960V8363	ANTHONY R. MCCAULEY - D	EMPLOYEE PHYSICALS	001-4310-4135	65.00
SETON FAMILY OF HOSPITAL	3719978V8363	ASHLEE WATTS - DOB: 8/21/	EMPLOYEE PHYSICALS	001-4310-4135	65.00
SETON FAMILY OF HOSPITAL	3720003V8363	ALLYSON WATTS - DOB: 7/29	EMPLOYEE PHYSICALS	001-4310-4135	65.00
SETON FAMILY OF HOSPITAL	3720285V8363	LARRY D. SHAFFER - DOB: 9/	EMPLOYEE PHYSICALS	001-4310-4135	65.00
FERRIS JOSEPH PRODUCE, IN	107609	25 LB 5X5 TOMATOES XLG	FOOD SUPPLIES	001-4310-3100	145.50
FIRETROL PROTECTION SYST	100578708	CUST # 4700021 REPAIR THE	REPAIRS & MAINTENANCE	001-4310-4510	3,069.08
FERRIS JOSEPH PRODUCE, IN	107617	BANANAS EA	FOOD SUPPLIES	001-4310-3100	107.20
GRAINGER	9098132435	ACCT # 841505548 BOUFFA	REPAIRS & MAINTENANCE	001-4310-4510	10.10
PFG-TEMPLE	9442200	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,131.36
JAN FORD MUSTIN PH.D, P.C	02262019 2	CLIENT, WATTS, ALLYSON	EMPLOYEE PHYSICALS	001-4310-4135	295.00
JAN FORD MUSTIN PH.D, P.C	02262019 3	CLIENT: SHAFFER, LARRY	EMPLOYEE PHYSICALS	001-4310-4135	295.00
JAN FORD MUSTIN PH.D, P.C	02262019	CLIENT: WATTS, ASHLEE	EMPLOYEE PHYSICALS	001-4310-4135	295.00
FERRIS JOSEPH PRODUCE, IN	107633	CILANTRO EA	FOOD SUPPLIES	001-4310-3100	32.07
FLOWERS BAKING CO. OF SA	2038381272	CUST # 00400783309 OBSO	FOOD SUPPLIES	001-4310-3100	257.04

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CATHY SHULER, RD,LD	22619	4 WEEK CYCLE MENUS	PROFESSIONAL SERVICES	001-4310-4110	90.00
FARMER BROTHERS. CO.	68871466	ACCT # 6302473 ICETEA BLA	FOOD SUPPLIES	001-4310-3100	357.76
ATCO INTERNATIONAL	I0525047	CUST ID: 126786 SEEK N' DE	OPERATING SUPPLIES	001-4310-3130	167.00
SYSCO CENTRAL TEXAS, INC	313290080	CUST # 043430 DAIRY/MEAT	FOOD SUPPLIES	001-4310-3100	951.83
SYSCO CENTRAL TEXAS, INC	313290080	CUST # 043430 DAIRY/MEAT	OPERATING SUPPLIES	001-4310-3130	271.30
SYSCO CENTRAL TEXAS, INC	313290081	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	298.70
M.B. HAMMO ENTERPRISES,	6423	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	414.37
FERRIS JOSEPH PRODUCE, IN	107658	BANANAS EA	FOOD SUPPLIES	001-4310-3100	130.00
FLOWERS BAKING CO. OF SA	2038381290	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	116.64
PFG-TEMPLE	9446301	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	926.94
THE LULING NEWSBOY & SIG	20719	HELP WATED - CORRECTION	OPERATING SUPPLIES	001-4310-3130	198.40
OFFICE DEPOT	271179987001	ACCT # 43682634 BOX, LTR/	OPERATING SUPPLIES	001-4310-3130	236.16
FERRIS JOSEPH PRODUCE, IN	107660	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	254.70
SYSCO CENTRAL TEXAS, INC	313298667	CUST # 043430 DAIRY/MEAT	FOOD SUPPLIES	001-4310-3100	1,381.97
SYSCO CENTRAL TEXAS, INC	313298667	CUST # 043430 DAIRY/MEAT	OPERATING SUPPLIES	001-4310-3130	80.97
UNIFIRST CORPORATION	822 2172309	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
TEXAS STATE NOTARY BURE	124553508	GARY FILIAU -STAMP & BOO	OPERATING SUPPLIES	001-4310-3130	45.89
BLUEBONNET TRAILS MHMR	27-02-2019	ANASAZI VENDOR # 5915 M	PROFESSIONAL SERVICES	001-4310-4110	800.00
Department 4310 - COUNTY JAIL Total:					13,632.39
Department : 4323 - CONSTABLES - PCT 3					
LAW ENFORCEMENT SYSTE	205953	ACCT # 78656 TX TRAFFIC TI	OFFICE SUPPLIES	001-4323-3110	338.00
Department 4323 - CONSTABLES - PCT 3 Total:					338.00
Department : 4325 - HIGHWAY PATROL					
APPLIED CONCEPTS, INC.	343692	CO-TX DPS 2X COUNTING UN	RENTALS	001-4325-4610	287.50
Department 4325 - HIGHWAY PATROL Total:					287.50
Department : 6510 - NON-DEPARTMENTAL					
CENTRAL TEXAS AUTOPSY, P	12685	CTA 400-18: HOLLY M. DEL R	AUTOPSY	001-6510-4123	2,100.00
CHARTER COMMUNICATION	0000426022819	ACCT # 8260 16 300 000042	Telephone	001-6510-4420	4,770.82
CHARTER COMMUNICATION	0000426022819	ACCT # 8260 16 300 000042	FAX & INTERNET	001-6510-4425	6,651.88
SWAGIT PRODUCTIONS, LLC	12439	ACCT # 2K130701CC FEBRU	PROFESSIONAL SERVICES	001-6510-4110	575.00
TEXAS ASSOCIATION OF COU	23561-WC2	POLICY YEAR 2019 2ND QUA	WORKERS' COMP.	001-6510-2040	48,031.00
THOMAS HARMON	31319	230 HOG TAILS	HOG - OUT PROGRAM	001-6510-4870	575.00
Joe Smith	31319	22 HOG TAILS	HOG - OUT PROGRAM	001-6510-4870	55.00
KENNETH TODD SMITH	31319	33 HOG TAILS	HOG - OUT PROGRAM	001-6510-4870	82.50
VALENTINE RAMIREZ	31319	138 HOG TAILS	HOG - OUT PROGRAM	001-6510-4870	345.00
JAY PRUITT	31319	59 TAILS	HOG - OUT PROGRAM	001-6510-4870	147.50
CALDWELL COUNTY TAX ASS	TAG # 1110345	JAIL 112 VAN TAG: 1110345	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1176283	UNIT ROAD D45 TAG: 11762	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1285548	BLDG MAINT BM3 TAGE: 128	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1285549	BLDG MAINT BM2 TAG: 128	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1285576	UNIT ROAD D1 TAG: 128557	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1342548	SHERIFF 1701 PATROL TAG:	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1342549	SHERIFF 1702 PATROL TAG:	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # 1364085	UNIT ROAD AD1 TAG: 13640	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # BS1Y476	SHERIFF 003 CID TAG: BS1Y4	MISCELLANEOUS	001-6510-4850	7.50
CALDWELL COUNTY TAX ASS	TAG # BS1Y477	SHERIFF 002 TRANSPORT TA	MISCELLANEOUS	001-6510-4850	7.50
RUTLEDGE CRAIN & COMPA	190301	BASIC FINANCIAL STATEMEN	PROFESSIONAL SERVICES	001-6510-4110	22,350.00
MAILROOM FINANCE, INC.	ORDER # O-00302724	ACCT # 7900 0440 8010 929	OFFICE SUPPLIES	001-6510-3110	350.00
MAILROOM FINANCE, INC.	ORDER #O-00302719	ACCT # 7900 0440 8010 929	OFFICE SUPPLIES	001-6510-3110	66.00
AT&T	3519	ACCT # 512 A13-0189 725 3	FAX & INTERNET	001-6510-4425	6,414.93
PITNEY BOWES GLOBAL FINA	3308351557	ACCT # 0017402255 CONTR	RENTALS	001-6510-4610	388.65
RICOH USA, INC.	101861411	ACCT # 505575-1010175A16	RENTALS	001-6510-4610	888.28
Department 6510 - NON-DEPARTMENTAL Total:					93,866.56
Department : 6520 - BUILDING MAINTENANCE					
UNIFIRST CORPORATION	822 2170347	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
LOCKHART HARDWARE	27577 /1	CUST # 11239 WEATHERSTR	BUILDING MAINTENANCE-LO	001-6520-3600	30.36
LOCKHART HARDWARE	27587 /1	CUST # 11239 DIRECT WIRE	BUILDING MAINTENANCE-LO	001-6520-3600	39.98
CINTAS CORPORATION #86	4017382903	SOLD TO: 13228013 PAYER #	UNIFORMS	001-6520-3140	81.02
LOCKHART HARDWARE	27601 /1	CUST # 11239 TIES CABLE 4"	CALDWELL CO. COURTHOUS	001-6520-5120	21.97

Expense Approval Register

Packet: APPKT03000 - 3/25/19 A/P Run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
LOCKHART HARDWARE	27605 /1	CUST # 11239 FROG TAPE 1.	CALDWELL CO. COURTHOUS	001-6520-5120	9.99
CENTRAL TEXAS REFUSE, INC	171621	ACCT # 0206545 9675 HIGH	JP3 SIMON BUILDING-MAXW	001-6520-3500	116.44
LOCKHART HARDWARE	27615 /1	CUST # 11239 CERMIC HTR O	BUILDING MAINTENANCE-LO	001-6520-3600	19.99
B-ALERT SECURITY SYSTEMS	338292	CUST # 677 JP 3	JP3 SIMON BUILDING-MAXW	001-6520-3500	25.00
TAYLOR SECURITY SYSTEMS,	77079	ACCT # 60-03-7272 F Q2-20	JUDICIAL CENTER-LOCKHART	001-6520-3550	111.00
TAYLOR SECURITY SYSTEMS,	77171	ACCT# 60-03-7285F FIRE Q2-	LULING ANNEX	001-6520-3510	111.00
UNIFIRST CORPORATION	822 2172573	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	45.31
UNIFIRST CORPORATION	822 2174995	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
UNIFIRST CORPORATION	822 2176886	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
LOCKHART HARDWARE	27633 /1	CUST # 11239 BATTERY ALK	BUILDING MAINTENANCE-LO	001-6520-3600	28.98
UNIFIRST CORPORATION	822 2172739	CUST # 222727 RTE # F2900	SLATER BUILDING-LULING	001-6520-3570	46.91
LOCKHART HARDWARE	27658 /1	CUST # 11239 SCREWS, NUT	BUILDING MAINTENANCE-LO	001-6520-3600	30.49
CAPITOL AUTO PARTS	07MA7354	CUST # L300 V-BELT-HIPOWE	JUDICIAL CENTER-LOCKHART	001-6520-3550	44.85
CAPITOL AUTO PARTS	07MA7374	CUST # L300 V-BELT-HI POW	JUDICIAL CENTER-LOCKHART	001-6520-3550	-10.86
CAPITOL AUTO PARTS	07MA7376	CUST # L300 BELT-POWERAT	JUDICIAL CENTER-LOCKHART	001-6520-3550	18.56
LOCKHART HARDWARE	27668 /1	CUST # 11239 UNIVERSAL OI	REPAIRS & MAINTENANCE	001-6520-4510	17.63
CINTAS CORPORATION #86	4017784427	SOLD TO: 13228013 PAYER	UNIFORMS	001-6520-3140	81.02
SMITH SUPPLY CO.- LOCKHA	802108	BLACK FLOOR FLANGE 1/2" S	REPAIRS & MAINTENANCE	001-6520-4510	28.00
LOCKHART HARDWARE	27685 /1	CUST # 11239 RECEPTACLE	JUDICIAL CENTER-LOCKHART	001-6520-3550	224.13
LOCKHART HARDWARE	27704 /1	CUST # 11239 SINGLE SIDED	CALDWELL CO. COURTHOUS	001-6520-5120	13.36
LOCKHART HARDWARE	27714 /1	CUST # 11239 QUANTUM AL	CALDWELL CO. COURTHOUS	001-6520-5120	107.96
UNIFIRST CORPORATION	822 2174658	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
TEXAS A&M AGRILIFE EXTEN	30819	SOIL, WATER AND FORAGE T	CALDWELL CO. COURTHOUS	001-6520-5120	120.00
Department 6520 - BUILDING MAINTENANCE Total:					1,930.67
Department : 6550 - ELECTIONS					
DEWITT POTH & SON	557573-0	CUST # 12430 SYSTEM # 828	OFFICE SUPPLIES	001-6550-3110	9.74
PAMELA OHLENDORF	22619	EXPENSE FORM 2/24 - 25/19	TRAINING	001-6550-4810	251.50
Department 6550 - ELECTIONS Total:					261.24
Department : 6560 - COMMISSIONERS COURT					
DEWITT POTH & SON	564421-0	CUST # 12430 CLEANER, AIR	OFFICE SUPPLIES	001-6560-3110	15.44
LEXISNEXIS RISK DATA MAN	1623451-20190228	BILLING ID: 1623451 FEBRU	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
DEWITT POTH & SON	C 556657-0	ACCT # 12430 BOARD, CALE	OFFICE SUPPLIES	001-6560-3110	-136.42
Department 6560 - COMMISSIONERS COURT Total:					-70.98
Department : 6570 - VETERAN SERVICE OFFICER					
PRINTING SOLUTIONS	21722	BUSINESS CARDS - AL DOS S	OFFICE SUPPLIES	001-6570-3110	68.00
Department 6570 - VETERAN SERVICE OFFICER Total:					68.00
Department : 6580 - HUMAN RESOURCES					
TEXAS DEPT. OF PUBLIC SAFE	CRS-201812-16132	12/18 - 19/18 SECURE SITE C	OFFICE SUPPLIES	001-6580-3110	3.00
Department 6580 - HUMAN RESOURCES Total:					3.00
Department : 6610 - IT-TECHNOLOGY					
DELL MARKETING L.P.	10291767218	CUST # 2120993 EQUAL LOG	REPAIRS & MAINTENANCE	001-6610-4510	2,398.23
Department 6610 - IT-TECHNOLOGY Total:					2,398.23
Department : 6630 - GRANT WRITING/ADMIN					
DENNIS ENGELKE	30519	MILEAGE REIMBURSEMENT	TRANSPORTATION	001-6630-4260	26.56
Department 6630 - GRANT WRITING/ADMIN Total:					26.56
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 19-006	PAYMENT # 90	ANIMAL CONTROL EXPENSES	001-7600-4114	954.50
Department 7600 - ANIMAL CONTROL Total:					954.50
Department : 7620 - COUNTY WELFARE					
TRAVIS COUNTY CLERK	C-1-MH-19-000263	CRITTENDEN, JANICE	SANITY HEARINGS	001-7620-4312	433.00
CITY OF LOCKHART	EMS 19-006	1/2 EMS LOSS FY 17-18 PAY	LOCKHART EMS	001-7620-4330	3,500.00
CITY OF LULING	31419	QUARTER ENDING - 12/31/1	LULING EMS	001-7620-4340	49,661.67
Department 7620 - COUNTY WELFARE Total:					53,594.67
Department : 8700 - COUNTY AGENT					
DEWITT POTH & SON	565867-0	CUST # 12430 FOLDER, 2 PO	OFFICE SUPPLIES	001-8700-3110	16.04
DEWITT POTH & SON	565869-0	CUST # 12430 SPOTPAPER -	OFFICE SUPPLIES	001-8700-3110	72.00
JULIE ZIMMERMAN	31319	HOUSTON LIVESTOCK SHOW	TRANSPORTATION	001-8700-4260	214.27

Expense Approval Register

Packet: APPKT03000 - 3/25/19 A/P Run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
JULIE ZIMMERMAN	22019	TRAVEL EXPENSE FOR FEBRU	TRANSPORTATION	001-8700-4260	141.87
LELTON WAYNE MORSE	30819	LIVE STOCK SHOW 3/05 - 0	TRANSPORTATION	001-8700-4260	569.97
ELSIE LACY	30819	FOOD CHALLENGE 2/05 - 28	MILEAGE REIMB- ADH DEMO	001-8700-4251	154.86
				Department 8700 - COUNTY AGENT Total:	1,169.01
				Fund 001 - GENERAL FUND Total:	197,002.04

Fund: 002 - UNIT ROAD FUND

Department : 1101 - ADMINISTRATION					
SEAN MATTHEW MANN	098303	ACCT # 2010 DIESEL EXST FLD	LUBRICANTS	002-1101-3170	255.84
PETROLEUM TRADERS CORP	1371651	ULTRA LOW SULFUR #2 DEIS	FUEL	002-1101-3163	9,186.16
LOCKHART HARDWARE	27595 /1	CUST # 11239 IMPACT DRIV	OPERATING SUPPLIES	002-1101-3130	199.99
PRINTING SOLUTIONS	21658	UNIT ROAD - RANDY BARRIN	OPERATING SUPPLIES	002-1101-3130	44.98
COLORADO MATERIALS, LTD.	264227	CUST # 1405 CATTLEMEN'S	AGGREGATE / GRAVEL	002-1101-3153	9,694.97
COLORADO MATERIALS, LTD.	264228	CUST # 1405 TOMAHAWK T	Designated for Road Const.	002-1101-3135	27,087.16
HOFMANN'S SUPPLY	837076	CUST # 01734 ACETYLENE S	RENTALS	002-1101-4610	103.84
LULING TIRE SERVICE	970192	BACK HOE FLAT	TIRES	002-1101-3190	15.00
SETON FAMILY OF HOSPITAL	299035C8363	GUERRERO, GENARO / PATIE	OPERATING SUPPLIES	002-1101-3130	65.00
COLORADO MATERIALS, LTD.	264680	CUST # 1405 CATTLEMEN'S	AGGREGATE / GRAVEL	002-1101-3153	19,051.49
PETROLEUM TRADERS CORP	1377060	ACCT # 990644/1 ULTRA SU	FUEL	002-1101-3163	5,707.84
SOUTHERN TIRE MART, LLC	4650005168	CUST # 142726 V-STL ULTRA	TIRES	002-1101-3190	3,530.50
TRANSFER EQUIPMENT REN	1	TRASH DUMP	OPERATING SUPPLIES	002-1101-3130	400.00
LOCKHART HARDWARE	27679 /1	CUST # 11239 RESPIRATOR N	OPERATING SUPPLIES	002-1101-3130	22.77
PATHMARK TRAFFIC PROD.	1660	18" X 24" CORO HIP ORANGE	SIGNS	002-1101-3181	139.00
				Department 1101 - ADMINISTRATION Total:	75,504.54

Department : 1102 - VEHICLE MAINTENANCE					
GLOSSERMAN AUTOMOTIVE	090904	ACCT # 2010 RAY ALTERNAT	SUPPLIES & SMALL TOOLS	002-1102-3136	235.16
GLOSSERMAN AUTOMOTIVE	092845	ACCT # 2010 NAPAGOLD AIR	SUPPLIES & SMALL TOOLS	002-1102-3136	230.30
GLOSSERMAN AUTOMOTIVE	093277	ACCT # 2010 NAPA HYDRAU	SUPPLIES & SMALL TOOLS	002-1102-3136	-29.68
GLOSSERMAN AUTOMOTIVE	093457	ACCT # 2010 NAPAGOLD FU	SUPPLIES & SMALL TOOLS	002-1102-3136	-69.02
SEAN MATTHEW MANN	098186	ACCT # 2010 NAPAGOLD FUE	SUPPLIES & SMALL TOOLS	002-1102-3136	203.32
HOLT TRUCK CENTERS	PIMA0304111	CUST # 0203700 VALVE GP-	SUPPLIES & SMALL TOOLS	002-1102-3136	139.84
O'REILLY AUTOMOTIVE, INC.	0642-255052	CUST # 188092 AIR FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	7.78
HOLT TRUCK CENTERS	WIMA0116361	CUST # 0203700 TROUBLES	REPAIRS & MAINTENANCE	002-1102-4510	765.00
CAPITOL AUTO PARTS	07MA3668	CUST # L310 STT LAMP, RED,	SUPPLIES & SMALL TOOLS	002-1102-3136	73.94
FREIGHTLINER OF AUSTIN	AP393958	CUST # 1638 GLASS	SUPPLIES & SMALL TOOLS	002-1102-3136	173.99
SEAN MATTHEW MANN	098656	ACCT # 2010 NAPAGOLD AIR	SUPPLIES & SMALL TOOLS	002-1102-3136	235.39
BILL'S TRUCK & TRAILER REP	38149	UNIT# 2 YR: 2012 MKE: VAVI	REPAIRS & MAINTENANCE	002-1102-4510	4,362.71
SEAN MATTHEW MANN	098668	ACCT # 2010 NAPAGOLD AIR	SUPPLIES & SMALL TOOLS	002-1102-3136	141.67
FLEETPRIDE	223271198	ACCT # 83215 SERVICE CHA	SUPPLIES & SMALL TOOLS	002-1102-3136	77.13
JOHN H. RODRIQUEZ, JR.	10642	08' FREIGHTLINER REPLACE	REPAIRS & MAINTENANCE	002-1102-4510	100.00
DOUBLE TUFF TRUCK TARP,	34248	RH BENT ARM	SUPPLIES & SMALL TOOLS	002-1102-3136	213.43
				Department 1102 - VEHICLE MAINTENANCE Total:	6,860.96

Department : 1103 - FLEET MAINTENANCE					
CINTAS CORPORATION #86	4017382836	SOLD TO: 13228085 PAYEE:	UNIFORMS	002-1103-2140	76.69
CAPITOL AUTO PARTS	07MA4405	CUST # L10358 AC DELCO OR	OPERATING SUPPLIES	002-1103-3135	26.64
LOCKHART MOTOR CO., INC.	T45265	CUST # 3810 CATALYST ASSY	OPERATING SUPPLIES	002-1103-3135	367.16
LULING CHEVROLET	101489	CUST # 1507 ACTUATOR	OPERATING SUPPLIES	002-1103-3135	42.66
				Department 1103 - FLEET MAINTENANCE Total:	513.15
				Fund 002 - UNIT ROAD FUND Total:	82,878.65

Fund: 003 - RECORDS PRESERVATION FUND

Department : 3000 - COUNTY CLERK EXP					
IMAGE-TEK, INC.	2888	ANNUAL MAINTENANCE - (DEE	SOFTWARE MAINTENANCE	003-3000-4520	2,175.00
				Department 3000 - COUNTY CLERK EXP Total:	2,175.00
				Fund 003 - RECORDS PRESERVATION FUND Total:	2,175.00

Fund: 010 - GRANT FUND

Department : 1000 - DEPARTMENTS - Header					
VERACITY AVAITION, LLC	21721	AIRCRAFT RENTAL 2/13/19	CONTRACTUAL	010-1000-5113	455.00
VERACITY AVAITION, LLC	21764	AIRCRAFT RENTAL 2/15/19	CONTRACTUAL	010-1000-5113	315.00
VERACITY AVAITION, LLC	21780	AIRCRAFT RENTAL - 2/15/19	CONTRACTUAL	010-1000-5113	487.50

Expense Approval Register

Packet: APPKT03000 - 3/25/19 A/P Run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
VERACITY AVAITION, LLC	21885	AIRCRAFT RENTAL - 2/21/19	CONTRACTUAL	010-1000-5113	245.00
JAY PRUITT	31319	59 TAILS	MISCELLANEOUS--OTHER	010-1000-4850	147.50
KENNETH TODD SMITH	31319	33 HOG TAILS	MISCELLANEOUS--OTHER	010-1000-4850	82.50
Joe Smith	31319	22 HOG TAILS	MISCELLANEOUS--OTHER	010-1000-4850	55.00
THOMAS HARMON	31319	230 HOG TAILS	MISCELLANEOUS--OTHER	010-1000-4850	575.00
VALENTINE RAMIREZ	31319	138 HOG TAILS	MISCELLANEOUS--OTHER	010-1000-4850	345.00
VERACITY AVAITION, LLC	22068	AIRCRAFT RENTAL - 3/09/19	CONTRACTUAL	010-1000-5113	560.00
Department 1000 - DEPARTMENTS - Header Total:					3,267.50
Department : 4310 - COUNTY JAIL					
PRINTING SOLUTIONS	112018	15 TRAC VISION SUMMIT BO	Vision Summit-Expenses-Jail	010-4310-3110	46.45
BLUEBONNET TRAILS MHMR	31219	FUND TO COUNSLOR SERVIC	Substantance Abuse Treatm	010-4310-4011	5,877.00
Department 4310 - COUNTY JAIL Total:					5,923.45
Department : 6650 - EMERG MGNT / HOMELAND SEC					
H2O PARTNERS, INC	113324	ASSIST W/SETTING UP PLAN	PROFESSIONAL SERVICES-H	010-6650-4110	9,450.00
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					9,450.00
Fund 010 - GRANT FUND Total:					18,640.95
Grand Total:					300,696.64

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	197,002.04
002 - UNIT ROAD FUND	82,878.65
003 - RECORDS PRESERVATION FUND	2,175.00
010 - GRANT FUND	18,640.95
Grand Total:	300,696.64

Account Summary

Account Number	Account Name	Expense Amount
001-1370	POSTAGE INVENTORY	3,000.00
001-2120-3110	OFFICE SUPPLIES	156.35
001-2140-3110	OFFICE SUPPLIES	211.96
001-2150-3110	OFFICE SUPPLIES	79.25
001-2150-4810	TRAINING	30.00
001-3200-3050	DUES & SUBSCRIPTIONS	67.00
001-3200-3110	OFFICE SUPPLIES	359.93
001-3200-4315	PUBLICATIONS	720.00
001-3220-3110	OFFICE SUPPLIES	57.14
001-3230-4011	ADMINISTRATIVE EXPEN	1,391.00
001-3230-4080	ADULT - ATTY LITIGATIO	15.00
001-3230-4160	ADULT - INDIGENT ATTO	6,215.00
001-3240-3110	OFFICE SUPPLIES	4.39
001-3240-4160	ADULT - INDIGENT ATTO	3,480.00
001-3240-4180	JUVENILE - INDIGENT AT	2,460.00
001-3240-4850	MISCELLANEOUS	236.00
001-3251-3110	OFFICE SUPPLIES	709.29
001-3251-4810	TRAINING	410.96
001-3254-2070	EMPLOYEE BONDING	50.00
001-3254-3110	OFFICE SUPPLIES	192.91
001-4300-3130	OPERATING SUPPLIES	987.45
001-4300-3150	IMPOUND FEES	7,709.06
001-4310-3100	FOOD SUPPLIES	5,793.01
001-4310-3130	OPERATING SUPPLIES	2,320.20
001-4310-4110	PROFESSIONAL SERVICE	890.00
001-4310-4135	EMPLOYEE PHYSICALS	1,210.00
001-4310-4510	REPAIRS & MAINTENAN	3,079.18
001-4310-4810	TRAINING	340.00
001-4323-3110	OFFICE SUPPLIES	338.00
001-4325-4610	RENTALS	287.50
001-6510-2040	WORKERS' COMP.	48,031.00
001-6510-3110	OFFICE SUPPLIES	416.00
001-6510-4110	PROFESSIONAL SERVICE	22,925.00
001-6510-4123	AUTOPSY	2,100.00
001-6510-4420	Telephone	4,770.82
001-6510-4425	FAX & INTERNET	13,066.81
001-6510-4610	RENTALS	1,276.93
001-6510-4850	MISCELLANEOUS	75.00
001-6510-4870	HOG - OUT PROGRAM	1,205.00
001-6520-3140	UNIFORMS	162.04
001-6520-3500	JP3 SIMON BUILDING-M	229.48
001-6520-3510	LULING ANNEX	157.91
001-6520-3550	JUDICIAL CENTER-LOCK	387.68
001-6520-3570	SLATER BUILDING-LULIN	46.91
001-6520-3600	BUILDING MAINTENANC	149.80
001-6520-4510	REPAIRS & MAINTENAN	45.63
001-6520-5120	CALDWELL CO. COURTH	751.22
001-6550-3110	OFFICE SUPPLIES	9.74
001-6550-4810	TRAINING	251.50
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-3110	OFFICE SUPPLIES	-120.98

Account Summary

Account Number	Account Name	Expense Amount
001-6570-3110	OFFICE SUPPLIES	68.00
001-6580-3110	OFFICE SUPPLIES	3.00
001-6610-4510	REPAIRS & MAINTENAN	2,398.23
001-6630-4260	TRANSPORTATION	26.56
001-7600-4114	ANIMAL CONTROL EXPE	954.50
001-7620-4312	SANITY HEARINGS	433.00
001-7620-4330	LOCKHART EMS	3,500.00
001-7620-4340	LULING EMS	49,661.67
001-8700-3110	OFFICE SUPPLIES	88.04
001-8700-4251	MILEAGE REIMB- ADH D	154.86
001-8700-4260	TRANSPORTATION	926.11
002-1101-3130	OPERATING SUPPLIES	732.74
002-1101-3135	Designated for Road Co	27,087.16
002-1101-3153	AGGREGATE / GRAVEL	28,746.46
002-1101-3163	FUEL	14,894.00
002-1101-3170	LUBRICANTS	255.84
002-1101-3181	SIGNS	139.00
002-1101-3190	TIRES	3,545.50
002-1101-4610	RENTALS	103.84
002-1102-3136	SUPPLIES & SMALL TOO	1,633.25
002-1102-4510	REPAIRS & MAINTENAN	5,227.71
002-1103-2140	UNIFORMS	76.69
002-1103-3135	OPERATING SUPPLIES	436.46
003-3000-4520	SOFTWARE MAINTENAN	2,175.00
010-1000-4850	MISCELLANEOUS--OTHE	1,205.00
010-1000-5113	CONTRACTUAL	2,062.50
010-4310-3110	Vision Summit-Expenses	46.45
010-4310-4011	Substance Abuse Tre	5,877.00
010-6650-4110	PROFESSIONAL SERVICE	9,450.00
	Grand Total:	300,696.64

Project Account Summary

Project Account Key	Expense Amount
None	300,696.64
Grand Total:	300,696.64



Caldwell County, TX

Payment Register

APPKT03000 - 3/25/19 A/P Run

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number ADRIWA	Vendor Name ADRIANZA WALKER			Total Vendor Amount 324.96
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	324.96	
Payable Number 30519	Description ANNUAL TRAINING 2/19 - 20/19	Payable Date 03/05/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 324.96

Vendor Number AISWHI	Vendor Name AISHA WHITE-THOMPSON, CSR, RPR			Total Vendor Amount 1,391.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	1,391.00	
Payable Number 14-682	Description STATE OF TEX V. ANTHONY MACIAS CAUSE # 2018-107	Payable Date 03/07/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 1,391.00

Vendor Number APPCON	Vendor Name APPLIED CONCEPTS, INC.			Total Vendor Amount 287.50
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	287.50	
Payable Number 343692	Description CO-TX DPS 2X COUNTING UNIT, 1.5 PCB	Payable Date 03/01/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 287.50

Vendor Number ATQ189	Vendor Name AT&T			Total Vendor Amount 6,414.93
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	6,414.93	
Payable Number 3519	Description ACCT # 512 A13-0189 725 3 3/05 - 4/4/19	Payable Date 03/05/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 6,414.93

Vendor Number ATCINT	Vendor Name ATCO INTERNATIONAL			Total Vendor Amount 167.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	167.00	
Payable Number 10525047	Description CUST ID: 126786 SEEK N' DESTROY	Payable Date 02/26/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 167.00

Vendor Number B-ALER	Vendor Name B-ALERT SECURITY SYSTEMS			Total Vendor Amount 25.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	25.00	
Payable Number 338292	Description CUST # 677 JP 3	Payable Date 03/01/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 25.00

Vendor Number BILTRU	Vendor Name BILL'S TRUCK & TRAILER REPAIR INC.			Total Vendor Amount 4,362.71
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/19/2019	4,362.71	
Payable Number 38149	Description UNIT# 2 YR: 2012 MKE: VAVISTAR MODEL:7500 VIN#DJ5!	Payable Date 03/11/2019	Due Date 03/25/2019	Discount Amount 0.00
				Payable Amount 4,362.71

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					6,677.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	800.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>27-02-2019</u>	ANASAZI VENDOR # 5915 MUNIS VENDOR # 27	03/04/2019	03/25/2019	0.00	800.00	
Check				03/19/2019	5,877.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31219</u>	FUND TO COUNSLOR SERVICES	03/12/2019	03/25/2019	0.00	5,877.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2703-1800</u>	CAUSE # 2703-1800 G.I.M.	03/08/2019	03/25/2019	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CALTAX</u>	CALDWELL COUNTY TAX ASSESSOR					75.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1110345</u>	JAIL 112 VAN TAG: 1110345 VIN: 8530	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1176283</u>	UNIT ROAD 045 TAG: 1176283 VIN: 9830	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1285548</u>	BLDG MAINT BM3 TAGE: 1285548 VIN: 0564	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1285549</u>	BLDG MAINT BM2 TAG: 1285549 VIN: 7205	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1285576</u>	UNIT ROAD D1 TAG: 1285576 VIN: 6229	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1342548</u>	SHERIFF 1701 PATROL TAG: 1342548 VIN: 4833	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1342549</u>	SHERIFF 1702 PATROL TAG: 1342549 VIN: 4836	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # 1364085</u>	UNIT ROAD AD1 TAG: 1364085 VIN: 1635	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # BS1Y476</u>	SHERIFF 003 CID TAG: BS1Y476 VIN: 9246	03/15/2019	03/25/2019	0.00	7.50	
Check				03/19/2019	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>TAG # BS1Y477</u>	SHERIFF 002 TRANSPORT TAG: BS1Y477 VIN: 9245	03/15/2019	03/25/2019	0.00	7.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>AUTPAR</u>	CAPITOL AUTO PARTS					153.13
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	153.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>07MA3668</u>	CUST # L310 STT LAMP, RED, 3-STUD	02/27/2019	03/25/2019	0.00	73.94	
<u>07MA4405</u>	CUST # L10358 AC DELCO ORANGE DEXCOOL	02/28/2019	03/25/2019	0.00	26.64	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Payment Number	Vendor Name	Payable Date	Due Date	Discount Amount	Payable Amount
<u>07MA7354</u>	CUST # L300 V-BELT-HIPOWER II	03/06/2019	03/25/2019	0.00	44.85
<u>07MA7374</u>	CUST # L300 V-BELT-HI POWER II	03/06/2019	03/06/2019	0.00	-10.86
<u>07MA7376</u>	CUST # L300 BELT-POWERATED	03/06/2019	03/25/2019	0.00	18.56

Vendor Number	Vendor Name	Total Vendor Amount
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE	300.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	300.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>16844</u>	POLICY # 62344376 ACCT # CALDW01 LETICIA NINO	02/28/2019	03/25/2019	0.00	50.00
<u>16845</u>	POLICY # 70268962 ACCT # CALDW13 DEPUTY POSITION	02/28/2019	03/25/2019	0.00	250.00

Vendor Number	Vendor Name	Total Vendor Amount
<u>CATSHU</u>	CATHY SHULER, RD,LD	90.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	90.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>22619</u>	4 WEEK CYCLE MENUS	02/26/2019	03/25/2019	0.00	90.00

Vendor Number	Vendor Name	Total Vendor Amount
<u>CDREGIV</u>	CDCAT REGION IV	30.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	15.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>31119</u>	DEBRA FLORES - DEPUTY COUNTY CLERK 4/26/19	03/11/2019	03/25/2019	0.00	15.00
Check		03/19/2019	15.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>31219</u>	TERESA RODRIGUEZ - COUNTY CLERK 4/26/19	03/12/2019	03/25/2019	0.00	15.00

Vendor Number	Vendor Name	Total Vendor Amount
<u>CENAUT</u>	CENTRAL TEXAS AUTOPSY, PLLC	2,100.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	2,100.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>12685</u>	CTA 400-18: HOLLY M. DEL RIO, DOS: 9/24/18	02/26/2019	03/25/2019	0.00	2,100.00

Vendor Number	Vendor Name	Total Vendor Amount
<u>CENREF</u>	CENTRAL TEXAS REFUSE, INC	116.44

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	116.44		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>171621</u>	ACCT # 0206545 9675 HIGHWAY 142	03/01/2019	03/25/2019	0.00	116.44

Vendor Number	Vendor Name	Total Vendor Amount
<u>SPEBUS</u>	CHARTER COMMUNICATIONS HOLDINGS, LLC	11,422.70

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	11,422.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0000426022819</u>	ACCT # 8260 16 300 0000426	02/28/2019	03/25/2019	0.00	11,422.70

Vendor Number	Vendor Name	Total Vendor Amount
<u>CINDUR</u>	CINDY A. DURAN	1,365.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	1,365.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>17-FL-502_4</u>	CAUSE B# 17-FL-502 D,V,	02/28/2019	03/25/2019	0.00	252.00
<u>18-FL-309_2</u>	CAUSE # 18-FL-309 Z.R.	02/28/2019	03/25/2019	0.00	280.00
<u>18-FL-503</u>	CAUSE # 18-FL-503 A,C,/B.C./C.C. & D.C.	02/28/2019	03/25/2019	0.00	532.00
<u>18-FL-595</u>	CAUSE # 18-FL-595 L.G.	02/28/2019	03/25/2019	0.00	301.00

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
<u>CINTAS</u>	CINTAS CORPORATION #86					238.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	238.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4017382836</u>	SOLD TO: 13228085 PAYEE: 13242165	02/27/2019	03/25/2019	0.00	76.69	
<u>4017382903</u>	SOLD TO: 13228013 PAYER # 13242157	02/27/2019	03/25/2019	0.00	81.02	
<u>4017784427</u>	SOLD TO: 13228013 PAYER # 13242157	03/06/2019	03/25/2019	0.00	81.02	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CITLOC</u>	CITY OF LOCKHART					4,454.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	954.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>ASL 19 006</u>	PAYMENT # 90	03/01/2019	03/25/2019	0.00	954.50	
				03/19/2019	3,500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>EMS 19 006</u>	1/2 EMS LOSS FY 17-18 PAYMENT # 6	03/01/2019	03/25/2019	0.00	3,500.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>LULFIR</u>	CITY OF LULING					49,661.67
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	49,661.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31419</u>	QUARTER ENDING - 12/31/18	03/14/2019	03/25/2019	0.00	49,661.67	

Vendor Number	Vendor Name					Total Vendor Amount
<u>COLMAT</u>	COLORADO MATERIALS, LTD.					55,833.62
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	55,833.62	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>264227</u>	CUST # 1405 CATTLEMEN'S ROW	02/28/2019	03/25/2019	0.00	9,694.97	
<u>264228</u>	CUST # 1405 TOMAHAWK TRAIL	02/28/2019	03/25/2019	0.00	27,087.16	
<u>264680</u>	CUST # 1405 CATTLEMEN'S ROW	03/11/2019	03/25/2019	0.00	19,051.49	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DANMCC</u>	DAN MCCORMACK					385.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	385.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2696-18CC</u>	CAUSE # 2696-18CC OA-R	03/04/2019	03/25/2019	0.00	175.00	
<u>2708-18</u>	CAUSE # 2708-18 B.M.A.	03/08/2019	03/25/2019	0.00	210.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DAVBRO</u>	DAVID BROOKS, ATTORNEY AT LAW					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	LEGAL CONSULTATION SERVICES - FEB 2019	02/26/2019	03/25/2019	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DAVIMEN</u>	DAVID MENDOZA					400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2695-18C</u>	CAUSE # 2695-18CC R.B.	03/06/2019	03/25/2019	0.00	400.00	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
<u>DELCOM</u>	DELL MARKETING L.P.					2,398.23
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	2,398.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10291767218</u>	CUST # 2120993 EQUAL LOGIC UPGRADES & EXENSIONS	01/11/2019	03/25/2019	0.00	2,398.23	
<u>DENENG</u>	DENNIS ENGELKE					26.56
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	26.56
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>30519</u>	MILEAGE REIMBURSEMENT FOR 3/04/19	03/05/2019	03/25/2019	0.00	26.56	
<u>DEWPOT</u>	DEWITT POTHS & SON					1,665.42
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	1,665.42
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>554696-1</u>	CUST # 12430 PAPER, PHOTO, ADVN, 8.5 PK	11/19/2018	03/25/2019	0.00	22.30	
<u>557573-0</u>	CUST # 12430 SYSTEM # 8289 SERIAL # C2C228580	12/17/2018	03/25/2019	0.00	9.74	
<u>563201-0</u>	CUST # 12430 PAPER, TDLMP, 20# 92BR RM	02/14/2019	03/25/2019	0.00	172.04	
<u>564421-0</u>	CUST # 12430 CLEANER, AIR DUSTER, 1 EA	02/26/2019	03/25/2019	0.00	15.44	
<u>564556-0</u>	CUST # 12430 CRTDG, HP 933XL, CYN	02/26/2019	03/25/2019	0.00	709.29	
<u>564581-0</u>	CUST # 12430 SPOTPAPER - LETTER	02/26/2019	03/25/2019	0.00	213.00	
<u>564890-0</u>	CUST # 12430 SPOTPAPER - LETTER	03/01/2019	03/25/2019	0.00	151.54	
<u>564902-0</u>	CUST # 12430 PEN, STK, INKJOY, MED, A PK	03/04/2019	03/25/2019	0.00	4.81	
<u>565363-0</u>	CUST # 12430 SORTER, INCLINE, BLK	03/06/2019	03/25/2019	0.00	192.91	
<u>565563-0</u>	CUST # 12430 SPOTPAPER, - LETTER	03/08/2019	03/25/2019	0.00	165.59	
<u>565857-0</u>	CUST # 12430 TAPE, ROLL, INV, 3/4 X 10	03/12/2019	03/25/2019	0.00	57.14	
<u>565867-0</u>	CUST # 12430 FOLDER, 2 POCKET, W/FAS BX	03/12/2019	03/25/2019	0.00	16.04	
<u>565869-0</u>	CUST # 12430 SPOTPAPER - LETTER	03/12/2019	03/25/2019	0.00	72.00	
<u>C 556657-0</u>	ACCT # 12430 BOARD, CALENDAR, GLASS EA	02/28/2019	02/28/2019	0.00	-136.42	
<u>DOUTUF</u>	DOUBLE TUFF TRUCK TARPS, INC.					213.43
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	213.43
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>34248</u>	RH BENT ARM	03/05/2019	03/25/2019	0.00	213.43	
<u>ELSLAC</u>	ELSIE LACY					154.86
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	154.86
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>30819</u>	FOOD CHALLENGE 2/05 - 28/19 MILEAGE	03/09/2019	03/25/2019	0.00	154.86	
<u>FARBRO</u>	FARMER BROTHERS. CO.					357.76
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	357.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>68871466</u>	ACCT # 6302473 ICETEA BLACK SWT FLPK	02/26/2019	03/25/2019	0.00	357.76	
<u>FERJOS</u>	FERRIS JOSEPH PRODUCE, INC.					669.47
Payment Type	Payment Number				Payment Date	Payment Amount
Check					03/19/2019	669.47
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>107609</u>	25 LB 5X5 TOMATOES XLG	02/23/2019	03/25/2019	0.00	145.50	
<u>107617</u>	BANANAS EA	02/25/2019	03/25/2019	0.00	107.20	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>107633</u>	CILANTRO EA	02/26/2019	03/25/2019	0.00	32.07
<u>107658</u>	BANANAS EA	02/28/2019	03/25/2019	0.00	130.00
<u>107660</u>	AA MED 15 DOZ EGGS	03/01/2019	03/25/2019	0.00	254.70

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>FIRTRO</u>	FIRETROL PROTECTION SYSTEMS, INC.	Check		03/19/2019	3,069.08	3,069.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>100578708</u>	CUST # 4700021 REPAIR THE ALARM AND SPRINKLER SY	02/25/2019	03/25/2019	0.00	3,069.08	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>FLEPRI</u>	FLEETPRIDE	Check		03/19/2019	77.13	77.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>223271198</u>	ACCT # 83215 SERVICE CHAMBER	03/15/2019	03/25/2019	0.00	77.13	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO	Check		03/19/2019	373.68	373.68
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2038381272</u>	CUST # 00400783309 OBSOL SAND 2OZ	02/26/2019	03/25/2019	0.00	257.04	
<u>2038381290</u>	CUST # 00400783309 MIC 20 7" FL TOR	02/28/2019	03/25/2019	0.00	116.64	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>FREAU5</u>	FREIGHTLINER OF AUSTIN	Check		03/19/2019	173.99	173.99
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>AP393958</u>	CUST # 1638 GLASS	02/27/2019	03/25/2019	0.00	173.99	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER	Check		03/19/2019	366.76	366.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>090904</u>	ACCT # 2010 RAY ALTERNATOR	10/01/2018	03/25/2019	0.00	235.16	
<u>092845</u>	ACCT # 2010 NAPAGOLD AIR FILTER	10/01/2018	03/25/2019	0.00	230.30	
<u>093277</u>	ACCT # 2010 NAPA HYDRAULIC FILTER	10/01/2018	10/01/2018	0.00	-29.68	
<u>093457</u>	ACCT # 2010 NAPAGOLD FUEL FILTER	10/01/2018	10/01/2018	0.00	-69.02	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>GRAING</u>	GRAINGER	Check		03/19/2019	10.10	10.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9098132435</u>	ACCT # 841505548 BOUFFANT CAP, WHITE, UNIVERSAL,	02/25/2019	03/25/2019	0.00	10.10	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount
<u>H2QPAR</u>	H2O PARTNERS, INC	Check		03/19/2019	9,450.00	9,450.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>113324</u>	ASSIST W/SETTING UP PLANNING TEAM	03/13/2019	03/25/2019	0.00	9,450.00	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number <u>HOFSUP</u>	Vendor Name HOFMANN'S SUPPLY					Total Vendor Amount 103.84
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 103.84	
Payable Number <u>837076</u>	Description CUST # 01734 ACETYLENE SMALL	Payable Date 02/28/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 103.84	

Vendor Number <u>HOLBUR</u>	Vendor Name HOLLIS WILBURN BURKLUND					Total Vendor Amount 1,475.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 1,475.00	
Payable Number <u>17-J-2600 / 18-J-2701</u>	Description CAUSE # 17-J-2600 / 18-J-2701 JACOBE ZARON JACKSO	Payable Date 03/08/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 600.00	
<u>18-J-2725</u>	CAUSE # 18-J-2725 CHRISTIAN ALEX YBARRA	03/08/2019	03/25/2019	0.00	500.00	
<u>2728-19CC</u>	CAUSE # 2738-19CC	03/08/2019	03/25/2019	0.00	200.00	
<u>2739-19CC</u>	CAUSE # 2739-19CC JAIR OLIVEROS	03/08/2019	03/25/2019	0.00	175.00	

Vendor Number <u>HQLCAS</u>	Vendor Name HOLT TRUCK CENTERS					Total Vendor Amount 904.84
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 904.84	
Payable Number <u>PIMA0304111</u>	Description CUST # 0203700 VALVE GP-SOL	Payable Date 02/22/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 139.84	
<u>WIMA0116361</u>	CUST # 0203700 TROUBLESHOOT TRANSMISSION	02/26/2019	03/25/2019	0.00	765.00	

Vendor Number <u>IMATEK</u>	Vendor Name IMAGE-TEK, INC.					Total Vendor Amount 2,175.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 2,175.00	
Payable Number <u>2888</u>	Description ANNUAL MAINTENCE - (DEE2018 - NOV2019)	Payable Date 10/01/2018	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 2,175.00	

Vendor Number <u>JANMUS</u>	Vendor Name JAN FORD MUSTIN PH.D, P.C.					Total Vendor Amount 885.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 885.00	
Payable Number <u>02262019</u>	Description CLIENT: WATTS, ASHLEE	Payable Date 02/26/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 295.00	
<u>02262019 2</u>	CLIENT, WATTS, ALLYSON	02/26/2019	03/25/2019	0.00	295.00	
<u>02262019 3</u>	CLIENT: SHAFFER, LARRY	02/26/2019	03/25/2019	0.00	295.00	

Vendor Number <u>JAYPRU</u>	Vendor Name JAY PRUITT					Total Vendor Amount 295.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 295.00	
Payable Number <u>31319</u>	Description 59 TAILS	Payable Date 03/13/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 295.00	

Vendor Number <u>JOESMI</u>	Vendor Name Joe Smith					Total Vendor Amount 110.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 110.00	
Payable Number <u>31319</u>	Description 22 HOG TAILS	Payable Date 03/13/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 110.00	

Vendor Number <u>JR'SAU</u>	Vendor Name JOHN H. RODRIQUEZ, JR.					Total Vendor Amount 100.00
Payment Type Check	Payment Number			Payment Date 03/19/2019	Payment Amount 100.00	
Payable Number <u>10642</u>	Description 08' FREIGHTLINER REPLACE BACK GLASS	Payable Date 03/05/2019	Due Date 03/25/2019	Discount Amount 0.00	Payable Amount 100.00	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
<u>JULZIM</u>	JULIE ZIMMERMAN					356.14
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	356.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	TRAVEL EXPENSE FOR FEBRUARY 2019	03/07/2019	03/25/2019	0.00	141.87	
<u>31319</u>	HOUSTON LIVESTOCK SHOW 3/9 -10/19	03/13/2019	03/25/2019	0.00	214.27	
<u>KENSMI</u>	KENNETH TODD SMITH					165.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	165.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31319</u>	33 HOG TAILS	03/13/2019	03/25/2019	0.00	165.00	
<u>KERSCH</u>	KERN SCHOOLS FEDERAL CREDIT UNION					27.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	27.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>LANO4146</u>	GRAND JURY SUBPOENA CASE # 2018040076	02/28/2019	03/25/2019	0.00	27.85	
<u>KLEAND</u>	KLEON C. ANDREADIS					3,480.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	3,480.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17-225</u>	CAUSE # 17-225, 17-226 & 17-227 TEXAS ROSS WILEY	03/04/2019	03/25/2019	0.00	3,480.00	
<u>LAWENF</u>	LAW ENFORCEMENT SYSTEMS, INC.					338.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	338.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>205953</u>	ACCT # 78656 TX TRAFFIC TICKETS W/WARNINGS	03/01/2019	03/25/2019	0.00	338.00	
<u>LELMOR</u>	LELTON WAYNE MORSE					569.97
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	569.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>30819</u>	LIVE STOCK SHOW 3/05 - 07/19	03/08/2019	03/25/2019	0.00	569.97	
<u>LEXRIS</u>	LEXISNEXIS RISK DATA MANAGEMENT					50.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1623451-20190228</u>	BILLING ID: 1623451 FEBRUARY, 2019	02/28/2019	03/25/2019	0.00	50.00	
<u>LOCTRU</u>	LOCKHART HARDWARE					767.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	767.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>27577 /1</u>	CUST # 11239 WEATHERSTRIP 10' WHT	02/26/2019	03/25/2019	0.00	30.36	
<u>27587 /1</u>	CUST # 11239 DIRECT WIRE TUPE 4100K	02/27/2019	03/25/2019	0.00	39.98	
<u>27595 /1</u>	CUST # 11239 IMPACT DRIVER 1/4" 20V	02/27/2019	03/25/2019	0.00	199.99	
<u>27601 /1</u>	CUST # 11239 TIES CABLE 4" BLK	02/28/2019	03/25/2019	0.00	21.97	
<u>27605 /1</u>	CUST # 11239 FROG TAPE 1.88 X 60 YDS	02/28/2019	03/25/2019	0.00	9.99	
<u>27615 /1</u>	CUST # 11239 CERMIC HTR OSC WHT	03/01/2019	03/25/2019	0.00	19.99	
<u>27633 /1</u>	CUST # 11239 BATTERY ALK D 8PK WIDE	03/04/2019	03/25/2019	0.00	28.98	

Payment Register

APPKT03000 - 3/25/19 A/P Run

Item	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>27658 /1</u>	CUST # 11239 SCREWS, NUTS & BOLTS	03/05/2019	03/25/2019	0.00	30.49
<u>27668 /1</u>	CUST # 11239 UNIVERSAL OIL RUB BRONZE	03/06/2019	03/25/2019	0.00	17.63
<u>27679 /1</u>	CUST # 11239 RESPIRATOR N95 S&F PK3	03/07/2019	03/25/2019	0.00	22.77
<u>27685 /1</u>	CUST # 11239 RECEPTACLE WALL PLATE 1 GWH	03/07/2019	03/25/2019	0.00	224.13
<u>27704 /1</u>	CUST # 11239 SINGLE SIDED KEY	03/08/2019	03/25/2019	0.00	13.36
<u>27714 /1</u>	CUST # 11239 QUANTUM ALKALINE AAA 12PK	03/08/2019	03/25/2019	0.00	107.96

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LOCMOT</u>	LOCKHART MOTOR CO.,INC.			367.16	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	367.16		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>T45265</u>	CUST # 3810 CATALYST ASSY	03/12/2019	03/25/2019	0.00	367.16

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LOCPOS</u>	LOCKHART POST REGISTER			17.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	17.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>00086757</u>	COUNTY SHERIFF - 02/14 & 21/19 FOUND	02/21/2019	03/25/2019	0.00	17.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LULCHE</u>	LULING CHEVROLET			42.66	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	42.66		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>101489</u>	CUST # 1507 ACTUATOR	03/08/2019	03/25/2019	0.00	42.66

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LULTIR</u>	LULING TIRE SERVICE			15.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	15.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>970192</u>	BACK HOE FLAT	02/28/2019	03/25/2019	0.00	15.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>JCOJAN</u>	M.B. HAMMO ENTERPRISES, LLC			414.37	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	414.37		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>6423</u>	TOILET PAPER REGULAR / ROSES	02/27/2019	03/25/2019	0.00	414.37

Vendor Number	Vendor Name			Total Vendor Amount	
<u>NEOFUN</u>	MAILROOM FINANCE, INC			3,000.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	3,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>30719 CCJC</u>	ACCT # 7900 0440 8038 5499 CCJC POSTAGE ADDED 3/7	03/07/2019	03/25/2019	0.00	3,000.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>NEOTEX</u>	MAILROOM FINANCE, INC.			416.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	416.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>ORDER # O-00302724</u>	ACCT # 7900 0440 8010 9295 INK CARTRIDGE/COURTHC	03/04/2019	03/25/2019	0.00	350.00
<u>ORDER #O-00302719</u>	ACCT # 7900 0440 8010 9295 300PK METER TAPES./COU	03/04/2019	03/25/2019	0.00	66.00

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name			Total Vendor Amount
<u>MARFRA</u>	MARCUS FRANKS			7,709.06
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	7,709.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>233663</u>	FEES FROM IMPOUND	03/08/2019	03/25/2019	0.00 7,709.06

Vendor Number	Vendor Name			Total Vendor Amount
<u>MELBOW</u>	MELANIE BOWDEN			86.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	86.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>30519</u>	ANNUAL TRAINING 2/19 - 20/19	03/05/2019	03/25/2019	0.00 86.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>OFFIDE</u>	OFFICE DEPOT			1,173.51
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	1,173.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>254756627002</u>	ACCT # 43682634 COMB, BINDING, 1", 50 PK, BLA	02/15/2019	03/25/2019	0.00 55.84
<u>268632359002</u>	ACCT # 43682634 LUBRICANT, SHREDDER, 4 FL	02/06/2019	03/25/2019	0.00 4.39
<u>271080007001</u>	ACCT # 43682634 DVD-R, VERBATIM, 100PK	02/07/2019	03/25/2019	0.00 166.14
<u>271080007002</u>	ACCT # 43682634 RECWALLET, TYVEK, 5.25" 10	02/12/2019	03/25/2019	0.00 5.92
<u>271083280001</u>	ACCT # 43682634 100PK CD/DVD PAPER SLEEV	02/07/2019	03/25/2019	0.00 20.61
<u>271179987001</u>	ACCT # 43682634 BOX, LTR/LGL, ECON, QCKSETU	02/07/2019	03/25/2019	0.00 236.16
<u>274424323001</u>	ACCT # 43682634 FOLDER, LTR, 2 PLY, 4" END, MA	02/14/2019	03/25/2019	0.00 185.56
<u>274428595001</u>	ACCT # 43682634 TAPE, CORRECTION, OD 12 PK	02/14/2019	03/25/2019	0.00 22.66
<u>277588122001</u>	ACCT # 43682634 POUCH, LAMINATING, LETTER	02/21/2019	03/25/2019	0.00 73.44
<u>278032262001</u>	ACCT # 43682634 PAPER, COPY, 10-REAMS/CA W	02/22/2019	03/25/2019	0.00 211.96
<u>278063199001</u>	ACCT # 43682634 INK, HP 92/93, COMBO, BLACK	02/22/2019	03/25/2019	0.00 90.02
<u>280360936001</u>	ACCT # 43682634 OD DUR VW 1" BINDER BLAC	02/27/2019	03/25/2019	0.00 26.91
<u>280361195001</u>	ACCT # 43682634 BINDER COVER 11" BLACK	02/27/2019	03/25/2019	0.00 73.90

Vendor Number	Vendor Name			Total Vendor Amount
<u>O'REIL</u>	O'REILLY AUTOMOTIVE, INC.			7.78
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	7.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>0642-255052</u>	CUST # 188092 AIR FILTER	02/26/2019	03/25/2019	0.00 7.78

Vendor Number	Vendor Name			Total Vendor Amount
<u>PAMOHL</u>	PAMELA OHLENDORF			251.50
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	251.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>22619</u>	EXPENSE FORM 2/24 - 25/19	02/26/2019	03/25/2019	0.00 251.50

Vendor Number	Vendor Name			Total Vendor Amount
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC			139.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	139.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>1660</u>	18" X 24" CORO HIP ORANGE / BLACK OLD COLONY LINE	03/08/2019	03/25/2019	0.00 139.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>PETTRA</u>	PETROLEUM TRADERS CORPORATION			14,894.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		03/19/2019	14,894.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>1371651</u>	ULTRA LOW SULFUR #2 DEISEL LOW EMISSIONS USED IN	02/27/2019	03/25/2019	0.00 9,186.16
<u>1377060</u>	ACCT # 990644/1 ULTRA SULFUR #2 DIESEL LOW EMISSI	03/13/2019	03/25/2019	0.00 5,707.84

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE					2,058.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	2,058.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9442200</u>	CUST # 435577 DRY GROCERY / FROZEN	02/25/2019	03/25/2019	0.00	1,131.36	
<u>9446301</u>	CUST # 435577 DRY GROCERY / FROZEN	02/28/2019	03/25/2019	0.00	926.94	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PITBOW</u>	PITNEY BOWES GLOBAL FINANCIAL SERVICES L					388.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	388.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3308351557</u>	ACCT # 0017402255 CONTRACT # 1244012001	03/07/2019	03/25/2019	0.00	388.65	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PRISOL</u>	PRINTING SOLUTIONS					539.68
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	539.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112018</u>	15 TRAC VISION SUMMIT BOOKS	03/12/2019	03/25/2019	0.00	46.45	
<u>21541</u>	HOUSING CARDS	01/24/2019	03/25/2019	0.00	301.00	
<u>21658</u>	UNIT ROAD - RANDY BARRING UNIT ROADS	02/28/2019	03/25/2019	0.00	44.98	
<u>21661</u>	TERESA RODRIGEZ / COUNTY CLERK STAMPS / SELF INKIN	02/22/2019	03/25/2019	0.00	59.50	
<u>21701</u>	TERESA R CLERKS OFFICE - STAMPS/SELF INKING	02/01/2019	03/25/2019	0.00	19.75	
<u>21722</u>	BUSINESS CARDS - AL DOS SANTOS SERVICES	02/26/2019	03/25/2019	0.00	68.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>KONOF</u>	RICOH USA, INC.					888.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	888.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101861411</u>	ACCT # 505575-1010175A16 BILLING PERIOD: 2/28-3/28	03/08/2019	03/25/2019	0.00	888.28	
Vendor Number	Vendor Name					Total Vendor Amount
<u>RUTCRA</u>	RUTLEDGE CRAIN & COMPANY, PC					22,350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	22,350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>190301</u>	BASIC FINANCIAL STATEMENTS FOR ENDED 9/30/18	03/04/2019	03/25/2019	0.00	22,350.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>REDAUT</u>	SEAN MATTHEW MANN					836.22
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	836.22	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>098186</u>	ACCT # 2010 NAPAGOLD FUEL FILTER	02/19/2019	03/25/2019	0.00	203.32	
<u>098303</u>	ACCT # 2010 DIESEL EXST FLD 2.5 GA	02/25/2019	03/25/2019	0.00	255.84	
<u>098656</u>	ACCT # 2010 NAPAGOLD AIR FILTER	03/11/2019	03/25/2019	0.00	235.39	
<u>098668</u>	ACCT # 2010 NAPAGOLD AIR FILTER	03/12/2019	03/25/2019	0.00	141.67	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SETFAM</u>	SETON FAMILY OF HOSPITALS					390.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/19/2019	390.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>299035C8363</u>	GUERRERO, GENARO / PATIENT ID: 806072 DOB:3/08/61	03/01/2019	03/25/2019	0.00	65.00	
<u>3707144V8363</u>	MORGAN WILLIAM - DOB: 11/07/1955 DOS: 2/14/19	02/14/2019	03/25/2019	0.00	65.00	
<u>3718960V8363</u>	ANTHONY R. MCCAULEY - DOB: 5/10/1963 DOS: 2/20/19	02/02/2019	03/25/2019	0.00	65.00	
<u>3719978V8363</u>	ASHLEE WATTS - DOB: 8/21/1997 DOS:2/20/19	02/20/2019	03/25/2019	0.00	65.00	
<u>3720003V8363</u>	ALLYSON WATTS - DOB: 7/29/1996 DOS: 2/20/19	02/20/2019	03/25/2019	0.00	65.00	

Payment Register

APPKT03000 - 3/25/19 A/P Run

3720285V8363 LARRY D. SHAFFER - DOB: 9/23/1974 DOS: 2/20/19 02/20/2019 03/25/2019 0.00 65.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART			28.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	28.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>802108</u>	BLACK FLOOR FLANGE 1/2" STD MI	03/06/2019	03/25/2019	0.00	28.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>SQUTIR</u>	SOUTHERN TIRE MART, LLC			3,530.50	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	3,530.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4650005168</u>	CUST # 142726 V-STL ULTRA TRACK G2	03/14/2019	03/25/2019	0.00	3,530.50

Vendor Number	Vendor Name			Total Vendor Amount	
<u>SPRSUJ</u>	SPRINGHILL SUITES			340.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	170.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>021919</u>	TABITHA CARROLL - 3/31 - 4/02/19	02/19/2019	03/25/2019	0.00	170.00
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	170.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2192019</u>	BRANDI VINKLAREK 3/31 - 4/02/19	02/19/2019	03/25/2019	0.00	170.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>SWAGIT</u>	SWAGIT PRODUCTIONS, LLC			575.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	575.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>12439</u>	ACCT # 2K130701CC FEBRUARY 2019	02/28/2019	03/25/2019	0.00	575.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>SYSCO</u>	SYSCO CENTRAL TEXAS, INC			2,984.77	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	2,984.77
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>313290080</u>	CUST # 043430 DAIRY/MEATS/FROZEN/CAN & DRY	02/27/2019	03/25/2019	0.00	1,223.13
<u>313290081</u>	CUST # 043430 CHEMICAL & JANITORIAL	02/27/2019	03/25/2019	0.00	298.70
<u>313298667</u>	CUST # 043430 DAIRY/MEATS/POULTRY/FROZEN/CAN &	03/01/2019	03/25/2019	0.00	1,462.94

Vendor Number	Vendor Name			Total Vendor Amount	
<u>TAHSTE</u>	TAHLIA T. STEWART			574.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	574.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-FL-110 4</u>	CAUSE # 18-FL-110 N.A.	02/28/2019	03/25/2019	0.00	574.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>TAYSEC</u>	TAYLOR SECURITY SYSTEMS, LLC			222.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	111.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>77079</u>	ACCT # 60-03-7272 F Q2-2019 ARP,MAY, JUNE 2019	03/01/2019	03/25/2019	0.00	111.00
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	111.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>77171</u>	ACCT# 60-03-7285F FIRE Q2-2019: APR, MAY, JUNE	03/01/2019	03/25/2019	0.00	111.00

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name			Total Vendor Amount	
AGREXT	TEXAS A&M AGRILIFE EXTENSION SERVICE			120.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	120.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
30819	SOIL, WATER AND FORAGE TESTING	03/09/2019	03/25/2019	0.00	120.00

Vendor Number	Vendor Name			Total Vendor Amount	
TACRIS	TEXAS ASSOCIATION OF COUNTIES			48,031.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	48,031.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23561-WC2	POLICY YEAR 2019 2ND QUARTER INVOICE	03/01/2019	03/25/2019	0.00	48,031.00

Vendor Number	Vendor Name			Total Vendor Amount	
DEPPUB	TEXAS DEPT. OF PUBLIC SAFETY			3.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	3.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CRS-201812-16132	12/18 - 19/18 SECURE SITE CCH NAME SEARCH	12/31/2018	03/25/2019	0.00	3.00

Vendor Number	Vendor Name			Total Vendor Amount	
TEXNOT	TEXAS STATE NOTARY BUREAU			45.89	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	45.89
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
124553508	GARY FILIAU -STAMP & BOOK	03/12/2019	03/25/2019	0.00	45.89

Vendor Number	Vendor Name			Total Vendor Amount	
CARWAR	THE LAW OFFICES OF CARRIE WARD PLLC			2,401.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	2,401.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
17-FL-287 7	CAUSE # 17-FL-287 Z.M.R. ET AL	02/28/2019	03/25/2019	0.00	77.00
17-FL-357 7	CAUSE # 17-FL-357 NLT & AMT	02/28/2019	03/25/2019	0.00	658.00
18-FL-004 7	CAUSE # 18-FL-004 AGP & JNS	02/28/2019	03/25/2019	0.00	294.00
18-FL-118 78	CAUSE # 18-FL-118 B.B.S.B	02/28/2019	03/25/2019	0.00	161.00
18-FL-185 4	CAUSE # 18-FL-185 P.G., A.G. & P.E.	02/28/2019	03/25/2019	0.00	35.00
18-FL-235 3	CAUSE # 18-FL-235 B. & C. CHILDREND	02/28/2019	03/25/2019	0.00	84.00
18-FL-448 3	CAUSE # 18-FL-448 PG / JG	02/28/2019	03/25/2019	0.00	140.00
18-FL-595 1	CAUSE # 18-FL-595 G.	02/28/2019	03/25/2019	0.00	280.00
19-FL-047	CAUSE # 19-FL-047 G/M	02/28/2019	03/25/2019	0.00	672.00

Vendor Number	Vendor Name			Total Vendor Amount	
LULNEW	THE LULING NEWSBOY & SIGNAL			198.40	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	198.40
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20719	HELP WATED - CORRECTIONAL OFFICER 12/20 - 2/07/19	02/07/2019	03/25/2019	0.00	198.40

Vendor Number	Vendor Name			Total Vendor Amount	
TOMHAR	THOMAS HARMON			1,150.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				03/19/2019	1,150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
31319	230 HOG TAILS	03/13/2019	03/25/2019	0.00	1,150.00

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name			Total Vendor Amount	
<u>TRAEQU</u>	TRANSFER EQUIPMENT RENTALS, LLC			400.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	400.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1</u>	TRASH DUMP	03/05/2019	03/25/2019	0.00	400.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>TRARIS</u>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION			67.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	67.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>30119</u>	ACCT # 234599 BILLING PERIOD: 2/01 - 28/19	03/01/2019	03/25/2019	0.00	67.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>TRACLE</u>	TRAVIS COUNTY CLERK			433.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	433.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>C-1.MH.19.000263</u>	CRITTENDEN, JANICE	02/21/2019	03/25/2019	0.00	433.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>UNIFIR</u>	UNIFIRST CORPORATION			724.81	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	724.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>822 2170347</u>	CUST # 222727 RTE # G6580 PRCT # 3	02/22/2019	03/25/2019	0.00	42.73
<u>822 2172309</u>	CUST # 222727 RTE # F6140 SHERIFF'S	03/01/2019	03/25/2019	0.00	65.01
<u>822 2172573</u>	CUST # 222727 RTE # G6580 PRCT # 3	03/01/2019	03/25/2019	0.00	45.31
<u>822 2172739</u>	CUST # 222727 RTE # F2900	03/04/2019	03/25/2019	0.00	46.91
<u>822 2174658</u>	CUST # 222727 RTE # F6110 COURT HOUSE	03/08/2019	03/25/2019	0.00	238.97
<u>822 2174995</u>	CUST # 222727 RTE # F2900 PRCT # 2	03/15/2019	03/25/2019	0.00	46.91
<u>822 2176886</u>	CUST # 222727 RTE # F6110 COURT HOUSE	03/15/2019	03/25/2019	0.00	238.97

Vendor Number	Vendor Name			Total Vendor Amount	
<u>VALRAM</u>	VALENTINE RAMIREZ			690.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	690.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>31319</u>	138 HOG TAILS	03/13/2019	03/25/2019	0.00	690.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>VERAVI</u>	VERACITY AVAITION, LLC			2,062.50	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	2,062.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>21721</u>	AIRCRAFT RENTAL 2/13/19	02/13/2019	03/25/2019	0.00	455.00
<u>21764</u>	AIRCRAFT RENTAL 2/15/19	02/15/2019	03/25/2019	0.00	315.00
<u>21780</u>	AIRCRAFT RENTAL - 2/15/19	02/15/2019	03/25/2019	0.00	487.50
<u>21885</u>	AIRCRAFT RENTAL - 2/21/19	02/21/2019	03/25/2019	0.00	245.00
<u>22068</u>	AIRCRAFT RENTAL - 3/09/19	03/09/2019	03/25/2019	0.00	560.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>WALDEA</u>	WALTER S. DEAN, SR.			1,890.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/19/2019	1,890.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-078</u>	CAUSE # 18-078 AUSTIN LYNN ANDERSON	02/28/2019	03/25/2019	0.00	580.00
<u>18-185</u>	CAUSE # 18-185 ROBERT MERCADO	03/04/2019	03/25/2019	0.00	655.00
<u>18-226</u>	CAUSE # 18-226 CARLOS WOODEN	03/04/2019	03/25/2019	0.00	655.00

Payment Register

APPKT03000 - 3/25/19 A/P Run

Vendor Number	Vendor Name					Total Vendor Amount
WESGRO	WEST GROUP PAYMENT CENTER					756.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		03/19/2019	118.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6126176631</u>	ACCT # 1005230994 EDWARD L. JARRETT	01/16/2019	03/25/2019	0.00	118.00	
Check		03/19/2019	118.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>839824703</u>	ACCT # 1005230994 1/05 - 2/04/19	02/04/2019	03/25/2019	0.00	118.00	
Check		03/19/2019	324.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>839854110</u>	ACCT # 1004742988 FEBRUARY 2019	03/01/2019	03/25/2019	0.00	324.00	
Check		03/19/2019	196.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>839862298</u>	ACCT # 1000732986 FEBRUARY 2019	03/01/2019	03/25/2019	0.00	196.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	218	115	0.00	300,696.64
Packet Totals:		218	115	0.00	300,696.64

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-300,696.64
Packet Totals:		-300,696.64

- 2. Ratify re-occurring County payments in the amount of:
 - A. \$ 290,373.87 (Payroll for 02/17/2019 03/02/2019); Backup: 21.****

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *Ratify Re: Occurring County Payments \$290,373.87 - Payroll*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

Name	Representing	Title

(1) _____

(2) _____

(3) _____

(4) _____

4. Backup Materials: No backup materials 21 Total # of pages of backup material

5.  _____
Signature of Court Member
Exhibit A

_____ 3/19/19 _____
Date



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT01263 - 021719 thru 030219 Pay Period with Pay Date 030819
 Payroll Set: 01 - Payroll Set 01

Pay Period: 02/17/2019 - 03/02/2019

Department: 1000 - Courthouse Security

Total Direct Deposits: 5,853.09
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	32.00	583.24
165 Stipend w/RET	0.00	16.15
HOL	8.00	179.28
Hourly	350.00	6,680.51
OT	4.00	109.36
S	12.00	218.72
Uniform	0.00	125.00
Total:	406.00	7,912.26

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,215.56	555.36	0.00
MC	7,611.18	110.36	110.36
SS	7,611.18	471.91	471.91
Unemployment	7,843.05	0.00	0.00
Total:		1,137.63	582.27

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,912.26	395.62	342.61
550	0.00	69.21	0.00
580	0.00	6.12	0.00
590	0.00	158.75	1,284.84
595	0.00	8.60	0.00
615	0.00	64.52	0.00
620	0.00	218.72	0.00
Total:		921.54	1,627.45

RECAP 1000 - Courthouse Security

Earnings:	7,912.26	Benefits:	0.00	Deductions:	921.54	Taxes:	1,137.63	Net Pay:	5,853.09
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Department: 1101 - Unit Road

Total Direct Deposits: 22,109.38
 Total Check Amounts: 3,031.94

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	176.00	3,081.53
165 Stipend w/RET	0.00	66.92
FLOAT	32.00	535.88
Hourly	1,517.00	26,572.19
LWOP	15.85	0.00
S	43.72	738.45
SAL	1.00	1,853.15
Vacation	47.43	813.96
Total:	1,833.00	33,662.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	30,630.59	2,474.41	0.00
MC	32,313.69	468.56	468.56
SS	32,313.69	2,003.44	2,003.44
Unemployment	33,536.23	0.00	0.00
Total:		4,946.41	2,472.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	33,662.08	1,683.10	1,457.57
530	0.00	0.00	0.00
550	0.00	125.85	0.00
551	0.00	68.00	0.00
580	0.00	13.77	0.00
590	0.00	983.02	6,726.66
595	0.00	19.34	0.00
610	0.00	0.00	0.00
615	0.00	152.18	0.00
Bankruptcy	0.00	529.09	0.00
Total:		3,574.35	8,184.23

RECAP 1101 - Unit Road

Earnings: 33,662.08 Benefits: 0.00 Deductions: 3,574.35 Taxes: 4,946.41 Net Pay: 25,141.32

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 980.54
 Total Check Amounts: 2,369.33

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	24.00	429.50
Hourly	184.00	3,290.06
S	16.00	268.60
Vacation	16.00	306.84
Total:	240.00	4,295.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,003.90	329.78	0.00
MC	4,218.65	61.17	61.17
SS	4,218.65	261.55	261.55
Unemployment	4,254.80	0.00	0.00
Total:		652.50	322.72

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,295.00	214.75	185.97
550	0.00	40.20	0.00
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	952.38
615	0.00	16.15	0.00
Total:		292.63	1,138.35

RECAP 1102 - Vehicle Maintenance

Earnings: 4,295.00 Benefits: 0.00 Deductions: 292.63 Taxes: 652.50 Net Pay: 3,349.87

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,251.18
 Total Check Amounts: 1,157.89

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	16.00	298.28
Hourly	140.00	2,607.06
S	4.00	77.48
Total:	160.00	2,982.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,817.48	179.94	0.00
MC	2,966.62	43.01	43.01
SS	2,966.62	183.93	183.93
Unemployment	2,982.82	0.00	0.00
Total:	2,982.82	406.88	226.94

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,982.82	149.14	129.16
580	0.00	1.53	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	2,982.82	166.87	764.08

RECAP 1103 - Fleet Maintenance

Earnings: 2,982.82 Benefits: 0.00 Deductions: 166.87 Taxes: 406.88 Net Pay: 2,409.07

Department: 2120 - County Treasurer

Total Direct Deposits: 2,638.18
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	154.34
Hourly	68.00	1,311.91
SAL	1.00	1,848.25
Vacation	4.00	77.17
Total:	81.00	3,391.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,102.93	209.82	0.00
MC	3,312.51	48.03	48.03
SS	3,312.51	205.37	205.37
Unemployment	3,391.67	0.00	0.00
Total:	3,391.67	463.22	253.40

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,391.67	169.58	146.86
520	0.00	40.00	0.00
551	0.00	44.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	634.92
595	0.00	2.86	0.00
615	0.00	32.30	0.00
Total:	3,391.67	290.27	781.78

RECAP 2120 - County Treasurer

Earnings: 3,391.67 Benefits: 0.00 Deductions: 290.27 Taxes: 463.22 Net Pay: 2,638.18

Department: 2130 - County Auditor

Total Direct Deposits: 5,637.46
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	24.00	493.65
Hourly	217.00	4,469.47
OT	1.00	30.17
S	9.00	325.22
SAL	-7.00	2,769.23
Total:	244.00	8,087.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,050.34	807.27	0.00
MC	7,654.73	111.00	111.00
SS	7,654.73	474.59	474.59
Unemployment	8,056.84	0.00	0.00
Total:	1,392.86	585.59	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,087.74	404.39	350.19
520	0.00	200.00	0.00
550	0.00	30.90	0.00
551	0.00	192.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	967.38
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	48.50	0.00
Total:	1,057.42	1,317.57	

RECAP 2130 - County Auditor

Earnings: 8,087.74 Benefits: 0.00 Deductions: 1,057.42 Taxes: 1,392.86 Net Pay: 5,637.46

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,293.23
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	40.00	645.31
Hourly	326.00	5,256.03
S	24.00	374.37
SAL	1.00	1,829.82
Vacation	10.00	177.35
yPayroll Accting Adj	8.00	124.79
Total:	409.00	8,407.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,601.75	680.29	0.00
MC	8,152.12	118.21	118.21
SS	8,152.12	505.43	505.43
Unemployment	6,550.61	0.00	0.00
Total:	1,303.93	623.64	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,407.67	420.37	364.04
520	0.00	130.00	0.00
550	0.00	27.24	0.00
551	0.00	34.00	0.00
580	0.00	4.59	0.00
590	0.00	158.75	1,919.76
595	0.00	20.05	0.00
615	0.00	15.50	0.00
Total:	810.51	2,283.80	

RECAP 2140 - Tax Assessor-Collector

Earnings: 8,407.67 Benefits: 0.00 Deductions: 810.51 Taxes: 1,303.93 Net Pay: 6,293.23

Department: 2150 - County Clerk

Total Direct Deposits: 7,348.77
 Total Check Amounts: 1,861.94

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	48.00	776.24
Hourly	546.00	8,707.40
S	22.00	343.80
SAL	1.00	1,868.45
Vacation	8.00	126.97
Total:	625.00	11,822.86

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,858.29	689.88	0.00
MC	11,509.42	166.89	166.89
SS	11,509.42	713.58	713.58
Unemployment	11,758.03	0.00	0.00
Total:	1,570.35	880.47	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,822.86	591.13	511.94
520	0.00	60.00	0.00
540	0.00	41.05	0.00
550	0.00	64.83	0.00
551	0.00	159.60	0.00
580	0.00	9.18	0.00
590	0.00	0.00	1,904.76
595	0.00	8.58	0.00
610	0.00	27.00	0.00
615	0.00	80.43	0.00
Total:	1,041.80	2,416.70	

RECAP 2150 - County Clerk

Earnings: 11,822.86 Benefits: 0.00 Deductions: 1,041.80 Taxes: 1,570.35 Net Pay: 9,210.71

Department: 3000 - County Clerk

Total Direct Deposits: 948.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	129.93
Hourly	67.75	1,100.36
S	4.25	69.02
Total:	80.00	1,299.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,033.57	0.00	0.00
MC	1,098.54	15.93	15.93
SS	1,098.54	68.11	68.11
Unemployment	1,299.31	0.00	0.00
Total:	84.04	84.04	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,299.31	64.97	56.26
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	267.27	388.72	

RECAP 3000 - County Clerk

Earnings: 1,299.31 Benefits: 0.00 Deductions: 267.27 Taxes: 84.04 Net Pay: 948.00

Department: 3200 - District Attorney

Total Direct Deposits: 20,543.99
 Total Check Amounts: 146.60

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	64.00	1,220.95
165 Stipend w/RET	0.00	16.15
DA Supplement	0.00	356.29
FLOAT	8.00	261.18
Hourly	540.75	10,285.71
S	23.25	571.85
SAL	-18.00	14,814.91
Vacation	28.00	653.26
yPayroll Accting Adj	0.00	27.12
Total:	646.00	28,207.42

TAXES

Code	Subject To	Employee	Employer
Federal W/H	25,537.34	2,768.43	0.00
MC	27,007.70	391.61	391.61
SS	27,007.70	1,674.47	1,674.47
Unemployment	27,721.41	0.00	0.00
Total:		4,834.51	2,066.08

DEDUCTIONS

Code	Subject To	Employee	Employer
400	28,207.42	1,410.36	1,221.39
520	0.00	60.00	0.00
550	0.00	113.57	0.00
551	0.00	416.00	0.00
552	0.00	100.00	0.00
580	0.00	12.24	0.00
590	0.00	476.25	4,171.98
595	0.00	8.58	0.00
615	0.00	85.32	0.00
Total:		2,682.32	5,393.37

RECAP 3200 - District Attorney

Earnings: 28,207.42 Benefits: 0.00 Deductions: 2,682.32 Taxes: 4,834.51 Net Pay: 20,690.59

Department: 3220 - District Clerk

Total Direct Deposits: 8,079.55
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	48.00	793.74
HOL	8.00	116.24
Hourly	476.00	7,735.86
Payroll Accting Adj	0.00	-0.27
S	12.00	189.79
SAL	1.00	1,874.15
Vacation	8.00	134.77
Total:	553.00	10,844.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,555.95	694.71	0.00
MC	10,198.18	147.87	147.87
SS	10,198.18	632.29	632.29
Unemployment	8,955.38	0.00	0.00
Total:		1,474.87	780.16

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,844.28	542.23	469.57
520	0.00	100.00	0.00
550	0.00	14.75	0.00
551	0.00	36.76	0.00
580	0.00	1.53	0.00
590	0.00	491.51	2,584.68
595	0.00	11.19	0.00
615	0.00	91.89	0.00
Total:		1,289.86	3,054.25

RECAP 3220 - District Clerk

Earnings: 10,844.28 Benefits: 0.00 Deductions: 1,289.86 Taxes: 1,474.87 Net Pay: 8,079.55

Department: 3230 - District Judge

Total Direct Deposits: 5,006.69
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	138.84
Hourly	64.00	1,110.75
S	11.00	438.39
SAL	-6.00	4,890.88
Vacation	8.00	138.84
Total:	85.00	6,717.70

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,802.02	316.59	0.00
MC	6,237.91	90.45	90.45
SS	6,237.91	386.76	386.76
Unemployment	6,694.62	0.00	0.00
Total:	793.80	793.80	477.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,717.70	335.89	290.89
520	0.00	100.00	0.00
551	0.00	80.64	0.00
580	0.00	1.53	0.00
590	0.00	317.50	664.92
615	0.00	81.65	0.00
Total:	917.21	917.21	955.81

RECAP 3230 - District Judge

Earnings: 6,717.70 Benefits: 0.00 Deductions: 917.21 Taxes: 793.80 Net Pay: 5,006.69

Department: 3240 - County Court Law

Total Direct Deposits: 6,746.50
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
Payroll Accting Adj	1.00	778.72
SAL	2.00	5,506.98
Total:	3.00	9,516.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,758.29	1,286.25	0.00
MC	9,484.11	137.52	137.52
SS	9,484.11	588.02	588.02
Unemployment	9,486.97	0.00	0.00
Total:	2,011.79	2,011.79	725.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,516.47	475.82	412.06
520	0.00	250.00	0.00
550	0.00	29.50	0.00
590	0.00	0.00	317.46
595	0.00	2.86	0.00
Total:	758.18	758.18	729.52

RECAP 3240 - County Court Law

Earnings: 9,516.47 Benefits: 0.00 Deductions: 758.18 Taxes: 2,011.79 Net Pay: 6,746.50

Department: 3251 - JP Prect. 1

Total Direct Deposits: 2,505.52
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	16.00	251.78
165 Stipend w/RET	0.00	16.15
Hourly	120.00	1,890.17
S	16.00	248.08
SAL	1.00	1,541.36
Vacation	8.00	127.74
Total:	161.00	4,075.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,051.16	220.11	0.00
MC	3,254.93	47.20	47.20
SS	3,254.93	201.80	201.80
Unemployment	2,493.77	0.00	0.00
Total:		469.11	249.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,075.28	203.77	176.46
550	0.00	51.81	0.00
551	0.00	189.00	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	506.57	967.38
615	0.00	72.97	0.00
Total:		1,100.65	1,143.84

RECAP 3251 - JP Prect. 1

Earnings: 4,075.28 Benefits: 0.00 Deductions: 1,100.65 Taxes: 469.11 Net Pay: 2,505.52

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,170.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	16.00	252.89
165 Stipend w/RET	0.00	16.15
Hourly	138.00	2,180.18
SAL	1.00	1,541.36
Vacation	6.00	95.80
Total:	161.00	4,086.38

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,775.58	284.25	0.00
MC	3,979.91	57.71	57.71
SS	3,979.91	246.76	246.76
Unemployment	4,059.15	0.00	0.00
Total:		588.72	304.47

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,086.38	204.33	176.94
550	0.00	27.23	0.00
580	0.00	3.06	0.00
590	0.00	0.00	952.38
595	0.00	8.44	0.00
610	0.00	13.50	0.00
615	0.00	70.80	0.00
Total:		327.36	1,129.32

RECAP 3252 - JP Prect. 2

Earnings: 4,086.38 Benefits: 0.00 Deductions: 327.36 Taxes: 588.72 Net Pay: 3,170.30

Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,470.14
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	127.74
165 Stipend w/RET	0.00	16.15
Hourly	115.00	1,622.63
SAL	1.00	1,541.36
Total:	124.00	3,307.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,923.87	217.39	0.00
MC	3,089.27	44.80	44.80
SS	3,089.27	191.54	191.54
Unemployment	3,280.65	0.00	0.00
Total:	12,382.06	453.73	236.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,307.88	165.40	143.23
550	0.00	27.23	0.00
590	0.00	158.75	649.92
595	0.00	2.86	0.00
615	0.00	29.77	0.00
Total:	3,307.88	384.01	793.15

RECAP 3253 - JP Prect. 3

Earnings: 3,307.88 Benefits: 0.00 Deductions: 384.01 Taxes: 453.73 Net Pay: 2,470.14

Department: 3254 - JP Prect. 4

Total Direct Deposits: 1,726.86
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	127.74
165 Stipend w/RET	0.00	16.15
Hourly	72.00	1,149.63
SAL	1.00	1,541.36
Total:	81.00	2,834.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,313.61	130.86	0.00
MC	2,455.36	35.60	35.60
SS	2,455.36	152.23	152.23
Unemployment	1,277.37	0.00	0.00
Total:	8,501.70	318.69	187.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,834.88	141.75	122.75
530	0.00	230.77	0.00
540	0.00	34.23	0.00
551	0.00	40.00	0.00
580	0.00	3.06	0.00
590	0.00	317.50	664.92
615	0.00	22.02	0.00
Total:	2,834.88	789.33	787.67

RECAP 3254 - JP Prect. 4

Earnings: 2,834.88 Benefits: 0.00 Deductions: 789.33 Taxes: 318.69 Net Pay: 1,726.86

Department: 4300 - County Sheriff

Total Direct Deposits: 53,208.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	248.00	4,781.81
165 Stipend w/RET	0.00	533.09
FH - LAW	12.00	268.93
FLOAT	8.00	160.42
Hourly	2,182.75	41,770.40
LWP	85.50	1,558.37
OT	69.50	1,775.66
S	48.00	879.58
SAL	-41.00	13,210.21
Uniform	0.00	825.00
Vacation	193.75	3,814.19
yPayroll Accting Adj	0.00	179.28
Total:	2,806.50	69,756.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	64,406.86	5,671.80	0.00
MC	67,994.71	985.92	985.92
SS	67,994.71	4,215.69	4,215.69
Unemployment	66,363.83	0.00	0.00
Total:		10,873.41	5,201.61

DEDUCTIONS

Code	Subject To	Employee	Employer
400	69,756.94	3,487.85	3,020.47
520	0.00	100.00	0.00
530	0.00	176.66	0.00
540	0.00	38.13	0.00
550	0.00	341.19	0.00
551	0.00	416.00	0.00
580	0.00	26.01	0.00
590	0.00	635.00	10,853.64
595	0.00	17.02	0.00
610	0.00	84.39	0.00
615	0.00	353.02	0.00
Total:		5,675.27	13,874.11

RECAP 4300 - County Sheriff

Earnings:	69,756.94	Benefits:	0.00	Deductions:	5,675.27	Taxes:	10,873.41	Net Pay:	53,208.26
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Department: 4310 - County Jail

Total Direct Deposits: 66,876.81
 Total Check Amounts: 4,706.59

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	392.00	6,995.04
165 Stipend w/RET	0.00	295.00
BEREAVEMENT	24.00	416.91
FH - LAW	24.00	431.08
HOL	16.00	279.42
Hourly	3,702.30	65,898.17
LWOP	80.00	0.00
OT	187.50	4,736.20
S	220.57	4,361.57
SAL	-13.00	5,731.90
Uniform	0.00	1,050.00
Vacation	188.43	3,422.80
Total:	4,821.80	93,618.09

TAXES

Code	Subject To	Employee	Employer
Federal W/H	86,816.95	7,658.05	0.00
MC	91,597.87	1,328.18	1,328.18
SS	91,597.87	5,679.04	5,679.04
Unemployment	93,184.93	0.00	0.00
Total:	14,665.27	7,007.22	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	93,618.09	4,680.92	4,053.67
520	0.00	100.00	0.00
530	0.00	323.54	0.00
550	0.00	433.16	0.00
551	0.00	237.55	0.00
580	0.00	22.95	0.00
590	0.00	793.75	15,948.00
595	0.00	47.93	0.00
610	0.00	42.76	0.00
615	0.00	507.83	0.00
620	0.00	179.03	0.00
Total:	7,369.42	20,001.67	

RECAP 4310 - County Jail

Earnings:	93,618.09	Benefits:	0.00	Deductions:	7,369.42	Taxes:	14,665.27	Net Pay:	71,583.40
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Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 1,312.78
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	48.00	630.24
SAL	1.00	996.98
Total:	49.00	1,643.37

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,561.20	122.71	0.00
MC	1,643.37	23.83	23.83
SS	1,643.37	101.88	101.88
Unemployment	630.24	0.00	0.00
Total:	248.42	125.71	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,643.37	82.17	71.16
Total:	82.17	71.16	

RECAP 4321 - Constables-Pct. 1

Earnings:	1,643.37	Benefits:	0.00	Deductions:	82.17	Taxes:	248.42	Net Pay:	1,312.78
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Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,545.42
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	102.00	1,339.26
SAL	1.00	996.98
Total:	103.00	2,352.39

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,108.99	393.22	0.00
MC	2,226.62	32.29	32.29
SS	2,226.62	138.06	138.06
Unemployment	2,338.77	0.00	0.00
Total:	563.57	170.35	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,352.39	117.63	101.86
550	0.00	13.62	0.00
551	0.00	96.00	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	243.40	419.32	

RECAP 4322 - Constables-Pct. 2

Earnings: 2,352.39 Benefits: 0.00 Deductions: 243.40 Taxes: 563.57 Net Pay: 1,545.42

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 1,163.29
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	55.00	722.15
SAL	1.00	996.98
Total:	56.00	1,735.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,438.24	29.84	0.00
MC	1,525.01	22.10	22.10
SS	1,525.01	94.56	94.56
Unemployment	1,705.78	0.00	0.00
Total:	146.50	116.66	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,735.28	86.77	75.13
590	0.00	126.92	0.00
550	0.00	29.50	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	425.49	407.59	

RECAP 4323 - Constables-Pct. 3

Earnings: 1,735.28 Benefits: 0.00 Deductions: 425.49 Taxes: 146.50 Net Pay: 1,163.29

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,333.41
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.50
Hourly	75.00	984.75
SAL	1.00	996.98
Total:	76.00	1,998.23

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,607.89	139.24	0.00
MC	1,747.80	25.34	25.34
SS	1,747.80	108.37	108.37
Unemployment	984.75	0.00	0.00
Total:	7,098.24	272.95	133.71

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,998.23	99.91	86.51
520	0.00	40.00	0.00
550	0.00	18.92	0.00
551	0.00	45.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
595	0.00	5.74	0.00
615	0.00	22.02	0.00
Total:	1,998.23	391.87	418.97

RECAP 4324 - Constables-Pct. 4

Earnings: 1,998.23 Benefits: 0.00 Deductions: 391.87 Taxes: 272.95 Net Pay: 1,333.41

Department: 4330 - Driver's License

Total Direct Deposits: 445.85
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	514.40
Total:	40.00	514.40

TAXES

Code	Subject To	Employee	Employer
Federal W/H	488.68	3.48	0.00
MC	514.40	7.46	7.46
SS	514.40	31.89	31.89
Unemployment	514.40	0.00	0.00
Total:	2,031.88	42.83	39.35

DEDUCTIONS

Code	Subject To	Employee	Employer
400	514.40	25.72	22.27
Total:	514.40	25.72	22.27

RECAP 4330 - Driver's License

Earnings: 514.40 Benefits: 0.00 Deductions: 25.72 Taxes: 42.83 Net Pay: 445.85

Department: 5401 - Juvenile Probation

Total Direct Deposits: 13,704.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	56.00	1,326.78
165 Stipend w/RET	0.00	129.20
Hourly	465.00	11,004.59
JP COMP TAKEN	11.50	269.26
S	28.00	824.70
SAL	-22.00	5,076.31
Vacation	23.50	713.97
Total:	562.00	19,344.81

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	22.25	552.57
Total:	22.25	552.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,453.49	1,389.58	0.00
MC	17,665.74	256.15	256.15
SS	17,665.74	1,095.27	1,095.27
Unemployment	19,344.81	0.00	0.00
Total:	2,741.00	1,351.42	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,344.81	967.25	837.63
520	0.00	245.00	0.00
551	0.00	536.00	0.00
552	0.00	376.00	0.00
580	0.00	7.65	0.00
590	0.00	650.26	2,584.68
595	0.00	2.86	0.00
615	0.00	113.95	0.00
Total:	2,898.97	3,422.31	

RECAP 5401 - Juvenile Probation

Earnings:	19,344.81	Benefits:	552.57	Deductions:	2,898.97	Taxes:	2,741.00	Net Pay:	13,704.84
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Department: 6520 - Building Maintenance

Total Direct Deposits: 5,807.09
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	40.00	664.00
165 Stipend w/RET	0.00	48.45
Hourly	288.00	4,761.89
LWOP	56.00	0.00
S	16.00	278.69
SAL	1.00	1,712.66
Total:	401.00	7,465.69

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,896.48	513.29	0.00
MC	7,269.76	105.41	105.41
SS	7,269.76	450.73	450.73
Unemployment	7,392.24	0.00	0.00
Total:	1,069.43	556.14	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,465.69	373.28	323.28
550	0.00	73.45	0.00
551	0.00	90.00	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,904.76
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	23.90	0.00
Total:	589.17	2,228.04	

RECAP 6520 - Building Maintenance

Earnings:	7,465.69	Benefits:	0.00	Deductions:	589.17	Taxes:	1,069.43	Net Pay:	5,807.09
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Department: 6550 - Elections

Total Direct Deposits: 2,071.50
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	124.79
Hourly	72.00	1,123.09
S	8.00	174.69
SAL	-7.00	1,572.23
Total:	81.00	2,994.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,403.58	108.90	0.00
MC	2,613.32	37.90	37.90
SS	2,613.32	162.03	162.03
Unemployment	2,974.03	0.00	0.00
Total:		308.83	199.93

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,994.80	149.74	129.67
520	0.00	60.00	0.00
550	0.00	20.77	0.00
551	0.00	112.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	649.92
595	0.00	8.31	0.00
610	0.00	20.19	0.00
615	0.00	81.65	0.00
Total:		614.47	779.59

RECAP 6550 - Elections

Earnings:	2,994.80	Benefits:	0.00	Deductions:	614.47	Taxes:	308.83	Net Pay:	2,071.50
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Department: 6560 - Commissioners Court

Total Direct Deposits: 8,403.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	162.64
165 Stipend w/RET	0.00	212.51
FLOAT	8.00	144.12
HOL	8.00	0.00
Hourly	130.50	2,517.64
S	1.50	27.02
SAL	5.00	8,733.73
Vacation	4.00	72.06
Total:	165.00	11,869.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,935.76	717.84	0.00
MC	10,569.24	153.25	153.25
SS	10,569.24	655.29	655.29
Unemployment	10,098.71	0.00	0.00
Total:		1,526.38	808.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,869.72	593.48	513.98
520	0.00	40.00	0.00
550	0.00	71.32	0.00
551	0.00	124.00	0.00
580	0.00	6.12	0.00
590	0.00	983.02	2,282.22
595	0.00	11.19	0.00
615	0.00	110.95	0.00
Total:		1,940.08	2,796.20

RECAP 6560 - Commissioners Court

Earnings:	11,869.72	Benefits:	0.00	Deductions:	1,940.08	Taxes:	1,526.38	Net Pay:	8,403.26
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,008.62
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	1,292.30
Total:	1.00	1,308.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,213.26	106.82	0.00
MC	1,278.68	18.54	18.54
SS	1,278.68	79.28	79.28
Unemployment	1,294.83	0.00	0.00
Total:	204.64	97.82	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,308.45	65.42	56.66
550	0.00	13.62	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	95.19	374.12	

RECAP 6570 - Veteran Service Officer

Earnings: 1,308.45 Benefits: 0.00 Deductions: 95.19 Taxes: 204.64 Net Pay: 1,008.62

Department: 6580 - Human Resources

Total Direct Deposits: 990.91
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,663.85
Total:	1.00	1,663.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,559.29	442.73	0.00
MC	1,642.48	23.82	23.82
SS	1,642.48	101.83	101.83
Unemployment	1,650.23	0.00	0.00
Total:	568.38	125.65	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,663.85	83.19	72.04
550	0.00	13.62	0.00
615	0.00	7.75	0.00
Total:	104.56	72.04	

RECAP 6580 - Human Resources

Earnings: 1,663.85 Benefits: 0.00 Deductions: 104.56 Taxes: 568.38 Net Pay: 990.91

Department: 6590 - Purchasing

Total Direct Deposits: 1,423.49
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	1,846.15
Total:	1.00	1,862.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,761.43	196.07	0.00
MC	1,854.55	26.89	26.89
SS	1,854.55	114.98	114.98
Unemployment	1,862.30	0.00	0.00
Total:	337.94	141.87	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,862.30	93.12	80.64
590	0.00	0.00	317.46
615	0.00	7.75	0.00
Total:	100.87	398.10	

RECAP 6590 - Purchasing

Earnings: 1,862.30 Benefits: 0.00 Deductions: 100.87 Taxes: 337.94 Net Pay: 1,423.49

Department: 6610 - IT-Technology

Total Direct Deposits: 3,323.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	177.79
165 Stipend w/RET	0.00	69.24
Hourly	55.00	1,222.31
S	25.00	650.77
SAL	-7.00	2,456.70
Total:	81.00	4,576.81

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,051.66	382.58	0.00
MC	4,480.50	64.97	64.97
SS	4,480.50	277.79	277.79
Unemployment	4,532.70	0.00	0.00
Total:	725.34	342.76	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,576.81	228.84	198.17
520	0.00	200.00	0.00
550	0.00	44.11	0.00
551	0.00	36.00	0.00
580	0.00	3.06	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	528.21	833.09	

RECAP 6610 - IT-Technology

Earnings: 4,576.81 Benefits: 0.00 Deductions: 528.21 Taxes: 725.34 Net Pay: 3,323.26

Department: 6630 - Grant Writing

Total Direct Deposits: 1,727.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	2,115.38
Total:	1.00	2,131.53

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,024.95	134.84	0.00
MC	2,131.53	30.91	30.91
SS	2,131.53	132.15	132.15
Unemployment	2,131.53	0.00	0.00
Total:	297.90	163.06	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,131.53	106.58	92.30
Total:	106.58	92.30	

RECAP 6630 - Grant Writing

Earnings: 2,131.53 Benefits: 0.00 Deductions: 106.58 Taxes: 297.90 Net Pay: 1,727.05

Department: 6640 - Code Investigator

Total Direct Deposits: 1,265.65
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	153.81
165 Stipend w/RET	0.00	34.62
Hourly	64.00	1,230.48
5	8.00	153.81
Total:	80.00	1,572.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,474.08	88.12	0.00
MC	1,552.72	22.51	22.51
SS	1,552.72	96.27	96.27
Unemployment	1,572.72	0.00	0.00
Total:	206.90	118.78	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,572.72	78.64	68.10
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:	100.17	385.56	

RECAP 6640 - Code Investigator

Earnings: 1,572.72 Benefits: 0.00 Deductions: 100.17 Taxes: 206.90 Net Pay: 1,265.65

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 2,788.76
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
HOL	8.00	156.96
Hourly	72.00	1,412.93
SAL	1.00	2,170.57
Total:	81.00	3,809.70

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,416.44	340.27	0.00
MC	3,756.93	54.48	54.48
SS	3,756.93	232.93	232.93
Unemployment	3,794.95	0.00	0.00
Total:	627.68	287.41	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,809.70	190.49	164.96
520	0.00	150.00	0.00
550	0.00	14.75	0.00
590	0.00	0.00	634.92
595	0.00	5.72	0.00
615	0.00	32.30	0.00
Total:	393.26	799.88	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,809.70 Benefits: 0.00 Deductions: 393.26 Taxes: 627.68 Net Pay: 2,788.76

Department: 7610 - Sanitation Department

Total Direct Deposits: 0.00
 Total Check Amounts: 1,599.13

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
HOL	8.00	190.40
Hourly	72.00	1,713.92
Total:	80.00	1,938.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,841.99	40.96	0.00
MC	1,938.94	28.11	28.11
SS	1,938.94	120.21	120.21
Unemployment	1,938.94	0.00	0.00
Total:		189.28	148.32

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,938.94	96.95	83.96
540	0.00	52.05	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:		150.53	401.42

RECAP 7610 - Sanitation Department

Earnings: 1,938.94 Benefits: 0.00 Deductions: 150.53 Taxes: 189.28 Net Pay: 1,599.13

Department: 8700 - County Agent

Total Direct Deposits: 3,790.82
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	134.81
Hourly	72.00	1,213.25
SAL	3.00	3,354.07
Total:	83.00	4,702.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,536.87	386.27	0.00
MC	4,683.12	67.90	67.90
SS	4,683.12	290.35	290.35
Unemployment	4,702.13	0.00	0.00
Total:		744.52	358.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,924.98	146.25	126.65
580	0.00	1.53	0.00
590	0.00	0.00	634.92
595	0.00	2.86	0.00
615	0.00	16.15	0.00
Total:		166.79	761.57

RECAP 8700 - County Agent

Earnings: 4,702.13 Benefits: 0.00 Deductions: 166.79 Taxes: 744.52 Net Pay: 3,790.82



Caldwell County, TX

Detail Register Payroll Summary

Packet: PYPKT01263 - 021719 thru 030219 Pay Period with Pay Date 030819
Payroll Set: 01 - Payroll Set 01

Pay Period: 02/17/2019 - 03/02/2019

Total Direct Deposits: 275,500.45 } *290,373.87*
Total Check Amounts: 14,873.42

Males Paid: 128
Females Paid: 115
Total Employees: 243

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	1,320.00	24,027.17
165 Stipend w/RET	0.00	1,703.19
BEREAVEMENT	24.00	416.91
DA Supplement	0.00	356.29
FH - LAW	36.00	700.01
FLOAT	56.00	1,101.60
HOL	56.00	922.30
Hourly	12,437.05	224,029.39
JP COMP TAKEN	11.50	269.26
Jud Stip	0.00	3,230.77
LWOP	151.85	0.00
LWP	85.50	1,558.37
OT	262.00	6,651.39
Payroll Accting Adj	1.00	778.45
S	552.29	11,214.60
SAL	-92.00	98,345.24
Uniform	0.00	2,000.00
Vacation	553.11	10,675.72
yPayroll Accting Adj	8.00	331.19
Total:	15,462.30	388,311.85

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	22.25	552.57
Total:	22.25	552.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	352,030.32	30,711.95	0.00
MC	373,232.12	5,411.88	5,411.88
SS	373,232.12	23,140.38	23,140.38
Unemployment	372,655.50	0.00	0.00
Total:		59,264.21	28,552.26

87,866.47

DEDUCTIONS

Code	Subject To	Employee	Employer
400	386,534.70	19,326.80	16,737.00
520	0.00	1,875.00	0.00
530	0.00	857.89	0.00
540	0.00	165.46	0.00
550	0.00	1,710.35	0.00
551	0.00	3,012.55	0.00
552	0.00	476.00	0.00
560	0.00	75.00	0.00
580	0.00	148.41	0.00
590	0.00	7,424.38	64,711.92
595	0.00	206.44	0.00
610	0.00	218.64	0.00
615	0.00	2,250.01	0.00
620	0.00	397.75	0.00
Bankruptcy	0.00	529.09	0.00
Total:		38,673.77	81,448.92

Payroll

RECAP 01 - Payroll Set 01

Earnings:	388,311.85	Benefits:	552.57	Deductions:	38,673.77	Taxes:	59,264.21	Net Pay:	290,373.87
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290,373.87

**B. \$87,816.47 Payroll Tax for
02/17/2019 – 03/02/2019); Backup: 2.**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *Payroll Taxes \$87,816.47*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) _____

(2) _____

(3) _____

(4) _____

4. Backup Materials: No backup materials *2* Total # of pages of backup material

5. 

Signature of Court Member
Exhibit A

3/19/19

Date



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT01263 - 021719 thru 030219 Pay Period with Pay Date 030819
 Payroll Set: 01 - Payroll Set 01

Pay Period: 02/17/2019 - 03/02/2019

Total Direct Deposits: 275,500.45 } 290,373.87
 Total Check Amounts: 14,873.42

Males Paid: 128
 Females Paid: 115
 Total Employees: 243

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	1,320.00	24,027.17
165 Stipend w/RET	0.00	1,703.19
BEREAVEMENT	24.00	416.91
DA Supplement	0.00	356.29
FH - LAW	36.00	700.01
FLOAT	56.00	1,101.60
HOL	56.00	922.30
Hourly	12,437.05	224,029.39
JP COMP TAKEN	11.50	269.26
Jud Stip	0.00	3,230.77
LWOP	151.85	0.00
LWP	85.50	1,558.37
OT	262.00	6,651.39
Payroll Accting Adj	1.00	778.45
S	552.29	11,214.60
SAL	-92.00	98,345.24
Uniform	0.00	2,000.00
Vacation	553.11	10,675.72
yPayroll Accting Adj	8.00	331.19
Total:	15,462.30	388,311.85

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	22.25	552.57
Total:	22.25	552.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	352,030.32	30,711.95	0.00
MC	373,232.12	5,411.88	5,411.88
SS	373,232.12	23,140.38	23,140.38
Unemployment	372,655.50	0.00	0.00
Total:		59,264.21	28,552.26

81,816.47
 Payroll Taxes

DEDUCTIONS

Code	Subject To	Employee	Employer
400	386,534.70	19,326.80	16,737.00
520	0.00	1,875.00	0.00
530	0.00	857.89	0.00
540	0.00	165.46	0.00
550	0.00	1,710.35	0.00
551	0.00	3,012.55	0.00
552	0.00	476.00	0.00
560	0.00	75.00	0.00
580	0.00	148.41	0.00
590	0.00	7,424.38	64,711.92
595	0.00	206.44	0.00
610	0.00	218.64	0.00
615	0.00	2,250.01	0.00
620	0.00	397.75	0.00
Bankruptcy	0.00	529.09	0.00
Total:		38,673.77	81,448.92

RECAP 01 - Payroll Set 01

Earnings: 388,311.85 Benefits: 552.57 Deductions: 38,673.77 Taxes: 59,264.21 Net Pay: 290,373.87

**C. \$154,259.90 (TAC BCBS March 2019);
Backup: 4**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *to approve re-occurring County payment.*
TAC BCBS - \$154,259.90

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) _____

(2) _____

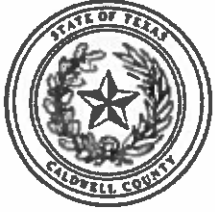
(3) _____

(4) _____

4. Backup Materials: No backup materials 4 Total # of pages of backup material

5.  _____
Signature of Court Member
Exhibit A

3/14/2019 _____
Date



Caldwell County, TX

Payment Register

APPKT02984 - 3/05/19 TACBCBS

01 - Vendor Set 01

Bank: EMP BEN BNK - Cash - Emp Benefit Trust

Vendor Number	Vendor Name			Total Vendor Amount
TACBCBS	TEXAS ASSOCIATION OF COUNTIES HEALTH BEN			154,259.90
Payment Type	Payment Number		Payment Date	Payment Amount
Check			03/06/2019	154,259.90
Payable Number	Description	Payable Date	Due Date	Discount Amount
94687201903	GROUP # 94687 BILLING PERIOD: MARCH 2019	02/20/2019	03/05/2019	0.00
				Payable Amount
				154,259.90

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
EMP BEN BNK	Check	1	1	0.00	154,259.90
Packet Totals:		1	1	0.00	154,259.90

Cash Fund Summary

Fund	Name	Amount
001	GENERAL FUND	-154,259.90
Packet Totals:		<u>-154,259.90</u>

D. \$15,614.92 (Insurance Benefits March 2019); Backup: 5

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only

\$15,614.92 Insurance Benefits

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) _____

(2) _____

(3) _____

(4) _____

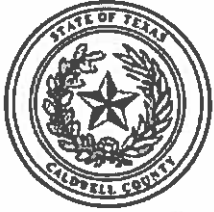
4. Backup Materials: No backup materials 5 Total # of pages of backup material

5. 

Signature of Court Member
Exhibit A

3/14/2019

Date



Caldwell County, TX

Payment Register

APPKT02985 - 3/06/19 INSURANCE BENEFITS

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number	Vendor Name					Total Vendor Amount
<u>DENSEL</u>	DENTAL SELECT					4,894.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	4,894.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>65610000</u>	GRP# 6561G-TX / GRP # 6561TV-TX	02/15/2019	03/06/2019	0.00	4,894.60	
<u>IRS/AK</u>	INTERNAL REVENUE SERVICE					150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	[REDACTED]	03/06/2019	03/06/2019	0.00	150.00	
<u>MARVIE</u>	MARY K. VIEGELAHN					1,058.18
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	1,058.18	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	[REDACTED]	03/06/2019	03/06/2019	0.00	1,058.18	
<u>NATFAM</u>	NATIONAL FAMILY CARE LIFE INSURANCE					4,391.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	4,391.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	BILL ID # 4503 / # 5201 FEBRUARY 2019	02/28/2019	03/06/2019	0.00	4,391.10	
<u>NATRET</u>	NATIONWIDE RETIREMENT SOLUTIONS					3,650.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	3,650.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	ENTITY # 652015 FEBRUARY 2019	03/06/2019	03/06/2019	0.00	3,650.00	
<u>NEWYOR</u>	NEW YORK LIFE INSURANCE CO.					330.91
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	330.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21819</u>	REMITTER ID # 006923192 D FEBRUARY 2019	02/18/2019	03/06/2019	0.00	330.91	
<u>TGCOL</u>	TRELLIS COMPANY					795.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	437.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>022019</u>	[REDACTED]	03/06/2019	03/06/2019	0.00	437.44	
Check				03/06/2019	358.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22019</u>	[REDACTED]	03/06/2019	03/06/2019	0.00	358.06	

Payment Register

APPKT02985 - 3/06/19 INSURANCE BENEFITS

Vendor Number	Vendor Name					Total Vendor Amount
<u>ALLWOR</u>	WORKERS ASSISTANCE PROGRAM					344.63
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2019	344.63	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00069482</u>	FEBRUARY 2019 EMPLOYEES COVERED	02/28/2019	03/06/2019	0.00	344.63	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	9	9	0.00	15,614.92
Packet Totals:		9	9	0.00	15,614.92

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-15,614.92
Packet Totals:		<u>-15,614.92</u>

**3. To accept the February 2019 Tax Collection Report submitted by the Caldwell County Appraisal District.
Backup: 4**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *To Accept the February 2019 Tax Collection Report from the Caldwell County Appraisal District*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) _____

(2) _____

(3) _____

(4) _____

4. Backup Materials: No backup materials 4 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/2019
Date

CALDWELL COUNTY COMMISSIONERS

Tax Collection Report

FEBRUARY 2019

	February	Prior Months	YTD TOTAL	PRIOR YEAR
2018 Tax Collection	\$455,391.29	\$15,565,756.71	\$16,021,148.00	\$14,788,602.74
2017 & Prior Collection	\$52,035.90	\$286,926.71	\$338,962.61	\$374,060.20
Total Tax Collection =	\$507,427.19	\$15,852,683.42	\$16,360,110.61	\$15,162,662.94

note: Above figures include penalties and interest collected
2018 Original Levy \$17,582,042.79

February 28, 2019 Percent of 2018 Tax Collected	91.01%
February 28, 2018 Percent of 2017 Tax Collected	91.09%
February 28, 2017 Percent of 2016 Tax Collected	90.54%
February 28, 2019 - Balance of Delinquent Tax	\$1,538,863.02
February 28, 2018 - Balance of Delinquent Tax	\$1,451,573.04
February 28, 2017 - Balance of Delinquent Tax	\$1,416,993.00

Corrections made to Current Tax Roll (\$4,473.88)

Corrections made to Delinquent Tax Roll \$1,184.63

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$9,438.04

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser
Caldwell County Appraisal District

CALDWELL COUNTY

Balance Sheet

FEBRUARY 2019

DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 8-Feb-19	\$78,428.23	\$7,190.93	EFT
(2) 14-Feb-19	\$62,038.47	\$5,689.56	EFT
(3) 21-Feb-19	\$61,970.32	\$5,726.76	EFT
(4) 27-Feb-19	\$86,679.23	\$7,948.18	EFT
(5) 6-Mar-19	\$175,643.26	\$16,112.25	EFT
(6)	\$0.00	\$0.00	
(7)	\$0.00	\$0.00	
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$464,759.51</u>	<u>\$42,667.68</u>	
TOTAL ALL DEPOSITS	<u>\$507,427.19</u>		

CALDWELL COUNTY

Balance Sheet

FEBRUARY 2019

Collections

	FARM TO MARKET M & O		GENERAL FUND	
			M & O	I & S
Current Tax	\$55.26		\$389,530.48	\$35,570.32
Current P & I	\$2.24		\$27,703.12	\$2,529.87
Delinquent Tax	\$5.50		\$35,460.75	\$3,375.48
Delinquent P & I	\$2.00		\$11,993.55	\$1,192.01
		Subtotals	\$464,687.90	\$42,667.68
TOTAL FTM	\$65.00	TOTAL GCA	\$507,355.58	
	ROAD & BRIDGE M & O		STATE TAX M & O	
Current Tax	n/a		n/a	
Current P & I	n/a		n/a	
Delinquent Tax	\$1.51		\$0.00	
Delinquent P & I	\$5.10		\$0.00	
TOTAL RAB	\$6.61	TOTAL STX	\$0.00	
TOTAL COUNTY COLLECTIONS			\$507,427.19	

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$9,438.04

Attorney Fees Detail

FTM	\$0.98
GCA	\$9,436.15
RAB	\$0.91
STX	\$0.00

4. To accept CASA's Internal Revenue Service 501c3 designation letter and Financial Audit FY06/30/18; Backup: 51

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *To accept CASA of Central Texas' IRS 501c3 designation letter and Financial Audit FYE 6/30/18*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____

4. Backup Materials: No backup materials 51 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/19
Date



CASA OF CENTRAL TEXAS, INC.

New Braunfels
830.626.2272
FAX: 830.626.3636
1619 E. Common, Suite 301
New Braunfels, Texas 78130

San Marcos
512.392.3578
FAX: 512.392.3702
PO Box 1267
San Marcos, Texas 78667

A Powerful Voice In A Child's Life ®
www.casacentex.org

Serving Caldwell, Comal, Guadalupe & Hays Counties 

March ⁷~~8~~, 2019
USPS First-class

Caldwell County Commissioners Court
110 S. Main Street
Lockhart, Texas 78644

Dear Commissioners,

Pursuant to *Texas Government Code §51.961* on family protection fees disbursement to child abuse prevention service providers, CASA of Central Texas respectfully requests to be continued as a selected nonprofit agency.

CASA of Central Texas provides direct services as Guardian ad Litem for abused and neglected children in foster and substitute care of the State of Texas in Caldwell County. We are involved in child abuse prevention and intervention by providing referrals and services to families who have experienced the abuse or neglect of a child.

Organization contact information:

Court Appointed Special Advocates (CASA) of Central Texas, Inc.
111 E San Antonio St Ste 201, San Marcos TX 78666 (temporary)
PO Box 1267, San Marcos TX 78667
Norma Castilla-Blackwell, Executive Director
Phone: 512-392-3578 Fax: 512-392-3702

Organization Mission:

CASA of Central Texas advocates for abused and neglected children in the court and child welfare system by recruiting, training and supporting community volunteers.

Funding Purpose:

When children are removed from their homes due to abuse and neglect, they enter an overburdened child welfare and court system where individual attention is scarce. CASA of Central Texas envisions a world where every child thrives in a safe, stable and loving home. A trained Court Appointed Special Advocate (CASA) volunteer represents a child's best interests, advocating for needed services and helping the court find a safe and permanent home.



CASA OF CENTRAL TEXAS, INC.

New Braunfels
830.626.2272
FAX: 830.626.3636
1619 E. Common, Suite 301
New Braunfels, Texas 78130

San Marcos
512.392.3578
FAX: 512.392.3702
PO Box 1267
San Marcos, Texas 78667

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Serving Caldwell, Comal, Guadalupe & Hays Counties



In 2018, Caldwell County had 151 children in foster and substitute care. CASA served 21 children, or 14% of the Caldwell child population in foster care. **However, another 130 Caldwell children did not have a CASA "voice" advocating for their needs.** Studies show that children with a CASA receive more services than children without CASA involvement. The need for more Caldwell volunteers is paramount. These child victims must not be forgotten in their recovery from the abuse and neglect they have already suffered.

CASA is the only program in Caldwell County appointed by judges as Guardian Ad Litem (GAL) for the children. A trained CASA/GAL volunteer speaks up for a child's best interest and provides recommendations to the judges to help the court find a safe and stable home for each child. Core services are advocacy for medical, mental health, education, placement and permanency needs of each child. We believe that every child in foster care deserves this voice and these outcomes - 100%.

Family Protection Fee Funding will go to CASA operations to serve abused and neglected children of Caldwell County. Our program has been sustained for 34 years with public and private sources (state and local governments), individual contributions, private foundations and corporate grants, and fundraising events. We are part of a national CASA® volunteer movement with over 85,000 volunteers nationwide; we follow Texas CASA and National CASA requirements for service standards to maintain a high-quality program. CASA of Central Texas is an independently managed and incorporated 501c3 nonprofit organization. Please find enclosed a copy of our IRS 501c3 designation letter and Financial Audit FYE 6/30/18.

If you require additional information or have any questions, please do not hesitate to contact me at (512) 392-3578.

Respectfully submitted,

Norma Castilla-Blackwell
Executive Director

NB:ll
Encl.



Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 Do not enter social security numbers on this form as it may be made public.
 Information about Form 990 and its instructions is at www.irs.gov/form990.

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2016 calendar year, or tax year beginning Jul 1, 2016, and ending Jun 30, 2017

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization CASA of Central Texas, Inc.
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____
1619 E Common _____ 301
 City or town, state or province, country, and ZIP or foreign postal code
New Braunfels TX 78130

D Employer identification number 74-2403373
E Telephone number (830) 626-2272

F Name and address of principal officer:
Norma Blackwell 1619 E Common ste 301 New Braunfels TX 78130

G Gross receipts \$ 1,760,519.

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? If 'No,' attach a list. (see instructions) Yes No

I Tax-exempt status 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: www.casacentex.org

K Form of organization: Corporation Trust Association Other

L Year of formation: 1985 **M** State of legal domicile: TX

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>Advocates for children</u>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	9
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5 Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	22
	6 Total number of volunteers (estimate if necessary)	6	150
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,514,024.	1,758,082.
	9 Program service revenue (Part VIII, line 2g)		
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	88.	1,553.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-2,039.	884.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,512,073.	1,760,519.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	946,090.	968,214.
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) <u>69,611.</u>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	497,234.	418,264.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,443,324.	1,386,478.
19 Revenue less expenses. Subtract line 18 from line 12	68,749.	374,041.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	859,212.	1,134,842.
	21 Total liabilities (Part X, line 26)	117,095.	18,684.
	22 Net assets or fund balances. Subtract line 21 from line 20	742,117.	1,116,158.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
 Signature of officer: Norma C Blackwell Date: 11/20/17
 Type or print name and title: Norma Blackwell Executive Director

Paid Preparer Use Only
 Print/Type preparer's name: Linda T. Gonzalez Preparer's signature: _____ Date: 11/20/17
 Firm's name: LINDA TENYUQUE GONZALEZ, CPA Check if self-employed FTIN: P01065920
 Firm's address: 100 N EDWARD GARY ST Firm's EIN: 20-8254700
SAN MARCOS TX 78666 Phone no.: (512) 587-6337

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Advocates for children

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code:) (Expenses \$ 1,180,371. including grants of \$ 0.) (Revenue \$ 0.)

Advocates for children in criminal and civil court proceedings, be an independent voice in children's fights, aid in case preparation, educate public about child abuse. Advocates donate time, auto mileage and supplies valued at \$183,351.

4 b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4 e Total program service expenses 1,180,371.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A.	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I.		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II.		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III.		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I.		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II.		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III.		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV.		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If 'Yes,' complete Schedule D, Part V.	X	
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI.	X	
b Did the organization report an amount for investments — other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII.		X
c Did the organization report an amount for investments — program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII.		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX.		X
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X.		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X.		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI and XII.	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E.		X
14a Did the organization maintain an office, employees, or agents outside of the United States?.		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV.		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV.		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV.		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions).		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II.	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III.		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H</i>		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II</i>		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III</i>		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If 'Yes,' complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M</i>	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <i>Note. All Form 990 filers are required to complete Schedule O</i>	X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No		
1 a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1 a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1 b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1 c			
2 a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2 a	22		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	2 b		X	
3 a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3 a			X
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation in Schedule O.	3 b			
4 a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4 a			X
b	If 'Yes,' enter the name of the foreign country: > _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5 a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5 a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5 b			X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8866-T?	5 c			
6 a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6 a			X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6 b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7 a		X	
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?	7 b		X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7 c			X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year	7 d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7 e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7 f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7 g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7 h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9 a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9 b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12.	10 a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10 b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders.	11 a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11 b			
12 a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12 a			
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year	12 b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note. See the instructions for additional information the organization must report on Schedule O.</i>	13 a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13 b			
c	Enter the amount of reserves on hand	13 c			
14 a	Did the organization receive any payments for indoor tanning services during the tax year?	14 a			X
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O.	14 b			

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year... 1b Enter the number of voting members included in line 1a, above, who are independent... 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 5 Did the organization become aware during the year of a significant diversion of the organization's assets? 6 Did the organization have members or stockholders? 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? b Each committee with authority to act on behalf of the governing body? 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? 10b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990. 12a Did the organization have a written conflict of interest policy? If 'No,' go to line 13. 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done. 13 Did the organization have a written whistleblower policy? 14 Did the organization have a written document retention and destruction policy? 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? 15a The organization's CEO, Executive Director, or top management official 15b Other officers or key employees of the organization. If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions). 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed.
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[] Own website [] Another's website [X] Upon request [] Other (explain in Schedule O)
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records.
CASA of Central Texas 1619 E Common ste 301 New Braunfels TX 78130 (830) 626-2272

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) <u>Jo Anne C. Germer</u> President	1.00	X		X				0.	0.	0.
(2) <u>David Pfeifer</u> Vice President	1.00	X		X				0.	0.	0.
(3) <u>Susan K. Russell</u> Past President	1.00	X				X		0.	0.	0.
(4) <u>Archie Dishman</u> Treasurer	1.00	X		X				0.	0.	0.
(5) <u>David Junkin</u> Parliamentarian	1.00	X		X				0.	0.	0.
(6) <u>Becky Lake</u> Secretary	1.00	X		X				0.	0.	0.
(7) <u>Rosemary Hopkins</u> Member	1.00	X						0.	0.	0.
(8) <u>Frank Pereira</u> Member	1.00	X						0.	0.	0.
(9) <u>Seth Worley</u> Member	1.00	X						0.	0.	0.
(10) <u>Norma Blackwell</u> Executive Director	40.00				X		80,000.	0.	0.	0.
(11) -----										
(12) -----										
(13) -----										
(14) -----										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) -----									
(16) -----									
(17) -----									
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									
1 b Sub-total						80,000.	0.	0.	
c Total from continuation sheets to Part VII, Section A									
d Total (add lines 1b and 1c)						80,000.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b	1,605.			
	c Fundraising events	1 c	64,613.			
	d Related organizations	1 d				
	e Government grants (contributions)	1 e	630,591.			
	f All other contributions, gifts, grants, and similar amounts not included above	1 f	1,061,273.			
	g Noncash contributions included in lines 1a-1f: \$		183,350.			
	h Total. Add lines 1a-1f		1,758,082.			
Program Service Revenue	2 a	Business Code				
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest and other similar amounts)		1,553.	1,553.	0.	0.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real				
		(ii) Personal				
		b Less: rental expenses				
		c Rental income or (loss)				
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		b Less: cost or other basis and sales expenses				
		c Gain or (loss)				
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ 64,613. of contributions reported on line 1c). See Part IV, line 18.	a				
	b Less: direct expenses	b				
c Net income or (loss) from fundraising events						
9 a Gross income from gaming activities. See Part IV, line 19.	a					
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	a					
b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11 a Unrealized gain	900099	884.	884.	0.	0.	
b						
c						
d All other revenue						
e Total. Add lines 11a-11d		884.				
12 Total revenue. See instructions		1,760,519.	2,437.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX.

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	80,000.	68,000.	12,000.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).				
7 Other salaries and wages.	721,770.	613,505.	68,177.	40,088.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).	36,437.	30,971.	3,644.	1,822.
9 Other employee benefits.	65,372.	55,566.	6,537.	3,269.
10 Payroll taxes.	64,635.	54,940.	6,463.	3,232.
11 Fees for services (non-employees):				
a Management.				
b Legal.				
c Accounting.				
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	12,503.	5,264.	7,239.	0.
12 Advertising and promotion.	8,805.	8,805.	0.	0.
13 Office expenses.	10,693.	10,693.	0.	0.
14 Information technology.				
15 Royalties.				
16 Occupancy.	13,136.	0.	13,136.	0.
17 Travel.	31,659.	31,659.	0.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.	1,683.	1,683.	0.	0.
20 Interest.	0.	0.	0.	0.
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.	31,258.	23,443.	7,815.	0.
23 Insurance.	11,534.	49.	11,485.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a In-kind expenses	183,351.	183,351.	0.	0.
b Capital campaign	17,780.	17,780.	0.	0.
c Fundraising	21,200.	0.	0.	21,200.
d Equipment rental	29,682.	29,682.	0.	0.
e All other expenses	44,980.	44,980.	0.	0.
25 Total functional expenses. Add lines 1 through 24e.	1,386,478.	1,180,371.	136,496.	69,611.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year		
Assets	1	Cash – non-interest-bearing	141,411.	1	342,709.	
	2	Savings and temporary cash investments		2		
	3	Pledges and grants receivable, net	135,769.	3	218,168.	
	4	Accounts receivable, net	1,000.	4		
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5		
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6		
	7	Notes and loans receivable, net		7		
	8	Inventories for sale or use		8		
	9	Prepaid expenses and deferred charges	1,432.	9		
	10a	Land, buildings and equipment: cost or other basis. Complete Part VI of Schedule D	10a	850,709.		
		b Less: accumulated depreciation	10b	280,112.		
				577,980.	10c	570,597.
	11	Investments – publicly traded securities			11	
	12	Investments – other securities. See Part IV, line 11			12	
	13	Investments – program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
15	Other assets. See Part IV, line 11		1,620.	15	3,368.	
16	Total assets. Add lines 1 through 15 (must equal line 34)		859,212.	16	1,134,842.	
Liabilities	17	Accounts payable and accrued expenses	15,725.	17	17,834.	
	18	Grants payable		18		
	19	Deferred revenue		1,370.	19	850.
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties	100,000.	23		
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	Total liabilities. Add lines 17 through 25		117,095.	26	18,684.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.					
	27	Unrestricted net assets	641,498.	27	802,662.	
	28	Temporarily restricted net assets	52,888.	28	258,856.	
	29	Permanently restricted net assets	47,731.	29	54,640.	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.					
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building, or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances.		742,117.	33	1,116,158.
	34	Total liabilities and net assets/fund balances.		859,212.	34	1,134,842.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI.

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,760,519.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,386,478.
3	Revenue less expenses. Subtract line 2 from line 1	3	374,041.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	742,117.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,116,158.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII.

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.			
2 a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2 b	Were the organization's financial statements audited by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:			
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2 c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3 a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3 b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

BAA

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

CASA of Central Texas, Inc.

Employer identification number

74-2403373

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations:
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')	1,055,594.	1,198,361.	1,407,962.	1,513,684.	1,758,082.	6,933,683.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 Total. Add lines 1 through 3	1,055,594.	1,198,361.	1,407,962.	1,513,684.	1,758,082.	6,933,683.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						6,933,683.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4	1,055,594.	1,198,361.	1,407,962.	1,513,684.	1,758,082.	6,933,683.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	139.	51.	460.	88.	1,553.	2,291.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						6,935,974.
12 Gross receipts from related activities, etc. (see instructions).					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f))	14	99.97 %
15 Public support percentage from 2015 Schedule A, Part II, line 14	15	99.98 %
16a 33-1/3% support test—2016. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33-1/3% support test—2015. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2015. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any unusual grants.)						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge.						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2015 Schedule A, Part III, line 15.	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2015 Schedule A, Part III, line 17	18	%

19a 33-1/3% support tests—2016. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33-1/3% support tests—2015. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If 'Yes,' answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If 'Yes,' describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ('foreign supported organization')? If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If 'Yes,' provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If 'Yes,' provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If 'Yes,' provide detail in Part VI.		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If 'Yes,' provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If 'Yes,' answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If 'Yes' to a, b, or c, provide detail in Part VI.		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

	Yes	No
2a		
2b		
3a		
3b		

3 Parent of Supported Organizations. Answer (a) and (b) below.

- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.
- b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in Part VI the role played by the organization in this regard.

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4).	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1 a	
b	Average monthly cash balances	1 b	
c	Fair market value of other non-exempt-use assets	1 c	
d	Total (add lines 1a, 1b, and 1c)	1 d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2016 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1 Distributable amount for 2016 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2016 (reasonable cause required – explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2016:			
a			
b			
c From 2013			
d From 2014			
e From 2015			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2016 distributable amount			
i Carryover from 2011 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2016 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2016 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2017. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b Excess from 2013			
c Excess from 2014			
d Excess from 2015			
e Excess from 2016			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, 990-PF) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Name of the organization

CASA of Central Texas, Inc.

Employer identification number

74-2403373

Organization type (check one):

Filers of:

Form 990 or 990-EZ

Section:

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution. An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2016)

Name of organization

CASA of Central Texas, Inc.

Employer identification number

74-2403373

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) Number	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Kronkosky Charitable Foundation 112 E. Pecan Suite 830 San Antonio TX 78205	\$ 100,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
2	McKenna Foundation 801 W San Antonio St. New Braunfels TX 78130	\$ 81,200	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
3	Najim Family Foundation 613 NW Loop 410 Suite 875 San Antonio TX 78216	\$ 40,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
4	San Marcos Lions Club PO Box 994 San Marcos TX 78667-0994	\$ 50,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

Employer identification number

CASA of Central Texas, Inc.

74-2403373

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

Table with 3 columns: Line number, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, aggregate value of grants, and questions about donor informed consent.

Part II Conservation Easements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

Table with 3 columns: Line number, Description, and Held at the End of the Tax Year. Rows include purpose of easements, total number and acreage, and monitoring expenses.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

Table with 3 columns: Line number, Description, and Amount. Rows include questions about reporting requirements for art and historical treasures.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange programs
- e Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1 c
d Additions during the year	1 d
e Distributions during the year	1 e
f Ending balance	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance	47,731.	50,462.	0.	0.	0.
b Contributions	5,600.	120.	51,161.	0.	0.
c Net investment earnings, gains, and losses	2,304.	-2,039.	-232.	0.	0.
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses	995.	812.	467.	0.	0.
g End of year balance	54,640.	47,731.	50,462.	0.	0.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
 - b Permanent endowment 100.00 %
 - c Temporarily restricted endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land	159,900.			159,900.
b Buildings	577,178.		184,431.	392,747.
c Leasehold improvements				
d Equipment	113,631.		95,681.	17,950.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				570,597.

Part VII Investments – Other Securities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
(I) _____		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.) . . . ▶		

Part VIII Investments – Program Related.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . . . ▶		

Part IX Other Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.) . . . ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2 a		
	b Donated services and use of facilities	2 b		
	c Recoveries of prior year grants	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d			2 e
3	Subtract line 2e from line 1			3
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b			4 c
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)			5

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2 a		
	b Prior year adjustments	2 b		
	c Other losses	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d			2 e
3	Subtract line 2e from line 1			3
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b			4 c
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)			5

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE G
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered 'Yes' on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

CASA of Central Texas, Inc.

Employer identification number

74-2403373

Part I Fundraising Activities. Complete if the organization answered 'Yes' on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If 'Yes,' list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered 'Yes' on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		<u>Casa Corral</u> (event type)	<u>Amplify Austin</u> (event type)	<u>BIG GIVE SA</u> (total number)	(add column (a) through column (c))	
REVENUE	1	Gross receipts	51,686.	6,075.	5,920.	63,681.
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2).	51,686.	6,075.	5,920.	63,681.
EXPENSES	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages	10,189.			10,189.
	8	Entertainment				
	9	Other direct expenses	10,174.	0.	0.	10,174.
	10	Direct expense summary. Add lines 4 through 9 in column (d) ▶				20,363.
	11	Net income summary. Subtract line 10 from line 3, column (d) ▶				43,318.

Part III Gaming. Complete if the organization answered 'Yes' on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add column (a) through column (c))
		1	Gross revenue		
EXPENSES	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	Yes _____ % No	Yes _____ % No	Yes _____ % No
7	Direct expense summary. Add lines 2 through 5 in column (d) ▶				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If 'No,' explain: _____

10 a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No
 b If 'Yes,' explain: _____

11 Does the organization conduct gaming activities with nonmembers? Yes No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13 a	%
b An outside facility	13 b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

15 a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No

b If 'Yes,' enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____.

c If 'Yes,' enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

17 Mandatory distributions

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See Instructions

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is
at www.irs.gov/form990.

OMB No. 1545-0047

2016

**Open to Public
Inspection**

Employer identification number

74-2403373

CASA of Central Texas, Inc.

Pt VI, Line 8b

Committee do not act on behalf of governing board. Committees make recommendations to governing board and governing board acts on approved recommendations.

Pt VI, Line 11b

Organization's finance committee, ED, and CPA review the 990 and send to governing board for review and approval.

Pt VI, Line 12c

Board President or committee appoints a disinterested person to investigate alternatives to proposed transaction or arrangement. After exercising due diligence the board or committee determines whether the organization can obtain a more advantageous transaction or agreement with reasonable effort from a person or entity that would not give rise to a conflict of interest.

Pt VI, Line 15a

Salary comps are evaluated by the governing board.

**IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2016, or fiscal year beginning Jul 1, 2016, and ending Jun 30, 2017.

▶ Do not send to the IRS. Keep for your records.

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

2016

Department of the Treasury
Internal Revenue Service

Name of exempt organization
CASA of Central Texas, Inc.
Name and title of officer

Employer identification number
74-2403373

Norma Blackwell **Executive Director**

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1 a Form 990 check here . . . ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1 b	<u>1,760,519.</u>
2 a Form 990-EZ check here . . . ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2 b	
3 a Form 1120-POL check here . . . ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3 b	
4 a Form 990-PF check here . . . ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4 b	
5 a Form 8868 check here . . . ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5 b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize LINDA TENYUQUE GONZALEZ, CPA to enter my PIN 33731 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ Norma C. Blackwell Date ▶ 11/20/2017

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN

70093669391
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

**ERO Must Retain This Form – See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

CASA OF CENTRAL TEXAS, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

CASA OF CENTRAL TEXAS, INC.

Table of Contents

Independent Auditor's Report	1-2
Financial Statements	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7-11
Schedule of CVC/OAG Funds	12
Schedule of VOCA Funds	13
Schedule of OVAG Funds	14
Schedule of COSM-CDBG Funds	15

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
CASA of Central Texas, Inc.

I have audited the accompanying financial statements of CASA of Central Texas, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CASA of Central Texas, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

My audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules on pages 12 through 15, Schedules of CVC, VOCA, OVAG, and CDBG are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

 Linda J. Gandy, CPA

San Marcos, Texas
October 28, 2018

CASA OF CENTRAL TEXAS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2018

Assets	CASA of Central Texas	Wing Society	Total
Current assets			
Cash and cash equivalents	\$ 913,920	\$ 2,681	\$ 916,601
Receivables	690,744	-	690,744
Prepays	250	-	250
Total current assets	<u>1,604,914</u>	<u>2,681</u>	<u>1,607,595</u>
Property and equipment			
Building and land	737,078	-	737,078
Furniture and equipment	123,394	-	123,394
Accumulated depreciation	(305,873)	-	(305,873)
Total property and equipment	<u>554,599</u>	<u>-</u>	<u>554,599</u>
Other assets	1,620	-	1,620
Total assets	<u>\$ 2,161,133</u>	<u>\$ 2,681</u>	<u>\$ 2,163,814</u>
Liabilities and net assets			
Current liabilities			
Accrued expenses	\$ 13,793	\$ -	\$ 13,793
Total current liabilities	<u>13,793</u>	<u>-</u>	<u>13,793</u>
Net assets			
Unrestricted CASA	811,917	-	811,917
Temporarily restricted	1,278,412	-	1,278,412
Permanently restricted -endowment	57,011	-	57,011
Unrestricted Wing Society	-	2,681	2,681
Total net assets	<u>2,147,340</u>	<u>2,681</u>	<u>2,150,021</u>
Total liabilities and net assets	<u>\$ 2,161,133</u>	<u>\$ 2,681</u>	<u>\$ 2,163,814</u>

The accompanying notes are an integral part of these financial statements.

**CASA OF CENTRAL TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018**

	CASA of Central Texas				Wing Society	
	Unrestricted	Temporarily	Permanently	Total	Unrestricted	Total
Support and revenue						
Grants	\$ 114,497	\$ 515,925	\$ -	\$ 630,422	\$ -	\$ 630,422
Contributions	504,340	-	-	504,340	895	505,235
Capital campaign	-	1,137,590	-	1,137,590	-	1,137,590
In-kind donations	268,634	-	-	268,634	-	268,634
Fundraising	92,130	-	-	92,130	-	92,130
Unrealized gain/(loss)	-	-	1,431	1,431	-	1,431
Member dues	-	-	-	-	1,610	1,610
Interest income	658	-	1,795	2,453	-	2,453
Total support and revenue	980,259	1,653,515	3,226	2,637,000	2,505	2,639,505
Satisfaction of donor restrictions	634,814	(633,959)	(855)	-	-	-
Total support and revenue	1,615,073	1,019,556	2,371	2,637,000	2,505	2,639,505
Expenses						
Program services	1,362,138	-	-	1,362,138	3,511	1,365,649
Supporting services						
Management and general	154,991	-	-	154,991	-	154,991
Fundraising	85,002	-	-	85,002	-	85,002
Total expenses	1,602,131	-	-	1,602,131	3,511	1,605,642
Change in net assets	12,942	1,019,556	2,371	1,034,869	(1,006)	1,033,863
Net assets at beginning of year	798,975	258,856	54,640	1,112,471	3,687	1,116,158
Net assets at end of year	\$ 811,917	\$ 1,278,412	\$ 57,011	\$ 2,147,340	\$ 2,681	\$ 2,150,021

The accompanying notes are an integral part of these financial statements.

CASA OF CENTRAL TEXAS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Program Services		Total Program services	Supporting Services		Total Supporting Services	Total Expenses
	CASA of Central Texas	Wing Society		Management and General	Fundraising		
Payroll expenses	\$ 759,569	\$ -	\$ 759,569	\$ 89,361	\$ 44,680	\$ 134,041	\$ 893,610
Health insurance	50,561	-	50,561	5,948	2,975	8,923	59,484
Pension	31,587	-	31,587	3,716	1,858	5,574	37,161
In-kind expenses	268,634	-	268,634	-	-	-	268,634
Capital campaign	118,034	-	118,034	-	-	-	118,034
Travel	28,904	-	28,904	-	-	-	28,904
Depreciation expense	19,321	-	19,321	6,440	-	6,440	25,761
Fundraising	-	-	-	-	35,489	35,489	35,489
Equipment	21,416	-	21,416	-	-	-	21,416
Conferences/meetings	3,357	-	3,357	-	-	-	3,357
Communications	12,849	-	12,849	-	-	-	12,849
Building maintenance	-	-	-	17,469	-	17,469	17,469
Insurance	-	-	-	12,137	-	12,137	12,137
Advocate recognition	6,990	3,411	10,401	-	-	-	10,401
Office expenses	11,630	-	11,630	-	-	-	11,630
Legal and professional	-	100	100	8,225	-	8,225	8,325
Advertising and recruiting	6,154	-	6,154	-	-	-	6,154
Memberships	9,974	-	9,974	-	-	-	9,974
Contract services	7,144	-	7,144	-	-	-	7,144
Training	1,310	-	1,310	-	-	-	1,310
Utilities	-	-	-	3,504	-	3,504	3,504
Children special needs	2,061	-	2,061	-	-	-	2,061
Fees	-	-	-	8,191	-	8,191	8,191
Postage	2,643	-	2,643	-	-	-	2,643
	<u>\$ 1,362,138</u>	<u>\$ 3,511</u>	<u>\$ 1,365,649</u>	<u>\$ 154,991</u>	<u>\$ 85,002</u>	<u>\$ 239,993</u>	<u>\$ 1,605,642</u>

The accompanying notes are an integral part of these financial statements.

CASA OF CENTRAL TEXAS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2018

	CASA of Central Texas	Wing Society	Total
Cash flows from operating activities			
Change in net assets	\$ 1,034,869	\$ (1,006)	\$ 1,033,863
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		\	
Depreciation	25,761	-	25,761
Change in prepaids	1,498	-	1,498
Change in receivables	(472,575)	-	(472,575)
Change in liabilities	(3,693)	(1,198)	(4,891)
Net cash provided (used) by operating activities	<u>585,860</u>	<u>(2,204)</u>	<u>583,656</u>
Cash flow from investing activities			
Purchase of capital assets	(9,764)	-	(9,764)
Net cash used by investing activities	<u>(9,764)</u>	<u>-</u>	<u>(9,764)</u>
Net change in cash and cash equivalents	576,096	(2,204)	573,892
Cash and cash equivalents, beginning of year	337,824	4,885	342,709
Cash and cash equivalents, end of year	<u>\$ 913,920</u>	<u>\$ 2,681</u>	<u>\$ 916,601</u>
Supplementary information			
Interest paid	\$ -	-	
Income taxes paid	\$ -	-	

The accompanying notes are an integral part of these financial statements.

CASA OF CENTRAL TEXAS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

CASA of Central Texas, Inc. (CASA), a member of the National Court Appointed Special Advocate Association and Texas CASA, is a nonprofit corporation whose mission is to advocate for abused and neglected children in the court system by recruiting, training, and supporting community volunteers. CASA is funded by federal/state grants, fundraisers, community donations and volunteer hours from trained advocates.

Included with the presentation of CASA's financial statements is CASA Wing Society. CASA Wing Society, established in fiscal year 2009, is an affiliate nonprofit of CASA of Central Texas, Inc. and operates under the CASA's nonprofit tax identification number.

The organization prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not for profits. The significant accounting and reporting policies used by the organization are described subsequently to enhance the usefulness and understandability of the financial statements.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the financial statements. On an ongoing basis, the organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Net Assets

The financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by a donor for use for a particular purpose or in a particular future period. The organization's unspent contributions are classified in this class if the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

CASA OF CENTRAL TEXAS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONTINUED

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restrictions is reported in the financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets. Net assets restricted for acquisition of buildings or equipment are reported as temporarily restricted until the specified asset is placed in service by the organization, unless the donor provides more specific directions about the period of its use.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the organization's donor-restricted endowment funds that must be maintained in perpetuity are classified in this net asset class, as is the organization's beneficial interest in a perpetual charitable trust held by a bank trustee.

All revenues and net gains are reported as increases in unrestricted net assets in the statement of activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses other than losses on endowment investments are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that net gains of the fund from prior years are unspent and classified there; remaining losses are classified as decreased in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Cash Equivalents

For purposes of the statement of cash flows, the organization includes cash deposits accounts and short-term investments with maturities of less than three months to be cash and cash equivalents. As of June 30, 2018, the organization's cash and cash equivalents totaled \$913,920 CASA and \$2,681 Wing Society.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increase in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent

CASA OF CENTRAL, TEXAS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONTINUED

with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restriction. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Expense Recognition and Allocation

The cost of providing the organization's programs and other activities is summarized on a functional basis in the statement of activities and statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the organization.

Fundraising costs are expenses as incurred, even though they may result in contributions received in future years. The organization generally does not conduct its fundraising activities in conjunction with its other activities. In the few cases in which it does, such as when the annual report or donor acknowledgements contain requests for contributions, joint costs have been allocated between fundraising and management and general expenses in accordance with standards for accounting for costs of activities that include fundraising. Additionally, advertising costs are expensed as incurred.

Tax Status

The organization is incorporated exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (IRC), though it would be subject to tax on income unrelated to its exempt purposes (unless that income is otherwise excluded by the IRC). The tax year is still open to audit for both federal and state purposes.

Fair Value Measurements

The organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. The hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

CASA OF CENTRAL, TEXAS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONTINUED

Level 1 Inputs that are quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 Inputs other than quoted prices included in level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 Inputs that are unobservable for the asset or liability.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The carrying amount of cash and cash equivalents, pledges and other receivables, accounts payables and accrued expenses approximates fair market value due to the short-term maturities of these investments.

Property and Equipment

Property and equipment are valued at cost if purchased and at fair market value when donated. Depreciation is provided using the straight-line method over the estimated useful lives.

NOTE B - GRANT RECEIVABLES

Grant receivables consisted of the following at June 30, 2018:

CVC	\$	38,828
VOCA		32,986
OVAG		7,165
Other		1,267
		<u>80,246</u>
	\$	<u>80,246</u>

NOTE C - PLEDGE RECEIVABLES

Pledge receivables are unconditional promises to give that are recognized as contribution when the promise is received. Pledge receivables are recorded at fair value at the date of promise. As of June 30, 2018, pledge receivables were \$610,498. Management has not recorded allowances for un-collectibles based on historical collections that pledges will be collected.

CASA OF CENTRAL, TEXAS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018

NOTE D - IN KIND DONATIONS

Community volunteer advocates donate time and mileage in their work as court appointed advocates. For the year ended June 30, 2018, recorded value of in-kind donations included the following:

Volunteer hours	\$ 153,582
Mileage	10,055
Donations (goods and services)	53,556
Capital campaign	29,242
Rent and utilities	22,200
	<hr/>
	\$ 268,635
	<hr/>

NOTE E - PENSION PLAN

CASA of Central Texas participates in a pension plan that is available to all employees after their initial 90-day training period. CASA contributes 5% of gross wages each pay period to the plan and employees can contribute through payroll deductions. CASA's contributions for the year ended June 30, 2018 totaled \$37,161.

NOTE F - TEMPORARILY RESTRICTED NET ASSETS

Temporarily net assets consist of capital campaign funds of \$1,278,412. In fiscal year 2015, the organization started a capital campaign toward the goal of securing funding for a future permanent home for CASA of Central Texas that will be an office and training center in San Marcos, Texas.

NOTE G - PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets consist of a quasi-endowment fund in the amount of \$57,011. In December 2014, the organization entered into an agreement with the New Braunfels Area Community Foundation, the Foundation, to establish a quasi-endowment to be used for charitable purposes. The Foundation will hold and administer the endowment funds.

NOTE H - SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 28, 2018, which is the date the financial statements were available to be issued.

CASA OF CENTRAL TEXAS, INC.
 SCHEDULE OF CVC/OAG FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018

<u>Grantor/ Program Title</u>	<u>Program or Award Amount</u>	<u>Accrued or [Deferred] Revenue at 7/1/2017</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Accrued or [Deferred] Revenue at 6/30/2018</u>
CVC					
2016-2017					
CVC-17-58	251,424	37,324	73,625	36,301	-
2017-2018					
CVC-17-58	<u>228,313</u>	<u>-</u>	<u>153,550</u>	<u>192,378</u>	<u>38,828</u>
Totals		<u>\$ 37,324</u>	<u>\$ 227,175</u>	<u>\$ 228,679</u>	<u>\$ 38,828</u>

CASA OF CENTRAL TEXAS, INC.
SCHEDULE OF VOCA FUNDS
FOR THE YEAR ENDED JUNE 30, 2018

<u>Grantor/ Program Title</u>	<u>Program or Award Amount</u>	<u>Accrued or [Deferred] Revenue at 7/1/2017</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Accrued or [Deferred] Revenue at 6/30/2018</u>
VOCA					
2016/2017 Programs 13548-18	126,194	21,684	47,923	26,239	-
2017/2018 Programs 13548-18	<u>214,540</u>	<u>-</u>	<u>136,757</u>	<u>169,743</u>	<u>32,986</u>
Totals		<u>\$ 21,684</u>	<u>\$ 184,680</u>	<u>\$ 195,982</u>	<u>\$ 32,986</u>
VOCA PMC Pilot Initiative 2017-2018 VOCA-17-02					
	<u>30,000</u>	<u>2,500</u>	<u>12,500</u>	<u>10,000</u>	<u>-</u>
		<u>\$ -</u>	<u>\$ 12,500</u>	<u>\$ 10,000</u>	<u>\$ -</u>

- 5. To approve Purchasing Agent's request to accept contract 18CCP02A amendment between Caldwell County Mowing Maintenance and Abescape Landscape LLC. Backup: 11**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only to approve Purchasing Agent's request to Accept contract IBCCPDZA amendment between Caldwell County Mowing Maintenance and Abescape Landscaping LLC.

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1)	<u>Danie Blake</u>	<u>Purchasing Agent</u>
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(2)	_____	_____
-----	-------	-------

(3)	_____	_____
-----	-------	-------

(4)	_____	_____
-----	-------	-------

4. Backup Materials: No backup materials 11 Total # of pages of backup material

5. 

Signature of Court Member
Exhibit A

3/14/19

Date

**Commissioners Court-Monday, March 25th, 2019
County Purchasing Department
RFB Caldwell County Mowing Maintenance**

Consent Agenda Item:

The County Purchasing Department is requesting approval to accept contract amendment to contract number 18CCP02A for Caldwell County Mowing Maintenance. The county has taken out the litter control verbiage in contract. Input additional verbiage on invoicing. Lastly, added verbiage on coordinating mowing start time between Contractor and Unit Road Dept.

Notable Budget Items: None at this time

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approve Purchasing Agent's request to accept contract 18CCP02A amendment between Caldwell County Mowing Maintenance and Abescape Landscaping LLC.

Department Head Signature:

Danica R. Pal 3.12.19

A CONTRACT BETWEEN
Caldwell County,
Texas AND
Abraham Herrera, DBA Abescape Group, LLC

This Contract is made and entered into by the Caldwell County, Texas, hereinafter referred to as **COUNTY**, having its principal place of business at 110 S Main St., Lockhart, TX 78644 AND Abraham Herrera, DBA Abescape Group, LLC, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 8650 W State Highway 29, Liberty Hill, Texas 78642.

WITNESSETH

WHEREAS: The **CONTRACTOR** offers to sell services through the Caldwell County Contract to **COUNTY** for the mowing, and weed eating and services along the Caldwell County right-of-ways outlined in **ATTACHMENT A - Appendix A**, which are located in Caldwell. The mow cycles will be coordinated through **CONTRACTOR** and Caldwell County Unit Road Department.

WHEREAS: The **COUNTY** may choose to enter into an agreement with the **CONTRACTOR** through this Contract as described in **CONTRACTOR'S** bid response and acceptance of pricing provided in **COUNTY** Service Request Form Response Prices Offered by **CONTRACTOR**.

WHEREAS: The parties have entered into a Contract to become effective as of the date that the **CONTRACTOR** is issued a Notice to Proceed letter from the **COUNTY** and shall remain in effect for one year, subject to extension upon mutual agreement of the **CONTRACTOR** and the **COUNTY**.

THEREFORE: The **COUNTY** and **CONTRACTOR** do hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 -22•

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for Construction Services requested by Caldwell County, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

- 1 The text of this Contract Form
- 2 Contract Terms and Conditions as stated herein
- 3 **COUNTY'S** Scope of work and bid document (ATTACHMENT A)
- 4 **CONTRACTOR'S** Pricing Schedule and Required Forms (ATTACHMENT A)
- 5 Two Right of Way Cycles at \$55.00/acre and one Safety Cycle at \$55.00/acre. (ATTACHMENT A)

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and **COUNTY** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of the **COUNTY** or **CONTRACTOR**. No provision of this Contract or act of the **COUNTY** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or

employee of the COUNTY, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR and subcontractors, which is solely responsible for employee payrolls, payments to subcontractors and claims arising therefrom.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to the COUNTY. The COUNTY reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. The COUNTY shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this Contract.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to the COUNTY under this Contract. COUNTY, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR.

Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that the COUNTY'S duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 8: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if CONTRACTOR does not comply with such change, the COUNTY or CONTRACTOR may terminate this Contract as authorized in Article 16. The COUNTY may, from time to time, require changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR in writing shall be incorporated into this Contract as a Commissioners Court approved contract amendment.

ARTICLE 9: SEVERABILITY

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

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific

cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the COUNTY.

ARTICLE 11: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The CONTRACTOR agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-J and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u).

ARTICLE 12: SUSPENSION AND DEBARMENT

A prospective CONTRACTOR that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

ARTICLE 13: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

The CONTRACTOR agrees that it will perform the Agreement activities in confidence with safeguards against fraud and abuse as set forth by the COUNTY, the State of Texas, and the acts and regulations of the funding entity. The CONTRACTOR agrees to promptly notify the COUNTY of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the COUNTY of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the CONTRACTOR from the COUNTY, if any, shall be reported to local law enforcement agencies and the COUNTY within two (2) hours of discovery of any such act.

The CONTRACTOR further agrees to cooperate fully with the COUNTY, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and the COUNTY, CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to the COUNTY, any amounts determined by the COUNTY, its independent auditors, or any agency of State or Federal governments to have been paid in violation of the terms of this Contract.

ARTICLE 15: THE COMPLETE AGREEMENT

This Contract consists of the Contract text stated herein, including any Agreement, the Bid Specifications documents, CONTRACTOR'S response, including but not limited to, prices and services offered, all of which are incorporated within this Contract and shall constitute the complete agreement between parties hereto. All of

which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 16: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this Contract may be terminated under the following conditions 1.

Convenience

The **COUNTY** may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason the **COUNTY** determines that such termination is in the best interest of the **COUNTY**. Upon receipt of notice of termination, all services here under of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for the **COUNTY** pursuant to the Contract and to the satisfaction of the **COUNTY** or its designee. The **COUNTY** agrees to pay the **CONTRACTOR**, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of the **COUNTY** less compensation previously paid. **CONTRACTOR** may cancel or terminate this Contract upon 30 calendar days written notice by certified mail to the **COUNTY**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from the **COUNTY**. In the event of such termination prior to completion of this Contract provided for herein, the **COUNTY** will pay **CONTRACTOR**, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of the **COUNTY** less any compensation previously paid.

2. Cause

The occurrence of any one or more of the following events will justify termination of the contract by the **COUNTY** for cause:

- i. The **CONTRACTOR** fails to perform in accordance with the provisions of these specifications; or
- ii. The **CONTRACTOR** violates any of the provisions of these specifications; or
- iii. The **CONTRACTOR** disregards laws or regulations of any public body having jurisdiction; or
- iv. The **CONTRACTOR** transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the **COUNTY**.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the **COUNTY** may terminate the contract by giving the **CONTRACTOR** seven (7) Calendar days written notice. In such case, the **CONTRACTOR** shall only be entitled to receive payment for goods and services provided before the effective date of termination. The **CONTRACTOR** shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the contract has been so terminated by the **COUNTY**, such termination shall not affect any rights or remedies of the **COUNTY** then existing or which may thereafter accrue.

ARTICLE 17: RENEWAL OF CONTRACT

The **COUNTY** reserves the right to extend the Contract service time, should an extension be in the best interest of the **COUNTY** for one additional year. Should the **COUNTY** wish to exercise this right, it shall notify the **CONTRACTOR** before the expiration date of the current contract. In the event **CONTRACTOR** performs services after the termination date of the Contract, the **COUNTY** will have no obligation to pay for such services unless the **COUNTY** approves an agreement to do so, which approval shall be solely at the **COUNTY'S** discretion.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in courts of competent jurisdiction in Caldwell County, Texas or if suit cannot be brought or maintained in state court, then in the Federal District Court for the Western District of Texas. Disputes between the COUNTY and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase.

ARTICLE 19: CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the COUNTY'S order. The CONTRACTOR shall immediately communicate any changes of representation in written form to the COUNTY.

Notices required by the Contract shall be in writing and sent to:

CONTRACTOR:

Abescape Group, LLC
Attn: Abraham Herrera
8650 W State Highway 29
Liberty Hill, Texas
(512) 790-4223

COUNTY:

Caldwell County, Texas
Attn: Judge Hoppy Haden
110 S. Main St.
Lockhart, Texas 78644
(512) 359-4685

ARTICLE 20: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify the COUNTY, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. The COUNTY shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 21: INDEMNIFICATION

CONTRACTOR agrees to and shall defend, indemnify, and hold the COUNTY, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for all loss, costs, expenses, damages, including personal injury, death, property damages, or loss to persons or property arising out of or in connection with this Contract and/or the performance of the work under this Contract, resulting from the negligence, recklessness, or intentional misconduct of the CONTRACTOR, its employees, subcontractors, invitees, or persons with whom CONTRACTOR contracts for the performance of the work. These obligations shall survive termination or completion of this Contract.

ARTICLE 22: CONFIDENTIALITY

Any information transmitted between the CONTRACTOR and the COUNTY shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

ARTICLE 23: CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to the **COUNTY's** complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in Contract termination at **COUNTY'S** sole discretion.

1. **CONTRACTOR** shall maintain sufficient qualified staff to process Consultant Agreements, and to respond promptly by telephone, fax and email.
2. **CONTRACTOR** will not in any manner whatsoever direct or encourage other **COUNTY** participants to purchase contracted items by any means other than through the Contract.
3. **CONTRACTOR** shall promptly respond to **COUNTY** inquiries.

ARTICLE 24: AUDITS BY COUNTY

CONTRACTOR agrees to provide access to the **COUNTY** authorized personnel for auditing of **CONTRACTOR** records and payments resulting from this Contract and for a period extending to the completion of any activities under the terms of this Contract. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conducting audits. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 25: COUNTY SERVICE REQUEST FORM RESPONSE PRICES OFFERED BY CONTRACTOR

1. Prices provided by **CONTRACTOR** in **ATTACHMENT A** shall be fixed for the entire term of this Contract. However, changes may be considered, at **COUNTY's** sole discretion, for good cause shown if accompanied by proper and sufficient documentation, satisfactory to the **COUNTY**. No price change will be allowed unless it has been reviewed and approved by the **COUNTY** in writing. **CONTRACTOR** must have received **COUNTY's** written approval of any change prior to charging the new price in any quotation prepared for the **COUNTY**.
2. Limits of Price Adjustments - Price change requests must be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **CONTRACTOR'S** actual costs have increased. Price increases shall be limited to a maximum of 5% for the term of the contract. No retroactive contract price adjustments will be allowed. Pricing structure shall remain in effect for the term of this Contract.
3. Right to Accept or Reject Price Change on Extension - If the contract term is extended, the **COUNTY** and **CONTRACTOR** will review unit prices and make adjustments based upon documented increases in costs. The **COUNTY** reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the remaining term of the Contract.

ARTICLE 26: CHANGES OF OWNERSHIP

CONTRACTOR shall notify the **COUNTY** of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 27: PUBLICITY

Any publicity released by the **CONTRACTOR** giving reference to this Contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of the **COUNTY**.

ARTICLE 28: SALES TAX

The **COUNTY** is by statute exempt from the state sales tax and federal excise tax. Therefore, the bid price shall not include taxes.

ARTICLE 29: INVOICES

Invoices shall be mailed to the following address unless otherwise specified by the **COUNTY**:

Caldwell County Unit Road
ATTN: Donald LeClere
1700 FM 2720
Lockhart, TX 78644

All invoices must be submitted with a paper copy including the invoice details. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the CONTRACTOR or authorized representative to the COUNTY for payment. Invoice's paid to CONTRACTOR will be on a bi-weekly billing cycle of the COUNTY.

ARTICLE 30: PAYMENT

Payment will be made upon receipt and acceptance by the COUNTY of completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The CONTRACTOR is required to pay subcontractors in accordance with the terms of the subcontract, and within 10 days after the date that CONTRACTOR receives payment for the subcontractor's work.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit based price(s) submitted in response to 18CCP02A.

The CONTRACTOR is responsible for paying all subcontractors used for services rendered within this scope of work. The CONTRACTOR shall execute release waivers with all subcontractors to release the COUNTY from payment to subcontractors directly. The release waivers in the form of an affidavit of bills paid and waiver of lien, for all subcontractors shall be provided to the COUNTY with each CONTRACTOR invoice and prior to final retainage release.

The CONTRACTOR must submit a final invoice within 30 days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the COUNTY. The final invoice must be marked "FINAL INVOICE." No additional payments will be made after the CONTRACTOR'S final invoice.

The CONTRACTOR will retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of seven years following receipt of final payment for the services referenced herein.

ARTICLE 31: COURT APPROPRIATION.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Caldwell County Commissioners Court, then, the COUNTY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

ARTICLE 32: INSURANCE

Before commencing work, the CONTRACTOR shall be required, at its own expense, to furnish the COUNTY within 10 (ten) days of notice to proceed with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation Insurance in accordance with state territorial worker's compensation laws and employer's liability insurance.
2. Comprehensive General Liability Insurance in the following amounts:
 - A. General Aggregate \$ 1,000,000.00
 - B. Products-Comp/Ops Aggregate\$ 1,000,000 00
 - C. Personal & Advertising Injury \$ 1,000,000.00
 - D. Each Occurrence \$ 1,000,000.00
 - E. The Comprehensive General Liability Insurance must include liability coverage for:
 - ii. Bodily injury,
 - iii. Personal Injury,
 - iv. Independent Contractor,
 - v. Blanket Contractual,
 - vi. Product,
 - vii. Fire,
 - viii. Medical Expense, and
 - ix. Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
 - A. Bodily Injury \$ 1,000,000 per person
 - B. Personal Injury \$1,000,000 per accident
 - C. Property Damage \$1,000,000 per accident

COUNTY shall be named as an additional insured on CONTRACTOR insurance policies. Each insurance policy to be furnished by the successful CONTRACTOR shall include, by endorsement to the policy, a statement that a notice shall be given to COUNTY by certified mail 30 days prior to cancellation or upon any material change in coverage.

ARTICLE 33: DAMAGES

The CONTRACTOR shall repair any damages caused by the CONTRACTOR and/or subcontractor's equipment in a timely manner at no expense to the COUNTY. If there is disagreement between a resident and CONTRACTOR as to the repair of damages, the COUNTY shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the CONTRACTOR'S expense. Failure to restore damage to public property or private property to the satisfaction of the COUNTY will result in the COUNTY withholding payment in an amount sufficient to make necessary repairs.

To the extent that the COUNTY deems the CONTRACTOR negligent in management practices, the COUNTY may withhold money from payment of invoice(s) to the CONTRACTOR for time and material costs associated with resolving issues or damages related to the CONTRACTOR'S work.

ARTICLE 34: LIQUIDATED DAMAGES

Should the **CONTRACTOR** fail to complete the requirements set forth in the scope of work, Caldwell County will suffer damage. The amount of damage suffered by Caldwell County is difficult, if not impossible, to determine at this time. Therefore, the **CONTRACTOR** shall pay Caldwell County, as liquidated damages, the following:

1. The **CONTRACTOR** shall pay Caldwell County, liquidated damages, \$1000 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** or sub-contractor(s). Application of liquidated damages does not release the **CONTRACTOR** from the responsibility of resolving or repairing damages.
2. The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Caldwell County would suffer in the aforementioned examples

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

*Signed for Caldwell County, Texas
Mowing of County Right-of-Ways
Annual Contract*

*Signed for Abraham Herrera dba
Abescape Group, LLC*

Printed Name/Title: County Judge Hoppy Haden

Printed Name/Title: Abraham Herrera

6. To accept the Caldwell County Budget Calendar FY2020. Backup: 2

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *To accept Caldwell County Budget Calendar FY 2020*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ ~~0~~

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____

4. Backup Materials: No backup materials 2 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/19
Date

CALDWELL COUNTY BUDGET CALENDAR

FY 2020

APRIL 2019						
SU	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019						
SU	M	T	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2019						
SU	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2019						
SU	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2019						
SU	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
SU	M	T	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April 1	Budget notification sent to all departments
April 8	Commissioner's Court
April 15	Deadline to turn notifications into County Judge's office
April 22	Deadline to turn in Year End Budget Projections for FY19 into Judge's office
April 30	Preliminary Roll from Chief Appraiser due to County
May 13	Judge's Deadline for entering Requested Budget into INCODE financial software - Auditor's office to review
May 13	Commissioner's Court
May 20 - June 21	Auditors office to review all request, import salary data, create persnnel,capital equipment schedules, and configure end of year projections
	Judge's office to make corrections as req. by Auditor
May 27th	Commissioner's Court
June 10	Commissioner's Court
June 24-July 19	County Judge prepares requested budget and meets with Elected Officials and Department Heads
June 24	Commissioner's Court
July 1	Meet w/ Treasurer, Auditor, Tax, CC, DC, and DA
July 2	Meet w/ District Judge, CCL, JP1, JP2, JP3, JP4
July 3	Meet w/ Const. 1, Const. 2, Const. 3, Const. 4
July 8	Commissioner's Court - Budget Workshop with those depts that have met with Judge.
July 9	Judge to meet with CCSO and CC Jail
July 11	Judge to meet with URS, IT, Grant, Code Enf., BM
July 12	Judge to meet with Elections, VSO, HR, Purchasing
July 15	Judge to meet with EMC, Sanitation, Co. Ext Agent, DPS
July 16	CCrt.,animal cntrl, co. welfare, indigent, non-dep,engineer
July 22	Commissioner's Court - Budget Workshop with those depts that met with Judge
July 25th	Chief appraiser certifies appraisal roll
July 30	County Judge files Proposed Budget with County Clerk
August 7	Calculation of effective and rollback tax rates
August 12	Commissioner's Court - Budget Workshop Send newspaper notice of public hearing on budget and notice of Elected Officials' salaries
August 23	Post notice of budget hearing
August 26	Commissioner's Court - Budget Workshop- discuss tax rate and vote on pprosed tax rate. If tax rate will exceed the rollback rate or the effective tax rate, (whichever is lower), take record vote and schedule two public meetings
August 26	Publish notice of Proposed Tax Rate in newspaper by 8/30
Sept 9th	Commissioner's Court
Sept. 12	First public hearing on proposed tax
Sept. 16	Second public hearing on proposed tax rate
Sept. 23	Commissioner's Court- Adopt budget after final changes Adopt tax rate and levy taxes Set salaries of Elected Officials
Sept. 30	Last day to file final approved budget with County Clerk

- 7. To accept \$60.00 donation for marriage services performed by County Judge; Backup: 1**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *To accept donation for marriage services in the amount of \$60.00*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

Name	Representing	Title

(1) _____

(2) _____

(3) _____

(4) _____

4. Backup Materials: No backup materials ___ Total # of pages of backup material

5.  _____
Signature of Court Member
Exhibit A

_____ *3/14/19* _____
Date

8. To accept and pay Notary Bond #7213104 for Executive Assistant, Esmeralda Chan. Backup: 2

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only *To accept and pay for Notary bond # 72133104 for Executive Asst / Esmeralda Chan*

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 71.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

4. Backup Materials: No backup materials 2 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/19
Date

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone: 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE NO. 16861		Page 1
ACCOUNT NO. CALDW01	OP JB	DATE 03/13/2019
BOND Dec Page		
POLICY # 72133104		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 03/06/2019	EXPIRATION 03/06/2023	BALANCE DUE ON

Itm #	Eff Date	Trn	Description	Amount
140047	03/06/19	NEW	Notary Bond	\$50.00
140048	03/06/19	FFE	Filing Fee	\$21.00
Invoice Balance:				\$71.00

Esmeralda Chan Notary

**9. To approve Budget Transfer/
Amendment Request FY 2018-2019 for the
Caldwell Court at Law as reflected on the
Budget Amendment Form .Backup: 2**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only

Approve the Budget Transfer/Amendment Request FY 2018-2019 for the Caldwell County Court At Law as reflected on the Budget Amendment Form

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? Yes

3. Agenda Speakers:

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Judge Hoppy Haden	Barbara L. Molina,	Judge County Court At Law
(2)			
(3)			
(4)			

4. Backup Materials: No backup materials Total # of pages of backup material

5. 
Signature of Court Member

3/19/19
Date

**10.To approve Contract 18CCP04A
Amendment for Signature on the GLO-
CDBG Professional Engineer Services
with Doucet & Associates. Backup: 49**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only

Approve Contract 18CCP04A Amendment for Signature on the GLO-CDBG Professional Engineer Services with Doucet & Associates

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____

4. Backup Materials: No backup materials ⁴⁹ ~~28~~ Total # of pages of backup material

5. BA Westernland
Signature of Court Member

3-19-19
Date

Exhibit A

**Commissioner's Court March 25, 2019
County Purchasing Department
Contract No. 18CCP04A Amendment**

Consent Agenda:

The County Purchasing Department is requesting approval to accept the GLO CDBG Contract Amendment on Contract No. 18CCP04A.

Notable Budget Items: None at this time

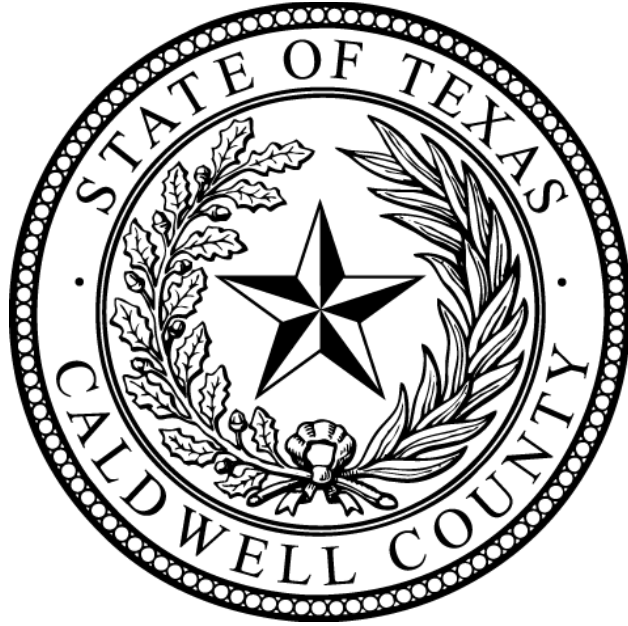
Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

**Approve Purchasing Agent request to accept Contract No. 18CCP04A Amendment
fro GLO CDBG Professional Engineer Services.**

Department Head Signature:

Daniel Blake 3.19.19



Caldwell County

Professional Engineering Services for Housing & Non-Housing
Projects

Under the US Department of Housing and Urban Development
Community Development Block Grant Program

Contract No. 18CCP04A

**PROFESSIONAL ENGINEERING SERVICES FOR HOUSING &
NON-HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. 18CCP04A**

Caldwell County (the “Subrecipient”) and **Doucet & Associates**, TIN:74-2638150 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from Hurricane Harvey; and

WHEREAS, Caldwell County desires to have engineering services to include: Scope 1: develop cost estimates and determine improvement projects for Texas Community Development Block Grant (hereinafter called “TxCDBG”) Program application; at no cost to Caldwell County^[AM1], Scope 2: Professional Engineering Services will be used for implementation and project identification in the application under the general direction of the TxCDBG Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage Doucet & Associates to render certain engineering services in connection with this TxCDBG Project application and with funding the TxCDBG Project Contract Number 18CCP04A

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, P.L. 115-31, P.L. 115-56, P.L. 115-72, and P.L. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. **Scope of Services**
The Firm will perform Scope 1 and Scope 2 as identified in Engineer Scope of Work (**ATTACHMENT C**)
2. **Compensation and Method of Payment** – The maximum amount of compensation for Scope 1 application submission shall be conducted at no cost to Caldwell County. The maximum amount of compensation for Scope 2 services is capped at 15% of total cost of GLO-CDBG project funded.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.1 DEFINITIONS

“**Activity**” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“**Administrative and Audit Regulations**” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “**Attachment**” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—DR” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in Attachment A, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

[“Project Completion Report”](#) means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

[“Project Implementation Manual”](#) means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

[“Project Period”](#) means the stated time for completion of a Project assigned by Work Order, if any.

[“Prompt Pay Act”](#) means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

[“Provider”](#) means Doucet & Associates, selected to provide the services under this Contract, if any.

[“Public Information Act”](#) means Chapter 552 of the Texas Government Code.

[“Quarterly Report”](#) means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

[“RFQ”/“RFP”](#) means the Subrecipient’s Request for Qualifications/Proposals No. RFQ 18CCP04A, or the Solicitation, as defined below.

[“Scope of Work”](#) means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

[“Solicitation”](#) means Subrecipient’s Request for Qualifications/Proposals No. 18CCP04A, including any Addenda.

[“Solicitation Response”](#) means Provider’s full and complete response to the Solicitation, including any Addenda.

[“State of Texas *TexTravel*”](#) means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

[“Subcontractor”](#) means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

[“Subrecipient”](#) means Caldwell County, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non-housing projects.

[“Subrecipient Agreement”](#) means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

[“Technical Guidance Letter or ‘TGL’”](#) means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.2 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment X, Attachment Y, Attachment Z (Attachment order will be specific to each Contract, Provider’s Response will be the last item in the overall list.); Solicitation Documents; and Provider’s Response to Solicitation.

1.3 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in Caldwell County, Texas, as authorized under GLO Contract No. 18CCP04A (“Subrecipient’s Contract”), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** (“the Project”).

Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient’s Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services. Document status may be confirmed through the GLO. Provider may obtain GLO contact information from the Subrecipient.

1.4 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.1 DURATION

This Contract shall be effective as of the date signed by the last party, and shall terminate on 2 (years) proceeding effective contract date. This is all contingent upon obtaining contract from GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.2 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.3 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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CONSIDERATION

III.

3.1 CONTRACT LIMIT, FEES, AND EXPENSES

The maximum amount of compensation for Scope 2 services is capped at 15% of total cost of GLO-CDBG project funded. This will be reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.1 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.3 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.4 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.1 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under current and future public laws
- (b) enacted to allocate Hurricane Harvey recovery funds including but not limited
- (c) to P.L. 115-31, P.L. 115-56, P.L. 115-72, and P.L. 115-123, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricane Harvey, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (d) All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.
- (e) The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.2 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.3 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.4 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.1 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.1 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.2 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.3 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.4 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.5 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.1 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.2 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.3 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.4 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.5 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.6 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.7 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.8 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
Caldwell County
110 S. Main St.
Lockhart, TX 78644
Attention: Dennis Engelke - Grant Coordinator

Provider

Doucet & Associates

Address: 7401 B Hwy 71, Suite 160

Austin, TX 78735

Attention: Colin Slagle P.E., CFM

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Caldwell County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

The parties hereto will use their reasonable best efforts to resolve any dispute hereunder through good faith negotiations. A party hereto must submit a written notice to any other party to whom such dispute pertains, and any such dispute that cannot be resolved within thirty (30) calendar days of receipt of such notice (or such other period to which the parties may agree) will be submitted to an arbitrator selected by mutual agreement of the parties. In the event that, within fifty (50) days of the written notice referred to in the preceding sentence, a single arbitrator has not been selected by

mutual agreement of the parties, a panel of arbitrators (with each party to the dispute being entitled to select one arbitrator and, if necessary to prevent the possibility of deadlock, one additional arbitrator being selected by such arbitrators selected by the parties to the dispute) shall be selected by the parties. Except as otherwise provided herein or as the parties to the dispute may otherwise agree, such arbitration will be conducted in accordance with the then existing rules of the American Arbitration Association. The decision of the arbitrator or arbitrators, or of a majority thereof, as the case may be, made in writing will be final and binding upon the parties hereto as to the questions submitted, and the parties will abide by and comply with such decision; provided, however, the arbitrator or arbitrators, as the case may be, shall not be empowered to award punitive damages. Unless the decision of the arbitrator or arbitrators, as the case may be, provides for a different allocation of costs and expenses determined by the arbitrators to be equitable under the circumstances, the prevailing party or parties in any arbitration will be entitled to recover all reasonable fees (including but not limited to attorneys' fees) and expenses incurred by it or them in connection with such arbitration from the non-prevailing party or parties.

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8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

*Signed for Caldwell County, Texas - GLO-CDBG
Professional Engineer Services Contract*

Signed for Doucet & Associates - Engineer Firm

Printed Name/Title: County Judge Hoppy Haden

Printed Name/Title: Colin Slagle P.E., CFM

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal *gain*.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by OMB Circular A-102

- 11- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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ENGINEERING SCOPE OF WORK

SCOPE OF SERVICES REQUESTED	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS	2
ENGINEERING SERVICES	2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Providers may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Providers will be required to show the ability to provide all the Engineering services described below. Provider shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Engineering services that will be needed on a project by project basis are described below:

- (a) Scope 1: Assist with the development of grant applications, cost estimates and project mapping at no cost to Caldwell County.
 - (b) Provide all project information necessary to ensure timely execution of the environmental review.
 - (c) Scope 2: Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
-

- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii. Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%

- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the County to facilitate the project, preparing right of way surveys and/or property boundary maps and legal
-

descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Providers will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
 - (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
 - (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or
-

files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Providers will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Providers will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Providers will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
 - (b) Provide Detailed Surveying as may be required for a project.
 - (c) Provide Site Specific Testing as may be required for a project.
 - (d) Provide Archeological Studies as may be required for a project.
 - (e) Provide Planning Studies as may be required for a project.
-

- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. 18CCP04A**
- (c) **Name the Subrecipient and the General Land Office as an additional insured.**

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	Required form of Insurance	CONTACT NAME:		
		PHONE:		
		A/C No Ext):	FAX (A/C No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL CD	SUBR unum	POLICY NUMBER	POLICY EFF MM/DD/YYYYI	POLICY EXP MM/DD/YYYYI	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MEDEXP (Anyone person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB H OCCUR CLAIMS-MADE						EACH OCCURRENCE AGG REGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTIONS Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						WC STATUTORY LIMITS EL EACH ACCIDENT E.L. DISEASE - POLICY LIMIT E.L. DISEASE - EA EMPLOYEE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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11. To ratify the submission of a letter to the Economic Development Administration in regard to the Caldwell County EDA Application and Right-of-Way Match Commitment. Backup: 2

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Consent or Discussion Only

To ratify the submission of a letter to the Economic Development Administration in regard to the Caldwell County EDA Application and Right-of-Way Match Commitment. Backup: 2

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$⁰_____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) _____

(2) _____

(3) _____

(4) _____

4. Backup Materials: No backup materials 2 Total # of pages of backup material

5. 

Signature of Court Member

3/20/19

Date

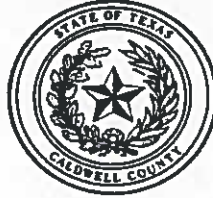
Exhibit A

Hoppy Haden
County Judge
512 398-1808

Angela Rawlinson
County Treasurer
512 398-1800

Barbara A. Gonzales
County Auditor
512 398-1801

Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: 512 398-1828



B.J. Westmoreland
Commissioner Precinct 1

Barbara Shelton
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Joe Ivan Roland
Commissioner Precinct 4

March 18, 2019

Jorge Ayala, Regional Director
903 San Jacinto
Suite 206
Austin, Texas 78701
jayala@eda.gov

RE: Caldwell County EDA Application Match Commitment

Dear Mr. Ayala,

Caldwell County appreciates the opportunity EDA has afforded us to submit our application for the San Marcos Air Rail Truck (SMART) Terminal. As you may know, Caldwell County is one of the poorest counties in Texas. With the Presidential Disaster DR 4332, Hurricane Harvey, the County suffered significant economic losses from high winds and flooding. Many of the residents of our County work elsewhere. Most of the flooding we experience is near the river. Harvey was a different type of event, it flooded everywhere preventing many residents from leaving their homes.

The event illustrated how fragile our economy is in the county and how critical it is for us to identify and exploit economic development opportunities that will stabilize and grow our tax base. Analysis of the SMART Terminal project estimates that this development will nearly double our property valuation in the County. The job creation (expected to be in the 1000's), and the retail and residential development that will follow will help to transform the county by shoring up a healthy tax base. In short, the SMART Terminal would be a game-changer for Caldwell County.

Caldwell County, through an Interlocal Agreement with the City of San Marcos and the developer's agreement with the City, has platted just over 8 acres of Right-of-Way through the Terminal. EDA grant funding will be utilized for the construction of the backbone of the roadway through the first phase of the large industrial complex which will ultimately serve several landowners and the City of San Marcos' property west of the San Marcos Loop 110 which is under construction. The 8.203 acres are valued at \$715,000. With the platting and transfer of title scheduled to occur by March 28, 2019, the County, with ownership, commits the property to public Right-of-Way for our matching contribution.

We thank you for your attention to this important project. Please let me know if I can answer any questions or concerns.

Sincerely,

Hoppy Haden
Caldwell County Judge

Special Presentation

Digital Ambassador Grant from Microsoft and 4-H presentation to increase internet in Caldwell County. Speakers Elsie Lacy and 4-H Youth

Special Presentation

Digital Ambassador Grant from Microsoft and 4-H presentation to increase internet in Caldwell County. Speakers: Elsie Lacy and 4-H Youth

Special Presentation

Dan Gibson, City of Lockhart City Planner to give presentation on proposed grant project for realignment of San Antonio Street and Commerce Street.

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

13. Discussion/Action to approve budget amendment from Contingency 001-6510-4860 to Constable 4 Machinery and Equipment, 001-4324-5310 for vehicle cameras and installation. **Cost: \$2644; Speaker: Commissioner Roland/ Constable Villearreal/ Barbara Gonzales; Backup: 4**

Caldwell County Agenda Item Request Form

11

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to approve budget from Contingency 001-6510-4860 to Constable & Machinery and equipment 001-4324-5310 for vehicle cameras and installation*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 2644

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? yes

3. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Joe Roland</u>		<u>Commissioner Pct 4</u>
(2)	<u>Art Villarreal</u>		<u>Const. 4</u>
(3)	<u>Barbara Gonzales</u>		<u>County Auditor</u>
(4)			

4. Backup Materials: No backup materials 4 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/18/19
Date

1423 Huntsville Hwy
Fayetteville, TN 37334
http://10-8video.com

10-8 VIDEO

DIGITAL EVIDENCE SOLUTIONS
www.10-8video.com 888-788-1048

Quote

ADDRESS

County Auditor
Caldwell County Auditor
PO Box 98
Lockhart, TX 78644

SHIP TO

County Auditor
Caldwell County Auditor
110 S Main St
Room 302
Lockhart, TX 78644

QUOTE #

DATE

3675

02/25/2019

SHIP VIA

UPS

P.O. NUMBER

TBD

SALES REP

NH

ACTIVITY

QTY

RATE

AMOUNT

1200-302 HD4+2

1

1,995.00

1,995.00

Quad HD and WIFI capable DVR- 2 cameras

(1) Front and (1) Rear HD Camera

900Mhz Wireless Mic

32GB SD card

Mirror Monitor

All necessary cables and mounting brackets included

Lifetime Software and Firmware Updates.

500-302

1

39.00

39.00

HD DVR Havis Face Plate

Thank You for your inquiry. Stay Safe!

SUBTOTAL

2,034.00

SHIPPING

9.95

TOTAL

\$2,043.95

Accepted By

Accepted Date

Danielle Blake

From: Arthur <arthur.villarreal@co.caldwell.tx.us>
Sent: Tuesday, March 05, 2019 9:39 AM
To: danielle.blake@co.caldwell.tx.us
Subject: Fwd: Estimate from 10-8 Video
Attachments: Quote_3675_from_108_Video_LLC.pdf; Untitled attachment 00029.htm

Hello , this is the quote I received from 10-8 plus I need to add about 600 for installing and rewording the two other units we have .

Please let me know if this works .
Thanks Art

Sent from my iPhone

Begin forwarded message:

From: "10-8 Video LLC" <quickbooks@notification.intuit.com>
Date: February 25, 2019 at 2:21:35 PM CST
To: arthur.villarreal@co.caldwell.tx.us
Cc: sales@10-8video.com
Subject: Estimate from 10-8 Video
Reply-To: sales@10-8video.com

Dear County Auditor,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Sincerely,
10-8 Video

----- Quote Summary -----
Quote # : 3675
Quote Date: 02/25/2019
Total: \$2,043.95
The complete version has been provided as an attachment to this email.

14. Discussion/Action to approve increased revenue line item 002-3000-0300/FEMA Reimbursement in the amount of \$413,895 and increasing budget line item 002-1101-3135/ Designated for Road Construction in the amount of \$413,895 netting a \$0 cost to Unit Road. **Cost: None; Speaker: Dennis Engelke/ Barbara Gonzales/ Judge Haden; Backup: 5**

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1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Discussion / Action to approve increased revenue line item 002-3000-0300 / FEMA Reimbursement in the amount of \$413,895 and increasing budget line item 002-1101-3135 / Designated for Road Construction in the amount of \$413,895 netting a \$0 cost to Unit Road.

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? no

Is a Budget Amendment being proposed? yes

3. Agenda Speakers:

	Name	Representing	Title
(1)	Dennis Engike,	Grant Writer	
(2)	Barbara A. Gonzales,	County Auditor	
(3)	Judge Haden,	County Judge	
(4)			

4. Backup Materials: No backup materials 5 Total # of pages of backup material

5. 
Signature of Court Member

3/19/19
Date

Exhibit A

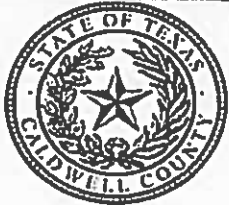
Barbara Gonzales

From: Dennis Engelke <dennis.engelke@co.caldwell.tx.us>
Sent: Friday, March 08, 2019 8:22 AM
To: 'Hoppy Haden'; 'Barbara Gonzales'; 'Unit Road Caldwell County'; 'Donald Leclerc'; 'Jan Bower'; carine.chalfoun@co.caldwell.tx.us
Cc: 'Charles Mills'
Subject: FEMA Projects Funds Approved for Payment

The Comptroller's Office issued payment for the following FEMA Projects on March 7, 2019.

Project/PW	Description	Amount
40430/PW3939	Cat C Area 1-Set 4, 11 roads	\$ 18,726.92
40432/PW3923	Cat C Area 2-Set 2, 8 roads	\$ 81,243.42
40434/PW3928	Cat C Area 2-Set 3, 6 roads	\$ 99,892.04
40438/PW4026	Cat C Set 6, 12 roads	\$ 106,815.78
TOTAL		\$ 306,678.16

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



Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
██████████	025	2226712	DD	405	306678.16
Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount	
90037682	PA_4332_055-99055-00_43350	97.036-4332-3919	18,726.92	0.00	
90037682	PA_4332_055-99055-00_43350	97.036-4332-3923	81,243.42	0.00	
90037682	PA_4332_055-99055-00_43350	97.036-4332-3928	99,892.04	0.00	
90037682	PA_4332_055-99055-00_43350	97.036-4332-4026	106,815.78	0.00	

[New Payment Search](#)

[Back](#)



03/12/2019 04:35:41 PM

You are logged in as:
Texas Identification Number: [REDACTED]
(512) 398-1800 IP: 204.64.105.118
System Tools
<ul style="list-style-type: none"> • Sign up for Advanced Payment Notifications Emails <input checked="" type="checkbox"/> • Paying Agency Contact List • Back to eSystems Menu
Public Payment Resources
<ul style="list-style-type: none"> • State Vendor Payment Resources • Where the Money Goes • Open Records Division

Payment Information

Tips:

* Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	025	2188686	DD	405	107217.08

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
90037659	PA_4332_055-99055-00_43414	97.036-4332-3927	107,217.08	0.00

[New Payment Search](#)

[Back](#)

0842937

15. Discussion/Action to accept public improvements in Sunrise Meadows Phase 2 for permanent county maintenance and to release the maintenance bond posted by Insurors Indemnity company as security against damages or defected work for public improvements as provided by subsections 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Roland/ Donald LeClerc; Backup: 6**

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1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *See attached*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
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(1)	Commissioner Roland		
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(2)	Donald LeClerc		
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(3)			
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(4)			
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4. Backup Materials: No backup materials 6 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/18/2019
Date

Discussion/Action to accept public improvements in Sunrise Meadows Phase 2 for permanent county maintenance and to release the maintenance bond posted by Insurors Indemnity Company as security against damages or defected work for public improvements as provided by subsections 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance.

MAINTENANCE BOND

THE STATE OF TEXAS

Bond Number: CNB-21327-00

COUNTY OF Caldwell

KNOW BY ALL THESE PRESENTS, that we Cain Services _____ as
Principal, and _____ Insurors Indemnity Company _____ a Corporation organized under
the laws of State of Texas _____ and duly authorized to do business in the State of Texas _____,
as Surety, are held and firmly bound unto Caldwell County _____
_____ as Obligee, in the penal sum of Seventy One Thousand,
Seventy-Three & 35/100's (\$ 71,073.35) to which payment will and truly to be made we do bid ourselves, and
each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has Sunrise Meadows Phase 2-Street & Drainage _____

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two
(2) years after approval by Caldwell County _____
against all defects in workmanship and materials which may, become apparent during said period;

NOW, THEREFORE, TO THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify
the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which
may become apparent during the period of one (1) year from and after the date of acceptance by the Owner,
then this obligation shall be void, otherwise to remain in full force and effect.

CALDWELL COUNTY U.S.

FEB 24 2016

**DWIGHT JEFFREY
ROAD ADMINISTRATOR**

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17 day of February, 2016

By: Cain Services
Principal

By: Insurors Indemnity Company
Surety

By: *Audrie Cain*
Title: *Cain Services, Owner*

By: *John W. Schuler*
Title: John W. Schuler, Attorney-In-Fact

Address: _____

Address: _____

1801 West McCarty Lane, San Marcos, Tx78666

225 South 5th Street, Waco, Texas 76702

The name and address of the Resident Agent or Surety is:

Time Insurance Agency, Inc.
1405 E. Riverside Drive
Austin, Texas 78741
512-447-7773

(Seal)

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-21327-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

John W. Schuler of the City of Austin, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

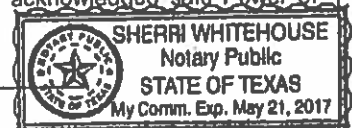
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherrri Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 17th day of February, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

16. Discussion/Action to accept public improvements in Dale Oaks Subdivision for permanent county maintenance and to release the cashier's check in the amount of \$27,399.68 remitted by A&S Construction Inc. as security against damages or defected work for public improvements in Dale Oaks Subdivision as provided by subsection 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Roland/ Donald LeClerc; Backup: 3**

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1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *see attached.*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

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

(1) Commissioner Roland

(2) Donald LeClere

(3) _____

(4) _____

4. Backup Materials: No backup materials 3 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/18/2019
Date

Discussion/Action to accept public improvements in Dale Oaks Subdivision for permanent county maintenance and to release the cashier's check in the amount \$27,399.68 remitted by A & S Construction Inc. as security against damages or defected work for public improvements in Dale Oaks Subdivision as provided by subsections 3.8.5 (G) and 3.8.5 (H) of the Caldwell County Development Ordinance.

FirstLockhart

NATIONAL BANK

P.O. Box 600, Lockhart, TX 78644-0600
(512) 398-3416
MEMBER FDIC

CASHIER'S CHECK

185686

12/08/2016

88-3211149
Ialvarez

Pay to the
Order of:

Caldwell County

\$27,399.68

Amount:

Twenty-Seven Thousand Three Hundred Ninety-Nine dollars and 68/100

MEMO:

Dale Oaks/Beau King/2 year bond

REMITTER:

A & S CONSTRUCTION SERVICES IN

Caldwell County

*Renew Henry's Card Opportunity
Yvonne Alvarez*

⑆ 185686⑆ 124903213⑆ 899992⑆

FirstLockhart

NATIONAL BANK

P.O. Box 600, Lockhart, TX 78644-0600
(512) 398-3416
MEMBER FDIC

CASHIER'S CHECK

185686

12/08/2016

Ialvarez

Customer Receipt

Payee:

Caldwell County

\$27,399.68

Twenty-Seven Thousand Three Hundred Ninety-Nine dollars and 68/100

Caldwell County

NOT NEGOTIABLE

MEMO:

Dale Oaks/Beau King/2 year bond

REMITTER:

A & S CONSTRUCTION SERVICES IN

17. Discussion/Action to approve a no-cost extension of the Meadow Center's Professional Services Agreement for services to be rendered on behalf of the Caldwell County Criminal Justice Center TCEQQ 319 Grant for water dissipation and parking lot enhancement project to coincide with the TCEQQ project extension of February 29, 2020. **Cost: None; Speaker Commissioner Westmoreland/ Dennis Engelke; Backup: 16**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to approve a no-cost extension of the Meadow Center's Professional Services agreement for services to be rendered on behalf of the Caldwell County Criminal Justice Center TCEQ 319 Grant for water dissipation and parking lot enhancement project to coincide with the TCEQ project extension of February 29, 2020.*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	<u>B.J. Westmoreland</u>		<u>Comm. Pd 1</u>
(2)	<u>Dennis Engelke</u>		<u>Grant Writer</u>
(3)	_____		_____
(4)	_____		_____

4. Backup Materials: No backup materials 16 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/2019
Date

CALDWELL COUNTY JUSTICE CENTER LOW IMPACT DEVELOPMENT EDUCATION PROFESSIONAL SERVICES AGREEMENT

This Caldwell County Justice Center Low Impact Development Education Professional Services Agreement (hereinafter "Agreement") is entered into on June 15, 2018 and will continue through February 29, 2020, between Caldwell County ("COUNTY"), a political subdivision of the State of Texas, and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work and the Addendum to Contract, included as "Attachment B", which may be amended in writing and signed by both parties from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall invoice the COUNTY each quarter, beginning on August 15, 2018, and the COUNTY shall reimburse TXSTATE for reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods,

customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement, or otherwise, shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE in accordance with the "Notices" section below. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement

of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

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

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Caldwell County
Attn: County Judge's Office
110 S. Main Street
Lockhart, TX 78644

Email: hoppy.haden@co.caldwell.tx.us, Barbara.gonzales@co.caldwell.tx.us,
Phone: 512-398-1809

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TEXAS STATE:

CALDWELL COUNTY:

**Dan Alden, Director of Procurement
and Strategic Sourcing
Texas State University**

**Hoppy Haden
Caldwell County Judge**

ATTACHMENT A

Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Caldwell County ("COUNTY") in the completion of deliverables for "Plum Creek Watershed Protection Plan Implementation of Low Impact Development (LID) for the Caldwell County Justice Center" toward fulfillment of TCEQ Contract No. 582-16-60279 as amended and executed December 15, 2017.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$12,000, which includes approximately 200 hours of TXSTATE staff time. TXSTATE will invoice the COUNTY on a quarterly basis for work performed.

Specifically, as mutually agreed to in the project's Quarterly Progress Report (QPR) timeline and as part of the overarching project tasks, TXSTATE will:

- Task 3: develop a tri-fold brochure about the project detailing individual LID components implemented at the Caldwell County Justice Center
- Task 3: develop permanent signage that provides information about LID components implemented at the Caldwell County Justice Center
- Task 3: organize and conduct two site tours for schools in the watershed and surrounding area
- Task 4: final Report

List of Deliverables:

- Design and print tri-fold brochures (500)
- Design and purchase permanent signage
 - 20 – 5in. by 8in. plastic signs for native plant identification
 - 5 – 1ft. by 1ft. engraved metal signs, one for each LID component
 - 1 – framed poster to be displayed in lobby of CCJC
- Documentation of two site tours for schools
- Final Report
 - Draft Final Report
 - Address TCEQ/EPA Comments
 - Final Report

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions

appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the Agreement, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; Section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

Hoppy Haden
County Judge
512 398-1808

Angela Meuth Rawlinson
County Treasurer
512 398-1800

Barbara A. Gonzales
County Auditor
512 398-1801



Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: 512 398-1828

B. J. Westmoreland
Commissioner Precinct 1

Barbara Shelton
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Joe I. Roland
Commissioner Precinct 4

January 28, 2019

Nick Dornak
Director of Watershed Services
The Meadows Center for Water and the Environment – Texas State University
601 University Drive
San Marcos, TX 78666

In a regularly scheduled meeting of Commissioners Court on January 14, 2019, the Commissioners Court approved the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program and on January 28, 2019, Commissioners Court approved the Professional Services Agreement (PSA) by and between Caldwell County and Texas State University for the Feral Hog Abatement Program.

Attached please find:

- (1) Fully executed copy of the PSA and
- (2) County signed Interlocal Agreement requiring the signature of your Interim Director, Dr. Rosson. Please return the original fully executed Interlocal to be filed in the Commissioners Court records of the County Clerk.

Sincerely,


Molly Cole
Administrative Assistant

MC

**CALDWELL COUNTY FY2019 FERAL HOG PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

This Caldwell County FY2019 Feral Hog Program Professional Services Agreement (hereinafter "Agreement") is entered into on January 14, 2019 and will continue through August 31, 2019, between Caldwell County ("COUNTY"), a political subdivision of the State of Texas, and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work and the Addendum to Contract, included as "Attachment B", which may be amended in writing and signed by both parties from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall invoice the COUNTY each month, beginning on March 15, 2019, and the COUNTY shall reimburse TXSTATE for reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods,

customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement, or otherwise, shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE in accordance with the "Notices" section below. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement

of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

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

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Caldwell County
Attn: County Judge's Office
110 S. Main Street
Lockhart, TX 78644

Email: Barbara.gonzales@co.caldwell.tx.us, dennis.engelke@co.caldwell.tx.us
Phone: 512-398-1809

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TEXAS STATE:



Dan Alden, Director of Procurement
and Strategic Sourcing
Texas State University

CALDWELL COUNTY:



Hoppy Haden — Edtheriot
Caldwell County Judge, Pro Tem

Date: 1-28-2019

ATTACHMENT A Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Caldwell County ("COUNTY") in the completion of deliverables for "Texas A&M AgriLife Extension Feral Hog Abatement Grant – Caldwell County" toward fulfillment of the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service as executed by Caldwell County January 14, 2019.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$7,400, that includes approximately 150 hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Manage project website and social media platform.
- **Four (4) Landowner Outreach Events:** Coordination of one (1) Caldwell Co. Feral Hog Workshop and three (3) one-hour webinars.
- **Caldwell County Feral Hog Removal Tracking including a County Level Damage Assessment:** With assistance from Caldwell County AgriLife Extension, develop and deliver tracking tool and County Level Damage and Control Assessment.
- **Remote-operated feral hog trap sharing cooperative:** Assist Caldwell County Feral Hog Task Force to update tracking tool for trap sharing cooperative program currently being implemented by the Caldwell County Feral Hog Task Force.
- **Cost-sharing incentive programs – trapping supplies and aerial hunting:** Implement cost-sharing incentive programs. Trapping supplies for up to eight program participants. Secure aerial services contracts for up to 8 program participants.
- **Caldwell County Feral Hog Bounty Program:** Train and assist Caldwell County AgriLife Extension and/or Plum Creek Watershed Partnership on conducting Bounty Program. Set up and incorporate new Apple iPad as a user interface for the Bounty Program.
- **Development of Final Report:** Draft final report due 7/31/19. Final report due 8/31/19.

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):
"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions

appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the Agreement, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; Section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

18. Discussion/Action to approve the Interlocal Cooperation Contract pertaining to the Tobacco Enforcement Program between Texas State University (Texas School Safety Center) and the Caldwell County Constable's Office, Precinct 3. **Cost: None; Speakers: Judge Haden/ Dennis Engelke/ Steve Kinney; Backup: 9**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *To approve the Interlocal Cooperation Contract pertaining to the Tobacco Enforcement Program between Texas State University (Texas School Safety Center) and the Caldwell County Constable's Office, Pct. 3*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	<i>Judge Haden</i>		
(2)	<i>Dennis Engelke</i>		
(3)	<i>Steve Kinney</i>		
(4)			

4. Backup Materials: No backup materials 9 Total # of pages of backup material

5. *[Signature]*
Signature of Court Member
Exhibit A

3/15/19
Date

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
415 N. Guadalupe, #164
San Marcos, Texas 78666*

The Performing Party: **Caldwell County Constable's Office, Precinct 3** a local government of the State of Texas

*Caldwell County
110 S Main, Room 303
Lockhart, TX 78644*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **94** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$100.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 3/2019)) **(for a maximum of 94 Controlled Buy/Stings and Follow-ups x \$100.00 each for a total of \$9,400.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed NINETY FOUR HUNDRED DOLLARS AND NO/100 CENTS (\$9,400.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **December 31, 2019**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
Caldwell County Constable's Office
Precinct 3

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to minors and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 3/2019)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female minors ages 14 –16 in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to minors. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to minors, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities.
Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) shall be signed by the designated authorized official
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 3/2019)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 3/2019)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) shall be submitted to the Texas School Safety Center on the first business day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 415 N. Guadalupe, PMB 164, San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-245-0821.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and minor decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to minors.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using minors as decoys: **94**
 - i. In at least 50% of all controlled buy/stings conducted, the minor must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Total number of e-cigarette attempts: **47**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 3/2019)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 3/2019)) outlines monthly goals to follow from **May 2019 to December 2019**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires prior approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 3/2019)) may result in payment being withheld until completion or submission.

**EXHIBIT C
PAYMENT FOR SERVICES**

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 3/2019)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 3/2019)) as confirmation of services rendered.
2. Be paid \$100.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 3/2019)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 3/2019)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 415 N. Guadalupe, #164, San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 3/2019)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$9,400.00** without prior written approval from the Texas School Safety Center at Texas State University.

19. Discussion/Action to formally create the Caldwell County Grants Department and adopt proposed guidelines and policies.
Cost: None; Speakers: Judge Haden/ Dennis Engelke; Backup: 6

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to formally create the Caldwell County Grants department and adopt proposed guidelines and policies.*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	<i>Judge Haden</i>		
(2)	<i>Dennis Engelke</i>		
(3)			
(4)			

4. Backup Materials: No backup materials *6* Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

Date

3/15/19

CALDWELL COUNTY GRANTS DEPARTMENT (CCGD) POLICY AND GUIDELINES

WHAT IS A GRANT?

A grant is defined as financial assistance awarded to the County from an external entity to carry out a public purpose or support or economic stimulation. Grants can be awarded in the form of: loan contracts, loan guarantees, cooperative agreements, joint participation agreements, contract for services, private contributions, inter-local agreements, and other types of contractual documents.

PURPOSE

Grants are an exceptional way to fund Caldwell County projects; however, they come with the expectation that all work, including the management of the grant award, will follow the highest standards of the regulatory and budgetary requirements of the grantor and the County. Failure to comply with such requirements can lead to a loss of goodwill, the return of awarded funds and/or fines and may also jeopardize future funding from granting entities.

The purpose of this document is to set forth guidance for the application of grant proposals and the administration of grants awarded to the County that ensure the efficiency and impact of grant-funded programs, services, and capital improvements; limit the County's exposure to grant-related legal liability; and assure grantors and the public that the County shall discharge its responsibilities with the highest of standards.

POLICIES AND PROCEDURES

I. Introduction – The Caldwell County Commissioners Court established the Caldwell County Grants Department (CCGD) on October 1, 2018 to provide the following services:

- a. Identify federal, state, local and private sources of loans and grants for the county utilizing databases, publications, associations, personal contacts, public and private data and funding centers, libraries, etc.
- b. Evaluate loan and grant funding opportunities for county departments, municipalities, companies, non-profits and individuals in Caldwell County.
- c. Coordinate and conduct annual grant writing seminars in Caldwell County for residents who may want to locate grant sources and write grant proposals.
- d. Utilize proven grant writers and consultants to locate, evaluate and write specific or time-consuming grant proposals for Caldwell County.

II. Grants Administrator – With the establishment of the CCGD, the Commissioners Court established the position of Grants Administrator to oversee the development of all grants for the County, their submission and tracking through the review and award processes and the monitoring and administration of those grants in conjunction with the Caldwell County Auditor’s Office.

The Grants Administrator serves at the will of the Commissioners Court and is responsible for overseeing the development and submission of all grants submitted on behalf of the County. This includes grants written by other departments within County government.

III. Inter-departmental Cooperation – In recognition of the complexity and specialization of some grants, i.e., health care and law enforcement, the Court confers on the Grants Administrator the power to cooperate with any County department or to contract with proven grant writers or consultants in finding sources, writing and submitting grants and monitoring those grants that are funded.

IV. Responsibility for Submission and Administration – While the Grants Administrator may cooperate with other County departments in developing, writing, submitting and monitoring grants, the Commissioners Court places sole responsibility for the grant development, funding and monitoring with the Grants Administrator. The Court directs that all grants submitted in the County’s name shall be reviewed by the Grants Administrator for approval by the Court.

It is the responsibility of the CCGD, under the direction of the Caldwell County Commissioners Court, to implement a grants administration policy and to provide procedures that detail the grant proposal-seeking process and the proper execution, management, and close-out of grants awarded; and report on the submission and status of grants in a manner that assures transparency and accountability to the Commissioners Court, grantors, and the public.

V. Commissioners Court Authority – The Commissioners Court reserves the right to discuss, approve or disapprove any and all grant submissions in the County’s name. In order for any County employee to submit a grant in the County’s name, the grant shall first be reviewed by the Grants Administrator and submitted to the Commissioners Court for approval. No grant to either a public or private agency shall be submitted in the County’s name without prior Court approval.

VI. Duties and Responsibilities – Outlined below are the duties and responsibilities of the Grants Department and the Auditor’s Office with regard to the processing of grants for the County. The document was created pursuant to the outside Auditor’s recommendation to expand the role of the Purchasing Agent in procuring professional services and to add independence and expertise to the process.

a. Seeking New Grants:

There is not a taxing entity or nonprofit organization that is not looking for new, non-traditional sources of funding. Current or traditional funding sources are

being maxed out, reduced or eliminated while the demand for services continues to increase.

It is required that departments receive written approval from the Caldwell County Commissioners Court, or authorized designee, by Resolution, both before APPLYING and at ACCEPTANCE of grant funds.

Before an application for funding can be created, a department should know its needs and how to find resources to meet those needs. It is best to develop departmental strategic plans before reviewing available solicitations. This will minimize the tendency to 'chase grants' and institute grant-funded programs that are not a good fit for the department. The CCGD can facilitate strategic planning for your department.

Grants pursued by the County must be consistent with the County's mission, strategic priorities or adopted business plans, and no grant shall be submitted without signature (resolution) approval of the Caldwell County Commissioners Court. Therefore, the submission of grant proposals shall be coordinated by the CCGD so that the effects on the County can be reviewed and understood beforehand and the authorizing signatures (approval) obtained; and ensuring that grant applications shall provide reasonable and realistic outcomes.

Any proposed grant must be submitted to the CCGD a minimum of 20 business days prior to the grantor's application due-date.

Note: *If a department finds that due to time restraints they are unable to wait for a Commissioners Court meeting for approval to apply for a grant, then the County Judge (or a designee) can sign approval. The item will be placed on the agenda of the next available Commissioners Court meeting for ratification.*

b. To Submit Grant Proposals:

The Grants Administrator will:

- a. Review matching funds requirements, if applicable, with the Auditor's Office
- b. Review project budget with Auditor's Office
- c. Develop and submit agenda item to the Judge for Commissioners Court Agenda
- d. Deliver copy of agenda item to Auditor's Office
- e. Deliver copy of certified Commissioners Court minutes to Auditor's Office
- f. Review all grant applications prior to submission to Grantor

c. To Accept Grant Contracts:

- Auditor will receive contract and review award budget with Grants Office
- Grants Administrator will, when appropriate, negotiate award budget with Grantor

- Auditor will:
 - When appropriate, have contract reviewed by County Attorney. Documentation being reviewed will be maintained in Auditor's Office.
 - Submit action item to Judge for Commissioners Court Agenda
 - Deliver copy of action item to Grant Administrator's Office
 - Obtain Judge's signature and mail contract
 - Deliver copy of executed contract to Grant Administrator's Office
 - Prepare and submit budget amendments to Commissioners Court for approval

d. To Procure Professional Services:

Probity in Procurement

Probity in procurement practices means integrity, uprightness and honesty. It is more than avoid corruption or dishonest conduct. It demands ethical behavior at all times in the administration of duties and responsibilities that align with managing public procurements.

This policy provides best practice guidance to assist in conducting and administering grants using the highest level of ethical behavior in all areas of the grant's life cycle. Transparency and accountability helps to ensure impartiality and gives the confidence to all parties participating in the procurement process. The Caldwell County Purchasing Department will ensure that needed goods and services are procured in an efficient, ethical and economical manner.

The solicitation of grant-related equipment, services, materials, supplies or products; and the creation of Requests for Proposals (RFPs) and Requests for Qualifications (RFQs) must be coordinated through the Caldwell County Purchasing Department before executing these purchases or issuing RFPs/RFQs. This will ensure that proper procurement and vendor/service providers' solicitation practices are being followed. The documentation of goods and services purchased with grant funds should reflect the process from beginning to end, and should easily show efforts of competitive bidding when applicable. Purchase Orders will be utilized and executed through the Caldwell County Purchasing Department.

e. Departments/Agencies Managing Existing Grants

1. Has responsibility for adherence to applicable program compliance requirements.
2. Has its performance measured against whether the objectives of the program are being realized or not, and to what degree.
3. Has responsibility to provide required timely performance and financial reports to the CCGD.
4. Has responsibility for daily programmatic decision making.

f. Record Retention

Master grant files are to be maintained by the CCGD and the department responsible for managing the grant. Having organized files allows grant documents to be quickly accessed upon request by the grantor, grantee or any authorized Caldwell County staff member. Unless the grant agreement states otherwise, all grant award records are to be retained for a period of three (3) years from the date of submission of the project's final financial and performance report.

g. Grant Reporting

Every award has reporting requirements specified in the grant agreement. It is critical that all reports are complete, accurate, and submitted per the specified dates outlined in the agreement. Requirements and procedures are established to ensure that grant funds are expended and accounted for in a method that provides accuracy, uniformity and consistency. Late or inaccurate reports may negatively impact current or future funding, and result in Single Audit scrutiny.

Types of Reports

- Performance/Progress/Narrative/Status: The department is required to regularly submit to the grantor and retain performance reports that reflect grant-funded operational progress.
- Financial: Fiscal responsibilities include regularly submitting and retaining financial reports that reflect a grant's fiscal health along with supporting documents.
- Close-Out: Dependent upon the conditions of the grant contract, after the expiration or termination of the grant, the department in collaboration with the CCGD, are required to submit all financial, performance and other reports as required.

This policy is not a comprehensive listing of all rules, regulations or laws relating to grants administration, but is a guide of standardized procedures to direct the CCGD and County personnel in the pursuit, application, and management of grant proposals and awards. All respective departments are responsible for the creation and maintenance of internal procedures that will be used in conjunction with these standards.

20. Discussion/Action to approve a resolution supporting the submission of an application to the Office of Attorney General for the “Other Victim Assistance Grant” (OVAG).
Cost: None; Speakers: Judge Haden/ Dennis Engelke; Backup: 2

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to approve a resolution supporting the submission of an application to the Office of Attorney General for the "Other Victim Assistance Grant." (OVAG)*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
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(1)	Judge Haden		
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(2)	Dennis		
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(3)			
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(4)			
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4. Backup Materials: No backup materials 2 Total # of pages of backup material

5. 

Signature of Court Member
Exhibit A

Date 3/15/19



Resolution Number 13-2019

WHEREAS, the Caldwell County Sheriff's Office has applied or wishes to apply to the Office of the Attorney General (OAG) for the "Other Victim Assistance Grant" (OVAG).

WHEREAS, the Caldwell County Commissioners Court has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Caldwell County Sheriff's Office has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Hoppy Haden

Position Title: Caldwell County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, as well as the designation of the Authorized Official.

Hoppy Haden, County Judge

B. J. Westmoreland, Commissioner Pct. 1

Barbara Shelton, Commissioner Pct.2

Edward "Ed" Theriot, Commissioner Pct. 3

Joe Roland, Commissioner Pct. 4

Attest _____
Teresa Rodriguez, County Clerk

21. Discussion/Action to enter into a contract with iDocket.com, LLC to grant access to District Clerks court docket data on the internet at no cost to the County. To provide a service to the public, especially attorneys and bondsmen. **Speaker: Judge Haden/ Tina Freeman; Cost: None; Backup: 2**

MAR. 25th?

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to barbara.gonzales@co.caldwell.tx.us and hopy.haden@co.caldwell.tx.us.
Deadline is 5:00 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

To enter into a contract with iDocket.com, LLC to grant access to District Clerk's court docket data on the Internet at no cost to the County, to provide a service to

Discussion Only. or Executive Session. What is to be discussed?

the public, especially attorneys and bondsmen.

2. Costs:

Actual Cost or Estimated Cost \$ — 0 —

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers: Tina Freeman (if needed)

	Name	Representing	Title
(1)	<u>T. F.</u>		<u>Dist. Clerk</u>
(2)			
(3)			
(4)			

4. Backup Materials: No backup materials

A total of 1 pages of backup materials are attached. (Agreement)

5. _____
Signature of Court Member

Date

**Professional Services Agreement
Caldwell County District Clerk– iDocket.com Ruby Service**

Parties - This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, whose offices are located at 1616 S. Kentucky, Building D, Suite 100, Amarillo, TX 79102, and the County of Caldwell, Texas under the supervision of the Caldwell County District Clerk, whose address is 1703 S. Colorado Street, Box 3, Lockhart, Texas 78644.

Services provided by iDocket

- A. Provide the software necessary to extract, filter, compress, and transfer, as designated by the County, information from the county's file and fee docket that is currently available for public inspection in the county's office, for placement on the Internet.
- B. Will provide and host the web site for the county's court information on the Internet.
- C. iDocket agrees that all information provided by the county for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.
- D. Revenue Sharing - County shall receive 20% of subscription revenues from Users indicating Clerk's County as their primary county of interest. Payment shall be made monthly via ACH Deposit with notifications sent within sixty days of the month close date. A report listing quarterly subscription revenues for the County will be made available to the Clerk online.
- E. iDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the county.
- F. iDocket shall hold in trust for the county, and shall not disclose to any nonparty to the agreement, any confidential information of the county. Confidential information is information that relates to the county's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.
- G. The Clerk has the option to make their document images available for purchase on the iDocket web site under this agreement. The District Clerk's copy fees are paid monthly within sixty days of the month close date.

Quality of Services - iDocket will provide adequate Internet access to the information given by the county. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

Termination of the Agreement - Either party may terminate this agreement without cause with ninety (90) days written notice to the address stated herein.

Execution – IN WITNESS, thereof the CONTRACTOR (iDocket.com) and COUNTY (Caldwell) have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement.

Honorable Tina Morgan Freeman
Caldwell County District Clerk

Armando Balderrama
CEO, iDocket.com

Date

Date

22. Discussion/Action regarding the installation of gates on South East River Road near the Morrison Creek Crossing. **Cost: \$1,500; Speaker: Commissioner Theriot; Backup: 1**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

Discussion and Action regarding the installation of gates on S.E. River Road near the Morrison Creek crossing.

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 1,500

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Ed Theriot</u>		<u>Commissioner P-3</u>
(2)	_____		_____
(3)	_____		_____
(4)	_____		_____

4. **Backup Materials:** No backup materials ___ Total # of pages of backup material

5. *Ed Theriot*
Signature of Court Member
Exhibit A

3-18-19
Date

23. Discussion / Action to consider a variance request from the 5-year provision to be able to sell early due to a hardship on a recorded Family Land Grant that was recorded in August of 2015. **Cost: None. Speaker: Commissioner Shelton / Kasi Miles. Backup: 19**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to consider a variance request from the 5-year provision to be able to sell early due to a hardship on a recorded Family Land Grant that was recorded in August of 2015*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

Name	Representing	Title
(1) <u>Commissioner Shelton</u>		<u>Commissioner, Pct 2</u>
(2) <u>Kasi Miles</u>		<u>Sanitation</u>
(3) _____		
(4) _____		

4. Backup Materials: No backup materials 19 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/19
Date

March 8, 2019

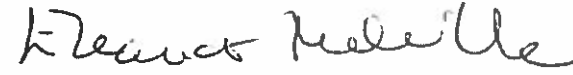
Dear Commisioner Barbara Shelton,

Re: Variance Request from Family Land Grant, \$275 fee included

I am writing you because I have a hardship and want to sell my 4.65 acre tract to my adjoining neighbor. My daughter, Katharine Kupwade-Patil, granted me the tract in 2015 so I could build a house near her. However I have had several serious surgeries since then and I cannot build as planned. I am mobility impaired and want to be in a more central location near my doctors.

My adjoining neighbor Alejandro and Metodía Rodriguez want to buy the tract. I am asking you for a **Variance Request and to be released from the five year stipulation**. I have attached the **Variance Request fee of \$275.00**.

The family land grant was finalized August 2015 and the five year stipulation terminates in 2020. I am only requesting one tract from the family land grant be released.

Thank you, 
Eleanor Melville, P.O. Box 418, Lockhart, TX 78644. 512-801-7481, Dalecorner@gmail.com

General Notes

1) THE PARTY OR PARTIES THAT THIS SURVEY WAS PREPARED FOR WAS ADVISED THAT THIS PARCELLS COULD BE SUBJECT TO THE CALDWELL COUNTY SUBDIVISION RULES AND REGULATIONS ACCORDING TO THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 212-42 COUNTY REGULATIONS OF SUBDIVISIONS.

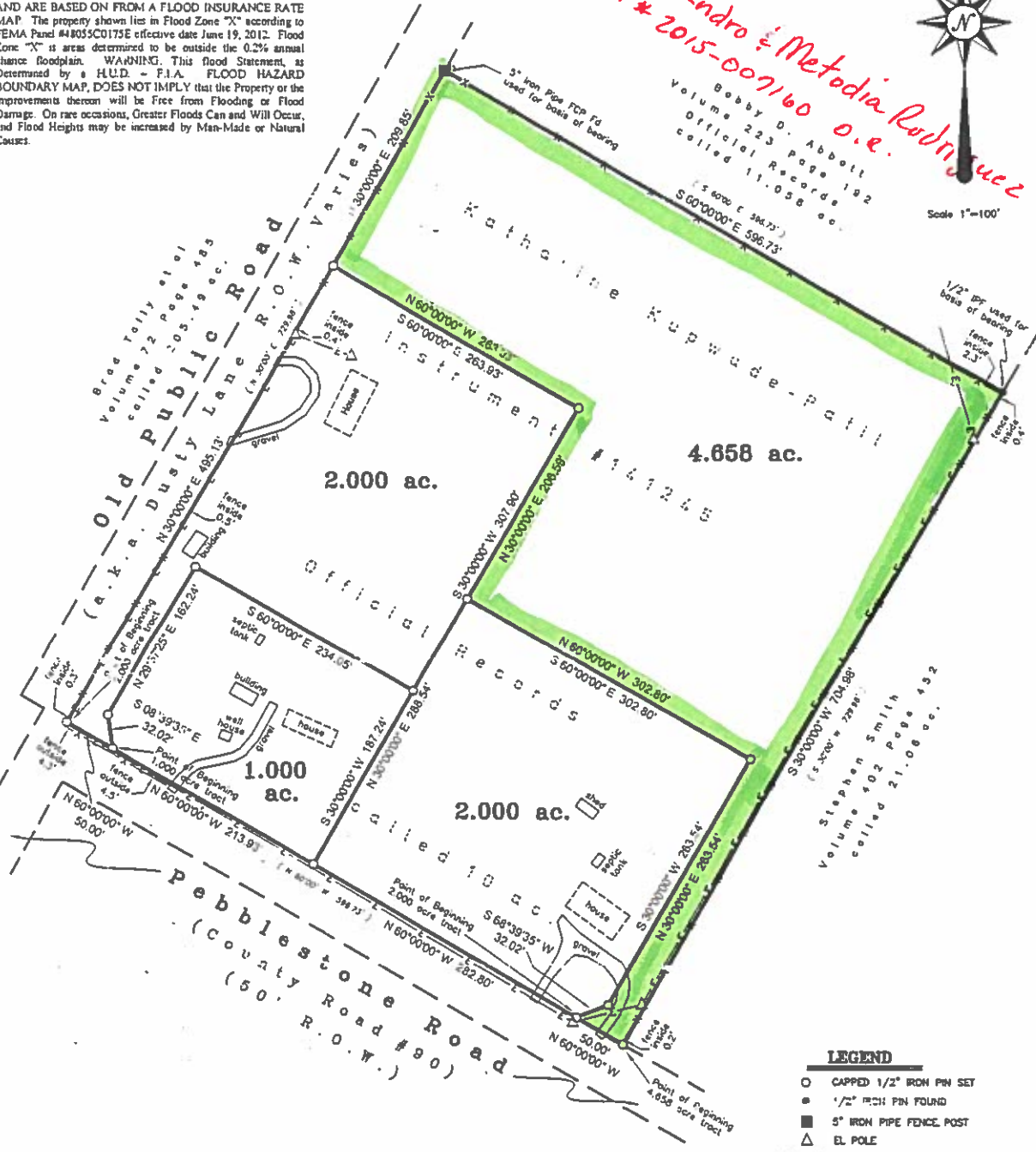
2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY

3) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panel #48035C0175E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. **WARNING:** This flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.

Caldwell County, Texas

William Swearingen Survey A-262

Alejandro & Metodia Rodriguez
First 2015-007160 o.e.



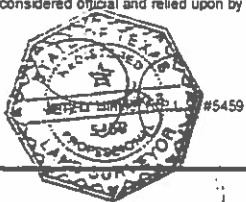
Stephen Smith
 Volume 402 Page 432
 called 21.08 ac.

LEGEND

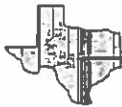
- CAPPED 1/2" IRON PIN SET
- 1/2" IRON PIN FOUND
- 5" IRON PIPE FENCE POST
- △ EL POLE
- (---) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
- E- OVERHEAD ELECTRIC LINE
- UNLESS OTHERWISE NOTED

SURVEY PLAT

Showing Four (4) tracts of land out of the William Swearingen Survey A-262 in Caldwell County, Texas. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on June 2, 2015, (2) No Abstract of Title, title commitment, nor research or record essemesments were supplied to the Surveyor. There may exist easements of record which could effect this parcel. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Field Book: d.c.	Drawn By: J.H. BS
Job No. 20151523	Drawing: 20151523.dwg
Date: June 2015	Word Disc: Begin 06012015
Surveyed By: J.H. JDB	Autocad Date: Begin 06012015



HINKLE
SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
 Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00

33267

33268

12197

51732

*Alejandro &
Metodia Rodriguez
Inst. # 2015-607160 OR.*

12156

200

Bee Creek

12159

DUSTY LN
CR 90

2,000 ac

12157

100

4.658 ac

1,000 ac

2095

2,000 ac

2170

12160

PEBBLESTONE RD
CR 90

2318

12161

35163

91306 1927

91301 1923

35162 2005

12155

12195

12189

12187

48237

1759

PEBBLESTONE RD
CR 90



ELEANOR LAY MELVILLE
ANN OLIVIA WHITTIER
P O BOX 418
LOCKHART, TX 78644-0418

1096
08 12 11 11

2020-2-29

*Call me for
two hundred seventy five dollars*

FirstLockhart
NATIONAL BANK

www.firstlockhart.com
877-398-3418

For _____

Eleanor Lay Melville

██

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1303

6808

DATE 3-13-19

RECEIVED FROM Eleanor Lay Melville \$ 275.00

Two hundred seventy-five dollars + tax DOLLARS

FOR Variance request - family land grant

Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	275.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles

CERTIFICATION
OF
APPROVAL FOR A FAMILY LAND GRANT
BY
CALDWELL COUNTY

Caldwell County approved this Family Land Grant exception number 5081 to the platting requirements of the Caldwell County Development Ordinance.

This Certification of Approval applies to a Family Land Grant exception wherein the following named person(s) is (are) listed as the Owner(s) and Grantor(s) and the following named individual(s) is/are named as listed family member(s) and as grantee(s) under the deed to which this Certification of Approval is attached.

OWNERS/GRANTORS:

Katharine Kupwade-Patil

Katharine Kupwade-Patil

FAMILY MEMBERS/GRANTEES:

Kunal Kupwade-Patil

Eleanor Melville

This Certification of Approval may be attached to any deed used in connection with the Family Land Grant described herein.

This Certification of Approval is executed this 13th day of August, 2015
by Kasi Miles in her capacity as Caldwell County Subdivision Coordinator.

Kasi Miles
Kasi Miles

** It is a crime to use this Certification of Approval of a Family Land Grant on any deed that has not been approved by the Caldwell County Subdivision Coordinator's Office.

Family Land Grant Affidavit

Grantor(s)/Owner(s) may complete this Affidavit for Family Land Grant to comply with the requirements outlined in Section 3.3.1 (A) (1) (c) of the Caldwell County Development Ordinance adopted on January 11th, 2011.

Pursuant to Section 3.3.1 (A) Caldwell County does not require a plat for family land grants wherein the property is divided into four (4) 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 of the Texas Local Government Code. The authority for this exception is contained in Section 232.0015(e) of the Texas Local Government Code. (A consanguinity and affinity chart is attached for your convenience in determining a qualifying relationship for this affidavit).

It is the intent and purpose of a Family Land Grant to reduce potential development impacts on the community as a whole by encouraging and promoting the ability of family members to remain in close proximity as housing needs change, to provide opportunities for mutual support and care of family members, and to allow for the preservation of family land holdings which might otherwise be fragmented for economic reasons.

This Family Land Grant exception to the platting requirements of the Caldwell County Development Ordinance will only be granted if the following conditions are met:

- (1) All proposed parcels must have frontage on an existing County road (See Section 3.3.1 (A) (1) (a) of the Caldwell County Development Ordinance)
- (2) All development on the property must comply with minimum required setbacks from water wells and septic systems if applicable. (See Section 3.3.1 (A) (1) (b) of the Caldwell County Development Ordinance)
- (3) The deed transferring any parcel under the Family Land Grant exception must contain a restrictive covenant in the deed language stating that:

“No transfer or sale of this property may occur within five (5) years from the date of recordation of this deed unless the Seller (Grantee under this deed) has complied with all subdivision requirements contained within the Caldwell County Development Ordinance originally adopted on January 18th, 2011. By acceptance of this deed the Grantee agrees to abide by this restrictive covenant. This covenant shall run with the land described herein and run in favor of Caldwell County, Texas”

- (4) The split of the property does not lay out a part of the original tract into a tract described by Section 232.001 (a) (3) of the Texas Local Government Code. (i.e. streets, alleys, squares,

parks etc. and other tracts as set forth in Section 232.001 (a)(3).

STATEMENT OF GRANTOR(S)/OWNER(S):

I (we) am (are) the Owner(s) of a lot or parcel of land consisting of 10 acres situated in Caldwell County, Texas, which parcel is outside of any city limits of any municipality in Caldwell County, Texas, and I (we) propose to make a division of said lot or parcel as is depicted on the survey made by Hinkle Surveyors dated 6-1, 2015, for the continued enjoyment of family members who are set forth below and who are within the third degree of consanguinity or affinity (as these terms are defined in Section 573.022 thru 573.025 of the Texas Government Code) to myself or us as Owner(s) of the property set forth in the above listed survey.

The parcel to be subdivided for this Family Land Grant has a Caldwell County Appraisal District Parcel ID number of 12157.

I (we) am (are) going to transfer the foregoing described parcel(s) to the following named individuals(s) who are all related to me (us) within the third degree of consanguinity or affinity as set forth next to their names:

<u>Kunal Kupwade-Patil</u> Name of Grantee	<u>Spouse</u> Relationship to Owner(s)	<u>1.0 acre</u> Description of Parcel
<u>Kunal Kupwade-Patil</u> Name of Grantee	<u>Spouse</u> Relationship to Owner(s)	<u>2.0 acres</u> Description of Parcel
<u>Kunal Kupwade-Patil</u> Name of Grantee	<u>Spouse</u> Relationship to Owner(s)	<u>2.0 acres</u> Description of Parcel
<u>Eleanor Melville</u> Name of Grantee	<u>Mother</u> Relationship to Owner(s)	<u>4.658 acres</u> Description of Parcel

As Owner(s) I (we) do hereby swear and affirm, under penalty of perjury, that: (1) all of the information contained in this Family Land Grant Affidavit is true and correct, (2) that the transfer(s) contemplated herein is/are not for the purposes of circumventing the subdivision requirements contained within the Caldwell County Development Ordinance, and (3) that the family/kinship relationships set forth herein are true and accurate descriptions of the family relationship of the individuals named above in accordance with Chapter 573 of the Texas Government Code.

As Owner(s) I (we) agree to place the restrictive covenant language set forth above in any deed I (we) use to make the transfers contemplated in this Family Land Grant exception and that I (we) will submit a copy of any deed to Caldwell County for its review prior to the recording of any deed used to make a conveyance pursuant to this Family Land Grant exception.

As Owner(s) I (we) agree to inform any grantee, under a deed used to convey any parcel pursuant to this Family Land Grant exception, of the prohibition on resale of the parcel(s) prior to five (5) years from the date of any recordation of a deed used in conjunction with this Family Land

Grant Affidavit without compliance with the subdivision requirements of the Caldwell County Development Ordinance.

WITNESS MY (OUR) HAND(S) this 22 day of June, 2015.

Katharine Kupwade-Patil 812 S Mainst Louchar TX
Owner's Name - Address- Date 78644

X KPK

Owner's Name - Address- Date

Owner's Name - Address- Date

Owner's Name - Address- Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

BEFORE ME the undersigned authority, on this day personally appeared Katherine
Kupwade - Patil

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged, swore and affirmed, under penalty of perjury, that s/he (they) executed the foregoing instrument as owner(s) of the parcel(s) described herein for the sole purpose of making a subdivision of land and grant to a qualifying family member who is within the third degree of consanguinity or affinity of the owner(s) listed herein.

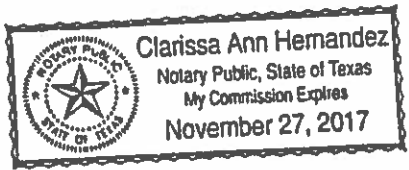
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 22 day of June, 2015.

Clarissa Hernandez

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Clarissa Hernandez

Printed Name of Notary Public - Expiration Date of Notary





All of a certain tract or parcel of land situated partially in Caldwell County, Texas and being a part of the William Swearingen Survey A-262 and being a part of a tract of land called 10 acres and conveyed to Katharine Kupwade-Patil by deed recorded in Instrument #141245 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin set in the SW line of the above mentioned 10 acre tract and the NE line of Pebblestone Road (County Road #90) and an exterior corner of a 2.000 acre tract described this date for the West corner this tract and from said capped 1/2" iron pin set a second capped 1/2" iron pin set marking the West corner of the said 10 acre tract bears N 60 degrees 00 minutes 00 seconds W 50.00 feet and from said 10 acre West corner a 5" iron pipe fence corner post found used for basis of bearing marking the North corner of the said 10 acre tract bears N 30 degrees 00 minutes 00 seconds E 704.98 feet and from said 5" iron pipe fence corner post found a 1/2" iron pin found used for basis of bearing marking the East corner of the said 10 acre tract bears S 60 degrees 00 minutes 00 seconds E 596.73 feet.

THENCE over and across the said 10 acre tract for the following Four (4) courses:

1) N 08 degrees 39 minutes 35 seconds W 32.02 feet to a capped 1/2" iron pin set for angle point this tract.

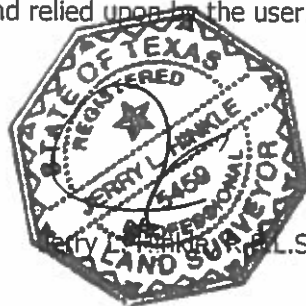
2) N 29 degrees 57 minutes 25 seconds E 162.24 feet to a capped 1/2" iron pin set for the North corner this tract.

3) S 60 degrees 00 minutes 00 seconds E 234.05 feet to a capped 1/2" iron pin set in the South corner of the above mentioned 2.000 acre tract for East corner this tract.

4) S 30 degrees 00 minutes 00 seconds W 187.24 feet to a capped 1/2" iron pin set in the SW line of the said 10 acre tract and the NE line of Pebblestone Road and the West corner of a second 2.000 acre tract described this date for the South corner this tract.

THENCE N 60 degrees 00 minutes 00 seconds W with the SW line of the said 10 acre tract and the NE line of Pebblestone Road **213.93 feet** to the place of beginning containing **1.000 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 2, 2015. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2015 Firm Registration No. 100866-00

P.O. BOX 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM



All of a certain tract or parcel of land situated partially in Caldwell County, Texas and being a part of the William Swearingen Survey A-262 and being a part of a tract of land called 10 acres and conveyed to Katharine Kupwade-Patil by deed recorded in Instrument #141245 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

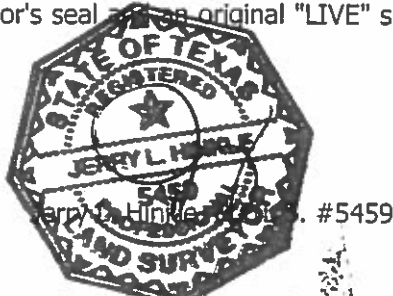
BEGINNING at a capped 1/2" iron pin set in the West corner of the above mentioned 10 acre tract and intersection of the South corner of an Old Public Road (a.k.a. Dusty Lane) and the NE line of Pebblestone Road (County Road #90) for the West corner this tract.

THENCE N 30 degrees 00 minutes 00 seconds E with the NW line of the said 10 acre tract and the SE line of the Old Public Road **495.13 feet** to a capped 1/2" iron pin set in the NW line of the said 10 acre tract and the West corner of a 4.658 acre tract described this date for the North corner this tract and from said capped 1/2" iron pin set a 5" iron pipe fence corner post found used for basis of bearing marking the North corner of the said 10 acre tract bears N 30 degrees 00 minutes 00 seconds E 209.85 feet and from said 5" iron pipe fence corner post found a 1/2" iron pin found used for basis of bearing marking the East corner of the said 10 acre tract bears S 60 degrees 00 minutes 00 seconds E 596.73 feet.

- THENCE** over and across the said 10 acre tract for the following Five (5) courses:
- 1) **S 60 degrees 00 minutes 00 seconds E 263.93 feet** to a capped 1/2" iron pin set for East corner this tract.
 - 2) **S 30 degrees 00 minutes 00 seconds W 307.90 feet** to a capped 1/2" iron pin set for the most easterly South corner this tract.
 - 3) **N 60 degrees 00 minutes 00 seconds W 234.05 feet** to a capped 1/2" iron pin set in the North corner of a 1.000 acre tract described this date for an ell corner this tract.
 - 4) **S 29 degrees 57 minutes 25 seconds W 162.24 feet** to a capped 1/2" iron pin set for an angle point this tract.
 - 5) **S 08 degrees 39 minutes 35 seconds E 32.02 feet** to a capped 1/2" iron pin set in the SW line of the said 10 acre tract and the NE line of Pebblestone Road for an exterior corner this tract.

THENCE N 60 degrees 00 minutes 00 seconds W with the SW line of the said 10 acre tract and the NE line of Pebblestone Road **50.00 feet** to the place of beginning containing **2.000 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 2, 2015. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal as an original "LIVE" signature should be considered official and relied upon by the user.





All of a certain tract or parcel of land situated partially in Caldwell County, Texas and being a part of the William Swearingen Survey A-262 and being a part of a tract of land called 10 acres and conveyed to Katharine Kupwade-Patil by deed recorded in Instrument #141245 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin set in the SW line of the above mentioned 10 acre tract and the NE line of Pebblestone Road (County Road #90) and an exterior corner of a 4.658 acre tract described this date for the South corner this tract and from said capped 1/2" iron pin set a second capped 1/2" iron pin set marking the South corner of the said 10 acre tract bears S 60 degrees 00 minutes 00 seconds E 50.00 feet and from said 10 acre South corner a 1/2" iron pin found used for basis of bearing marking the East corner of the said 10 acre tract bears N 30 degrees 00 minutes 00 seconds E 704.98 feet and from said 1/2" iron pin found a 5" iron pipe fence corner post found used for basis of bearing marking the North corner of the said 10 acre tract bears N 60 degrees 00 minutes 00 seconds W 596.73 feet.

THENCE N 60 degrees 00 minutes 00 seconds W with the SW line of the said 10 acre tract and the NE line of Pebblestone Road **282.80 feet** to a capped 1/2" iron pin set in the SE line of the said 10 acre tract and the South corner of a 1.000 acre tract described this date for the West corner this tract.

THENCE over and across the said 10 acre tract for the following Four (4) courses:

- 1) N 30 degrees 00 minutes 00 seconds E 288.54 feet** to a capped 1/2" iron pin set for North corner this tract.
- 2) S 60 degrees 00 minutes 00 seconds E 302.80 feet** to a capped 1/2" iron pin set for the West corner this tract.
- 3) S 30 degrees 00 minutes 00 seconds W 263.54 feet** to a capped 1/2" iron pin set for an angle point this tract.
- 4) S 68 degrees 39 minutes 35 seconds W 32.02 feet** to to the place of beginning containing **2.000 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 2, 2015. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



#5459

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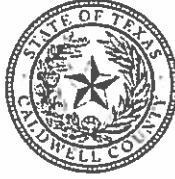
P.O. BOX 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM

FILED AND RECORDED

Instrument Number: 2015-006100 FAMILY LAND GRANT

Filing and Recording Date: 09/02/2015 11:36:02 AM Pages: 9 Recording Fee: \$54.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Carol Holcomb

Carol Holcomb, County Clerk
Caldwell County, Texas

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

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.



All of a certain tract or parcel of land situated partially in Caldwell County, Texas and being a part of the William Swearingen Survey A-262 and being a part of a tract of land called 10 acres and conveyed to Katharine Kupwade-Patil by deed recorded in Instrument #141245 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin set in the South corner of the above mentioned 10 acre tract and the NE line of Pebblestone Road (County Road #90) for the South corner this tract.

THENCE N 60 degrees 00 minutes 00 seconds W with the SW line of the said 10 acre tract and the NE line of Pebblestone Road **50.00 feet** to a capped 1/2" iron pin set in the SW line of the said 10 acre tract and the South corner of a 2,000 acre tract described this date for an exterior corner this tract.

THENCE over and across the said 10 acre tract for the following Five (5) courses:

1) N 68 degrees 39 minutes 35 seconds E 32.02 feet to a capped 1/2" iron pin set for an angle point this tract.

2) N 30 degrees 00 minutes 00 seconds E 263.54 feet to a capped 1/2" iron pin set in the East corner of the above mentioned 2,000 acre tract for an ell corner this tract.

3) N 60 degrees 00 minutes 00 seconds W 302.80 feet to a capped 1/2" iron pin set for an ell corner this tract.

4) N 30 degrees 00 minutes 00 seconds E 206.59 feet to a capped 1/2" iron pin set for an ell corner this tract.

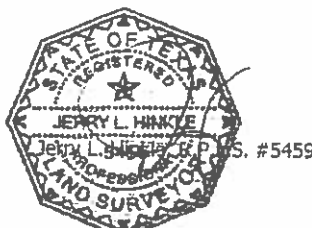
5) N 60 degrees 00 minutes 00 seconds W 263.93 to a capped 1/2" iron pin set in the NW line of the said 10 acre tract and the SE line of an Old Public Road (a.k.a. Dusty Lane) and the North corner of a second 2,000 acre tract described this date for the West corner this tract.

THENCE N 30 degrees 00 minutes 00 seconds E with the NW line of the said 10 acre tract and the SE line of Pebblestone Road **209.85 feet** to a 5" iron pipe fence corner post found used for basis of bearing in the North corner of the said 10 acre tract and the apparent West corner of a tract of land called 11.058 acres and conveyed to Bobby D. Abbott by deed recorded in Volume 223 Page 192 of the said Official Records for the North corner this tract.

THENCE S 60 degrees 00 minutes 00 seconds E with the NE line of the said 10 acre tract and the apparent SW line of the above mentioned 11.058 acre tract **596.73 feet** to a 1/2" iron pin found used for basis of bearing in the West corner of the said 10 acre tract and the apparent NW line of a tract of land called 21.06 acres and conveyed to Stephen Smith by deed recorded in Volume 402 Page 452 of the Deed Records of Caldwell County, Texas for the East corner this tract.

THENCE S 30 degrees 00 minutes 00 seconds W with the SE line of the said 10 acre tract and the NW line of the above mentioned 21.06 acre tract **704.98 feet** to the place of beginning containing **4.658 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 2, 2015. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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Caldwell CAD

Property Search Results > 12156 RODRIGUEZ ALEJANDO & METODIA JAIMES for Year 2019 Tax Year: 2019 - Values not available

Property

Account

Property ID:	12156	Legal Description:	A262 SWEARINGEN, WILLIAM C., TRACT PART 3, ACRES 11.06
Geographic ID:	0100262-100-030-00	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	200 DUSTY LN DALE, TX 78616	Mapsco:	03-324
Neighborhood:	RURAL McMAHAN AREA	Map ID:	03-324
Neighborhood CD:	4220		

Owner

Name:	RODRIGUEZ ALEJANDO & METODIA JAIMES	Owner ID:	213774
Mailing Address:	200 DUSTY LN DALE, TX 78616-3068	% Ownership:	100.0000000000%
		Exemptions:	OTHER, HS

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

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: RODRIGUEZ ALEJANDO & METODIA JAIMES
 % 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
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
WGCU	Gonzales County Underground Water Consv District	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

1	10/23/2015	WD	WARRANTY DEED	ABBOTT BOBBY D	RODRIGUEZ ALEJANDO & METODIA JAIMES				2015-007160
2	10/26/2000	WD/VL	WARRANTY DEED WITH VENDORS LIEN	GRIGGS HERMAN & JULIA	ABBOTT BOBBY D	223,455	192,167	0	
3	12/1/1998	STD	SUBSTITUTE TRUSTEE'S DEED	DE LOS SANTOS MANUEL & ELENA	GRIGGS HERMAN & JULIA	199	488	0	

Tax Due

Property Tax Information as of 03/01/2019

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
2018	Farm to Market Road	\$160,360	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$160,360	\$1212.80	\$1212.80	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$131,360	\$1698.09	\$1698.09	\$0.00	\$0.00	\$0.00	\$0.00
2018	Gonzales County Underground Water Consv District	\$170,360	\$11.24	\$11.24	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$2922.29	\$2922.29	\$0.00	\$0.00	\$0.00	\$0.00
2017	Gonzales County Underground Water Consv District	\$150,950	\$10.26	\$10.26	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$140,950	\$0.14	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$140,950	\$1092.65	\$1092.65	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$111,950	\$1491.58	\$1491.58	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$2594.63	\$2594.63	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$59,980	\$0.06	\$0.06	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$59,980	\$464.97	\$464.97	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$59,980	\$799.15	\$799.15	\$0.00	\$0.00	\$0.00	\$0.00
2016	Gonzales County Underground Water Consv District	\$59,980	\$4.32	\$4.32	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$1268.50	\$1268.50	\$0.00	\$0.00	\$0.00	\$0.00
	RODRIGUEZ ALEJANDO & METODIA JAIMES TOTAL:		\$6785.42	\$6785.42	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$52,540	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$52,540	\$376.92	\$376.92	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$52,540	\$699.05	\$699.05	\$0.00	\$0.00	\$0.00	\$0.00
2015	Gonzales County Underground Water Consv District	\$52,540	\$3.15	\$3.15	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$1079.17	\$1079.17	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$49,180	\$702.83	\$702.83	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$49,180	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$49,180	\$339.59	\$339.59	\$0.00	\$0.00	\$0.00	\$0.00
2014	Gonzales County Underground Water Consv District	\$49,180	\$2.21	\$2.21	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$1044.68	\$1044.68	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$46,460	\$547.99	\$547.99	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$46,460	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$46,460	\$320.85	\$320.85	\$0.00	\$0.00	\$0.00	\$0.00
2013	Gonzales County Underground Water Consv District	\$46,460	\$2.32	\$2.32	\$0.00	\$0.00	\$0.00	\$0.00
	2013 TOTAL:		\$871.21	\$871.21	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$46,010	\$546.04	\$546.04	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$46,010	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$46,010	\$317.79	\$317.79	\$0.00	\$0.00	\$0.00	\$0.00
2012	Gonzales County Underground Water Consv District	\$46,010	\$4.55	\$4.55	\$0.00	\$0.00	\$0.00	\$0.00
	2012 TOTAL:		\$868.43	\$868.43	\$0.00	\$0.00	\$0.00	\$0.00
2011	Gonzales County Underground Water Consv District	\$46,040	\$5.25	\$5.25	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$46,040	\$547.05	\$547.05	\$0.00	\$0.00	\$0.00	\$0.00

General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS

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

Date: October 23, 2015

Grantor: Bobby D. Abbott

Grantor's Mailing Address: 200 Dusty Lane, Dale, TX 78616

Grantee: Alejandro Rodriguez and Metodia Jaimes Rodriguez

Grantee's Mailing Address: 1355 Graef Rd, Kyle, TX 78640

Consideration: Cash and other good and valuable consideration.

Property (Including any improvements):

Tract I: 11.058 acres of land; being out of and a part of the WILLIAM C. SWEARINGEN SURVEY, ABSTRACT NO. 262, Caldwell County, Texas; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes;

Tract II: Non Exclusive Easement Estate for Ingress and egress over a fifty foot (50') wide easement is locally known as Dusty Lane and connects the subject property to Pebblestone Road (CR 90) as set out in Volume 223, Page 192, Deed Records of Caldwell County, Texas; said easement being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing

restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

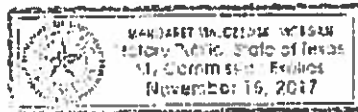
When the context requires, singular nouns and pronouns include the plural.

Bobby D. Abbott
Bobby D. Abbott

State of Texas
County of Travis

This document was acknowledged before me on October 23, 2015 by Bobby D. Abbott.

Margaret M. Mory
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Recorder's Memorandum:

At the time of recordation, this instrument was found to be inadequate for the best photograph reproduction because of illegibility, carbon or photo copy, discolored paper etc. All blackouts, additions, and changes were present at the time instrument was filed and recorded.

THE SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

All of a certain tract or parcel of land situated in Caldwell County, Texas, and being a part of the W. C. Swearingen Survey, Abstract No. 282, and being also a part of a tract of land called 21.06 acres and conveyed to Herman Griggs by deed recorded in Volume 402, Page 460 of the Deed Records of Caldwell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin found in the North corner of the above mentioned Griggs tract and the South line of a tract of land conveyed to Jack Baumell by deed recorded in Volume 11, Page 739 of the Official Records of Caldwell County, Texas for the North corner this tract; **THENCE** with the South and Southeast lines of the above mentioned Baumell tract for the following four (4) courses:

- (1) South 59° 16' 33" East 83.05 feet to a 60d set in a 16" Post Oak found for an angle point;
- (2) South 71° 19' 01" East 209.67 feet to a 60d set in a 20" Post Oak found for an angle point;
- (3) North 74° 44' 48" East 93.04 feet to a fence post found for an angle point;
- (4) North 19° 19' 00" East 52.30 feet to an iron pin set in the Southwest corner of a tract of land designated as Lot 8 and conveyed to Francis McElroy by deed recorded in Volume 170, Page 410 of the said Deed Records for the tract hereafter North corner this tract;

THENCE South 59° 36' 00" East with the Southwest line of the above mentioned McElroy tract 252.26 feet to an iron pin set in the North corner of a tract of land conveyed to Stephen Smith by deed recorded in Volume 302, Page 386 of the said Deed Records for the East corner this tract;

THENCE South 30° 00' 00" West with the Northwest line of the above mentioned Smith tract and the Southeast line of the said Griggs tract 884.25 feet to an iron pin set in the East corner of a tract of land conveyed to Robert Price by deed recorded in Volume 11, Page 739 of the said Official Records for the South corner this tract;

THENCE North 60° 00' 00" West with the Northeast line of the above mentioned Price tract 396.72 feet to an iron pin set in the Northwest line of the said Griggs tract for the West corner this tract;

THENCE North 30° 00' 00" East with the Northwest line of the said Griggs tract 728.45 feet to the **PLACE OF BEGINNING** comprising 11.058 acres of land. As surveyed by Claude F. Hinkle, R.P.L.S. #1612 on May 12, 1995, and revised on January 26, 1996.

AND ALSO, the free and uninterrupted use, liberty, privilege and easement for passing on and along the following described tract of land, to-wit:

BEGINNING at an iron pin found in the West corner of a tract of land conveyed to Robert Price by deed recorded in Volume 11, Page 739 of the Official Records of Caldwell County, Texas, and in the Northeast line of County Road 90 for the South corner this easement;

THENCE North 60° 00' 00" West with the Northeast line of County Road 90 50.00 feet to a point in the Southeast line of a tract of land conveyed to Corrie Sue Tally Koch et al by deed recorded in Volume 486, Page 206 of the said Deed Records for the West corner this easement;

THENCE North 30° 00' 00" East with the Southeast line of the above mentioned Koch tract 1434.06 feet to a point in the Southwest line of a tract of land conveyed to Jack Baumell by deed recorded in Volume 11, Page 739 of the said Official Records for the North corner this tract;

THENCE South 59° 16' 33" East with the Southwest line of the above mentioned Baumell tract 32.00 feet to an iron pin found in the North corner of a 11.058 acre tract carved out of a tract of land this date conveyed to Herman Griggs by deed recorded in Volume 402, Page 460 of the said Deed Records for the East corner this tract;

THENCE South 30° 00' 00" West with the Northwest line of the said 11.058 acre tract at 728.45 feet pass the West corner of the said 11.058 acre tract and the North corner of the above mentioned Price tract and continue with the Northwest line of the said Price tract for a total of 1432.43 feet to the **PLACE OF BEGINNING**.

24. Discussion / Action to consider approval
for the Walton Caldwell Valley
"Lockhart Portion" Development
Standards Agreement. **Cost: None.**
Speaker: Commissioner Theriot / Kasi
Miles. Backup: 35.

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion? *to consider approval for the Walton Caldwell Valley "Lockhart Porton" Development Standards Agreement.*

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Comm. Theriot</u>		
(2)	<u>Kasi Miles</u>		
(3)	_____		
(4)	_____		

4. Backup Materials: No backup materials 35 Total # of pages of backup material

5. 
Signature of Court Member
Exhibit A

3/14/19
Date

March 11, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Caldwell Valley Development Agreement**
BCG Project No. 070004-01-001

Ms. Miles,

Bowman Consulting has completed our review of the revisions submitted for the reference item. The proposed agreement conforms to the comments previously made. We have no further comments on the agreement.

It is our pleasure to be of assistance to the County on this project.

Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting Group, Ltd.

February 15, 2019

Caldwell County Development Services
Attn: Kasi Miles, Director of Sanitation
1700 FM 2720
Lockhart, TX 78644

RE: Walton Caldwell Valley Subdivision Agreement

Ms. Miles,

We are in receipt of the comments provided by Charles Wirtanen with Bowman Consulting on behalf of Caldwell County in regard to the Subdivision Agreement for the Lockhart portion of the Caldwell Valley development. The following provides our responses to the comments as provided:

Comment: Article 1- should be stated that "Development Standards amend current development regulations"

Response: *Revised accordingly.*

Comment: Article III.- TIA required same criteria as current Development Ordinance

Response: *In accordance with Article VI.E.8, a TIA is required at the time of submittal of the first preliminary plat and is required to be updated with each subsequent preliminary plat. The TIA shall also account for full development conditions and not just the individual sections. Please clarify if additional language is required in Article III.*

Comment: Article IV. 1. Consider minimum width for access to public street (perhaps 50 ft.)

Response: *Unclear as to which section this is referring to; however, access utilizing flag lots was previously addressed.*

Comment: Article VI.- add statement that single family lots are restricted to one residence per lot.

Response: *Statement provided in VI.C.14.*

Comment: Article VI.E.- require ties across adjacent ex. right-of-way

Response: *Revised accordingly.*

Comment: Article VI.E.3- County only responsible for maintenance of streets that are dedicated to the public.

Response: *Revised accordingly.*

Comment: Article VII.E.1.v- County only responsible for maintenance of streets that are dedicated to the public.

Response: *Revised accordingly.*

Comment: Article IX.A.2 - Owner shall coordinate with County 911

Response: *Revised accordingly.*

Comment: Article IX.B.7- Owner to perform testing in accordance with County requirements.

Response: *Revised accordingly.*

Comment: Article IX.M- Private streets should be constructed to the same requirements as public streets; including standards, testing and inspection.

Response: *Revised accordingly.*

Attached you will find clean and redlined copies of the revised Subdivision Agreement standards for consideration. If you have any additional comments or need any additional information, please do not hesitate to contact me at (512) 618-7449. We look forward to this item moving forward to Commissioner's Court.

Sincerely,



Thomas K. Rhodes, CCIM
Manager & Broker

**CALDWELL VALLEY LOCKHART PORTION
DEVELOPMENT STANDARDS**

TABLE OF CONTENTS

ARTICLE I	REGULATIONS AND GUIDELINES	Pg. 3
ARTICLE II	DEFINITIONS	Pg. 4
ARTICLE III	GENERAL SUBDIVISION STANDARDS	Pg. 6
ARTICLE IV	EXEMPTIONS	Pg. 7
ARTICLE V	VARIANCES	Pg. 8
ARTICLE VI	REQUIREMENTS FOR PRELIMINARY PLATS	Pg. 10
ARTICLE VII	REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS	Pg. 15
ARTICLE VIII	REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT	Pg. 20
ARTICLE IX	ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS	Pg. 21
ARTICLE X	UTILITIES	Pg. 27
ARTICLE XI	WASTEWATER	Pg. 28
ARTICLE XII	LOT DIMENSIONS	Pg. 29
ARTICLE XIII	LIGHTING & LANDSCAPING	Pg. 30

ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Lockhart Portion Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of these Development Standards is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley Lockhart Portion. Furthermore, these Development Standards amend current development regulations and will regulate the filing for record of Subdivision plats and establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley Lockhart Portion, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of these Development Standards by a court of competent jurisdiction, all other provisions of these Development Standards shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in these Development Standards.

ARTICLE II

DEFINITIONS

Any office referred to in these Development Standards by title means the person employed or appointed the County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in planning and engineering practices. For the purpose of these Development Standards, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under these Development Standards.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the County Judge or his/her designee for enforcement of this Agreement.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency which is designated by FEMA as “floodplain”. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or lot number or symbol on a duly approved subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley Lockhart Portion, into two or more lots or sites for the purpose of sale, financing or building construction, including re-subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Temporary Housing” shall mean an independent, individual building that has been produced in a factory and designed and constructed for transportation to a site located in Caldwell Valley for installation which shall only be used for the municipal utility district creation and confirmation process and as necessary during the course of development.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with these Development Standards;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in these Development Standards;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with these Development Standards. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the "Parks, Trails and Open Space Plan" Caldwell Valley Lockhart Portion.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of these Development Standards.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV
EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of these Development Standards if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than ten (10) acres, (ii) have adequate and approved access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article IV shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. Flag lots shall provide sufficient width to meet driveway spacing standards along the public street frontage or shall utilize joint use access easements and shared driveway facilities to access multiple lots. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. Any division of land, not less than one acre in size, to create lots for initial directors necessary for the creation of the District.
4. If County exempts a parcel from the requirements to plat, County shall verify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer, as applicable, finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of these Development Standards would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of these Development Standards.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance and shall include a statement identifying how the variance request meets the criteria for granting a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.
4. If the variance request complies with the requirements of Section B of this Article V, County Engineer shall approve such variance request within 15 business days after submittal of the variance request.

5. A request for variance to the County Commissioners Court shall be submitted to County Administrator with copy to the County Engineer, no later than thirty (30) business days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is acted upon.
7. Denial of a variance by the County Engineer may be appealed to the County Commissioners Court for consideration. The County Commissioners Court shall act on the variance request within 30 business days after submittal of the appeal.

D. FEES

The fee for each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. public drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley Lockhart Portion shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley Lockhart Portion is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 24"x 36" copies of the Preliminary Plat, ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat and one (1) electronic copy of the Preliminary Plat, or in such other quantity as specified by the County Administrator.
2. All submissions to County pursuant to these Development Standards, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards.

3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family lots and respective acreage within the proposed subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of Owner, and developer or Applicant if not Owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat;
13. name of parent survey and acreages;
14. a note indicating that residential lots shall be restricted to one primary residence per lot; and
15. other applicable information as may be reasonably required by the County Administrator.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than two foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be established by an engineering study provided by an Engineer working on behalf of the Applicant;
4. any Subdivision containing the 100 year Floodplain shall be marked on the plat with the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain;
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality ("TCEQ") in 30 Texas Administrative Code 213.3 "Regulations") and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations; and
8. other applicable information as may be reasonably required by the County Administrator.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision, including ties across existing adjacent rights of way;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the publicly dedicated and accepted roads shall be the responsibility of the County in which the roads are constructed and dedicated;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with these Development Standards;

5. names of all streets;
6. indicate the pavement widths planned for each right of way; and
7. other applicable information as may be reasonably required by the County Administrator.
8. The Parties acknowledge that prior to or concurrent with the submittal of the first preliminary plat application, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated for the arterials and neighborhood collectors as shown on Exhibit "C" the Land Use Plan and shall be based on the full build-out development of the entire Property and not on the individual plat. Each subsequent preliminary plat application shall be accompanied by an updated TIA for the entire subdivision.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.
2. For Temporary Housing, if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;

- ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
- 4. Minor deviations are those items not listed as revisions under Article VI H.3.
- 5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

- 1. The application review and approval period for a Preliminary Plat shall be governed by the County review schedule in effect at the time of application.
- 2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by these Development Standards.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and these Development Standards
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 18" x 24" copies of the Final Plat, three (3) copies of complete construction plans and one (1) electronic copy of the Final Plat and construction plans to the County Administrator, or in such other quantity as specified by the County Administrator.
2. Submissions to County pursuant to these Development Standards shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards .
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated;

description of monument used to mark all boundary, Lot and block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. Dimension(s) of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association;
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre; and
 - ix. other applicable information as may be reasonably required by the County Administrator.
2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
3. Building in the floodway is prohibited.
4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets;
 - v. the County in which the streets are constructed shall be responsible for maintenance of publicly dedicated and accepted roads in accordance with the applicable regulations; and
 - vi. other applicable information as may be reasonably required by the County administrator.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
 - i. three (3) paper copies and one (1) electronic copy of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;

- vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;
 - viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of two (2) foot intervals.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

- 1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.
- 2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.

3. The Applicant shall either:

- i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
- ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.

4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:

- i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
- ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
- iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.

2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by these Development Standards.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
3. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area subject to the modified plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by these Development Standards.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
	Average Daily Trips (ADT)	-	Less than 1,000	1,001 to 2,500	2,501 to 5,000	Greater than 5,001
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ – Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ – Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾

13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'
14	Flag lot width ⁽⁵⁾ – Minimum	-	20'	20'	20'	20'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

- (1) Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.
- (2) Two streets intersecting another street from the same side – does not apply on divided road without median opening.
- (3) The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.
- (4) For instances when a joint use easement is provided for all flag lots in question, a shared driveway is utilized for access to each lot, the minimum width of total adjacent stems is 30 feet and there are no more than 8 adjacent stems.
- (5) For a single lot when no access easement is provided and there are no adjacent stems for additional flag lots.
- (6) The Street Paving Width Minimum will increase 5 feet per bike lane added.
- (7) The Street ROW Width Minimum will increase 5 feet per bike lane added.
- (8) No single-family driveways are permitted on Arterials.

2. All streets shall be named. Owner shall coordinate with County 911 for the naming and addressing of all streets.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.
2. The Applicant shall pay an inspection fee to County to inspect the applicable drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with these Development Standards. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with these Development Standards.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Development Standards; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with these Development Standards, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections, subject to County regular business hours and holidays.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Owner shall perform all testing in accordance with County requirements and said testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18". Drainage structures shall be backfilled in accordance with Caldwell County Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There will not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.
3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Dives (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets (as applicable) in the Subdivision, the design Engineer shall issue a letter to the Entity responsible for maintenance of the applicable infrastructure stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of these Development Standards, the County Commissioners Court may proceed to enforce the guarantees provided for in these Development Standards.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.
2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.

3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets for gated communities to be privately owned and maintained. Private streets should be constructed to the same requirements as public streets including standards, testing and inspection.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth required by applicable codes and ordinances.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI
WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley Lockhart Portion shall be served by a wastewater treatment plant and/or a collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII
LOT DIMENSIONS

**Caldwell Valley Lockhart Portion
Design Standards**

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20	5	10*	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5*	5**
Urban Density Residential***	2,000	25	80	24.0	5	0	5*	5**
Civic	8,000	80	100	na	20	10	15	15

* Minimum 20' where driveway enters from a side street.

**2009 International Fire Code requires a minimum of 5'

***Front Setback shall be 20 feet for Multifamily. Rear setback shall be 20 feet for alley loaded residential

ARTICLE XIII

LIGHTING & LANDSCAPING

A. GENERAL REQUIREMENTS

Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded.

Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions.

25. Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for State Park Acres on State Park Road (FM 20). **Cost: None Speaker: Commissioner Theriot/ Kasi Miles Backup: 14**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?
Approval of a short form plat

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? none

Is a Budget Amendment being proposed? no

3. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)	Commissioner Theriot		
(3)	_____		
(4)	_____		

4. Backup Materials: No backup materials ¹⁴/₁₃ Total # of pages of backup material

5. 

Signature of Court Member

3/18/19

Date

Exhibit A

STATE PARK ACRES

A subdivision of 15.604 acres out of the Andrew Churchill Survey A-66 in Caldwell County, Texas.

LEGAL DESCRIPTION

48 of a certain tract in (part of) land situated in Caldwell County, Texas and being a part of the Andrew Churchill Survey A-66 and being also an all of a tract of land called 15.60 acres and conveyed to Jose Concepcion Carillo Oropeza et al by deed recorded in Instrument #2018-00494 of the said Official Records and being more particularly described as follows:

BEGINNING At a certain point on the East boundary of the said 15.60 acre tract and on the West corner of the above mentioned 15.60 acre tract and at the apparent SW corner of a tract of land called 20.00 acres and assigned to Oliver R. Jiles Jr. by Contract of Sale recorded in Volume 4, Page 129 of the Deed Records of Caldwell County, Texas and in the NE 1/4 of a tract of land called 116 acres and conveyed to Jose et al. by deed recorded in Instrument #1902287 of the said Official Records for the whole corner the tract.

THENCE East and at the said 20 acre tract and with the NW and NE lines of the said 15.60 acre tract to the following two (2) courses:

(1) N 55 degrees 04 minutes 55 seconds E 297.83 feet to a capped iron pin found stamped "TRIV SURVEY" for an exterior corner the tract; (2) S 73 degrees 40 minutes 44 seconds E 239.18 feet to a capped iron pin found stamped "TRIV SURVEY" at the NE corner of the said 15.60 acre tract and the surveyable line of PM 30 for the NE corner the tract.

THENCE with the SE line of the said 15.60 acre tract and the curving ME line of PM #20 bearing to the left having a radius of 994.93 feet and an arc length of 373.09 feet and the chord of which bears S 19 degrees 17 minutes 13 seconds E 370.91 feet to a capped iron pin found stamped "TRIV SURVEY" in the apparent North corner of a tract of land as now owned and occupied by the Maxwell Water Supply Co., Inc. by deed recorded in Volume 30, Page 389 of the Deed Records of Caldwell County, Texas and was described in Volume 2, Page 32 of the said Official Records for a northeast corner the tract.

THENCE with the S 1/2, East and North lines of the said 15.60 acre tract and the North West and South West lines of the Maxwell WSC tract as now owned and occupied for the following three (3) courses:

(1) S 61 degrees 06 minutes 29 seconds W 64.37 feet to a capped "W" iron pin set marked "TRIV SURVEY" in the West corner of the said Maxwell WSC tract for an all corner the tract; (2) S 59 degrees 53 minutes 18 seconds E 74.48 feet to a capped iron pin set marked "TRIV SURVEY" in the South corner of the said Maxwell WSC tract for an all corner the tract; (3) N 57 degrees 05 minutes 33 seconds E 84.45 feet to a capped iron pin found stamped "TRIV SURVEY" in the survey ME line of PM #20 and the East corner of the said Maxwell WSC tract and all exterior corner of the said 15.60 acre tract to an exterior corner the tract.

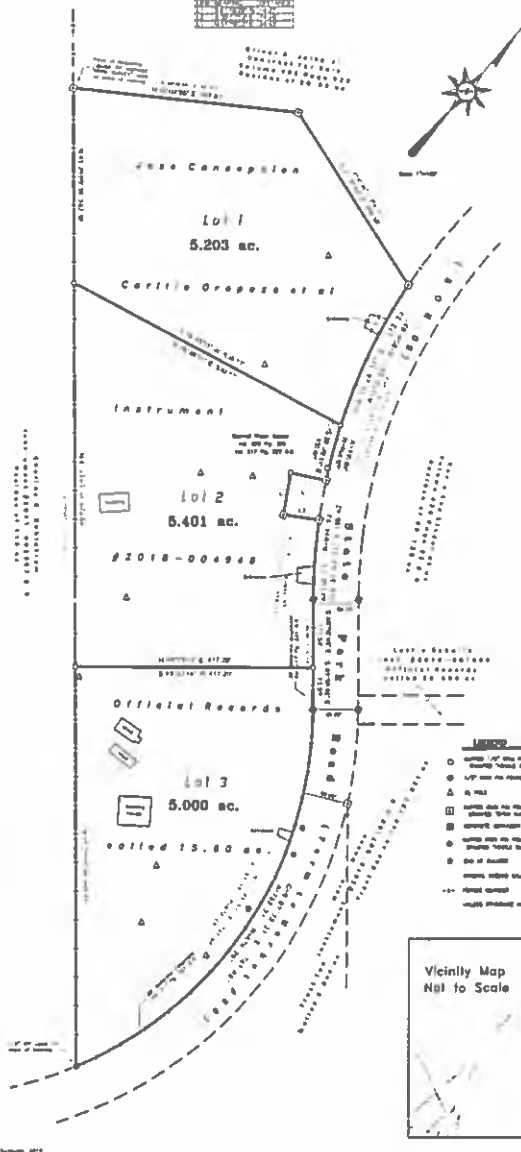
THENCE with the SE line of the said 15.60 acre tract and the NW line of PM #20 for the following three (3) courses:

(1) when a curve starts to the left having a radius of 994.93 feet and an arc length of 138.77 feet and the chord of which bears S 37 degrees 03 minutes 36 seconds E 138.66 feet to a capped highway monument found at the PT of the said curve; (2) S 60 degrees 56 minutes 40 seconds E 192.84 feet to a capped highway monument found in the PT of a curve bearing to the right; (3) with a curve bearing to the right having a radius of 676.30 feet and an arc length of 792.19 feet and the chord of which bears S 07 degrees 33 minutes 37 seconds E 747.58 feet to a "T" iron pin found used to be a corner of bearing in the South corner of the said 15.60 acre tract and the apparent East corner of the above mentioned 116 acre tract for the South corner the tract.

THENCE N 41 degrees 25 minutes 05 seconds W with the SW line of the said 15.60 acre tract and the apparent NE line of the said 116 acre tract 1710.63 feet to the place of beginning containing 15.604 acres of land.

LINE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N 55° 04' 55" E	297.83	1.00
2	S 73° 40' 44" E	239.18	1.00
3	S 19° 17' 13" E	370.91	1.00
4	S 61° 06' 29" W	64.37	0.01
5	S 59° 53' 18" E	74.48	0.01
6	N 57° 05' 33" E	84.45	0.01
7	S 37° 03' 36" E	138.66	0.02
8	S 60° 56' 40" E	192.84	0.04
9	S 07° 33' 37" E	747.58	0.10
10	N 41° 25' 05" W	1710.63	1.00
TOTAL			15.604



STATE OF TEXAS COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat and described in Instrument #2018-00494 of the Official Records of Caldwell County, Texas and designated as STATE PARK ACRES in the Andrew Churchill Survey A-66, Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE _____
 JOSE CONCEPCION CARILLO OROPEZA
 9938 STATE PARK ROAD
 LOCKHART, TEXAS 78644

DATE _____
 DIRA JAMELIN BARAHONA VILLALOBOS
 9938 STATE PARK ROAD
 LOCKHART, TEXAS 78644

DATE _____
 DAVID OROPEZA CARILLO
 14023 GRAYSON ROAD
 WOODBRIDGE, VIRGINIA 22191

DATE _____
 MARIA ELENA BOTU CASTRO
 14023 GRAYSON ROAD
 WOODBRIDGE, VIRGINIA 22191

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on _____ 20____ by JOSE CONCEPCION CARILLO OROPEZA.

Notary Public in and for the State of Texas

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on _____ 20____ by DIRA JAMELIN BARAHONA VILLALOBOS.

Notary Public in and for the State of Texas

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on _____ 20____ by DAVID OROPEZA CARILLO.

Notary Public in and for the State of Texas

STATE OF _____
 COUNTY OF _____
 This instrument was acknowledged before me on _____ 20____ by MARIA ELENA BOTU CASTRO.

Notary Public in and for the State of Texas

STATE OF TEXAS COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and to the best of my knowledge.

not for publication

Jerry L. Hinkle
 Registered Professional
 Land Surveyor #5459

STATE OF TEXAS COUNTY OF CALDWELL

I, Terese Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the ____ day of _____ 20____ to be recorded in the Plat Records of Caldwell County, Texas.

Terese Rodriguez
 Caldwell County Clerk

STATE OF TEXAS COUNTY OF CALDWELL

I, Terese Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office the ____ day of _____ 20____ at _____ o'clock ____ M., and duly recorded on the ____ day of _____ 20____, in the Plat Records of Caldwell County, Texas in Plat Cabinet _____ at 5:00.

Terese Rodriguez
 Caldwell County Clerk

SURVEYORS NOTES

- The data shown on this Plat were obtained by means of a Trimble R1000 GNSS receiver (effective date June 9, 2013). No lot shown hereon has an area of less than 100 square feet.
- This subdivision is located within the boundaries of the Lockhart Independent School District.
- This subdivision is subject to the easements of the Lockhart Independent School District.
- The subdivision is subject to the easements of the Lockhart Independent School District.
- The plat shown does not include the PT of any plat.
- The plat is not responsible for the maintenance of public, private, or drainage easements unless otherwise agreed to by the Commissioners Court.
- In order to prevent any use of easements and preserve the condition of public roads, no driveway constructed on any lot within the subdivision shall be permitted unless a publicly dedicated roadway where a DEDICATED PRIORITY has been issued by the appropriate authority.
- No lot or any subdivision shall be assigned until it is shown on a certified water distribution system or an approved private water well. If water is to be provided to private water users, a copy of the water availability study shall be prepared in accordance with TCU guidelines.
- No lot shall be subdivided 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 to the Texas Commission on Environmental Quality, and the appropriate local authority.
- This plat does comply with Section 11.01 of the Caldwell County Development Ordinance.
- Surveyed by: Hinkle Surveyors & Engineers, Inc., 13000 Highway 101, Lockhart, TX 78644
- RECORDED IN PLAT: Hinkle Surveyors, P.O. Box 1017, Lockhart, TX 78644
- DATE OF PREPARATION: March 2018
- REVISIONS: Jerry L. Hinkle, R.L.S., # 5459, P.O. Box 1017, Lockhart, TX 78644 (512) 796-2800
- Adjacent Boundary: 1 - 104401; 1 - 102900; 1 - 102471; 1 - 111167



HINKLE SURVEYORS
 P.O. Box 1017 • Main Street Lockhart TX 78644
 PH: 512.796.2800 • FAX: 512.796.2800
 www.hinklesurveyors.com • Email: hinkle@hinklesurveyors.com

March 13, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **State Park Acres Short Form Plat**
BCG Project No. 070004-79-001

Ms. Miles,

Bowman Consulting has completed our review of the Short Form Plat application for State Park Acres subdivision, a subdivision of three lots totaling 15.604 acres of land; with Lot 1 being 5.203 acres, Lot 2 being 5.401 acres, and Lot 3 being 5.000 acres. All three lots have adequate frontage on FM 20 (a.k.a. State Park Rd.). The subdivision is out of the Andrew Churchill Survey A-66 in Caldwell County, Texas.

The plat appears to be in general conformance with the rules and regulations of Caldwell County; and we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting Group, Ltd.

JOSE C CARRILLO OROPEZA
5932 STATE PARK RD
LOCKHART TX 78644

410

ISS 137 19
002

01-28-19

Date ID# E# SECTION

Pay to the Order of Caldwell County, TX

\$ 1,050.00

One thousand fifty ⁰⁰/₁₀₀

Dollars



PERIOD
SAFE
20000 10
PUB. USE



Sage Capital Bank

Financial Wisdom. Texas Roots.

www.SageCapitalBank.com

sub. App.

For 9910 State Park Road

[Signature]

AP

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART TEXAS 78644
(512) 398 1803

6811

DATE 3-18-19

RECEIVED FROM

Jose Carrillo

\$ 1,050.⁰⁰

One thousand fifty dollars + ⁰⁰/₁₀₀

DOLLARS

FOR

Short farm Plat - State Park Acres

Thank You

AMOUNT OF ACCOUNT		
THIS PAYMENT	1,050.00	
BALANCE DUE	-0-	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY

Kasi L. Miles



November 13, 2018

Jose Carillo
5932 State Park Rd.
Lockhart, TX 78644

Re: Service Availability – 9910 State Park Rd.– Caldwell County, TX

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

Should you have any questions or need additional information, please give me a call at 979-542-8518.

Sincerely,

Shawn Ely

Shawn Ely, PMP
Electric Distribution Design Supervisor



Fax (512) 357-0152
PO Box 158 Maxwell, TX 78656
www.maxwellwsc.com

To Whom It May Concern,

The 15.60 acre property on Hwy 20 Near Standpipe already has existing water service. The water meter serial number providing the water service is 65644140.

Thank You,

Chelsea Butler
MWSC Billing Specialist
512-357-6253
billing@maxwellwsc.com

Your driveway permit application 19-40224 has been approved



Diana Schulze <diana.schulze@txdot.gov>

1/18/2019 5:52 PM



To josecc1@comcast.net Copy Ivan Baker

3 attachments View Download

Dear Applicant,

Your requested driveway access permit has been accepted and approved. Attached is the signed permit. Please keep this for your record.

If the land usage for your property ever changes, you may need to reapply for a new permit for any modification needed to the driveway to accommodate the land use change.

If you have any questions, please feel free to contact the Austin District Maintenance Office at (512) 832-7071.

Director of Operations – Austin District
Mike Arellano, P.E

A Texas Department of Transportation (TxDOT) message



[https://www.txdot.gov/inside-txdot/media-](https://www.txdot.gov/inside-txdot/media-center/featured.html)

[center/featured.html](https://www.txdot.gov/inside-txdot/media-center/featured.html)

Your driveway permit application 19-4022⁵~~A~~ has been approved

Diana Schulze <diana.schulze@txdot.gov>
To josecc1@comcast.net Copy Ivan Baker

1/18/2019 5:52 PM

▶ 3 attachments View Download


Dear Applicant,

Your requested driveway access permit has been accepted and approved. Attached is the signed permit. Please keep this for your record.

If the land usage for your property ever changes, you may need to reapply for a new permit for any modification needed to the driveway to accommodate the land use change.

If you have any questions, please feel free to contact the Austin District Maintenance Office at (512) 832-7071.

Director of Operations – Austin District
Mike Arellano, P.E

 A Texas Department of Transportation (TxDOT) message (<https://www.txdot.gov/inside-txdot/media-center/featured.html>)

The undersigned hereby acknowledge that this survey has been reviewed and approved

DATE 7-5-12

CDN 2018-00005
 HUGO, ALONSO, S TO
 LANCE MADOLE, ET AL
 NOVEMBER 21, 2016 (24718 ACRES)

- 2. SURVEY NOTES**
1. FENCE NUMBER.
 2. BEARING, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
 3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48050C0300E, DATED JUNE 19, 2012, THIS TRACT LIES WITHIN ZONE 1. (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN).
 4. THIS SURVEY PLAN WAS PREPARED IN CONNECTION WITH A LAND DESCRIPTION DATED FEBRUARY 12, 2018 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
 5. THIS SURVEY WAS DONE IN CONNECTION WITH TITLE COMMITMENT #F NO. 1808082, DATED JULY 27, 2018 PROVIDED BY STEWART TITLE GUARANTY COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR REVENUE PURPOSES IN TITLE OR EASEMENT. THEREFORE CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREIN.
 6. THIS SURVEYOR HAS REVIEWED THE DEED RECORDS OF THE CALDWELL COUNTY DEED RECORDS.
 - 10(a) A BLANKET-TYPE WATER LINE EASEMENT TO MARVELL WATER SUPPLY CORPORATION RECORDED IN VOLUME 392, PAGE 167 OF THE CALDWELL COUNTY DEED RECORDS AFFECTS SUBJECT PROPERTY BUT CONTAINS NO MUTABLE INFORMATION.
 - 10(b) A 30" ROW EASEMENT RECORDED IN VOLUME 39A, PAGE 33 OF THE CALDWELL COUNTY DEED RECORDS, DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT PLOTTED HEREON.
 - 10(c) A 20" WATER LINE EASEMENT RECORDED IN VOLUME 217, PAGE 303 OF THE CALDWELL COUNTY DEED RECORDS AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
 - 10(d) A 20" WATER LINE EASEMENT RECORDED IN VOLUME 217, PAGE 321 OF THE CALDWELL COUNTY DEED RECORDS AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.

REMAINING PORTION OF:
 CDN 2017-002187
 CHARLES H. DANFLOTH, EXECUTOR TO
 CHARLES H. DANFLOTH
 MAY 4, 2017 (118 ACRES)

LEGEND

- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH ALLEGIBLE PLASTIC CAP
- TYPED CONCRETE MONUMENT FOUND
- ▲ FENCE POST
- FENCE
- PIPE FENCE
- UTILITY LINE, POLE AND GUT
- WATER METER
- WATER VALVE
- IRON

VETERAN'S LAND BOARD OF THE STATE OF TEXAS TO
 CLAYTON B. JELKS, JR.
 AUGUST 6, 1963 (20.0 ACRES)

CONTRACT FOR SALE
 VETERAN'S LAND BOARD OF THE STATE OF TEXAS TO
 CLAYTON B. JELKS, JR.
 MAY 23, 1978 (20.00 ACRES)

JAMES P. SMITH TO
 JAMES CLUTH EDWARDS
 OCTOBER 21, 1888 (2.0 ACRES)

A.H. SMITH ET AL TO
 THE STATE OF TEXAS
 SEPTEMBER 17, 1946 (0.58 ACRES)

U.S. RANSEL, ET AL TO
 SLENER JELKS, JR.
 MAY 4, 1978 (12.500 ACRES)

RAD=994.23'
 DELTA=21°59'08"
 ARC L=173.09'
 CHD BRG=3°18'17"27" E
 CHD L=1370.91'

R=1000.00'
 DELTA=7°56'29"
 ARC L=138.77'
 CHD BRG=8°17'03"35" E
 CHD L=138.88'

RAD=678.20'
 DELTA=67°07'26"
 ARC L=679.21'
 CHD BRG=3°07'33"37" E (CHD BRG=4°09'45"48" W)
 CHD L=747.88'

LINE	BEARING	DISTANCE
1	S 89° 00' 20" W	84.27'
2	S 70° 51' 00" E	74.48'
3	S 4° 07' 17" E	84.45'

- MARY KERE JELKS TO MARVELL WATER SUPPLY CORPORATION AUGUST 13, 1999 (20" WATER LINE EASEMENT)
- MARVELL WATER SUPPLY CORPORATION TO MARY KERE JELKS AUGUST 13, 1999 (0.048 ACRES)
- MARY KERE JELKS TO MARVELL WATER SUPPLY CORPORATION AUGUST 13, 1999 (0.048 ACRES)
- REMAINING PORTION OF U.S. RANSEL, ET AL TO MARVELL WATER SUPPLY CORPORATION TO DECEMBER 12, 1977 (0.257 ACRES)

TO HORNERS MADEH AND STEWART TITLE GUARANTY COMPANY EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY.

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAN IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON FEBRUARY 12, 2018. THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, BOUNDARY LINE CONFLICTS, EASEMENTS, ENCROACHMENTS, OR OVERLAPPING OR IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

A.H. SMITH, P.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
 SURVEYING
 P.O. BOX 1423 SAN MARCOS, TEXAS 78667
 PHONE 512-384-2270 FAX 512-382-2849
 FIRM NO. 10070000

PLAT OF 15.60 ACRES, MORE OR LESS, IN THE ANDREW CHURCHILL SURVEY, A-66, CALDWELL COUNTY, TEXAS

CLIENT: HADEN, HORNERS
 DATE: FEBRUARY 12, 2018
 OFFICE: HADEN
 DREW: HADEN
 P&P: 784/7
 PLAT NO: 27493-18-1-4



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

Warranty Deed with Vendor's Lien

Date: September 5, 2018

Grantor: Linda M. Haden and Hopkins H. Haden, IV, a married couple

Grantor's Mailing Address:

Linda M. Haden and Hopkins H. Haden, IV
4838 FM 2001
Lockhart, TX 78644

*our
trust*

Grantee: Jose Concepcion Carrillo Oropeza and Dina Jakelin Barahona Villalobos, a married couple; and David Oropeza Carrillo and Maria Elena Soto Castro, a married couple

Grantee's Mailing Address:

José Concepcion Carrillo Oropeza and Dina Jakelin Barahona Villalobos
5938 State Park Road
Lockhart, TX 78644

David Oropeza Carrillo and Maria Elena Soto Castro
14035 Grayson Rd.
Woodbridge, VA 22191

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Sage Capital Bank in the principal amount of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Sage Capital Bank and by a first-lien deed of trust of even date from Grantee to J. M. Rankin, III, Trustee.

Property (including any improvements):

BEING 15.60 acres, more or less, in the Andrew Churchill Survey, A-66, Caldwell County, Texas, and described by the metes and bounds in Exhibit "A", attached hereto and made a part hereof.

Reservations from Conveyance: None

*R-10228 - Maxwell Water Supply
392/399*

Exceptions to Conveyance and Warranty:

1. Right-of-Way to Maxwell Water Supply Corporation dated December 2, 1977, recorded in Volume 392 at Page 397 of the Deed Records of Caldwell County, Texas.
2. Easement to Maxwell Water Supply Corporation dated September 13, 1999, recorded in Volume 217 at Page 505 of the Official Public Records of Caldwell County, Texas.
3. Easement to Maxwell Water Supply Corporation dated August 13, 1999, recorded in Volume 217 at Page 521 of the Official Public Records of Caldwell County, Texas.
4. Rights and claims, if any, of the adjacent property owner(s) in and to that part of the land lying between the outset fence and the boundary line as shown on the surveyor's plat dated February 12, 2018, prepared by Kyle Smith, RPLS# 5307, with Byrn and Associates, Inc.
5. Rights and claims, if any, of the adjacent property owner(s) in and to that part of the land lying between the inset fence and the boundary line as shown on the surveyor's plat dated February 12, 2018, prepared by Kyle Smith, RPLS# 5307, with Byrn and Associates, Inc.
6. Overhead electric lines as shown on the surveyor's plat dated February 12, 2018 prepared by Kyle Smith, RPLS# 5307, with Byrn and Associates, Inc.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

Sage Capital Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Sage Capital Bank and are transferred to Sage Capital Bank without recourse against Grantor.

DESCRIPTION OF 15.60 ACRES, MORE OR LESS, OF LAND AREA IN THE ANDREW CHURCHILL SURVEY, ABSTRACT NO. 66, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 20.00 ACRES IN A DEED FROM VETERANS LAND BOARD OF THE STATE OF TEXAS TO OLIVIER R. JELKS, JR., DATED AUGUST 8, 1983 AND RECORDED IN VOLUME 463, PAGE 529 OF THE CALDWELL COUNTY DEED RECORDS, A PORTION OF THAT TRACT DESCRIBED AS 12.509 ACRES IN A DEED FROM W.B. RAMSEL, ET AL TO OLIVIER JELKS, JR., DATED MAY 6, 1978 AND RECORDED IN VOLUME 396, PAGE 39 OF THE CALDWELL COUNTY DEED RECORDS, AND ALL THAT TRACT DESCRIBED AS 0.040 OF AN ACRE IN A DEED FROM MAXWELL WATER SUPPLY CORPORATION TO MARY KIEKE JELKS, DATED AUGUST 13, 1999 AND RECORDED IN VOLUME 217, PAGE 511 OF THE CALDWELL COUNTY OFFICIAL RECORDS (THE JELKS 0.040 OF AN ACRE TRACT BEING A PORTION OF THE JELKS 12.509 ACRE TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest line of State Highway Number 20 for the common southwest corner of that tract described as 1.47 acres in a deed from Lizzie Smith to The State of Texas, dated January 11, 1950 and recorded in Volume 234, Page 442 of the Caldwell County Deed Records, the north corner of that tract described as 0.57 of an acre in a deed from B.B. Smith, et ux to The State of Texas, dated August 27, 1949 and recorded in Volume 233, Page 612 of the Caldwell County Deed Records, the east corner of the remaining portion of that tract described as 116 acres in a deed from Charles H. Dahlstrom, Executor to Charles H. Dahlstrom, dated May 4, 2017 and recorded in Caldwell County document number 2017-002397 of the Caldwell County Official Records and the south corner of the Jelks 12.509 acre tract, from which a concrete highway monument bears S 37° 10' 10" W 263.07 feet;

THENCE leaving State Highway Number 20, and the two State of Texas 1.47 tracts and PLACE OF BEGINNING as shown on that plat numbered 27493-18-1-c, dated February 12, 2018 as prepared for Hopkins Haden by Bym & Associates, Inc. of San Marcos, Texas, with the common northeast line of the Dahlstrom tract and the southwest line of the Jelks 12.509 acre tract and its extension, along and near a fence, N 41° 25' 05" W 1710.63 feet to a 1/2" iron rod set in the common southwest line of the Jelks 20.00 acre tract and the northeast line of the Dahlstrom tract, from which a 1/2" iron rod found in the southwest line of the Jelks 20.00 acre tract and for the north corner of the remaining portion of Dahlstrom tract and the east corner of that tract described as 24.738 acre in a deed from Miguel Alonzo III to Carol Vasquez, et vir dated November 21, 2016 and recorded in Caldwell County document number 2016-006054 of the Caldwell County Official Records N 41° 25' 05" W 753.09 feet;

THENCE leaving the Dahlstrom tract and crossing the Jelks 20 acre tract the following two courses:

1. N 55° 04' 55" E 397.83 feet to a 1/2" iron rod set, and
2. S 73° 40' 44" E 359.16 feet to a 1/2" iron rod set in the common northwest line of State Highway Number 20 and the east line of the Jelks 12.509 acre tract, passing at 321.64 the north line of the Jelks 12.509 acre tract, from which a 1/2" iron rod found for the southeast corner of the Jelks 20.00 acre tract bears N 01° 54' 26" E 326.89 feet;

THENCE with said common line, with a left-breaking curve having the following characteristics: central angle = 21° 29' 03", radius = 994.93 feet, arc length = 373.09 feet and a chord which bears S 18° 17' 27" E 370.91 feet to a 1/2" iron rod set for the common northeast corner of the remaining portion of that tract described as 0.057 acres in a deed from W.B. Ramsel, et al to Maxwell Water Supply Corporation dated December 12, 1977 and recorded in Volume 392, Page 399 of the Caldwell County Deed Records and the southeast corner of the previously mentioned Jelks 0.040 of an acre tract;

EXHIBIT "A"

Page 1 of 2

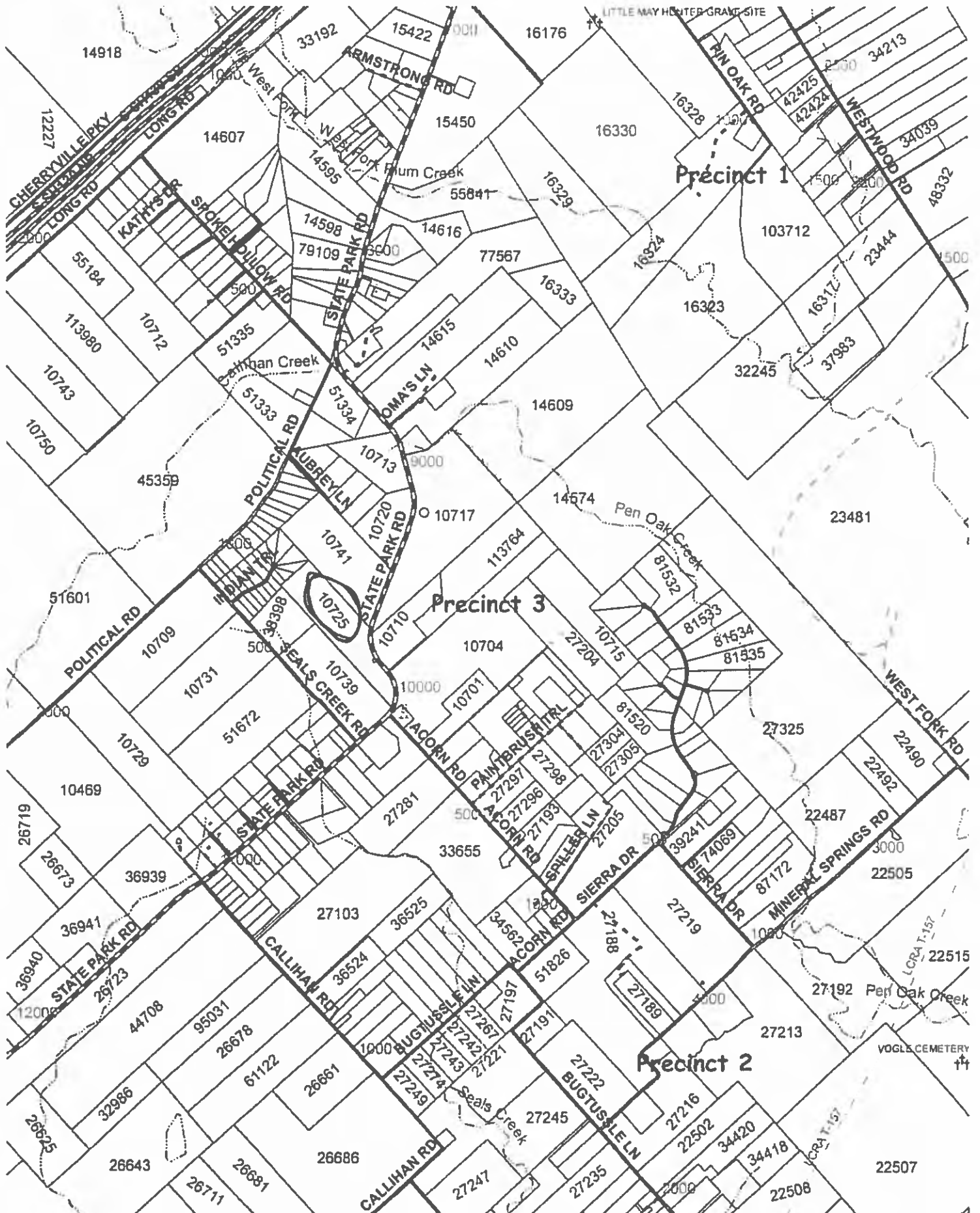
THENCE leaving State Highway Number 20, with the south line of the 0.040 of an acre tract and its extension S 61° 06' 29" W 64.27 feet to a 1/2" iron rod found with an illegible plastic cap for the northwest corner of that tract described as 0.095 acres in a deed from Mary Kieka Jelis to Maxwell Water Supply Corporation dated August 13, 1999 and recorded in Volume 217, Page 527 of the Caldwell County Official Records;

THENCE with the common southwest and southeast line of the Maxwell Water Supply Corporation 0.095 acre tract the following two courses:

1. S 36° 53' 59" E 74.48 feet to a 1/2" iron rod found with an illegible plastic cap, and
2. N 57° 05' 32" E 64.45 feet to a 1/2" iron rod set in the common west line of State Highway Number 20 and the east line of the Jelis 12.509 acre tract for the southeast corner of the Maxwell Water Supply Corporation 0.095 acre tract;

THENCE with said common line the following three courses:

1. with a left-breaking curve having the following characteristics: central angle = 7° 59' 25", radius = 594.93 feet, arc length = 138.77 feet and a chord which bears S 37° 03' 35" E 138.66 feet to a concrete highway monument found,
2. S 40° 56' 11" E 192.82 feet to a concrete highway monument found, and
3. with a right-breaking curve having the following characteristics: central angle = 67° 07' 26", radius = 676.20 feet, arc length = 792.19 feet and a chord which bears S 07° 33' 37" E 747.66 feet to the PLACE OF BEGINNING;



Joe Car. 110
 703-629-1831

26. Discussion/Action to determine whether to reimburse property taxes for Fashion Glass and Mirror in the full amount of \$14,689.13 or proration based on jobs created at \$12,191.98. **Cost: \$14,689.13; Speaker: Judge Haden: Backup: 4**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

to determine whether to reimburse full amount of \$14,689.13 or proration based on jobs created at \$12,191.98

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

3. Agenda Speakers:

Name	Representing	Title
(1) Judge Haden		
(2)		
(3)		
(4)		

4. Backup Materials: No backup materials 4 Total # of pages of backup material

5. 

Signature of Court Member

3/21/19

Date

Exhibit A



Fashion Glass & Mirror

Austin • Dallas • Fort Worth • Houston • San Antonio

February 28, 2019

Caldwell County Texas
Attn: Honorable Hoppy Haden
110 S Main Street
Lockhart, TX 78644

Honorable Judge,

The purpose of this letter is to provide confirmation regarding our obligations under the Chapter 381 Economic Development Incentive Agreement, dated June 23, 2014 between Caldwell County, Texas and Fashion Glass and Mirror, LLC.

Section 3.01 of the agreement requires we have various levels of employment at the end of each year as listed in Exhibit A of the agreement. Our requirement for calendar year 2018 according to Exhibit A of the agreement was to have 84 jobs. Fashion Glass & Mirror as of December 31, 2018 had 70 employees. Additionally, the average gross pay for these jobs was \$43,045. Attached is a listing of our employees and the average wage calculation.

Currently, we are below the job level listed in Exhibit A. However, we have been focused on a more efficient work force and increasing our average pay per employee. The average pay increased 6% over 2017. Our required minimum pay level per the agreement is \$30,000. Therefore, despite the shortfall in employee count in 2018, our total payroll dollars for 2018 is almost \$500,000 over the calculated number of jobs at \$30,000 each.

As of the end December 31, 2018, Fashion Glass and Mirror, LLC, excluding employee count, was in full compliance with our obligations under the agreement.

Please feel free to reach out to me at (972)223-8936 should you have questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Cory Hoffman'.

Cory Hoffman, CPA
Chief Financial Officer



Fashion Glass & Mirror

Austin • Dallas • Fort Worth • Houston • San Antonio

February 28, 2019

Caldwell County Texas
Attn: Honorable Hoppy Haden
110 S Main Street
Lockhart, TX 78644

Honorable Judge,

The purpose of this letter is to provide a reconciliation of the amount of incentive funds which are currently outstanding to Fashion Glass and Mirror, LLC, as of December 31, 2018. I have attached copies of tax receipts with calculations of amounts due.

When you have a chance, please review the attached schedule. I show that Caldwell County under our agreement owes \$14,689.13 for the property taxes of 2018.

If you could review and process a check by the end of March, it would be great.

Please feel free to reach out to me at (972)223-8936 should you have questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Cory Hoffman', written over a faint, illegible printed name.

Cory Hoffman, CPA
Chief Financial Officer

**Fashion Glass & Mirror
 Calculation of Outstanding Incentive Due
 Lockhart**

Period Ending	City Of Lockhart		Lockhart EDC	Caldwell County	Totals
	Sales Tax	Property Tax	Sales Tax	Property Tax	
12/31/2015		1,460.80		1,429.13	2,889.93
12/31/2016		9,194.00		9,719.34	18,913.34
12/31/2017	1,277.69	9,582.36	638.85	10,231.74	21,730.64
12/31/2018	1,658.02	13,466.94	829.01	14,689.13	30,643.10
Cummulative Totals	2,935.71	33,704.10	1,467.86	36,069.34	74,177.01
Payments Received	1,277.69	20,237.16	638.85	21,380.21	43,533.91
Amount Due	1,658.02	13,466.94	829.01	14,689.13	30,643.10

**** For each of the Calendar Years above, amount above represents 50% amount due Fashion Glass.****

28. EXECUTIVE SESSION pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of Executive Assistant-County Judge- Esmeralda Chan. Possible action may follow in open court.**Cost: None; Speaker: Judge Haden: Backup: None**

27. Discussion/Action to execute a Professional Services Agreement with EWEAC for consulting purposes including but not limited to economic development opportunities and infrastructure relating to public safety for a term commencing on 3/25/2019 and continue in effect until 12/31/2020. **Cost: TBD; Speaker: Judge Haden; Backup: 8**

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 p.m. 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.

1. What do you want to accomplish?

Discussion & Action. What is the proposed motion?

to execute a Professional Services Agreement with EWEAC for consulting purposes including but not limited to economic development opportunities and infrastructure relating to public safety for a term commencing on 3/25/2019 and continue until 12/31/2020

Consent or Discussion Only

Executive Session. What is to be discussed?

2. Costs:

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

3. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)			
(3)			
(4)			

4. Backup Materials: No backup materials ⁸ Total # of pages of backup material

5. 

Signature of Court Member

3/21/19

Date

Exhibit A

Professional Service Agreement

This Agreement is made by and between EWEAC with offices at 701 Mountain Crest Dr., Wimberley, TX 78676 ("Consultant"), and Caldwell County with offices at 110 S Main Lockhart, Tx 78644("Client").

Whereas, Client wishes to engage Consultant to provide advisory and other services for Client and Consultant wishes to accept such engagement, all on the terms and set forth herein.

Now therefore, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement.** Client hereby engages Consultant to furnish consulting services and advice as specifically requested by client and as set forth in Appendix A, Statement of Work.
2. **Effective Date and Term of Agreement.** The term for this Agreement shall commence on 03/25/2019 and continue in effect until 12/31/2020. Notwithstanding the foregoing, this Agreement may be terminated prior to the end of the term by either Consultant or Client, for any reason or for no reason, upon thirty (30) days written notice to the other party.
3. **Compensation.** In exchange for its commitment to provide services to Client hereunder, Client shall pay Consultant a fee as set forth in appendix B to be paid at the beginning of each month within fifteen (15) days of receipt of invoice.
4. **Expenses.** Client shall pay or reimburse Consultant for all out of pocket expenses reasonably incurred by Consultant in connection with the performance of series for Client, including without limitation travel outside of the Austin-San Marcos, TX area which is approved in advance by Client. All such expenses will be billed at cost. Receipts or vouchers will be provided to Client upon request for all reimbursable expenses submitted by Consultant to support the expense. The Consultant will use the standard mileage business rate pursuant to Internal Revenue Service, IR – 2013-95, for computing Consultant's reimbursement amounts when Consultant operates his or her vehicle for the Client's business purposes. All expenses shall be payable within thirty (30) days after delivery of the invoice to the Caldwell County Auditor's Office.

5. **Consultant an Independent Contractor.** Consultant will furnish Consultant's services as an independent contractor and not as an employee of Client in any manner. Consultant is not entitled to any medical coverage, life insurance, participation in benefits afforded Client's employees.
6. **Confidentiality.** In the course of providing services for Client, each of Client and Consultant may learn or discover information that is identified by the other as non-public, proprietary information. Each of Client and Consultant agrees that, during the term of engagement and thereafter, it will not, directly or indirectly, disclose or use any such information of the other party ("Confidential Information") without the consent of such party. Confidential Information shall not include: information which is currently in the public domain or hereafter enters the public domain without the fault or involvement of the receiving party; information known to the receiving party prior to its disclosure by other party and information disclosed to a receiving party from a source (other than the other party) having a lawful right to make such disclosure to the receiving party, or information required to be disclosed under any court order or governmental directive.
7. **Summons/Subpoenas.** In the event that Consultant or any party acting on behalf of Consultant (Consultant and any such person being a "Subpoenaed Party") receives a subpoena or summons requesting that the Subpoena Party produce documents or records containing Confidential information of Client or otherwise pertaining to the services rendered hereunder or testify concerning such Confidential Information of Client or the services, the Subpoenaed Party will immediately notify Client. Client may, within the time permitted for the Subpoenaed Party to respond to any such requests, initiate such legal action seeking a protective order or other relief as Client deems appropriate to protect information from disclosure. If Client takes no action within the time permitted for the Subpoenaed Party to respond or if Client's actions do not result in a judicial order preventing the Subpoenaed Party from supplying or disclosing the requested information or testifying, the Subpoenaed Party may comply with the request. Client agrees to reimburse and pay the Subpoenaed Party for all costs and expenses incurred by the Subpoenaed Party or all costs and expenses incurred by the Subpoenaed Party (or such person) in connection with any such summons or subpoenas concerning Client, including reasonable attorney's fees and time spent by the Subpoenaed Party's personnel, billed at their regular rate.
8. **Acknowledgements and Limitations.** (a) In no event shall any party hereto have any liability for special, incidental, consequential (including loss of profits or business opportunity) or punitive damages to any other party and any claims therefor are hereby expressly waived by each party, whether based on contract, tort or otherwise. (b) Except with respect to liability for its fraud willful misconduct, claims of infringement

based on intellectual property utilized by Consultant in the performance of the services or breach of its obligations with respect to Confidential Information, the maximum liability of Consultant to Client or any party claiming through Client as a result of or arising out of the services hereunder shall not exceed the aggregate amount of fees paid to Consultant hereunder during the preceding 12 month period. (c) Consultant performs services to other clients who may have, directly or indirectly, common, similar or competing interests to those of Client. Subject to its obligations regarding Confidential Information, nothing herein shall be construed or interpreted to limit or restrict in any way the nature or type of services which may, during the term of this Agreement or thereafter, be performed or undertaken by Consultant.

9. **Termination of Agreement by Notice.** Either party may terminate this Agreement upon thirty (30) days' notice by registered or certified mail, return receipt requested, addressed to the other party at the addresses listed above. Upon termination, Client shall pay Consultant all amounts accrued pursuant to his Agreement through the date of termination within thirty (30) days following receipt of a final statement from Consultant, which final statement will be delivered to Client no later than sixty (60) days after the date of termination. Consultant will deliver to Client all materials belonging to Client within thirty (30) days after termination of this Agreement; any work product created by Consultant belonging to Client will be delivered to Client within fifteen (15) days after payment of Consultant's final invoice.

10. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which Client may be merged or which may succeed to its assets or business, provided, however, that the obligations of Consultant are personal and shall not be assigned by Consultant.

11. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both Client and Consultant.

12. **Separability and Waiver.** If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances or the applications thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver or consent regarding any term, provision, or condition of this Agreement given by either party shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Texas, without giving effect to principles of conflict of law. Any claim hereunder shall be brought in any court of competent jurisdiction in Hays County, Texas. The parties hereby consent and agree that the jurisdiction and venue of the courts of Travis County will be the exclusive jurisdiction for any claim or cause of action arising under this Agreement, and the parties expressly waive any and all rights they may have or which may thereafter arise to contest the propriety of jurisdiction and venue. The parties hereby consent to the personal jurisdiction of such courts and waive any argument that venue in any such forum is not convenient.
15. **Waiver of Right to Jury Trial. CLIENT AND CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER.**

16. **Notices.** Any notice or communication required to be given by either party to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or by confirmed facsimile transmission to the addresses indicated below or such other address as either party may specify to the other in writing.

For Consultant, EWEAC
Will Conley

Will Conley, President

For Client,

Appendix A

STATEMENT OF WORK

Advise client on economic development opportunities, infrastructure in relation to public safety, and general services related to Caldwell County.

Advise client on latest news and happenings throughout their area of interest

Advise client on plans, regulations, and political environment of different areas of interest

Assist client with any forms of conflicts or public forms in area of interest of client

Assist client with building relations in area of interest

Assist in program management and project development at the direction of the Commissioner Court.

Appendix B

COMPENSATION SCHEDULE

The not – to – be exceeded amount for these services will be the monthly sum of \$5,000. Unless written approval of Client is requested for additional hourly services for the specific month.

The basis of compensation for the services of principles and employees engaged in the performance of the work shall be the hourly rates set forth.

Principal hourly rate = \$175.00

Administrative / Tech support = \$95.00

Client shall pay or reimburse Consultant for all out pocket expenses reasonably incurred by Consultant in connection with performance of services for Client, including without limitation, travel outside of the Austin-San Marcos, TX area which is approved in advance by Client. All such expenses will be billed at cost. Receipts or vouchers will be provided to Client upon request for all reimbursable expenses submitted by Consultant to support the expense. The Consultant will use the standard mileage business rate pursuant to Internal Revenue Service, IR-2013-95, for computing Consultant's reimbursement amounts when Consultant operates his or her motor vehicle for the Client's business purposes. All expenses shall be payable within thirty (30) days after delivery of the invoice.

Please make checks payable to EWEAC

Consulting Agreement with EWEAC

29. EXECUTIVE SESSION pursuant to Sections 551.071 and 551.074 of the Texas Government Code:consultation with counsel and deliberation regarding duties of Caldwell County Commissioner Pct. 2 – Barbara Shelton.Possible action may follow in open court. **Cost: None; Speaker:Judge Haden; Backup: None.**

30. 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 obligation 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