

**COMMISSIONERS COURT  
AGENDA**

**AUGUST 13, 2018**

Commissioners Court – August 13, 2018

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 13th day of August, 2018 at 9:00 A.M. in the 2<sup>nd</sup> 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 \$ 325,043.76.
2. Ratify re-occurring County payments in the amount of:
  - A. \$ 290,492.82 (Payroll for 07/16/2018 - 07/31/2018)
  - B. \$ 86,218.82 (Payroll for 07/16/2018 – 07/31/2018)
  - C. \$ 163,256.22 (Department of Motor Vehicle Fees)
  - D. \$ 380,230.90 (Texas Motor Vehicle Sales/Use Tax and Surcharge)
  - E. \$ 17,365.50 (Texas Motor Vehicle Registration Surcharge/Title Application Fees)
  - F. \$ 1,398.65 Texas Boat and Boat Motor Sales and Use Tax Report)

FILED this 9<sup>th</sup> day of Aug. 2018  
3:05 P.M.  
CAROL HOLCOMB  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
By Katrina Reema Deputy

3. **Approve payment and accept Renewal of Surety Bond # 63317145 for County Auditor, Barbara Gonzales for a term of one year beginning on August 16, 2018.**
4. **Accept the Notice of Public Hearing to consider the proposed 2018 Appraisal District Budget from the Caldwell County Appraisal District.**
5. **Approve Budget Amendment #23 to approve decreasing budget line item 002-1101-4630 / Seal Coating in the amount of \$10,000 and increasing budget line item 002-1101-5310 / Machinery and Equipment in the amount of \$10,000 netting a \$0 cost to Unit Road.**

#### **REPORTS**

**Lori Rangel, County Treasurer:**

**Quarterly Investment Report for Quarter Ending 03/31/2018**

**Quarterly Investment Report for Quarter Ending 06/30/2018**

#### **SPECIAL PRESENTATION**

**Elsie Lacey - 4-H Interpretation**

**Graham Moore - Alliance Regional Water Authority**

#### **AGENDA ACTION ITEMS**

6. **Discussion/Action regarding the burn ban. Cost: None; Speaker: Judge Schawe / Carine Chalfoun; Backup: None.**
7. **Discussion/Action consideration and approval of an order authorizing the issuance of "Caldwell County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018"; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the county and further securing said certificates by a lien on and pledge of the pledged revenues derived from the operation of the County Jail; providing the terms and conditions of said certificates and resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and an Official Bid Form; complying with the requirements imposed by the letter of representations on file with the depository trust company; authorizing the execution of any necessary engagement agreements with the County's financial advisors and/or bond counsel; and providing for an effective date. Cost: TBD; Speaker: Judge Schawe; Backup: 49; additional backup will be provided during court, Exhibits A-C.**
8. **Discussion/Action regarding the structure and appointments of a Bond Committee. Cost: None; Speaker: Commissioner Theriot; Backup: None.**

9. **Discussion/Action** regarding the tax rate and voting on the proposed tax rate. If the tax rate will exceed the roll back rate or effective tax rate (whichever is lower), take record vote and schedule two public hearings. **Cost: None; Speaker: Judge Schawe; Backup: 21.**
10. **Discussion/Action** to discuss the interim Emergency Management Coordinator salary. **Cost: TBD; Speaker: Judge Schawe; Backup: None.**
11. **Discussion/Action** authorizing the County Judge to execute a Development Incentive Agreement with Crop One Holdings, Inc. for purposes of promoting local economic development through a tax rebate incentive. **Cost: TBD; Speaker: Commissioner Theriot; Backup: 27.**
12. **Discussion/Action** to award the Request For Proposal #2 Vote Tabulation System to Election Systems & Software (ES&S) and approve the attached Agreement(s) totaling \$445,316.11 voting system hardware, \$54,513 poll books and software, \$4,500 maintenance, support and data conversion fee on the poll book firmware for a Grand Total of \$504,329.11. Annual maintenance costs after the second year will include the following: \$34,185 for software and maintenance costs (\$8,375 for poll books software and maintenance and \$25,810 for voting system and other hardware, software maintenance and firmware fees). **Cost: TBD; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 15.**
13. **Discussion/Action** to approve the early election voting hours and locations for the General Election on November 6, 2018. **Cost: None; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 3.**
14. **Discussion/Action** regarding the selection of the 2018/2020 County Election Officers as proposed by the Caldwell County Democratic and Republican Party Appointment. **Cost: None; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 19.**
15. **Discussion/Action** to approve Budget Amendment #24 decreased budget line item 001-6610-5310 / Machinery and Equipment in the amount of \$4,000 and increasing budget line item 001-6610-4510 / Repairs & Maintenance in the amount of \$4,000 netting a \$0 cost to Information Technology. **Cost: None. Speaker: Judge Schawe; Backup: 3.**
16. **Discussion/Action** regarding 2019 Sheriffs' and Constables' Fees. **Cost: None; Speaker: Judge Schawe / Carol Holcomb; Backup: 1.**
17. **Discussion/Action** regarding the .US Locality Domain Name Registration Agreement with NeuStar, Inc. related to the County website services administered through County Information

Resources Agency and Texas Association of Counties. **Cost: None; Speaker: Judge Schawe; Backup: 12.**

18. **Discussion/Action** regarding the renewal of the Interlocal Contract for Geographic Information System Data with the Capital Area Emergency Communications District with Capital Area. **Cost: None; Speaker: Judge Schawe; Backup: 17.**
19. **Discussion/Action** regarding the renewal of the Interlocal Contract for Public Answering Point Maintenance, Equipment and Training with the Capital Area Emergency Communications District. **Cost: None; Speaker: Judge Schawe; Backup: 10.**
20. **Discussion/Action** to consider making a donation to the Seton Hays Foundation Gala to benefit the areas of greatest need at Seton Medical Center Hays and Seton Edgar B. Davis Children's Care-A Van. **Cost: TBD; Speaker: Commissioner Moses / Megan Pumarejo; Backup: None.**
21. **Discussion/Action** regarding the renewal of the Service Contract for Seth Thomas Tower Clock in the courthouse. **Cost: \$1750.00; Speaker: Judge Schawe; Backup: 1.**
22. **Discussion/Action** to adopt the proposed amendments to the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Theriot; Backup: None.**
23. **Discussion/Action** to consider a variance request from the Caldwell County Subdivision Ordinance concerning the lot frontages for the Re-Plat of Lots 2-B North and 2-B-South of Pecan Meadows subdivision located on FM 1854. **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 9.**
24. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Re-Plat of Lot 2-B-North and Lot 2-B-South of Pecan Meadows subdivision located on FM 1854. **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 17.**
25. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Old Line Estates located on Old Colony Line Road (CR 160). **Cost: TBD; Speaker: Commissioner Moses / Kasi Miles; Backup: 13.**
26. **Discussion/Action** regarding the position of the County Engineer. **Cost: None; Speaker: Commissioner Roland; Backup: None.**
27. **BUDGET WORKSHOP** **Cost: None; Speaker: Judge Schawe; Backup: None.**

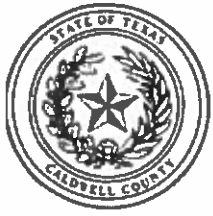
**28. Adjournment.**

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](http://www.co.caldwell.tx.us)

## **CONSENT AGENDA.**

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

- 1. Approve payment of County invoices in the amount of \$ 325,043.76.**



Expense Approval Register
Packet: APPKT02652 - 8/13/18 a/p run

Table with columns: Vendor Name, Payable Number, Description (Item), Account Name, Account Number, Amount. Includes sub-totals for various departments like 2130 - COUNTY AUDITOR, 2140 - TAX ASSESSOR - COLLECTOR, etc.



## Expense Approval Register

Packet: APPKT02652 - 8/13/18 a/p run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
HOLLIS BURKLUND	16-D-204	CAUSE # 16-D-204 MARIA LU	ADULT - INDIGENT ATTORNE	001-3230-4160	250.00
JOHN S BUTLER	06-076	CAUSE # 06-076 / 07-289 KRI	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
THE LAW OFFICES OF JASON	16-070 1	CAUSE # 16-070 PATRICK LO	ADULT - INDIGENT ATTORNE	001-3230-4160	490.00
THE CASEY LAW FIRM	18-038	CAUSE # 18-038 ALBERT N. S	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
THE CASEY LAW FIRM	18-038	CAUSE # 18-038 ALBERT N. S	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
PAUL MATTHEW EVANS	2018-115	CAUSE # 2018-115 ELIAS RE	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PAUL MATTHEW EVANS	2018-115	CAUSE # 2018-115 ELIAS RE	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
CLIFFORD W. MCCORMACK	17-171	CAUSE # 17-171 ALBERT CAB	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
CLIFFORD W. MCCORMACK	17-171	CAUSE # 17-171 ALBERT CAB	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
WALTER S. DEAN, SR.	18-136	CAUSE # 18-136 NANCY JO	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
WALTER S. DEAN, SR.	18-136	CAUSE # 18-136 NANCY JO	ADULT - INDIGENT ATTORNE	001-3230-4160	555.00
AMANDA ERWIN	17-073	CAUSE # 17-073 WENDELL H	ADULT - ATTY LITIGATION EX	001-3230-4080	75.00
AMANDA ERWIN	17-073	CAUSE # 17-073 WENDELL H	ADULT - INDIGENT ATTORNE	001-3230-4160	1,500.00
PHIL TURNER LAW PC	18-005	CAUSE # 18-005 JOSEPH SCO	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	18-005	CAUSE # 18-005 JOSEPH SCO	ADULT - INDIGENT ATTORNE	001-3230-4160	600.00
JUDITH BOHR	18-FL-034 1	CAUSE # 18- FL-034 J.J.U.	ADULT - INDIGENT ATTORNE	001-3230-4160	421.40
ROBIN BRAME	72618	DAY IN COURT - 7/26/18	TRANSPORTATION	001-3230-4260	40.28
CLIFFORD W. MCCORMACK	08-FL-253	CAUSE # 08-FL-253 J.D.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	187.50
CLIFFORD W. MCCORMACK	16-FL-046	CAUSE # 16-FL-046 A.J.B-F. /	ADULT - INDIGENT ATTORNE	001-3230-4160	300.00
KLEON C. ANDREADIS	2018-067	CAUSE # 2018-067 TIMOTHY	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
KLEON C. ANDREADIS	2018-147	CAUSE # 2018-147 JEFFREY	ADULT - INDIGENT ATTORNE	001-3230-4160	450.00
RELX INC. DBA LEXISNEXIS	3091578280	ACCT # 422MKTQ29 JULY 2	OFFICE SUPPLIES	001-3230-3110	66.09
RELX INC. DBA LEXISNEXIS	3091578280	ACCT # 422MKTQ29 JULY 2	OFFICE SUPPLIES	001-3230-3110	-4.09
				<b>Department 3230 - DISTRICT JUDGE Total:</b>	<b>13,353.76</b>
<b>Department : 3240 - COUNTY COURT LAW</b>					
DAVID MENDOZA	46605	CAUSE # 46605 MELVIN HILL	ADULT - INDIGENT ATTORNE	001-3240-4160	300.00
DAN MCCORMACK	46,462	CAUSE # 46,462 RUBEN LUN	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
DAN MCCORMACK	46,462	CAUSE # 46,462 RUBEN LUN	ADULT - INDIGENT ATTORNE	001-3240-4160	650.00
DEL PRADO-DIETZ, PLLC	46545	CAUSE # 46545 JASMINE FL	ADULT - ATTY LITIGATION EX	001-3240-4080	5.49
DEL PRADO-DIETZ, PLLC	46545	CAUSE # 46545 JASMINE FL	ADULT - INDIGENT ATTORNE	001-3240-4160	500.00
COLIN WISE	43,748	CAUSE # 43748 MARGARITA	ADULT - INDIGENT ATTORNE	001-3240-4160	350.00
BARBARA MOLINA	44498	CAUSE # 44498 CONNIE RA	ADULT - INDIGENT ATTORNE	001-3240-4160	500.00
COLIN WISE	46,799	CAUSE # 46,799 GERARDE P	ADULT - INDIGENT ATTORNE	001-3240-4160	250.00
VICTOREA D. BROWN	46634	CAUSE # 46634 LAUREN JAN	ADULT - INDIGENT ATTORNE	001-3240-4160	475.00
HOLLIS BURKLUND	46653	CAUSE # 46653 JORJE DAMI	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
HOLLIS BURKLUND	46653	CAUSE # 46653 JORJE DAMI	ADULT - INDIGENT ATTORNE	001-3240-4160	560.00
BARBARA MOLINA	46769	CAUSE # 46769 MARIA JESSI	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
BARBARA MOLINA	46769	CAUSE # 46769 MARIA JESSI	ADULT - INDIGENT ATTORNE	001-3240-4160	445.00
PAUL MATTHEW EVANS	42742	CAUSE # 42.742 DUSTIN WA	ADULT - INDIGENT ATTORNE	001-3240-4160	900.00
CLIFFORD W. MCCORMACK	45458	CAUSE # 45458 BRYAN LEE	ADULT - ATTY LITIGATION EX	001-3240-4080	10.00
CLIFFORD W. MCCORMACK	45458	CAUSE # 45458 BRYAN LEE	ADULT - INDIGENT ATTORNE	001-3240-4160	1,200.00
LARRY O. RASCO	46,292	CAUSE # 46,292 FRANCISCO	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
LARRY O. RASCO	46,292	CAUSE # 46,292 FRANCISCO	ADULT - INDIGENT ATTORNE	001-3240-4160	425.00
COLIN WISE	46668	CAUSE # 46608 RAWL CAST	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
COLIN WISE	46668	CAUSE # 46608 RAWL CAST	ADULT - INDIGENT ATTORNE	001-3240-4160	575.00
THE LAW OFFICES OF CARRIE	16-FL-122 2	CAUSE # 16-FL-122 E.B.F.	ADULT - INDIGENT ATTORNE	001-3240-4160	196.00
THE LAW OFFICES OF CARRIE	18-FL-185 1	CAUSE # 18-FL-185 P.G., A.G	ADULT - INDIGENT ATTORNE	001-3240-4160	301.00
CLIFFORD W. MCCORMACK	2618-17CC 1	CAUSE # 2618-17CC R.N.W.	JUVENILE - INDIGENT ATTOR	001-3240-4180	125.00
DAVID MENDOZA	2642-17CC 1	CAUSE # 2642-17CC A.S.	JUVENILE - INDIGENT ATTOR	001-3240-4180	200.00
CLIFFORD W. MCCORMACK	2659-17CC	CAUSE # 2659-17CC / 2669-1	JUVENILE - INDIGENT ATTOR	001-3240-4180	100.00
COLIN WISE	2662-17CC	CAUSE # 2662-17CC / 2689-1	JUVENILE - INDIGENT ATTOR	001-3240-4180	150.00
COLIN WISE	2685-18CC 1	CAUSE # 2685-18CC M.A.R.	JUVENILE - INDIGENT ATTOR	001-3240-4180	250.00
COLIN WISE	2690-18CC	CAUSE # 2690-18CC N.I.S.	JUVENILE - INDIGENT ATTOR	001-3240-4180	150.00
THE LAW OFFICE OF TREY HI	46,636	CAUSE # 46,636 NATAEL CA	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
THE LAW OFFICE OF TREY HI	46,636	CAUSE # 46,636 NATAEL CA	ADULT - INDIGENT ATTORNE	001-3240-4160	400.00
KIMBEL L. BROWN	46526	CAUSE # 46526 PAUL ALEXA	ADULT - INDIGENT ATTORNE	001-3240-4160	1,000.00
				<b>Department 3240 - COUNTY COURT LAW Total:</b>	<b>10,047.49</b>
<b>Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1</b>					
NET DATA	19062	CLIENT CODE: CAL 900532	OFFICE SUPPLIES	001-3251-3110	245.00

## Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
DEWITT POTH & SON	543556-0	CUST # 12430 FOLDER, FILE,	OFFICE SUPPLIES	001-3251-3110	384.41
<b>Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:</b>					<b>629.41</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
NET DATA	19062	CLIENT CODE: CAL 900532	OFFICE SUPPLIES	001-3252-3110	245.00
<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>					<b>245.00</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
NET DATA	19062	CLIENT CODE: CAL 900532	OFFICE SUPPLIES	001-3253-3110	245.00
DEWITT POTH & SON	543205-0	CUST # 12430 FOLDER, FILE,	OFFICE SUPPLIES	001-3253-3110	332.89
<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>					<b>577.89</b>
<b>Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4</b>					
NET DATA	19062	CLIENT CODE: CAL 900532	OFFICE SUPPLIES	001-3254-3110	245.00
<b>Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:</b>					<b>245.00</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
CENTRAL TEXAS MEDICAL CE	MED RECORD # 6869599	PAT CONTROL # 101841639	OPERATING SUPPLIES	001-4300-3130	877.91
AEGEAN, LLC	225998	CLEVELAND DOMINY/SEMIN	TRAINING	001-4300-4810	525.00
LIVENGOOD FEED STORE	LOINV000162492	ACCT # 1C250	OPERATING SUPPLIES	001-4300-3130	197.47
CHISHOLM TRAIL VETERINAR	9391	PATIENT - TOSCA CANINE I	OPERATING SUPPLIES	001-4300-3130	78.29
NATIONAL ASSOCIATION OF	NN08373	ORDER # 12902 BANNER - O	PROFESSIONAL SERVICES	001-4300-4110	164.05
OFFICE DEPOT	156945755001	ACCT # 43682634 TRIMMER	OPERATING SUPPLIES	001-4300-3130	37.79
OFFICE DEPOT	156947777001	ACCT # 43682634 WASTEBA	OPERATING SUPPLIES	001-4300-3130	27.23
OFFICE DEPOT	157954652001	ACCT # 43682634 BOARD, Q	OPERATING SUPPLIES	001-4300-3130	41.99
PITNEY BOWES GLOBAL FINA	3306599630	ACCT # 0016516092 6/30 -	RENTALS	001-4300-4610	99.73
MICHAEL TAYLOR	13647-2	IN	OPERATING SUPPLIES	001-4300-3130	40.00
OFFICE DEPOT	162481040001	ACCT # 43682634	OPERATING SUPPLIES	001-4300-3130	50.60
OFFICE DEPOT	162963604001	ACCT # 43682634 ENVELOP	OPERATING SUPPLIES	001-4300-3130	60.68
BRIAN BARRINGTON	700448	8 DOGS TO POUND	OPERATING SUPPLIES	001-4300-3130	75.00
MAILROOM FINANCE, INC.	71218	ACCT # 7900 0440 8052 695	POSTAGE	001-4300-3120	212.31
THE FINAL RIDE	013530	1 EXPIRED APP PONY	PROFESSIONAL SERVICES	001-4300-4110	185.00
OFFICE DEPOT	164198769001	ACCT # 43682634 TWO TON	OPERATING SUPPLIES	001-4300-3130	55.10
DAVE ERSKINE	ORDER ID: 298452480	TCOLE EVENT REGISTRATION	TRAINING	001-4300-4810	153.63
DEWITT POTH & SON	542837-0	CUST # 12430 SPOTPAPER -	OPERATING SUPPLIES	001-4300-3130	208.50
OFFICE DEPOT	166003938001	ACCT # 43682634 FILE, STO	OPERATING SUPPLIES	001-4300-3130	67.53
OIL CITY TOWING	1409	2003 INFINITY FX35 - BLACK	PROFESSIONAL SERVICES	001-4300-4110	245.00
OFFICE DEPOT	157954836001	ACCT # 43682634 USB, 3.0	OPERATING SUPPLIES	001-4300-3130	40.66
SPRINT	122236591-112	ACCT # 122236591 6/17 - 7/	TELEPHONE	001-4300-4420	37.99
MILLER UNIFORMS & EMBLE	116048	ACCT # 73 BING LOWE	OPERATING SUPPLIES	001-4300-3130	830.00
WILSON RIGGIN	101538	SCREWS	OPERATING SUPPLIES	001-4300-3130	69.45
MILLER UNIFORMS & EMBLE	116197	ACCT # 73 RICARDO CALDER	OPERATING SUPPLIES	001-4300-3130	830.00
OMNI SAN ANTONIO HOTEL	40033427333	DONNA HOEHNE - 10/15 - 1	TRAINING	001-4300-4810	579.08
DAVE ERSKINE	72618	FUEL INVOICE FOR HOUSTO	OPERATING SUPPLIES	001-4300-3130	85.00
DEWITT POTH & SON	543958-0	CUST # 12430	OPERATING SUPPLIES	001-4300-3130	208.50
BRIAN BARRINGTON	919701	ASSIST IN ANIMAL SIEZURE 7	OPERATING SUPPLIES	001-4300-3130	300.00
OFFICE DEPOT	159837878001	ACCT # 43682634 100 PK CD	OPERATING SUPPLIES	001-4300-3130	6.87
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4300-4260	10,474.80
TAPEIT	2414	DONNA HOEHNE - MEMBER	TRAINING	001-4300-4810	350.00
OFFICE DEPOT	159837879001	ACCT # 43682634 CD-R, 80	OPERATING SUPPLIES	001-4300-3130	14.70
DEWITT POTH & SON	541853-0	CUST # 12430 SPOTPAPER	OPERATING SUPPLIES	001-4300-3130	208.50
MONTGOMERY COUNTY SHE	7062018	K. MCCONNEL / J. BAUMAN	TRAINING	001-4300-4810	15.00
PURCHASE POWER	70818	ACCT # 8000-9090-0465-509	POSTAGE	001-4300-3120	13.75
LINDA DIDRIKSON	72018	TRAVEL EXPENSE 7/15 - 17/1	TRAINING	001-4300-4810	55.00
<b>Department 4300 - COUNTY SHERIFF Total:</b>					<b>17,522.11</b>
<b>Department : 4310 - COUNTY JAIL</b>					
SYSCO CENTRAL TEXAS, INC	113229135	ACCT # 043430	FOOD SUPPLIES	001-4310-3100	13.51
CONTRACT PHARMACY SERV	4-235-18	DATE OF SERVICE - APRIL 20	INMATE MEDICATION	001-4310-4122	4,663.51
CITY OF LOCKHART EMS	1812603	GONZALES, JOHN A DOB: 1	PROFESSIONAL SERVICES	001-4310-4110	4,009.20
CONTRACT PHARMACY SERV	5-235-18	DATE OF SERVICES - MAY 20	INMATE MEDICATION	001-4310-4122	9,495.09
SYSCO CENTRAL TEXAS, INC	213463100 ADJ	ACCT # 043430	FOOD SUPPLIES	001-4310-3100	53.24
SYSCO CENTRAL TEXAS, INC	113242465	ACCT # 043430	FOOD SUPPLIES	001-4310-3100	13.95
CHISHOLM TRAIL VETERINAR	9393	PATIENT: TOSCA SENTINEL S	OPERATING SUPPLIES	001-4310-3130	85.64

## Expense Approval Register

Packet: APPKT02652 - 8/13/18 a/p run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FLOWERS BAKING CO. OF SA	1038387411	CUSTOMER # 0040078309 2	FOOD SUPPLIES	001-4310-3100	366.48
FERRIS JOSEPH PRODUCE, IN	104871	50 LB JUMBO YELLOW ONIO	FOOD SUPPLIES	001-4310-3100	51.50
FERRIS JOSEPH PRODUCE, IN	104878	FUJI APPLIES 138 CT	FOOD SUPPLIES	001-4310-3100	49.00
SYSCO CENTRAL TEXAS, INC	213650841	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,368.98
SYSCO CENTRAL TEXAS, INC	213650842	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	95.72
M.B. HAMMO ENTERPRISES,	5289	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	736.13
FERRIS JOSEPH PRODUCE, IN	104892	JALAPENOS PER LB	FOOD SUPPLIES	001-4310-3100	39.75
PFG-TEMPLE	9211623	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	709.71
ECOLAB	95393876	CUST # 2243692 DUAL CAVI	OPERATING SUPPLIES	001-4310-3130	110.16
FERRIS JOSEPH PRODUCE, IN	104898	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	211.00
CARL R. OHLENDORF INSURA	16421	POLICY # 72052538 ACCT #	PROFESSIONAL SERVICES	001-4310-4110	71.00
SYSCO CENTRAL TEXAS, INC	213656692	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,696.14
UNIFIRST CORPORATION	822 2097477	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
FERRIS JOSEPH PRODUCE, IN	104913	BANANAS EA	FOOD SUPPLIES	001-4310-3100	202.30
FERRIS JOSEPH PRODUCE, IN	104920	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	111.00
SAM HOUSTON STATE UNIV	2018	MANAGEMENT CONF 9/10-	TRAINING	001-4310-4810	500.00
PFG-TEMPLE	9214669	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	-13.99
PFG-TEMPLE	9214669	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	507.31
GRAINGER	9847153906	ACCT # 841505548 BATHRO	REPAIRS & MAINTENANCE	001-4310-4510	381.67
GRAINGER	9847667145	ACCT # 841505548 SHEET, 9	REPAIRS & MAINTENANCE	001-4310-4510	54.05
GRAINGER	9847830834	ACCT # 841505548 KITCHEN	REPAIRS & MAINTENANCE	001-4310-4510	12.76
GRAINGER	9847872042	ACCT # 841505548 CERAMI	REPAIRS & MAINTENANCE	001-4310-4510	32.80
FLOWERS BAKING CO. OF SA	1038387531	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	365.76
AERODYNAMICS AIRCONDITI	1133	ANNEX A - FOUND BAD RUN	REPAIRS & MAINTENANCE	001-4310-4510	100.00
GRAINGER	9849152906	ACCT # 841505548 JIG SAW	REPAIRS & MAINTENANCE	001-4310-4510	171.98
FERRIS JOSEPH PRODUCE, IN	104943	BANANAS EA	FOOD SUPPLIES	001-4310-3100	91.50
SYSCO CENTRAL TEXAS, INC	213668615	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,685.86
M.B. HAMMO ENTERPRISES,	5332	TOILET PAPER REGULAR/ RO	OPERATING SUPPLIES	001-4310-3130	464.32
FERRIS JOSEPH PRODUCE, IN	104955	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	52.80
FARMER BROTHERS. CO.	68201302	ACCT # 6302473 ICETEA / C	FOOD SUPPLIES	001-4310-3100	578.80
PFG-TEMPLE	9218406	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	827.72
GRAINGER	9835240061	ACCT # 8415240061 FLUORE	REPAIRS & MAINTENANCE	001-4310-4510	160.50
FERRIS JOSEPH PRODUCE, IN	104962	FUJI APPLIES 138 CT	FOOD SUPPLIES	001-4310-3100	208.00
SYSCO CENTRAL TEXAS, INC	213674461	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,779.05
UNIFIRST CORPORATION	8222099734	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
FERRIS JOSEPH PRODUCE, IN	104976	25 LB 6X6 TOMATOES CASE	FOOD SUPPLIES	001-4310-3100	140.50
FERRIS JOSEPH PRODUCE, IN	104985	BANANAS EA	FOOD SUPPLIES	001-4310-3100	108.80
PFG-TEMPLE	9221902	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	619.66
FLOWERS BAKING CO. OF SA	1038387649	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	250.56
FERRIS JOSEPH PRODUCE, IN	104997	ROMAINE 24 CT CASE	FOOD SUPPLIES	001-4310-3100	77.00
AERODYNAMICS AIRCONDITI	1135	RT # 15 FOUND CLOGGED FIL	REPAIRS & MAINTENANCE	001-4310-4510	270.00
ANITA MANCINI-MICHELL	142	PSYC EVAL - GOMEZ, N & CR	EMPLOYEE PHYSICALS	001-4310-4135	350.00
ATCO INTERNATIONAL	10512495	CUST ID: 126786 SEEK N' DE	OPERATING SUPPLIES	001-4310-3130	167.00
SYSCO CENTRAL TEXAS, INC	213686685	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	324.96
SYSCO CENTRAL TEXAS, INC	213686686	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,821.42
M.B. HAMMO ENTERPRISES,	5364	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	558.18
TEXAS STATE NOTARY BURE	INDEX: 131635444	JOHN DAVID RAMIREZ - SELF	OPERATING SUPPLIES	001-4310-3130	33.90
FERRIS JOSEPH PRODUCE, IN	105016	BANANAS EA	FOOD SUPPLIES	001-4310-3100	72.30
CARL R. OHLENDORF INSURA	16438	POLICY # 72056527 ACCT #	PROFESSIONAL SERVICES	001-4310-4110	71.00
CARD SERVICE CENTER	72618	ENDING W/0057 7/17 - 18/	TRAINING	001-4310-4810	210.18
PFG-TEMPLE	9226025	CUST # # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	-13.99
PFG-TEMPLE	9226025	CUST # # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	589.43
FERRIS JOSEPH PRODUCE, IN	105025	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	332.50
SYSCO CENTRAL TEXAS, INC	213692636	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	3,600.41
UNIFIRST CORPORATION	822 2102005	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
FERRIS JOSEPH PRODUCE, IN	105040	25 LB 6X6 TOMATOES CASE	FOOD SUPPLIES	001-4310-3100	169.50
FERRIS JOSEPH PRODUCE, IN	104810	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	49.00
ECOLAB	95384087	CUST # 2243692 FIBERGLAS	OPERATING SUPPLIES	001-4310-3130	158.04
FERRIS JOSEPH PRODUCE, IN	105049	BANANAS EA	FOOD SUPPLIES	001-4310-3100	120.00
PFG-TEMPLE	9228934	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	581.77

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4310-4260	1,461.73
FERRIS JOSEPH PRODUCE, IN	104816	BANANAS EA	FOOD SUPPLIES	001-4310-3100	107.00
SYSCO CENTRAL TEXAS, INC	213633007	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,242.59
SYSCO CENTRAL TEXAS, INC	213633008	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	159.48
ECOLAB	0132048	ACCT # 010054525 14 PLU A	REPAIRS & MAINTENANCE	001-4310-4510	482.46
FLOWERS BAKING CO. OF SA	1038387300	CUST # 0040078309 OBSOL	FOOD SUPPLIES	001-4310-3100	141.12
M.B. HAMMO ENTERPRISES,	5260	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	669.35
PFG-TEMPLE	9204510	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	754.30
FERRIS JOSEPH PRODUCE, IN	104836	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	392.80
SYSCO CENTRAL TEXAS, INC	213639085	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,473.27
SYSCO CENTRAL TEXAS, INC	213639085	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	-60.90
SYSCO CENTRAL TEXAS, INC	213639085	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	-69.52
FARMER BROTHERS. CO.	68157839	ACCT # 6302473 ICE TEA / C	FOOD SUPPLIES	001-4310-3100	699.80
UNIFIRST CORPORATION	822 2095219	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
FERRIS JOSEPH PRODUCE, IN	104847	25 LBS 6X6 COMBO	FOOD SUPPLIES	001-4310-3100	179.50
FERRIS JOSEPH PRODUCE, IN	104861	BANANAS EA	FOOD SUPPLIES	001-4310-3100	127.30
BLUEBONNET TRAILS MHMR	27-06-2018	PERIOD COVERED JUNE 2018	PROFESSIONAL SERVICES	001-4310-4110	400.00
PFG-TEMPLE	9207633	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	560.58
<b>Department 4310 - COUNTY JAIL Total:</b>					<b>58,650.44</b>
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
WATCHGUARD VIDEO	ACCIN0015361	CUST ID: CALDWELLCOUN00	REPAIRS & MAINTENANCE	001-4321-4510	27.00
JUBAL RAGSDALE	7807	DESK CHARGING BASE	MACHINERY AND EQUIPME	001-4321-5310	99.90
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4321-4260	419.17
RICHARD BURNS	80318	POSTAGE	OFFICE SUPPLIES	001-4321-3110	6.25
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>552.32</b>
<b>Department : 4322 - CONSTABLES - PCT 2</b>					
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4322-4260	329.30
<b>Department 4322 - CONSTABLES - PCT 2 Total:</b>					<b>329.30</b>
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4323-4260	483.58
<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>					<b>483.58</b>
<b>Department : 4324 - CONSTABLES - PCT 4</b>					
GT DISTRIBUTORS, INC.	INV0666108	CUST # 003167 INNOVATIVE	MACHINERY AND EQUIPME	001-4324-5310	69.90
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-4324-4260	361.99
<b>Department 4324 - CONSTABLES - PCT 4 Total:</b>					<b>431.89</b>
<b>Department : 4325 - HIGHWAY PATROL</b>					
APPLIED CONCEPTS, INC.	332154	COUNTING UNIT AUGUST 2	RENTALS	001-4325-4610	287.50
<b>Department 4325 - HIGHWAY PATROL Total:</b>					<b>287.50</b>
<b>Department : 6510 - NON-DEPARTMENTAL</b>					
DELL MARKETING L.P.	10247786741	CUST # 2120993 PROSUPPO	CONTINGENCY	001-6510-4860	3,956.40
METROPLEX CONTROL SYSTE	199024	CUST ID: CALDW01 TRAVE	REPAIRS & MAINTENANCE	001-6510-4510	412.50
TEXAS ASSOCIATION OF COU	NRDD-0003642	MEMBER ID: 0280 (MILLS S	PROFESSIONAL SERVICES	001-6510-4110	3,648.41
XEROX CORPORATION	010-0076331	CUST # 76391 6/30-7/29/1	RENTALS	001-6510-4610	171.00
RICOH USA, INC.	100820713	ACCT # 505575-1010175A16	RENTALS	001-6510-4610	853.35
XEROX CORPORATION	1228931	CNTR # 010-0063777-001 LE	RENTALS	001-6510-4610	1,801.11
MAILROOM FINANCE, INC.	LOCKHART00000001129482	ACCT # 7900 0440 8010 929	OFFICE SUPPLIES	001-6510-3110	81.82
NEOPOST USA INC	N7240609	CUST # 01054254 COVERA	RENTALS	001-6510-4610	340.68
MAILROOM FINANCE, INC.	O-00198599	300 PK METER TAPES DOUBL	OFFICE SUPPLIES	001-6510-3110	64.00
AT&T	8012018	ACCT # 512 A13-0189 725 3	FAX & INTERNET	001-6510-4425	4,376.81
NEOPOST USA INC	N7231445	CUST # 01054254 COVERAG	RENTALS	001-6510-4610	322.30
<b>Department 6510 - NON-DEPARTMENTAL Total:</b>					<b>16,028.38</b>
<b>Department : 6520 - BUILDING MAINTENANCE</b>					
GONZALES BUILDING CENTE	INV0738918	CUST # CALD001 BROWN R	CALDWELL CO. COURTHOUS	001-6520-5120	-83.10
GONZALES BUILDING CENTE	INV0743872	CUST # CALD001 TOWEL, M	OPERATING SUPPLIES	001-6520-3130	466.47
UNIFIRST CORPORATION	822 2074338	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	40.23
UNIFIRST CORPORATION	822 2081073	CUST # 222727 PRCT # 3	JP3 SIMON BUILDING-MAXW	001-6520-3500	39.05
SMITH SUPPLY CO.- LOCKHA	770003	MALE HOSE END	OPERATING SUPPLIES	001-6520-3130	7.95
DANIELLE M. PETROSKY	5218	MILEAGE FOR 5/10/18 - 5/17	TRANSPORTATION	001-6520-4260	57.01

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
UNIFIRST CORPORATION	822 2090133	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
WILSON RIGGIN	101097	NAIL GUN GRIP RITE	OPERATING SUPPLIES	001-6520-3130	315.99
GONZALES BUILDING CENTE	INV0754077	CUST # CAL001 BLEACH AUS	OPERATING SUPPLIES	001-6520-3130	778.60
LOCKHART - TRUE VALUE	023898/1	ACCT # 11239 FIELD INV SPR	OPERATING SUPPLIES	001-6520-3130	23.16
LOCKHART - TRUE VALUE	24414 /1	CUST# 11239 SCREWS, NUT	BUILDING MAINTENANCE-LO	001-6520-3600	5.99
GONZALES BUILDING CENTE	INV0756771	CUST # CALD001 TOWELMU	OPERATING SUPPLIES	001-6520-3130	392.67
LOCKHART - TRUE VALUE	24453 /1	CUST # 11239 DOUBLE SIDE	CALDWELL CO. COURTHOUS	001-6520-5120	8.08
LOCKHART - TRUE VALUE	24459 /1	CUST # 11239 SASH LOCK C	JP1/DRC BUILDING-LOCKHA	001-6520-3560	26.26
LOCKHART - TRUE VALUE	24460 /1	CUST # 11239 XL DEX GLOV	REPAIRS & MAINTENANCE	001-6520-4510	28.99
UNIFIRST CORPORATION	822 2097899	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
LOCKHART - TRUE VALUE	24483 /1	CUST # 11239 LED EXIT SIGN	JUDICIAL CENTER-LOCKHART	001-6520-3550	32.99
DANIELLE M. PETROSKY	5312018	5/18 - 5/25/18	TRANSPORTATION	001-6520-4260	97.77
CINTAS CORPORATION #86	086781127	CONTRACT # 01681 ACCT # 0	UNIFORMS	001-6520-3140	81.03
LOCKHART - TRUE VALUE	24514 /1	CUST # 11239 COVER BOX S	JUDICIAL CENTER-LOCKHART	001-6520-3550	10.55
LOCKHART - TRUE VALUE	24515 /1	CUST # 11239 CLEANED CAR	REPAIRS & MAINTENANCE	001-6520-4510	54.48
LOWE'S COMPANIES, INC.	967655	ACCT # 9900 0818510 SCRE	JUDICIAL CENTER-LOCKHART	001-6520-3550	167.50
UNIFIRST CORPORATION	822 2099800	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
WILSON RIGGIN	101417	SOLAR SCREEN	JUDICIAL CENTER-LOCKHART	001-6520-3550	18.90
LOCKHART - TRUE VALUE	24573 /1	CUST # 11239 SCREEN FIBER	JUDICIAL CENTER-LOCKHART	001-6520-3550	11.48
UNIFIRST CORPORATION	822 2100134	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
LOCKHART - TRUE VALUE	24588 /1	CUST # 11239 BATTERY ALKL	REPAIRS & MAINTENANCE	001-6520-4510	37.96
CARD SERVICE CENTER	544	CARD ENDING W/ 0057 PO	JP1/DRC BUILDING-LOCKHA	001-6520-3560	765.00
UNIFIRST CORPORATION	822 2102077	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
UNIFIRST CORPORATION	822 2102438	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-6520-4260	480.29
CENTRAL TEXAS REFUSE, INC	130577	ACCT # 020545 BILLING PERI	JP3 SIMON BUILDING-MAXW	001-6520-3500	100.40
B-ALERT SECURITY SYSTEMS	330364	CUST ID: 677 JP 3 AUG 201	JP3 SIMON BUILDING-MAXW	001-6520-3500	25.00
AUSTIN FLAG AND FLAGPOL	50004	TEX FLAGS	JUDICIAL CENTER-LOCKHART	001-6520-3550	93.76
DANIELLE M. PETROSKY	72418	6/11 - 7/23/18 MILEAGE	TRANSPORTATION	001-6520-4260	201.02
TEXAS DEPT.OF LICENSING &	8/2018	ELBI # 13635 DECAL # 03387	CONTRACTED SERVICES	001-6520-4527	20.00
UNIFIRST CORPORATION	822 2104345	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
<b>Department 6520 - BUILDING MAINTENANCE Total:</b>					<b>5,205.85</b>
<b>Department : 6550 - ELECTIONS</b>					
VOTEC	12572	VOTESAFE SUPPORT 10/01/1	REPAIRS & MAINTENANCE	001-6550-4510	3,600.00
LOCKHART POST REGISTER	000851115	ORDER OF SPECIAL ELECTIO	ADVERTISING AND LEGAL N	001-6550-4310	481.25
ELECTION SYSTEMS & SOFT	1052619	ACCT # C04192 BALLOTS 6/3	Ballot Supplies	001-6550-3115	775.37
<b>Department 6550 - ELECTIONS Total:</b>					<b>4,856.62</b>
<b>Department : 6560 - COMMISSIONERS COURT</b>					
LOCKHART POST REGISTER	00085172	6/28 & 7/05/18 NOTICE OF I	ADVERTISING AND LEGAL N	001-6560-4310	193.12
THE LULING NEWSBOY & SIG	62818	DISASTER RECOVERY GRANT	ADVERTISING AND LEGAL N	001-6560-4310	52.00
CARD SERVICE CENTER	544	CARD ENDING W/ 0057 PO	POSTAGE	001-6560-3120	8.50
CARD SERVICE CENTER	72618	ENDING W/0057 7/17 - 18/	OFFICE SUPPLIES	001-6560-3110	29.99
LEXISNEXIS RISK DATA MAN	1623451-20180731	ACCT # 1623451-20180731 J	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
<b>Department 6560 - COMMISSIONERS COURT Total:</b>					<b>333.61</b>
<b>Department : 6600 - ENG. &amp; SUBDIVISION</b>					
BOWMAN CONSULTING GR	070004-44-003	PROJECT # 070004-44-003	Professional Services	001-6600-4110	110.00
BOWMAN CONSULTING GR	070004-65-001	PROJECT # 070004-65-001 D	Professional Services	001-6600-4110	110.00
BOWMAN CONSULTING GR	255355	PROJ # 070004-01-001 SUBD	Professional Services	001-6600-4110	495.00
BOWMAN CONSULTING GR	255357	PROJECT # 070004-06-001 T	Professional Services	001-6600-4110	262.50
BOWMAN CONSULTING GR	255361	PROJECT # 070004-22-002 L	Professional Services	001-6600-4110	55.00
BOWMAN CONSULTING GR	255373	PROJ #070004-68-001 HART	Professional Services	001-6600-4110	275.00
<b>Department 6600 - ENG. &amp; SUBDIVISION Total:</b>					<b>1,307.50</b>
<b>Department : 6640 - CODE INVESTIGATOR</b>					
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-6640-4260	230.22
<b>Department 6640 - CODE INVESTIGATOR Total:</b>					<b>230.22</b>
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
O'REILLY AUTOMOTIVE, INC.	0642-208372	CUST #188092 VOLT REGLT	REPAIRS & MAINTENANCE	001-6650-4510	21.07
CARINE CHALFOUN	72018	7/21 & 7/28/18 SUPPLIES	EMERGENCY OPERATIONS C	001-6650-4800	25.76
CARINE CHALFOUN	72018	7/21 & 7/28/18 SUPPLIES	EMERGENCY OPERATIONS C	001-6650-4800	206.91

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-6650-4260	738.16
				Department 6650 - EMERG MGMT / HOMELAND SEC Total:	991.90
Department : 7610 - SANITATION DEPARTMENT					
DEWITT POTH & SON	542539-0	CUST # 12430 FLAGS, SET, SI	OFFICE SUPPLIES	001-7610-3110	82.62
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-7610-4260	61.61
				Department 7610 - SANITATION DEPARTMENT Total:	144.23
Department : 7630 - INDIGENT HEALTH CARE					
CITY OF LOCKHART EMS	188478	ROQUE, PATRICK DOB: 7/1	1115 WAIVER PAYMENTS	001-7630-4155	3,960.20
				Department 7630 - INDIGENT HEALTH CARE Total:	3,960.20
Department : 8700 - COUNTY AGENT					
JULIE ZIMMERMAN	71718	ESP TEXAS ALPHA ZETA CH	TRANSPORTATION	001-8700-4260	230.47
RONDA LEHMAN	71918	POSTAGE 7/17/18	POSTAGE	001-8700-3120	13.65
JULIE ZIMMERMAN	72018	TEXAS 4-H ROUNDUP 6/11 -	TRANSPORTATION	001-8700-4260	571.51
ELSIE LACY	71918	DIST 10 4-H PLANNING	MILEAGE REIMB- ADH DEMO	001-8700-4251	20.00
JULIE ZIMMERMAN	71918	TCAAA 7/8 & 11/18	TRANSPORTATION	001-8700-4260	562.63
JULIE ZIMMERMAN	7192018	TX 4-H ROUNDUP 7/12 - 13/	MILEAGE REIMB- ADH DEMO	001-8700-4251	51.50
JULIE ZIMMERMAN	7192018	TX 4-H ROUNDUP 7/12 - 13/	TRANSPORTATION	001-8700-4260	51.50
JULIE ZIMMERMAN	7192018	TX 4-H ROUNDUP 7/12 - 13/	TRANSPORTATION	001-8700-4260	20.00
FLEETCOR TECHNOLOGIES, I	NP53827010	ACCT # BG114286 6/26 - 7/2	TRANSPORTATION	001-8700-4260	103.78
				Department 8700 - COUNTY AGENT Total:	1,625.04
Fund 001 - GENERAL FUND Total:					155,490.48
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
JOHN DEERE FINANCIAL	1805-117390	ACCT # 1-99 CHAIN SAW - 1	OPERATING SUPPLIES	002-1101-3130	45.93
CINTAS CORPORATION #86	086765981	CONTRACT # 01681 ACCT #	UNIFORMS	002-1101-2140	323.19
CINTAS CORPORATION #86	086765982	CONTRACT # 01681 ACCT #	UNIFORMS	002-1101-2140	238.68
CINTAS CORPORATION #86	086765983	CONTRACT # 01681 ACCT #	UNIFORMS	002-1101-2140	334.57
HANSON EQUIPMENT	266075	# CAL001 PRESSURE WASH	TIRES	002-1101-3190	132.00
HANSON EQUIPMENT	266080	# CAL001 WHEEL 15 X 5 5 X	TIRES	002-1101-3190	155.00
HANSON EQUIPMENT	266092	# CAL001 JIC 37 FEM SWIV	OPERATING SUPPLIES	002-1101-3130	36.39
PATHMARK TRAFFIC PROD.	028293	CUST # 00C1056 6" RUBBER	SIGNS	002-1101-3181	315.00
PATHMARK TRAFFIC PROD.	028340	CUST # 00C1056 2" X 2" X 3"	SIGNS	002-1101-3181	1,045.00
CINTAS CORPORATION #86	086775673	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	323.19
CINTAS CORPORATION #86	086775674	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	242.68
CINTAS CORPORATION #86	086775675	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	186.84
SCHMIDT & SONS, INC	0433712-IN	CUST # 05-CALDCO FUEL	FUEL	002-1101-3163	5,112.37
HANSON EQUIPMENT	266152	# CAL001 DEMON LOAD BIN	OPERATING SUPPLIES	002-1101-3130	54.15
CINTAS FAS LOCKBOX 63652	5011122752	RTE # LOC # 041F ROUTE 008	RENTALS	002-1101-4610	163.08
SMITH SUPPLY CO.- LOCKHA	777321	24" X 30" METAL CULVERT	CULVERT PIPE	002-1101-3116	550.65
COLORADO MATERIALS, LTD.	253251	CUST # 1405 MISTY LN	AGGREGATE / GRAVEL	002-1101-3153	15,397.32
HANSON EQUIPMENT	266229	# CAL001 JIC 37 FEM SWIV	OPERATING SUPPLIES	002-1101-3130	55.88
BRAUNTEX MATERIALS, INC.	94892	ACCT # 1600 1700 FM 2720	FLEX BASE MATERIALS	002-1101-3143	17,913.00
LOCKHART - TRUE VALUE	24472 /1	CUST # 11239 SMALL ENGIN	OPERATING SUPPLIES	002-1101-3130	30.96
CINTAS CORPORATION #86	086781103	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	323.19
CINTAS CORPORATION #86	086781105	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	222.45
CINTAS CORPORATION #86	086781106	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	181.07
HANSON EQUIPMENT	266267	# CAL001 JIC 37 FEM SWIV	OPERATING SUPPLIES	002-1101-3130	28.62
HANSON EQUIPMENT	266271	# CAL001 FACING 6.0" X 3.5	OPERATING SUPPLIES	002-1101-3130	58.64
CITY OF LULING	740	BULK WATER DEPOSIT B1	OPERATING SUPPLIES	002-1101-3130	100.00
HANSON EQUIPMENT	266299	# CAL001 5/16 - 18 X 1- 1/4	OPERATING SUPPLIES	002-1101-3130	17.10
SOUTHERN TIRE MART, LLC	63255384	CUST # 142726 4 - TIRES TR	TIRES	002-1101-3190	424.12
LOCKHART - TRUE VALUE	24540 /1	CUST # 11239 LINE TRIMR .0	OPERATING SUPPLIES	002-1101-3130	31.98
COLORADO MATERIALS, LTD.	253561	CUST # 1405 MISTY LN	AGGREGATE / GRAVEL	002-1101-3153	15,101.40
HANSON EQUIPMENT	266364	# CAL001 FLAT TIRE REPAIR	TIRES	002-1101-3190	15.00
HANSON EQUIPMENT	266373	# CAL001 22.5 TIRE REPAIR	TIRES	002-1101-3190	62.00
BRAUNTEX MATERIALS, INC.	95047	ACCT # 1600 1386/SUNFLO	Designated for Road Const.	002-1101-3135	68,524.12
BRAUNTEX MATERIALS, INC.	95047	ACCT # 1600 1386/SUNFLO	SEAL COATING	002-1101-4630	2,540.48
ROADSIDE INC	18153-TX	HERBICIDE APPLICATION	VEGETATION MANAGEMENT	002-1101-4640	8,100.00
HANSON EQUIPMENT	266413	# CAL001 BUSHING II-III TL	OPERATING SUPPLIES	002-1101-3130	5.75

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SOUTHERN TIRE MART, LLC	63255585	CUST # 142726 DELIVERED 7	TIRES	002-1101-3190	973.00
LOCKHART - TRUE VALUE	24627 /1	CUST # 11239 SMALL ENGIN	OPERATING SUPPLIES	002-1101-3130	3.73
CINTAS CORPORATION #86	4007940395	PAYER # 13243034 CAR W	UNIFORMS	002-1101-2140	181.32
CINTAS CORPORATION #86	4007940397	PAYER # 13243034	UNIFORMS	002-1101-2140	224.50
CINTAS CORPORATION #86	4007940412	PAYER ID # 13243034 UNIF	UNIFORMS	002-1101-2140	321.89
CARD SERVICE CENTER	544	CARD ENDING W/0057 PO	OPERATING SUPPLIES	002-1101-3130	93.70
JOHN DEERE FINANCIAL	1807-153090	ACCT # 1-99 POST MAILBX W	OPERATING SUPPLIES	002-1101-3130	19.99
LOCKHART - TRUE VALUE	24638 /1	CUST # 11239 SMALL ENGIN	OPERATING SUPPLIES	002-1101-3130	64.87
LOCKHART - TRUE VALUE	24654 /1	CUST # 11239 SCREWS, NUT	OPERATING SUPPLIES	002-1101-3130	8.56
SCHMIDT & SONS, INC	0434464-IN	UCST # 05-CALDO TEXAS LO	FUEL	002-1101-3163	5,853.40
JOHN DEERE FINANCIAL	1807-156161	ACCT # 1-99 LINE TRIMR .10	OPERATING SUPPLIES	002-1101-3130	79.96
LOCKHART - TRUE VALUE	24709 /1	CUST # 11239 SMALL ENGIN	OPERATING SUPPLIES	002-1101-3130	69.96
HOFMANN'S SUPPLY	833240	CUST # 01734 ACETYLENE S	RENTALS	002-1101-4610	103.84
CINTAS CORPORATION #86	086770762	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	-256.41
CINTAS CORPORATION #86	086770763	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	100.41
CINTAS CORPORATION #86	086770764	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	186.84
HANSON EQUIPMENT	265998	# CAL001 FLAT TIRE REPAIR	TIRES	002-1101-3190	17.00
HANSON EQUIPMENT	266037	# CAL001 MOUNT TIRE	TIRES	002-1101-3190	11.25
HANSON EQUIPMENT	266060	# CAL001 MOUNT TIRE	TIRES	002-1101-3190	22.50
<b>Department 1101 - ADMINISTRATION Total:</b>					<b>146,472.11</b>

Department : 1102 - VEHICLE MAINTENANCE

H.S. SERVICES	71454	EMP # 8 REPLACE TOOTH SH	REPAIRS & MAINTENANCE	002-1102-4510	160.00
H.S. SERVICES	71599	EMP # 9 MACHINE NEW BOS	REPAIRS & MAINTENANCE	002-1102-4510	1,130.00
O'REILLY AUTOMOTIVE, INC.	0642-210603	CUST # 188092 NEW MSTR	SUPPLIES & SMALL TOOLS	002-1102-3136	-54.43
O'REILLY AUTOMOTIVE, INC.	0642-211997	CUST # 188092 OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	29.32
O'REILLY AUTOMOTIVE, INC.	0642-212028	CUST # 188092 THERMOSTA	SUPPLIES & SMALL TOOLS	002-1102-3136	41.75
O'REILLY AUTOMOTIVE, INC.	0642-212034	CUST # 188092 THERMOSTA	SUPPLIES & SMALL TOOLS	002-1102-3136	10.76
O'REILLY AUTOMOTIVE, INC.	0642-212280	CUST # 188092 RADIATOR C	SUPPLIES & SMALL TOOLS	002-1102-3136	-11.58
O'REILLY AUTOMOTIVE, INC.	0642-213407	CUST # 188092 SHIFTER CAB	SUPPLIES & SMALL TOOLS	002-1102-3136	125.47
O'REILLY AUTOMOTIVE, INC.	0642-213751	CUST # 188092 TAPE ASST	SUPPLIES & SMALL TOOLS	002-1102-3136	8.98
O'REILLY AUTOMOTIVE, INC.	0642-209844	CUST # 188092 FLEETRUNNE	SUPPLIES & SMALL TOOLS	002-1102-3136	39.35
O'REILLY AUTOMOTIVE, INC.	0642-209932	CUST # 188092 MICRO-V BEL	SUPPLIES & SMALL TOOLS	002-1102-3136	126.15
O'REILLY AUTOMOTIVE, INC.	0642-210166	ACCT # 188092 NEW MSTR	SUPPLIES & SMALL TOOLS	002-1102-3136	61.81
O'REILLY AUTOMOTIVE, INC.	PCM71911-1	CUST # 188092 OVERPAYM	SUPPLIES & SMALL TOOLS	002-1102-3136	-116.90
OVERALL SUPPLY, INC	IN00099847	CUST A/C # 166242 BRAKE &	SUPPLIES & SMALL TOOLS	002-1102-3136	359.01
O'REILLY AUTOMOTIVE, INC.	0642-215936	ACCT # 188092 LIGHT	SUPPLIES & SMALL TOOLS	002-1102-3136	-275.83
O'REILLY AUTOMOTIVE, INC.	0642-215958	CUST # 188092 BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	59.07
O'REILLY AUTOMOTIVE, INC.	0642-215964	CUST # 188092 CORE RETUR	SUPPLIES & SMALL TOOLS	002-1102-3136	-10.00
RDO EQUIPMENT CO.	W97021	ACCT # 7269004 MOTOR GR	REPAIRS & MAINTENANCE	002-1102-4510	1,019.00
JOHN H. RODRIQUEZ, JR.	010370	REPLACE TRACTOR MIRROR	REPAIRS & MAINTENANCE	002-1102-4510	120.00
GLOSSERMAN AUTOMOTIVE	093179	CUST # 1010 MUD FLAP - CH	SUPPLIES & SMALL TOOLS	002-1102-3136	391.38
GLOSSERMAN AUTOMOTIVE	093180	CUST # 1010 NAPAGOLD OIL	SUPPLIES & SMALL TOOLS	002-1102-3136	125.43
GLOSSERMAN AUTOMOTIVE	093181	CUST # 1010 NAPAGOLD OIL	SUPPLIES & SMALL TOOLS	002-1102-3136	154.66
GLOSSERMAN AUTOMOTIVE	093182	CUST # 1010 NAPAGOLD FU	SUPPLIES & SMALL TOOLS	002-1102-3136	190.01
GLOSSERMAN AUTOMOTIVE	093185	CUST # 1010 BLISTER PACK	SUPPLIES & SMALL TOOLS	002-1102-3136	19.98
O'REILLY AUTOMOTIVE, INC.	0642-216700	ACCT # 188092 GASKET MA	SUPPLIES & SMALL TOOLS	002-1102-3136	18.98
GLOSSERMAN AUTOMOTIVE	093219	CUST # 1010 NAPAGOLD OIL	SUPPLIES & SMALL TOOLS	002-1102-3136	98.92
O'REILLY AUTOMOTIVE, INC.	0642-216900	CUST # 188092 FILTER WRN	SUPPLIES & SMALL TOOLS	002-1102-3136	5.89
O'REILLY AUTOMOTIVE, INC.	0642-216917	CUST # 188092 3 OZ LEAKDT	SUPPLIES & SMALL TOOLS	002-1102-3136	22.97
O'REILLY AUTOMOTIVE, INC.	0642-216923	CUST # 188092 ADAPTER SE	SUPPLIES & SMALL TOOLS	002-1102-3136	29.98
O'REILLY AUTOMOTIVE, INC.	0642-216941	CUST # 188092 ADAPTER SE	SUPPLIES & SMALL TOOLS	002-1102-3136	-29.98
O'REILLY AUTOMOTIVE, INC.	0642-216956	CUST # 188092 ADAPTERS	SUPPLIES & SMALL TOOLS	002-1102-3136	5.99
GORDON'S EQUIPMENT	60122	# 11 FILTER ELEMENT	SUPPLIES & SMALL TOOLS	002-1102-3136	20.00
HOLT TRUCK CENTERS	PIMA0290608	CUST # 0203700 SEAL	SUPPLIES & SMALL TOOLS	002-1102-3136	22.53
O'REILLY AUTOMOTIVE, INC.	0642-217059	CUST # 188092 ABSORBENT	SUPPLIES & SMALL TOOLS	002-1102-3136	19.47
O'REILLY AUTOMOTIVE, INC.	0642-217245	CUST # 188092 UTILITY KNIF	SUPPLIES & SMALL TOOLS	002-1102-3136	8.99
GLOSSERMAN AUTOMOTIVE	093310	CUST # 1010 NAPAGOLD OIL	SUPPLIES & SMALL TOOLS	002-1102-3136	169.35
RDO EQUIPMENT CO.	W9543A	ACCT # 7269004 MOTOR GR	REPAIRS & MAINTENANCE	002-1102-4510	-689.50
O'REILLY AUTOMOTIVE, INC.	OSOO719753	CUST # 188092 OVERPAYME	SUPPLIES & SMALL TOOLS	002-1102-3136	-0.80
O'REILLY AUTOMOTIVE, INC.	0642-218012	CUST # 188092 WRENCH	SUPPLIES & SMALL TOOLS	002-1102-3136	24.98

## Expense Approval Register

Packet: APPKT02652 - 8/13/18 a/p run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GLOSSERMAN AUTOMOTIVE	093447	CUST # 1010 SPRING	SUPPLIES & SMALL TOOLS	002-1102-3136	10.54
SOUTHERN TIRE MART, LLC	63256105	CUST # 142726 SERVICE CAL	REPAIRS & MAINTENANCE	002-1102-4510	208.45
O'REILLY AUTOMOTIVE, INC.	0642-218356	CUST # 188092 AIR PLUG	SUPPLIES & SMALL TOOLS	002-1102-3136	8.28
ASSOCIATED SUPPLY COMPA	SERVICE ORDER: SW000878	CUST # BP0068193 SERVICE	REPAIRS & MAINTENANCE	002-1102-4510	2,476.72
SOUTHERN TIRE MART, LLC	63256785	CUST # 142726 TIRE CHAN	REPAIRS & MAINTENANCE	002-1102-4510	347.00
FREIGHTLINER OF AUSTIN	AP377071	CUST # 1638 SCREW HEX HE	SUPPLIES & SMALL TOOLS	002-1102-3136	295.09
O'REILLY AUTOMOTIVE, INC.	0642-215434	ACCT # 188092 BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	140.94
O'REILLY AUTOMOTIVE, INC.	0642-215437	ACCT # 188092 CABIN FILTE	SUPPLIES & SMALL TOOLS	002-1102-3136	13.74
O'REILLY AUTOMOTIVE, INC.	0642-215439	CUST # 188092 U-JOINT	SUPPLIES & SMALL TOOLS	002-1102-3136	16.52
ROMCO EQUIPMENT COMP	107104401	CUST # 13570 GRADER BLA	SUPPLIES & SMALL TOOLS	002-1102-3136	1,579.00
<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>					<b>8,527.44</b>
<b>Department : 1103 - FLEET MAINTENANCE</b>					
CAPITOL AUTO PARTS	07LQ9679	CUST # L10358 FILTER AIR D	OPERATING SUPPLIES	002-1103-3135	51.02
CINTAS CORPORATION #86	086775680	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	75.80
CAPITOL AUTO PARTS	07LR0692	CUST # L10358 AIR FILTER -	OPERATING SUPPLIES	002-1103-3135	98.71
CAPITOL AUTO PARTS	07LR1803	CUST # L10358 DORMAN	OPERATING SUPPLIES	002-1103-3135	89.84
CAPITOL AUTO PARTS	07LR3125	CUST # L10358 BENDIX PRE	OPERATING SUPPLIES	002-1103-3135	152.43
CAPITOL AUTO PARTS	07LR3139	CUST # L10358 DRILLED & S	OPERATING SUPPLIES	002-1103-3135	115.00
CAPITOL AUTO PARTS	07LR3141	CUST # L10358 BENDIX BRA	OPERATING SUPPLIES	002-1103-3135	-93.98
CINTAS CORPORATION #86	086781117	CONTRACT # 01681 ACCT #	UNIFORMS	002-1103-2140	75.80
CAPITOL AUTO PARTS	07LR4625	CUST # L10358 LIMITED SLIP	OPERATING SUPPLIES	002-1103-3135	97.51
LOCKHART MOTOR CO.,INC.	T44288	CUST # 3810 VALVE - AIR CO	OPERATING SUPPLIES	002-1103-3135	39.64
LOCKHART MOTOR CO.,INC.	T44296	CUST # 3810 SHAFT ASY - RE	OPERATING SUPPLIES	002-1103-3135	346.50
CAPITOL AUTO PARTS	07LR6072	CUST # L10358 OIL FILTER -	OPERATING SUPPLIES	002-1103-3135	75.20
CINTAS CORPORATION #86	4007940548	PAYER # 13242165 FLEET SE	UNIFORMS	002-1103-2140	75.80
LOCKHART MOTOR CO.,INC.	T44327	CUST # 3810 INSULATOR	OPERATING SUPPLIES	002-1103-3135	532.42
CINTAS CORPORATION #86	086770774	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	73.14
<b>Department 1103 - FLEET MAINTENANCE Total:</b>					<b>1,804.83</b>
<b>Fund 002 - UNIT ROAD FUND Total:</b>					<b>156,804.38</b>
<b>Fund: 005 - LAW LIBRARY FUND</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
RELX INC. DBA LEXISNEXIS	3091579323	ACCT # 422NHLBG4 JULY 2	OTHER CAPITAL OUTLAY	005-1000-5910	420.00
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>420.00</b>
<b>Fund 005 - LAW LIBRARY FUND Total:</b>					<b>420.00</b>
<b>Fund: 010 - GRANT FUND</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
CARD SERVICE CENTER	72618	ENDING W/0057 7/17 - 18/	MISCELLANEOUS--OTHER	010-1000-4850	12.78
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>12.78</b>
<b>Department : 7700 - SH130</b>					
JONES & CARTER, INC.	0269273	SERVICES FROM 3/1 - 7/28/1	SH130 Project Fees	010-7700-4070	10,766.41
<b>Department 7700 - SH130 Total:</b>					<b>10,766.41</b>
<b>Fund 010 - GRANT FUND Total:</b>					<b>10,779.19</b>
<b>Fund: 015 - LEOSE-Constables</b>					
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
MICHAEL BELL	72318	HUNTSVILLE 7/16 - 20/18	Training-LEOSE-Constable #3	015-4323-4810	765.05
<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>					<b>765.05</b>
<b>Department : 4324 - CONSTABLES - PCT 4</b>					
JOHN JUAREZ	72318	TRAINING - 7/15 - 20/18 HU	Training-LEOSE-Constable #4	015-4324-4810	149.66
<b>Department 4324 - CONSTABLES - PCT 4 Total:</b>					<b>149.66</b>
<b>Fund 015 - LEOSE-Constables Total:</b>					<b>914.71</b>
<b>Fund: 019 - ADR System Fund</b>					
CENTRAL TEXAS ALTERNATIV	8032018	MONTHLY PAYMENT FOR JU	DRC Program Fees	019-4000-0400	635.00
<b>Fund 019 - ADR System Fund Total:</b>					<b>635.00</b>
<b>Grand Total:</b>					<b>325,043.76</b>



## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	155,490.48
002 - UNIT ROAD FUND	156,804.38
005 - LAW LIBRARY FUND	420.00
010 - GRANT FUND	10,779.19
015 - LEOSE-Constables	914.71
019 - ADR System Fund	635.00
<b>Grand Total:</b>	<b>325,043.76</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	62.76
001-1281	I TICKETS - NET DATA (n	1,574.00
001-1370	POSTAGE INVENTORY	1,500.00
001-2130-2070	EMPLOYEE BONDING	350.00
001-2130-3110	OFFICE SUPPLIES	292.68
001-2130-4110	PROFESSIONAL SERVICE	40.12
001-2140-3110	OFFICE SUPPLIES	37.36
001-2140-4110	PROFESSIONAL SERVICE	2,095.07
001-2140-4260	TRANSPORTATION	166.77
001-2150-3110	OFFICE SUPPLIES	927.92
001-2150-4810	TRAINING	125.00
001-2300	DUE TO PARKS & WILDLI	340.00
001-2835	DUE TO GRAVES, HUMP	5,566.95
001-3200-3050	DUES & SUBSCRIPTIONS	60.00
001-3200-3110	OFFICE SUPPLIES	791.83
001-3200-4130	TRIAL EXPENSE	197.98
001-3200-4260	TRANSPORTATION	146.16
001-3200-4315	PUBLICATIONS	544.00
001-3220-3110	OFFICE SUPPLIES	428.64
001-3220-4810	TRAINING	125.00
001-3230-3110	OFFICE SUPPLIES	62.00
001-3230-4020	VISITING JUDGES	3,902.58
001-3230-4080	ADULT - ATTY LITIGATIO	105.00
001-3230-4160	ADULT - INDIGENT ATTO	9,243.90
001-3230-4260	TRANSPORTATION	40.28
001-3240-4080	ADULT - ATTY LITIGATIO	45.49
001-3240-4160	ADULT - INDIGENT ATTO	9,027.00
001-3240-4180	JUVENILE - INDIGENT AT	975.00
001-3251-3110	OFFICE SUPPLIES	629.41
001-3252-3110	OFFICE SUPPLIES	245.00
001-3253-3110	OFFICE SUPPLIES	577.89
001-3254-3110	OFFICE SUPPLIES	245.00
001-4000-0610	CONSTABLE-PCT. 1	2,079.00
001-4300-3120	POSTAGE	226.06
001-4300-3130	OPERATING SUPPLIES	4,411.77
001-4300-4110	PROFESSIONAL SERVICE	594.05
001-4300-4260	TRANSPORTATION	10,474.80
001-4300-4420	TELEPHONE	37.99
001-4300-4610	RENTALS	99.73
001-4300-4810	TRAINING	1,677.71
001-4310-3100	FOOD SUPPLIES	31,929.59
001-4310-3130	OPERATING SUPPLIES	3,822.92
001-4310-4110	PROFESSIONAL SERVICE	4,551.20
001-4310-4122	INMATE MEDICATION	14,158.60
001-4310-4135	EMPLOYEE PHYSICALS	350.00
001-4310-4260	TRANSPORTATION	1,461.73
001-4310-4510	REPAIRS & MAINTENAN	1,666.22
001-4310-4810	TRAINING	710.18
001-4321-3110	OFFICE SUPPLIES	6.25

## Account Summary

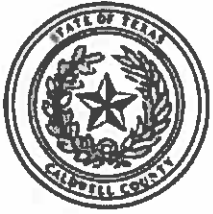
Account Number	Account Name	Expense Amount
001-4321-4260	TRANSPORTATION	419.17
001-4321-4510	REPAIRS & MAINTENAN	27.00
001-4321-5310	MACHINERY AND EQUIP	99.90
001-4322-4260	TRANSPORTATION	329.30
001-4323-4260	TRANSPORTATION	483.58
001-4324-4260	TRANSPORTATION	361.99
001-4324-5310	MACHINERY AND EQUIP	69.90
001-4325-4610	RENTALS	287.50
001-6510-3110	OFFICE SUPPLIES	145.82
001-6510-4110	PROFESSIONAL SERVICE	3,648.41
001-6510-4425	FAX & INTERNET	4,376.81
001-6510-4510	REPAIRS & MAINTENAN	412.50
001-6510-4610	RENTALS	3,488.44
001-6510-4860	CONTINGENCY	3,956.40
001-6520-3130	OPERATING SUPPLIES	1,984.84
001-6520-3140	UNIFORMS	81.03
001-6520-3500	JP3 SIMON BUILDING-M	247.41
001-6520-3510	LULING ANNEX	140.73
001-6520-3550	JUDICIAL CENTER-LOCK	335.18
001-6520-3560	JP1/DRC BUILDING-LOC	791.26
001-6520-3600	BUILDING MAINTENANC	5.99
001-6520-4260	TRANSPORTATION	836.09
001-6520-4510	REPAIRS & MAINTENAN	121.43
001-6520-4527	CONTRACTED SERVICES	20.00
001-6520-5120	CALDWELL CO. COURTH	641.89
001-6550-3115	Ballot Supplies	775.37
001-6550-4310	ADVERTISING AND LEGA	481.25
001-6550-4510	REPAIRS & MAINTENAN	3,600.00
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-3110	OFFICE SUPPLIES	29.99
001-6560-3120	POSTAGE	8.50
001-6560-4310	ADVERTISING AND LEGA	245.12
001-6600-4110	Professional Services	1,307.50
001-6640-4260	TRANSPORTATION	230.22
001-6650-4260	TRANSPORTATION	738.16
001-6650-4510	REPAIRS & MAINTENAN	21.07
001-6650-4800	EMERGENCY OPERATIO	232.67
001-7610-3110	OFFICE SUPPLIES	82.62
001-7610-4260	TRANSPORTATION	61.61
001-7630-4155	1115 WAIVER PAYMENT	3,960.20
001-8700-3120	POSTAGE	13.65
001-8700-4251	MILEAGE REIMB- ADH D	71.50
001-8700-4260	TRANSPORTATION	1,539.89
002-1101-2140	UNIFORMS	3,134.41
002-1101-3116	CULVERT PIPE	550.65
002-1101-3130	OPERATING SUPPLIES	806.17
002-1101-3135	Designated for Road Co	68,524.12
002-1101-3143	FLEX BASE MATERIALS	17,913.00
002-1101-3153	AGGREGATE / GRAVEL	30,498.72
002-1101-3163	FUEL	10,965.77
002-1101-3181	SIGNS	1,360.00
002-1101-3190	TIRES	1,811.87
002-1101-4610	RENTALS	266.92
002-1101-4630	SEAL COATING	2,540.48
002-1101-4640	VEGETATION MANAGE	8,100.00
002-1102-3136	SUPPLIES & SMALL TOO	3,755.77
002-1102-4510	REPAIRS & MAINTENAN	4,771.67
002-1103-2140	UNIFORMS	300.54

**Account Summary**

Account Number	Account Name	Expense Amount
002-1103-3135	OPERATING SUPPLIES	1,504.29
005-1000-5910	OTHER CAPITAL OUTLAY	420.00
010-1000-4850	MISCELLANEOUS--OTHE	12.78
010-7700-4070	SH130 Project Fees	10,766.41
015-4323-4810	Training-LEOSE-Constabl	765.05
015-4324-4810	Training-LEOSE-Constabl	149.66
019-4000-0400	DRC Program Fees	635.00
	<b>Grand Total:</b>	<b>325,043.76</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	325,043.76
<b>Grand Total:</b>	<b>325,043.76</b>



Caldwell County, TX

# Payment Register

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01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

<b>Vendor Number</b> <u>PUBAGE</u>	<b>Vendor Name</b> AEGEAN, LLC					<b>Total Vendor Amount</b> 525.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>225998</u>	CLEVELAND DOMINY/SEMINAR ID # 15271 1/29 - 2/2/18	01/30/2018	08/13/2018	08/08/2018   525.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   525.00

<b>Vendor Number</b> <u>AERDYN</u>	<b>Vendor Name</b> AERODYNAMICS AIRCONDITIONING & REFRIG.					<b>Total Vendor Amount</b> 370.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>1133</u>	ANNEX A - FOUND BAD RUN CAPICATOR	07/17/2018	08/13/2018	08/08/2018   370.00
		<u>1135</u>	RT # 15 FOUND CLOGGED FILTER DRIER	07/24/2018	08/13/2018	08/08/2018   370.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   100.00
						0.00   270.00

<b>Vendor Number</b> <u>AMAERW</u>	<b>Vendor Name</b> AMANDA ERWIN					<b>Total Vendor Amount</b> 1,575.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>17-073</u>	CAUSE # 17-073 WENDELL HOLT	07/25/2018	08/13/2018	08/08/2018   1,575.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   1,575.00

<b>Vendor Number</b> <u>ANIMAN</u>	<b>Vendor Name</b> ANITA MANCINI-MICHELL					<b>Total Vendor Amount</b> 350.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>142</u>	PSYC EVAL - GOMEZ, N & CRABB, M	07/24/2018	08/13/2018	08/08/2018   350.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   350.00

<b>Vendor Number</b> <u>APPCON</u>	<b>Vendor Name</b> APPLIED CONCEPTS, INC.					<b>Total Vendor Amount</b> 287.50
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>332154</u>	COUNTING UNIT AUGUST 2018 BILLING	08/01/2018	08/13/2018	08/08/2018   287.50
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   287.50

<b>Vendor Number</b> <u>ASCO</u>	<b>Vendor Name</b> ASSOCIATED SUPPLY COMPANY, INC					<b>Total Vendor Amount</b> 2,476.72
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>SERVICE ORDER: SW000878</u>	CUST # BP0068193 SERVICE CALL	07/27/2018	08/13/2018	08/08/2018   2,476.72
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   2,476.72

<b>Vendor Number</b> <u>ATO189</u>	<b>Vendor Name</b> AT&T					<b>Total Vendor Amount</b> 4,376.81
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>8012018</u>	ACCT # 512 A13-0189 725 3 7/05 - 8/4/18	07/05/2018	08/13/2018	08/08/2018   4,376.81
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   4,376.81

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Vendor Number	Vendor Name					Total Vendor Amount
<u>ATCINT</u>	ATCO INTERNATIONAL					167.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	167.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>10512495</u>	CUST ID: 126786 SEEK N' DESTROY	07/24/2018	08/13/2018	0.00	167.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>AUSFLA</u>	AUSTIN FLAG AND FLAGPOLE					93.76
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	93.76
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>50004</u>	TEX FLAGS	08/03/2018	08/13/2018	0.00	93.76	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>B-ALER</u>	B-ALERT SECURITY SYSTEMS					25.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	25.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>330364</u>	CUST ID: 677 JP 3 AUG 2018	08/01/2018	08/13/2018	0.00	25.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BARMOL</u>	BARBARA MOLINA					950.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	950.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>44498</u>	CAUSE # 44498 CONNIE RAMIREZ	06/27/2018	08/13/2018	0.00	500.00	
<u>46769</u>	CAUSE # 46769 MARIA JESSICA MARTINEZ	06/28/2018	08/13/2018	0.00	450.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					400.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	400.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>27-06-2018</u>	PERIOD COVERED JUNE 2018	07/09/2018	08/13/2018	0.00	400.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BOWMAN</u>	BOWMAN CONSULTING GROUP LTD					1,307.50
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	110.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>070004-44-003</u>	PROJECT # 070004-44-003 MURPHY RANCH SECTION 2	06/30/2018	08/13/2018	0.00	110.00	
Check					08/08/2018	110.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>070004-65-001</u>	PROJECT # 070004-65-001 DON'S FISH CAMP	06/30/2018	08/13/2018	0.00	110.00	
Check					08/08/2018	495.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>255355</u>	PROJ # 070004-01-001 SUBDIVISION & PLATS	06/30/2018	08/13/2018	0.00	495.00	
Check					08/08/2018	262.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>255357</u>	PROJECT # 070004-06-001 TEXAS STATE TUBES FLOODPI	06/30/2018	08/13/2018	0.00	262.50	
Check					08/08/2018	55.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>255361</u>	PROJECT # 070004-22-002 LYTTON HILLS PRELIMINARY	06/30/2018	08/13/2018	0.00	55.00	
Check					08/08/2018	275.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>255373</u>	PROJ #070004-68-001 HARTLAND RANCH PRELIMINARY PL	06/30/2018	08/13/2018	0.00	275.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.			88,977.60	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	88,977.60
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>94892</u>	ACCT # 1600 1700 FM 2720	07/16/2018	08/13/2018	0.00	17,913.00
<u>95047</u>	ACCT # 1600 1386/SUNFLOWER	07/23/2018	08/13/2018	0.00	71,064.60

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>BRIBAR</u>	BRIAN BARRINGTON			375.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	375.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>700448</u>	8 DOGS TO POUND	07/12/2018	08/13/2018	0.00	75.00
<u>919701</u>	ASSIST IN ANIMAL SIEZURE 7756 STATE PARK RD	07/27/2018	08/13/2018	0.00	300.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>CALAPP</u>	CALDWELL COUNTY APPRAISAL DIST			2,095.07	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	2,095.07
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>72018</u>	REIMBURSEMENT REQUEST FOR JULY 2018	08/03/2018	08/13/2018	0.00	2,095.07

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>AUTPAR</u>	CAPITOL AUTO PARTS			585.73	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	585.73
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>07LQ9679</u>	CUST # L10358 FILTER-AIR DOMESTIC	07/10/2018	08/13/2018	0.00	51.02
<u>07LR0692</u>	CUST # L10358 AIR FILTER - PARTS PLUS	07/12/2018	08/13/2018	0.00	98.71
<u>07LR1803</u>	CUST # L10358 DORMAN	07/16/2018	08/13/2018	0.00	89.84
<u>07LR3125</u>	CUST # L10358 BENDIX PREM PADS - CERAMIC	07/18/2018	08/13/2018	0.00	152.43
<u>07LR3139</u>	CUST # L10358 DRILLED & SLOTTED RTR PAIR	07/18/2018	08/13/2018	0.00	115.00
<u>07LR3141</u>	CUST # L10358 BENDIX BRAKE ROTOR	07/18/2018	07/18/2018	0.00	-93.98
<u>07LR4625</u>	CUST # L10358 LIMITED SLIP SUPP	07/20/2018	08/13/2018	0.00	97.51
<u>07LR6072</u>	CUST # L10358 OIL FILTER - PARTS PLUS	07/25/2018	08/13/2018	0.00	75.20

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>CARSER</u>	CARD SERVICE CENTER			1,355.49	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	1,355.49
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>544</u>	CARD ENDING W/ 0057 POSTAGE	07/25/2018	08/13/2018	0.00	1,065.18
<u>72618</u>	ENDING W/0057 7/17 - 18/18	07/26/2018	08/13/2018	0.00	290.31

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>CACHAL</u>	CARINE CHALFOUN			232.67	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	232.67
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>72018</u>	7/21 & 7/28/18 SUPPLIES	07/28/2018	08/13/2018	0.00	232.67

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE			492.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	492.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>16421</u>	POLICY # 72052538 ACCT # CALDW13 RAMIREZ, JOHN D	07/13/2018	08/13/2018	0.00	71.00
<u>16425</u>	POLICY # 63317145 ACCT # CALDW01 B. GONZALES	07/17/2018	08/13/2018	0.00	350.00
<u>16438</u>	POLICY # 72056527 ACCT # CALDW13 T. MEULLER	07/26/2018	08/13/2018	0.00	71.00

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Vendor Number	Vendor Name					Total Vendor Amount
<u>CENDJ5</u>	CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, I					635.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	635.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>8032018</u>	MONTHLY PAYMENT FOR JULY 2018	08/03/2018	08/13/2018	0.00	635.00	
<u>CENTEX</u>	CENTRAL TEXAS MEDICAL CENTER					877.91
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	877.91	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>MED RECORD # 6869599</u>	PAT CONTROL # 101841639 C.J.	01/25/2017	08/13/2018	0.00	877.91	
<u>CENREF</u>	CENTRAL TEXAS REFUSE, INC					100.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	100.40	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>130577</u>	ACCT # 020545 BILLING PERIOD: AUGUST 2018	08/01/2018	08/13/2018	0.00	100.40	
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC					163.93
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	163.93	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>9391</u>	PATIENT - TOSCA CANINE I/D 27.5 LB	06/11/2018	08/13/2018	0.00	78.29	
<u>9393</u>	PATIENT: TOSCA SENTINEL SPECTRUM 51-100 LBS EACH	06/11/2018	08/13/2018	0.00	85.64	
<u>CINTAS</u>	CINTAS CORPORATION #86					3,515.98
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	3,515.98	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>086765981</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	06/27/2018	08/13/2018	0.00	323.19	
<u>086765982</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	06/27/2018	08/13/2018	0.00	238.68	
<u>086765983</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	06/27/2018	08/13/2018	0.00	334.57	
<u>086770762</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	07/04/2018	08/13/2018	0.00	-256.41	
<u>086770763</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	07/04/2018	08/13/2018	0.00	100.41	
<u>086770764</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	07/04/2018	08/13/2018	0.00	186.84	
<u>086770774</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	07/04/2018	08/13/2018	0.00	73.14	
<u>086775673</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	07/11/2018	08/13/2018	0.00	323.19	
<u>086775674</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	07/11/2018	08/13/2018	0.00	242.68	
<u>086775675</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	07/11/2018	08/13/2018	0.00	186.84	
<u>086775680</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	07/11/2018	08/13/2018	0.00	75.80	
<u>086781103</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	07/18/2018	08/13/2018	0.00	323.19	
<u>086781105</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	07/18/2018	08/13/2018	0.00	222.45	
<u>086781106</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	07/18/2018	08/13/2018	0.00	181.07	
<u>086781117</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	07/18/2018	08/13/2018	0.00	75.80	
<u>086781127</u>	CONTRACT # 01681 ACCT # 09158 CUST # 09158	07/18/2018	08/13/2018	0.00	81.03	
<u>4007940395</u>	PAYER # 13243034 CAR WASH TOWEL	07/25/2018	08/13/2018	0.00	181.32	
<u>4007940397</u>	PAYER # 13243034	07/25/2018	08/13/2018	0.00	224.50	
<u>4007940412</u>	PAYER ID # 13243034 UNIF SHRT/LT GREY/CMRT/LS	07/25/2018	08/13/2018	0.00	321.89	
<u>4007940548</u>	PAYER # 13242165 FLEET SERVICE	07/25/2018	08/13/2018	0.00	75.80	
<u>CINFIR</u>	CINTAS FAS LOCKBOX 636525					163.08
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	163.08	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>5011122752</u>	RTE # LOC # 041F ROUTE 0089 CUST # 0010344330	07/13/2018	08/13/2018	0.00	163.08	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>CITEME</u>	CITY OF LOCKHART EMS					7,969.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	4,009.20	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1812603</u>	GONZALES, JOHN A DOB: 10/31/1994 DOS: 5/18/18	05/18/2018	08/13/2018	0.00	4,009.20	
Check				08/08/2018	3,960.20	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>188478</u>	ROQUE, PATRICK DOB: 7/12/1996 DOS: 4/06/18	04/06/2018	08/13/2018	0.00	3,960.20	
<u>LULFIR</u>	CITY OF LULING					100.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	100.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>740</u>	BULK WATER DEPOSIT B1	07/18/2018	08/13/2018	0.00	100.00	
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK					2,882.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	2,882.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>08-FL 253</u>	CAUSE # 08-FL-253 J.D.C.	07/30/2018	08/13/2018	0.00	187.50	
<u>10-230</u>	CAUSE # 10-230 CODY PARR	07/16/2018	08/13/2018	0.00	300.00	
<u>16-FL-046</u>	CAUSE # 16-FL-046 A.J.B-F. / A.R.B.-F.	07/30/2018	08/13/2018	0.00	300.00	
<u>17-171</u>	CAUSE # 17-171 ALBERT CABRAL	07/19/2018	08/13/2018	0.00	660.00	
<u>2618-17CC 1</u>	CAUSE # 2618-17CC R.N.W.	07/27/2018	08/13/2018	0.00	125.00	
<u>2659-17CC</u>	CAUSE # 2659-17CC / 2669-17CC J.R.K.	07/27/2018	08/13/2018	0.00	100.00	
<u>45458</u>	CAUSE # 45458 BRYAN LEE ROBERTS	07/10/2018	08/13/2018	0.00	1,210.00	
<u>COLWIS</u>	COLIN WISE					1,730.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,730.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2662-17CC</u>	CAUSE # 2662-17CC / 2689-18CC J.M.H.	07/27/2018	08/13/2018	0.00	150.00	
<u>2685-18CC 1</u>	CAUSE # 2685-18CC M.A.R.	07/27/2018	08/13/2018	0.00	250.00	
<u>2690-18CC</u>	CAUSE # 2690-18CC N.I.S.	07/27/2018	08/13/2018	0.00	150.00	
<u>43,748</u>	CAUSE # 43748 MARGARITA CONTERES	06/27/2018	08/13/2018	0.00	350.00	
<u>46,799</u>	CAUSE # 46,799 GERARDE PARTIDA	06/28/2018	08/13/2018	0.00	250.00	
<u>46668</u>	CAUSE # 46608 RAWL CASTCO	07/16/2018	08/13/2018	0.00	580.00	
<u>COLMAT</u>	COLORADO MATERIALS, LTD.					30,498.72
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	30,498.72	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>253251</u>	CUST # 1405 MISTY LN	07/16/2018	08/13/2018	0.00	15,397.32	
<u>253561</u>	CUST # 1405 MISTY LN	07/23/2018	08/13/2018	0.00	15,101.40	
<u>COMTRE</u>	COMAL COUNTY TREASURER'S OFFICE					3,902.58
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	3,902.58	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>71118</u>	12% FOR APRIL, MAY & JUNE 2018	07/11/2018	08/13/2018	0.00	3,902.58	



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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CONPHA</u>	CONTRACT PHARMACY SERVICES, INC.					14,158.60
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    14,158.60
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>4-235-18</u>	DATE OF SERVICE - APRIL 2018	04/30/2018	08/13/2018	0.00	4,663.51	
<u>5-235-18</u>	DATE OF SERVICES - MAY 2018	05/31/2018	08/13/2018	0.00	9,495.09	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CDCAT</u>	COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS					125.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    125.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>216078</u>	TINA MORGAN FREEMAN ANNUAL MEMBERSHIP DUE (E	07/01/2018	08/13/2018	0.00	125.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DANMCC</u>	DAN MCCORMACK					655.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    655.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>46.462</u>	CAUSE # 46,462 RUBEN LUNA	06/25/2018	08/13/2018	0.00	655.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DANPET</u>	DANIELLE M. PETROSKY					355.80
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    355.80
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>5218</u>	MILEAGE FOR 5/10/18 - 5/17/18	06/16/2018	08/13/2018	0.00	57.01	
<u>5312018</u>	5/18 - 5/25/18	07/17/2018	08/13/2018	0.00	97.77	
<u>72418</u>	6/11 - 7/23/18 MILEAGE	08/03/2018	08/13/2018	0.00	201.02	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DARLAW</u>	DARLA LAW					166.77
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    166.77
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72018</u>	MONTH OF JULY 2018 MILAGE	07/31/2018	08/13/2018	0.00	166.77	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVERS</u>	DAVE ERSKINE					238.63
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    238.63
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72618</u>	FUEL INVOICE FOR HOUSTON TRIP TO P/U HUMVEE	07/26/2018	08/13/2018	0.00	85.00	
<u>ORDER ID: 298452480</u>	TCOLE EVENT REGISTRATION PAYMENT	07/16/2018	08/13/2018	0.00	153.63	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVBRO</u>	DAVID BROOKS, ATTORNEY AT LAW					100.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    100.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72018</u>	MONTH OF JULY 2018	07/30/2018	08/13/2018	0.00	100.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVCOL</u>	DAVID M COLLINS					540.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    540.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>17-146</u>	CAUSE # 17-146 / 17-203 DEONTE LAMAR TAYLOR	04/12/2018	08/13/2018	0.00	540.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVIMEN</u>	DAVID MENDOZA					500.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	500.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2642-17CC 1</u>	CAUSE # 2642-17CC A.S.	07/27/2018	08/13/2018	0.00	200.00	
<u>46605</u>	CAUSE # 46605 MELVIN HILL	06/19/2018	08/13/2018	0.00	300.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DELPRA</u>	DEL PRADO-DIETZ, PLLC					505.49
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	505.49	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>46545</u>	CAUSE # 46545 JASMINE FLORES	06/25/2018	08/13/2018	0.00	505.49	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DELCOM</u>	DELL MARKETING L.P.					3,956.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	3,956.40	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>10247786741</u>	CUST # 2120993 PROSUPPORT NEXT BUSINESS DAY ONS	06/12/2018	08/13/2018	0.00	3,956.40	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DEWPOT</u>	DEWITT POTH & SON					3,022.55
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	3,022.55	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>541853-0</u>	CUST # 12430 SPOTPAPER	07/05/2018	08/13/2018	0.00	208.50	
<u>542138-0</u>	CUST # 12430 PEN, GEL, G2, BOLD, BLAC, DZ	07/09/2018	08/13/2018	0.00	120.77	
<u>542237-0</u>	CUST # 12430 DVD+R, 4.7 GB, 16 X, 100	07/10/2018	08/13/2018	0.00	463.06	
<u>542503-0</u>	CUST # 12430 BOX, STORAGE, MED, 12PK	07/12/2018	08/13/2018	0.00	292.68	
<u>542539-0</u>	CUST # 12430 FLAGS, SET, SIGNHERE	07/12/2018	08/13/2018	0.00	82.62	
<u>542837-0</u>	CUST # 12430 SPOTPAPER - LETTER	07/17/2018	08/13/2018	0.00	208.50	
<u>542997-0</u>	CUST # 12430 BOOK, RECEIPT, 2PT, SPI	07/17/2018	08/13/2018	0.00	262.15	
<u>542997-1</u>	CUST # 12430 ROLLER, INK, CNM15D, BK	07/20/2018	08/13/2018	0.00	8.78	
<u>542998-0</u>	CUST # 12430 SPOTPAPER - LEGAL	07/18/2018	08/13/2018	0.00	161.00	
<u>543205-0</u>	CUST # 12430 FOLDER, FILE, LTR, 1/3,	07/19/2018	08/13/2018	0.00	332.89	
<u>543556-0</u>	CUST # 12430 FOLDER, FILE, LTR, 1/3	07/24/2018	08/13/2018	0.00	384.41	
<u>543958-0</u>	CUST # 12430	07/27/2018	08/13/2018	0.00	208.50	
<u>544145-0</u>	CUST # 12430 FILE, POCKET, LGL, 5.25	07/31/2018	08/13/2018	0.00	288.69	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ECOLAB</u>	ECOLAB					750.66
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	750.66	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0132048</u>	ACCT # 010054525 14 PLU AB ALL PUR 2.5 GAL	07/05/2018	08/13/2018	0.00	482.46	
<u>95384087</u>	CUST # 2243692 FIBERGLASS INTERLOCKING HANDLE - G	07/03/2018	08/13/2018	0.00	158.04	
<u>95393876</u>	CUST # 2243692 DUAL CAVITY BUCKET - YELLOW	07/12/2018	08/13/2018	0.00	110.16	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ELESYS</u>	ELECTION SYSTEMS & SOFTWARE INC.					775.37
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	775.37	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1052619</u>	ACCT # C04192 BALLOTS 6/30/18	07/11/2018	08/13/2018	0.00	775.37	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ELSLAC</u>	ELSIE LACY					20.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	20.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>71918</u>	DIST 10 4-H PLANNING	07/19/2018	08/13/2018	0.00	20.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>FARBRO</u>	FARMER BROTHERS. CO.					1,278.60
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,278.60	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>68157839</u>	ACCT # 6302473 ICE TEA / CAINS SUNNY CUP	07/06/2018	08/13/2018	0.00	699.80	
<u>68201302</u>	ACCT # 6302473 ICETE / COFF CAINS	07/19/2018	08/13/2018	0.00	578.80	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>FERJOS</u>	FERRIS JOSEPH PRODUCE, INC.					2,893.05
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	2,893.05	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>104810</u>	ICEBERG 24 CT	07/03/2018	08/13/2018	0.00	49.00	
<u>104816</u>	BANANAS EA	07/04/2018	08/13/2018	0.00	107.00	
<u>104836</u>	RED CABBAGE LB	07/06/2018	08/13/2018	0.00	392.80	
<u>104847</u>	25 LBS 6X6 COMBO	07/07/2018	08/13/2018	0.00	179.50	
<u>104861</u>	BANANAS EA	07/09/2018	08/13/2018	0.00	127.30	
<u>104871</u>	50 LB JUMBO YELLOW ONIONS	07/10/2018	08/13/2018	0.00	51.50	
<u>104878</u>	FUJI APPLIES 138 CT	07/11/2018	08/13/2018	0.00	49.00	
<u>104892</u>	JALAPENOS PER LB	07/12/2018	08/13/2018	0.00	39.75	
<u>104898</u>	ICEBERG 24 CT	07/13/2018	08/13/2018	0.00	211.00	
<u>104913</u>	BANANAS EA	07/14/2018	08/13/2018	0.00	202.30	
<u>104920</u>	ICEBERG 24 CT	07/16/2018	08/13/2018	0.00	111.00	
<u>104943</u>	BANANAS EA	07/18/2018	08/13/2018	0.00	91.50	
<u>104955</u>	RED CABBAGE LB	07/19/2018	08/13/2018	0.00	52.80	
<u>104962</u>	FUJI APPLES 138 CT	07/20/2018	08/13/2018	0.00	208.00	
<u>104976</u>	25 LB 6X6 TOMATOES CASE SPC	07/21/2018	08/13/2018	0.00	140.50	
<u>104985</u>	BANANAS EA	07/23/2018	08/13/2018	0.00	108.80	
<u>104997</u>	ROMAINE 24 CT CASE	07/24/2018	08/13/2018	0.00	77.00	
<u>105016</u>	BANANAS EA	07/26/2018	08/13/2018	0.00	72.30	
<u>105025</u>	ICEBERG 24 CT	07/27/2018	08/13/2018	0.00	332.50	
<u>105040</u>	25 LB 6X6 TOMATOES CASE SPC	07/28/2018	08/13/2018	0.00	169.50	
<u>105049</u>	BANANAS EA	07/30/2018	08/13/2018	0.00	120.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>FUEMAN</u>	FLEETCOR TECHNOLOGIES, INC					15,353.55
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	15,353.55	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>NP53827010</u>	ACCT # BG114286 6/26 - 7/29/18	07/30/2018	08/13/2018	0.00	15,353.55	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO					1,123.92
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,123.92	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1038387300</u>	CUST # 0040078309 OBSOL SAN 2 OZ	07/05/2018	08/13/2018	0.00	141.12	
<u>1038387411</u>	CUSTOMER # 0040078309 20" 7" FL TOR	07/10/2018	08/13/2018	0.00	366.48	
<u>1038387531</u>	CUST # 0040078309 MIC 20 7" FL TOR	07/17/2018	08/13/2018	0.00	365.76	
<u>1038387649</u>	CUST # 0040078309 MIC 20 7" FL TOR	07/24/2018	08/13/2018	0.00	250.56	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>FREAUS</u>	FREIGHTLINER OF AUSTIN					295.09
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	295.09	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>AP377071</u>	CUST # 1638 SCREW HEX HE	07/30/2018	08/13/2018	0.00	295.09	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER					1,160.27
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,160.27	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>093179</u>	CUST # 1010 MUD FLAP - CHEVRON	07/13/2018	08/13/2018	0.00	391.38	
<u>093180</u>	CUST # 1010 NAPAGOLD OIL FILTER	07/13/2018	08/13/2018	0.00	125.43	
<u>093181</u>	CUST # 1010 NAPAGOLD OIL FILTER	07/13/2018	08/13/2018	0.00	154.66	
<u>093182</u>	CUST # 1010 NAPAGOLD FUEL FILTER	07/13/2018	08/13/2018	0.00	190.01	
<u>093185</u>	CUST # 1010 BLISTER PACK CAPSULES	07/13/2018	08/13/2018	0.00	19.98	
<u>093219</u>	CUST # 1010 NAPAGOLD OIL FILTER	07/16/2018	08/13/2018	0.00	98.92	
<u>093310</u>	CUST # 1010 NAPAGOLD OIL FILTER	07/19/2018	08/13/2018	0.00	169.35	
<u>093447</u>	CUST # 1010 SPRING	07/24/2018	08/13/2018	0.00	10.54	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GONBUJ</u>	GONZALES BUILDING CENTER					1,554.64
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,554.64	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0738918</u>	CUST # CALD001 BROWN ROLL TOWELS	02/28/2018	02/28/2018	0.00	-83.10	
<u>INV0743872</u>	CUST # CALD001 TOWEL MULTI-FOLD 1-PLY NATURAL	04/05/2018	08/13/2018	0.00	466.47	
<u>INV0754077</u>	CUST # CAL001 BLEACH AUSTIN'S A-1 GAL	06/22/2018	08/13/2018	0.00	778.60	
<u>INV0756771</u>	CUST # CALD001 TOWELMULTI-FOLD WHITE 203R	07/12/2018	08/13/2018	0.00	392.67	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GOREQU</u>	GORDON'S EQUIPMENT					20.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	20.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>60122</u>	# 11 FILTER ELEMENT	07/17/2018	08/13/2018	0.00	20.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GRAING</u>	GRAINGER					813.76
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	813.76	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>9835240061</u>	ACCT # 8415240061 FLUORESCENT LINEAR LAMP	07/02/2018	08/13/2018	0.00	160.50	
<u>9847153906</u>	ACCT # 841505548 BATHROOM FAN, 110 CFM, 13., SA	07/16/2018	08/13/2018	0.00	381.67	
<u>9847667145</u>	ACCT # 841505548 SHEET, 90317 POLY, 1/8 IN T, 24X	07/16/2018	08/13/2018	0.00	54.05	
<u>9847830834</u>	ACCT # 841505548 KITCHEN & BATH SEALANT, 10.1 OZ,	07/16/2018	08/13/2018	0.00	12.76	
<u>9847872042</u>	ACCT # 841505548 CERAMIC FLOOR TILE INSTALLATION	07/16/2018	08/13/2018	0.00	32.80	
<u>9849152906</u>	ACCT # 841505548 JIG SAW KIT, ORBITAL CUTTING ACT	07/17/2018	08/13/2018	0.00	171.98	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>GHSLTD</u>	GRAVES, HUMPHRIES, STAHL, LTD					5,566.95
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	5,566.95	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72018</u>	JULY 2018 COLLECTIONS	08/03/2018	08/13/2018	0.00	5,566.95	

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<b>Vendor Number</b> GTDIST	<b>Vendor Name</b> GT DISTRIBUTORS, INC.					<b>Total Vendor Amount</b> 69.90
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 69.90		
<b>Payable Number</b> INV0666108	<b>Description</b> CUST # 003167 INNOVATIVE PRODUCTS MAGNETIC MIC	<b>Payable Date</b> 06/25/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 69.90	

<b>Vendor Number</b> H.SSER	<b>Vendor Name</b> H.S. SERVICES					<b>Total Vendor Amount</b> 1,290.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 1,290.00		
<b>Payable Number</b> 71454	<b>Description</b> EMP # 8 REPLACE TOOTH SHANK ON BUCKET	<b>Payable Date</b> 03/27/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 160.00	
<b>Payable Number</b> 71599	<b>Description</b> EMP # 9 MACHINE NEW BOSS AND PINS	<b>Payable Date</b> 05/08/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,130.00	

<b>Vendor Number</b> HANEQU	<b>Vendor Name</b> HANSON EQUIPMENT					<b>Total Vendor Amount</b> 671.28
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 671.28		
<b>Payable Number</b> 265998	<b>Description</b> # CAL001 FLAT TIRE REPAIR	<b>Payable Date</b> 07/06/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 17.00	
<b>Payable Number</b> 266037	<b>Description</b> # CAL001 MOUNT TIRE	<b>Payable Date</b> 07/09/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 11.25	
<b>Payable Number</b> 266060	<b>Description</b> # CAL001 MOUNT TIRE	<b>Payable Date</b> 07/09/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 22.50	
<b>Payable Number</b> 266075	<b>Description</b> # CAL001 PRESSURE WASH HOSE	<b>Payable Date</b> 07/10/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 132.00	
<b>Payable Number</b> 266080	<b>Description</b> # CAL001 WHEEL 15 X 5 5 X 5.5 WHITE SPOK	<b>Payable Date</b> 07/10/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 155.00	
<b>Payable Number</b> 266092	<b>Description</b> # CAL001 JIC 37 FEM SWIV	<b>Payable Date</b> 07/10/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 36.39	
<b>Payable Number</b> 266152	<b>Description</b> # CAL001 DEMON LOAD BINDER 3/8"	<b>Payable Date</b> 07/13/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 54.15	
<b>Payable Number</b> 266229	<b>Description</b> # CAL001 JIC 37 FEM SWIV	<b>Payable Date</b> 07/16/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 55.88	
<b>Payable Number</b> 266267	<b>Description</b> # CAL001 JIC 37 FEM SWIV	<b>Payable Date</b> 07/18/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 28.62	
<b>Payable Number</b> 266271	<b>Description</b> # CAL001 FACING 6.0" X 3.5"	<b>Payable Date</b> 07/18/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 58.64	
<b>Payable Number</b> 266299	<b>Description</b> # CAL001 5/16 - 18 X 1- 1/4	<b>Payable Date</b> 07/19/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 17.10	
<b>Payable Number</b> 266364	<b>Description</b> # CAL001 FLAT TIRE REPAIR	<b>Payable Date</b> 07/23/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 15.00	
<b>Payable Number</b> 266373	<b>Description</b> # CAL001 22.5 TIRE REPAIR	<b>Payable Date</b> 07/23/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 62.00	
<b>Payable Number</b> 266413	<b>Description</b> # CAL001 BUSHING II-III TL 2"	<b>Payable Date</b> 07/24/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5.75	

<b>Vendor Number</b> HOFSUP	<b>Vendor Name</b> HOFMANN'S SUPPLY					<b>Total Vendor Amount</b> 103.84
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 103.84		
<b>Payable Number</b> 833240	<b>Description</b> CUST # 01734 ACETYLENE SMALL	<b>Payable Date</b> 07/31/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 103.84	

<b>Vendor Number</b> HOLBUR	<b>Vendor Name</b> HOLLIS BURKLUND					<b>Total Vendor Amount</b> 815.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 815.00		
<b>Payable Number</b> 16-D-204	<b>Description</b> CAUSE # 16-D-204 MARIA LUISA ARRIETA CASAS	<b>Payable Date</b> 07/16/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 250.00	
<b>Payable Number</b> 46653	<b>Description</b> CAUSE # 46653 JORJE DAMIAN JAIMES	<b>Payable Date</b> 06/28/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 565.00	

<b>Vendor Number</b> HOLCAS	<b>Vendor Name</b> HOLT TRUCK CENTERS					<b>Total Vendor Amount</b> 22.53
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 08/08/2018	<b>Payment Amount</b> 22.53		
<b>Payable Number</b> P1MA0290608	<b>Description</b> CUST # 0203700 SEAL	<b>Payable Date</b> 07/17/2018	<b>Due Date</b> 08/13/2018	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 22.53	

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<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>FARPLA</u>	JOHN DEERE FINANCIAL			145.88
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	145.88
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>1805-117390</u>	ACCT # 1-99 CHAIN SAW - 12"	05/31/2018	08/13/2018	0.00 45.93
<u>1807-153090</u>	ACCT # 1-99 POST MAILBX WILLIAMBURG	07/26/2018	08/13/2018	0.00 19.99
<u>1807-156161</u>	ACCT # 1-99 LINE TRIMR .105 JPROF 165'	07/31/2018	08/13/2018	0.00 79.96

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JR'SAU</u>	JOHN H. RODRIQUEZ, JR.			120.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	120.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>010370</u>	REPLACE TRACTOR MIRROR	07/13/2018	08/13/2018	0.00 120.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JOHJUA</u>	JOHN JUAREZ			149.66
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	149.66
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>72318</u>	TRAINING - 7/15 - 20/18 HUNTSVILLE	07/23/2018	08/13/2018	0.00 149.66

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JOHBUT</u>	JOHN S BUTLER			750.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	750.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>06-076</u>	CAUSE # 06-076 / 07-289 KRISTOPHER FENNELL	07/17/2018	08/13/2018	0.00 750.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JONCAR</u>	JONES & CARTER, INC.			10,766.41
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	10,766.41
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>0269273</u>	SERVICES FROM 3/1 - 7/28/18	07/25/2018	08/13/2018	0.00 10,766.41

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>10-8VID</u>	JUBAL RAGSDALE			99.90
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	99.90
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>7807</u>	DESK CHARGING BASE	07/30/2018	08/13/2018	0.00 99.90

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JUDBOH</u>	JUDITH BOHR			421.40
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	421.40
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>18-FL-034_1</u>	CAUSE # 18- FL-034 J.J.U. & H.L.D.	07/26/2018	08/13/2018	0.00 421.40

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>
<u>JULZIM</u>	JULIE ZIMMERMAN			1,487.61
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>
Check			08/08/2018	924.98
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>71718</u>	ESP TEXAS ALPHA ZETA CHAPTER6/02 - 5/18	07/17/2018	08/13/2018	0.00 230.47
Check			08/08/2018	562.63
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b> <b>Payable Amount</b>
<u>71918</u>	TCAA 7/8 & 11/18	07/19/2018	08/13/2018	0.00 562.63

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					08/08/2018	924.98
	<u>7192018</u>	TX 4-H ROUNDUP 7/12 - 13/18	07/19/2018	08/13/2018	0.00	123.00
	<u>72018</u>	TEXAS 4-H ROUNDUP 6/11 - 15/18	07/17/2018	08/13/2018	0.00	571.51
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KIMBRO</u>	KIMBEL L. BROWN					1,000.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	1,000.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>46526</u>	CAUSE # 46526 PAUL ALEXANDER NUNEZ		07/03/2018	08/13/2018	0.00	1,000.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>KLEAND</u>	KLEON C. ANDREADIS					1,200.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	1,200.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>2018-067</u>	CAUSE # 2018-067 TIMOTHY GOMEZ		07/30/2018	08/13/2018	0.00	750.00
<u>2018-147</u>	CAUSE # 2018-147 JEFFREY WILLIAMS		07/30/2018	08/13/2018	0.00	450.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LARRAS</u>	LARRY O. RASCO					430.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	430.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>46,292</u>	CAUSE # 46,292 FRANCISCO BLIZALDE		07/10/2018	08/13/2018	0.00	430.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LEXRIS</u>	LEXISNEXIS RISK DATA MANAGEMENT					50.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	50.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>1623451-20180731</u>	ACCT # 1623451-20180731 JULY 2018		07/31/2018	08/13/2018	0.00	50.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LINDID</u>	LINDA DIDRIKSON					55.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	55.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>72018</u>	TRAVEL EXPENSE 7/15 - 17/18		08/03/2018	08/13/2018	0.00	55.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LIVFEE</u>	LIVENGOOD FEED STORE					197.47
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	197.47
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>LQINV000162492</u>	ACCT # 1C250		03/17/2018	08/13/2018	0.00	197.47
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCTRU</u>	LOCKHART - TRUE VALUE					450.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					08/08/2018	450.00
<b>Payable Number</b>	<b>Description</b>		<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>023898/1</u>	ACCT # 11239 FIELD INV SPRAY		06/04/2018	08/13/2018	0.00	23.16
<u>24414 /1</u>	CUST# 11239 SCREWS, NUTS, & BOLTS		07/12/2018	08/13/2018	0.00	5.99
<u>24453 /1</u>	CUST # 11239 DOUBLE SIDE TAPE 1/2 X 450"		07/16/2018	08/13/2018	0.00	8.08
<u>24459 /1</u>	CUST # 11239 SASH LOCK CRES 2-1/2 WHT		07/16/2018	08/13/2018	0.00	26.26
<u>24460 /1</u>	CUST # 11239 XL DEX GLOVE		07/16/2018	08/13/2018	0.00	28.99
<u>24472 /1</u>	CUST # 11239 SMALL ENGINE PARTS		07/17/2018	08/13/2018	0.00	30.96
<u>24483 /1</u>	CUST # 11239 LED EXIT SIGN		07/17/2018	08/13/2018	0.00	32.99
<u>24514 /1</u>	CUST # 11239 COVER BOX SGL BLANK		07/18/2018	08/13/2018	0.00	10.55
<u>24515 /1</u>	CUST # 11239 CLEANED CARB		07/18/2018	08/13/2018	0.00	54.48

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Payment Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>24540 /1</u>	CUST # 11239 LINE TRIMR .095 PROF 100'	07/20/2018	08/13/2018	0.00	31.98
<u>24573 /1</u>	CUST # 11239 SCREEN FIBER 36 X 84" CHAR	07/23/2018	08/13/2018	0.00	11.48
<u>24588 /1</u>	CUST # 11239 BATTERY ALKLN DURA 9V CD2	07/24/2018	08/13/2018	0.00	37.96
<u>24627 /1</u>	CUST # 11239 SMALL ENGINE PARTS	07/25/2018	08/13/2018	0.00	3.73
<u>24638 /1</u>	CUST # 11239 SMALL ENGINE PARTS	07/26/2018	08/13/2018	0.00	64.87
<u>24654 /1</u>	CUST # 11239 SCREWS, NUTS, BOLTS	07/26/2018	08/13/2018	0.00	8.56
<u>24709 /1</u>	CUST # 11239 SMALL ENGINE PARTS	07/31/2018	08/13/2018	0.00	69.96

**Vendor Number** Vendor Name **Total Vendor Amount**  
LOCMOT LOCKHART MOTOR CO.,INC. 918.56

**Payment Type** **Payment Number** **Payment Date** **Payment Amount**  
 Check 08/08/2018 918.56

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>T44288</u>	CUST # 3810 VALVE - AIR CONDITION	07/20/2018	08/13/2018	0.00	39.64
<u>T44296</u>	CUST # 3810 SHAFT ASY - REAR AXLE	07/23/2018	08/13/2018	0.00	346.50
<u>T44327</u>	CUST # 3810 INSULATOR	07/31/2018	08/13/2018	0.00	532.42

**Vendor Number** Vendor Name **Total Vendor Amount**  
LOCPOS LOCKHART POST REGISTER 714.49

**Payment Type** **Payment Number** **Payment Date** **Payment Amount**  
 Check 08/08/2018 714.49

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>000851115</u>	ORDER OF SPECIAL ELECTION 6/07/18	06/07/2018	08/13/2018	0.00	481.25
<u>00085172</u>	6/28 & 7/05/18 NOTICE OF INTENTION	06/28/2018	08/13/2018	0.00	193.12
<u>00085358</u>	7/26 & 8/02/18 NOTICE OF SETTING SALARIES	07/26/2018	08/13/2018	0.00	40.12

**Vendor Number** Vendor Name **Total Vendor Amount**  
LOWE'S LOWE'S COMPANIES, INC. 167.50

**Payment Type** **Payment Number** **Payment Date** **Payment Amount**  
 Check 08/08/2018 167.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>967655</u>	ACCT # 9900 0818510 SCREEN FRAME BROWN 5/16 IN	07/19/2018	08/13/2018	0.00	167.50

**Vendor Number** Vendor Name **Total Vendor Amount**  
JCOJAN M.B. HAMMO ENTERPRISES, LLC 2,427.98

**Payment Type** **Payment Number** **Payment Date** **Payment Amount**  
 Check 08/08/2018 2,427.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5260</u>	TOILET PAPER REGULAR / ROSES	07/05/2018	08/13/2018	0.00	669.35
<u>5289</u>	TOILET PAPER REGULAR / ROSES	07/11/2018	08/13/2018	0.00	736.13
<u>5332</u>	TOILET PAPER REGULAR/ ROSES	07/18/2018	08/13/2018	0.00	464.32
<u>5364</u>	TOILET PAPER REGULAR / ROSES	07/25/2018	08/13/2018	0.00	558.18

**Vendor Number** Vendor Name **Total Vendor Amount**  
NEOFUN MAILROOM FINANCE, INC. 1,776.31

**Payment Type** **Payment Number** **Payment Date** **Payment Amount**  
 Check 08/08/2018 1,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>71018</u>	ACCT # 7900 0440 8010 9295 LOCATION 110 S. MAIN	07/10/2018	08/13/2018	0.00	1,500.00

**Check** **Payment Date** **Payment Amount**  
 08/08/2018 212.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>71218</u>	ACCT # 7900 0440 8052 6951 6/21 - 7/03/18	07/12/2018	08/13/2018	0.00	212.31

**Check** **Payment Date** **Payment Amount**  
 08/08/2018 64.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>Q-00198599</u>	300 PK METER TAPES DOUBLE LBL	07/27/2018	08/13/2018	0.00	64.00



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Vendor Number	Vendor Name					Total Vendor Amount
<u>NEOTEX</u>	MAILROOM FINANCE, INC.					81.82
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	81.82	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>LOCKHART00000001129482</u>	ACCT # 7900 0440 8010 9295	07/10/2018	08/13/2018	0.00	81.82	
<u>ARGSEC</u>	METROPLEX CONTROL SYSTEMS, INC					412.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	412.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>199024</u>	CUST ID: CALDW01 TRAVEL PLUS LABOR	06/30/2018	08/13/2018	0.00	412.50	
<u>MICBEL</u>	MICHAEL BELL					765.05
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	765.05	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72318</u>	HUNTSVILLE 7/16 - 20/18	07/23/2018	08/13/2018	0.00	765.05	
<u>MICTAY</u>	MICHAEL TAYLOR					40.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	40.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>13647-2</u>	TNOA DUES	07/12/2018	08/13/2018	0.00	40.00	
<u>MILUNI</u>	MILLER UNIFORMS & EMBLEMS, INC.					1,660.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	1,660.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>116048</u>	ACCT # 73 BING LOWE	07/23/2018	08/13/2018	0.00	830.00	
<u>116197</u>	ACCT # 73 RICARDO CALDERON	07/25/2018	08/13/2018	0.00	830.00	
<u>MONSHE</u>	MONTGOMERY COUNTY SHERIFF'S OFFICE					15.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	15.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>7062018</u>	K. MCCONNEL / J. BAUMAN / BING LOWE 3 - 5/2018	07/06/2018	08/13/2018	0.00	15.00	
<u>NATTOW</u>	NATIONAL ASSOCIATION OF TOWN WATCH					164.05
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	164.05	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>NN08373</u>	ORDER # 12902 BANNER - OCTOBER DATE	06/21/2018	08/13/2018	0.00	164.05	
<u>NEOPOS</u>	NEOPOST USA INC					662.98
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	322.30	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>N7231445</u>	CUST # 01054254 COVERAGE 7/11 - 8/10/18 CCJC	07/09/2018	08/13/2018	0.00	322.30	
Check				08/08/2018	340.68	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>N7240609</u>	CUST # 01054254 COVERAGE 5/15 - 8/14/18	07/13/2018	08/13/2018	0.00	340.68	

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Vendor Number Vendor Name Total Vendor Amount  
 NETDAT NET DATA 2,554.00

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 980.00  
 Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
19062 CLIENT CODE: CAL 900532 CREDIT CARD READER 05/21/2018 08/13/2018 0.00 980.00

Check 08/08/2018 1,574.00  
 Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
72018 ITICKETS FOR JULY 2018 08/03/2018 08/13/2018 0.00 1,574.00

Vendor Number Vendor Name Total Vendor Amount  
 OFFIDE OFFICE DEPOT 403.15

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 403.15

Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
156945755001 ACCT # 43682634 TRIMMER, LIGHTWEIGHT, 12 IN 06/28/2018 08/13/2018 0.00 37.79  
156947777001 ACCT # 43682634 WASTEBASKET, 28 QT BLK 06/28/2018 08/13/2018 0.00 27.23  
157954652001 ACCT # 43682634 BOARD, QUART, DE, MAG, VALU 06/29/2018 08/13/2018 0.00 41.99  
157954836001 ACCT # 43682634 USB, 3.0 PRO, 32 GB, 5 PK 07/02/2018 08/13/2018 0.00 40.66  
159837878001 ACCT # 43682634 100 PK CD/DVD PAPER 07/03/2018 08/13/2018 0.00 6.87  
159837879001 ACCT # 43682634 CD-R, 80MIN, SPINDLE, 50 PK 07/05/2018 08/13/2018 0.00 14.70  
162481040001 ACCT # 43682634 NOTE OD 3X5, YLW 07/12/2018 08/13/2018 0.00 50.60  
162963604001 ACCT # 43682634 ENVELOPE, CLASP, KRAFT, 6X9 07/12/2018 08/13/2018 0.00 60.68  
164198769001 ACCT # 43682634 TWO TONE EXP 13PKT FILE 07/16/2018 08/13/2018 0.00 55.10  
166003938001 ACCT # 43682634 FILE, STOR., LTR, ECONO 07/18/2018 08/13/2018 0.00 67.53

Vendor Number Vendor Name Total Vendor Amount  
 OFFATT OFFICE OF THE ATTORNEY GENERAL 2,079.00

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 2,079.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
RW41639 REFUND DIRECT DEPOSITS DOCUMENT # 98203063 07/24/2018 08/13/2018 0.00 2,079.00

Vendor Number Vendor Name Total Vendor Amount  
 OILCIT OIL CITY TOWING 245.00

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 245.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
1409 2003 INFINITY FX35 - BLACK 07/19/2018 08/13/2018 0.00 245.00

Vendor Number Vendor Name Total Vendor Amount  
 OMNSAN OMNI SAN ANTONIO HOTEL AT THE COLONNADE 579.08

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 579.08

Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
40033427333 DONNA HOEHNE - 10/15 - 19/18 07/25/2018 08/13/2018 0.00 579.08

Vendor Number Vendor Name Total Vendor Amount  
 O'REIL O'REILLY AUTOMOTIVE, INC. 340.94

Payment Type Payment Number Payment Date Payment Amount  
 Check 08/08/2018 340.94

Payable Number Description Payable Date Due Date Discount Amount Payable Amount  
0642-208372 CUST #188092 VOLT REGLTR 05/30/2018 08/13/2018 0.00 21.07  
0642-209844 CUST # 188092 FLEETRUNNER 06/07/2018 08/13/2018 0.00 39.35  
0642-209932 CUST # 188092 MICRO-V BELT 06/07/2018 08/13/2018 0.00 126.15  
0642-210166 ACCT # 188092 NEW MSTR CYL 06/08/2018 08/13/2018 0.00 61.81  
0642-210603 CUST # 188092 NEW MSTR CYL 06/11/2018 06/11/2018 0.00 -54.43  
0642-211997 CUST # 188092 OIL FILTER 06/19/2018 08/13/2018 0.00 29.32  
0642-212028 CUST # 188092 THERMOSTAT 06/19/2018 08/13/2018 0.00 41.75  
0642-212034 CUST # 188092 THERMOSTAT 06/19/2018 08/13/2018 0.00 10.76  
0642-212280 CUST # 188092 RADIATOR CAP 06/21/2018 08/13/2018 0.00 -11.58

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<u>0642-213407</u>	CUST # 188092 SHIFTER CABLE	06/27/2018	08/13/2018	0.00	125.47
<u>0642-213751</u>	CUST # 188092 TAPE ASST	06/29/2018	08/13/2018	0.00	8.98
<u>0642-215434</u>	ACCT # 188092 BATTERY	07/09/2018	08/13/2018	0.00	140.94
<u>0642-215437</u>	ACCT # 188092 CABIN FILTER	07/09/2018	08/13/2018	0.00	13.74
<u>0642-215439</u>	CUST # 188092 U-JOINT	07/09/2018	08/13/2018	0.00	16.52
<u>0642-215936</u>	ACCT # 188092 LIGHT	07/12/2018	07/12/2018	0.00	-275.83
<u>0642-215958</u>	CUST # 188092 BATTERY	07/12/2018	08/13/2018	0.00	59.07
<u>0642-215964</u>	CUST # 188092 CORE RETURN	07/12/2018	07/12/2018	0.00	-10.00
<u>0642-216700</u>	ACCT # 188092 GASKET MAKER	07/16/2018	08/13/2018	0.00	18.98
<u>0642-216900</u>	CUST # 188092 FILTER WRNCH	07/17/2018	08/13/2018	0.00	5.89
<u>0642-216917</u>	CUST # 188092 3 OZ LEAKDTECT	07/17/2018	08/13/2018	0.00	22.97
<u>0642-216923</u>	CUST # 188092 ADAPTER SET	07/17/2018	08/13/2018	0.00	29.98
<u>0642-216941</u>	CUST # 188092 ADAPTER SET	07/17/2018	07/17/2018	0.00	-29.98
<u>0642-216956</u>	CUST # 188092 ADAPTERS	07/17/2018	08/13/2018	0.00	5.99
<u>0642-217059</u>	CUST # 188092 ABSORBENT	07/18/2018	08/13/2018	0.00	19.47
<u>0642-217245</u>	CUST # 188092 UTILITY KNIFE	07/19/2018	08/13/2018	0.00	8.99
<u>0642-218012</u>	CUST # 188092 WRENCH	07/23/2018	08/13/2018	0.00	24.98
<u>0642-218356</u>	CUST # 188092 AIR PLUG	07/25/2018	08/13/2018	0.00	8.28
<u>Q5QO719753</u>	CUST # 188092 OVERPAYMENT	07/21/2018	07/21/2018	0.00	-0.80
<u>PCM71911_1</u>	CUST # 188092 OVERPAYMENT	07/01/2018	07/01/2018	0.00	-116.90

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>QVESUP</u>	OVERALL SUPPLY, INC				359.01
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		08/08/2018	359.01		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>IN00099847</u>	CUST A/C # 166242 BRAKE & PARTS CLN EARTH	07/11/2018	08/13/2018	0.00	359.01

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC				1,360.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		08/08/2018	1,360.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>028293</u>	CUST # 00C1056 6" RUBBER SPEED BUMP BLK/YLW	07/11/2018	08/13/2018	0.00	315.00
<u>028340</u>	CUST # 00C1056 2" X 2" X 3' SQUARE ANCHOR 12 GA	07/11/2018	08/13/2018	0.00	1,045.00

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PAUEVA</u>	PAUL MATTHEW EVANS				1,905.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		08/08/2018	1,905.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>2018-115</u>	CAUSE # 2018-115 ELIAS REYES	07/18/2018	08/13/2018	0.00	1,005.00
<u>42742</u>	CAUSE # 42.742 DUSTIN WARMACK	07/10/2018	08/13/2018	0.00	900.00

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>PFGTEM</u>	PFG-TEMPLE				5,122.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		08/08/2018	5,122.50		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>9204510</u>	CUST # 435577 DRY GROCERY / REFRIGERATED / FROZEN	07/05/2018	08/13/2018	0.00	754.30
<u>9207633</u>	CUST # 435577 DRY GROCERY / FROZEN	07/09/2018	08/13/2018	0.00	560.58
<u>9211623</u>	CUST # 435577 DRY GROCERY / FROZEN	07/12/2018	08/13/2018	0.00	709.71
<u>9214669</u>	CUST # 435577 DRY GROCERY / FROZEN	07/16/2018	08/13/2018	0.00	493.32
<u>9218406</u>	CUST # 435577 DRY GROCERY / FROZEN	07/19/2018	08/13/2018	0.00	827.72
<u>9221902</u>	CUST # 435577 DRY GROCERY / FROZEN	07/23/2018	08/13/2018	0.00	619.66
<u>9226025</u>	CUST# # 435577 DRY GROCERY / FROZEN	07/26/2018	08/13/2018	0.00	575.44
<u>9228934</u>	CUST # 435577 DRY GROCERY / FROZEN	07/30/2018	08/13/2018	0.00	581.77

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Vendor Number	Vendor Name					Total Vendor Amount
<u>PHITUR</u>	PHIL TURNER LAW PC					605.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	605.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18-005</u>	CAUSE # 18-005 JOSEPH SCOTT JOHNSON	07/25/2018	08/13/2018	0.00	605.00	
<u>PITBOW</u>	PITNEY BOWES GLOBAL FINANCIAL SERVICES L					99.73
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	99.73	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3306599630</u>	ACCT # 0016516092 6/30 - 7/29/18	07/01/2018	08/13/2018	0.00	99.73	
<u>PRISOL</u>	PRINTING SOLUTIONS					39.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	39.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>20975</u>	BUSINESS CARDS - ANDREW FLECHER	07/30/2018	08/13/2018	0.00	39.00	
<u>PITPOS</u>	PURCHASE POWER					13.75
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	13.75	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>70818</u>	ACCT # 8000-9090-0465-5093 LATE FEE	07/08/2018	08/13/2018	0.00	13.75	
<u>QUICOR</u>	QUILL CORPORATION					139.95
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	139.95	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>8235419</u>	ACCT # C4881802 Q PLUS PAPER TIER 1	06/29/2018	08/13/2018	0.00	139.95	
<u>RDOEQU</u>	RDO EQUIPMENT CO.					329.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	329.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>W9543A</u>	ACCT # 7269004 MOTOR GRADER	07/20/2018	08/13/2018	0.00	-689.50	
<u>W97021</u>	ACCT # 7269004 MOTOR GRADER	07/12/2018	08/13/2018	0.00	1,019.00	
<u>LEXINE</u>	RELX INC. DBA LEXISNEXIS					482.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	62.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3091578280</u>	ACCT # 422MKTQ29 JULY 2018	07/31/2018	08/13/2018	0.00	62.00	
Check				08/08/2018	420.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3091579323</u>	ACCT # 422NHLBG4 JULY 2018	07/31/2018	08/13/2018	0.00	420.00	
<u>RICBUR</u>	RICHARD BURNS					6.25
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				08/08/2018	6.25	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>80318</u>	POSTAGE	08/03/2018	08/13/2018	0.00	6.25	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>IKONOF</u>	RICOH USA, INC.					853.35
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   853.35
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>100820713</u>	ACCT # 505575-1010175A16	07/10/2018	08/13/2018	0.00	853.35	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ROAINC</u>	ROADSIDE INC					8,100.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   8,100.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18153-TX</u>	HERBICIDE APPLICATION	07/24/2018	08/13/2018	0.00	8,100.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ROBBRA</u>	ROBIN BRAME					40.28
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   40.28
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72618</u>	DAY IN COURT - 7/26/18	07/26/2018	08/13/2018	0.00	40.28	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>ROMEXC</u>	ROMCO EQUIPMENT COMPANY					1,579.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   1,579.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>107104401</u>	CUST # 13570 GRADER BLADE 5/8 X 6 X 7 HT	07/09/2018	08/13/2018	0.00	1,579.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>RONLEH</u>	RONDA LEHMAN					13.65
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   13.65
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>71918</u>	POSTAGE 7/17/18	07/17/2018	08/13/2018	0.00	13.65	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JAIASS</u>	SAM HOUSTON STATE UNIVERSITY - TEXAS JAIL ASSOC					500.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   500.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2018</u>	MANAGEMENT CONF 9/10-13/18 LAW, D / HARDEE, T.	07/16/2018	08/13/2018	0.00	500.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SCHSON</u>	SCHMIDT & SONS, INC					10,965.77
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   10,965.77
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0433712-IN</u>	CUST # 05-CALDCO FUEL	07/12/2018	08/13/2018	0.00	5,112.37	
<u>0434464-IN</u>	UCST # 05-CALDO TEXAS LOW EMISSION DIESEL FUEL	07/27/2018	08/13/2018	0.00	5,853.40	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SCOMER</u>	SCOTT-MERRIMAN, INC.					375.22
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018   375.22
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>061996</u>	POLY ENVELOPES FOR LEGAL SIZE BANKNOTE	07/23/2018	08/13/2018	0.00	375.22	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART					558.60
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    558.60
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>770003</u>	MALE HOSE END	05/09/2018	08/13/2018	0.00	7.95	
<u>777321</u>	24" X 30' METAL CULVERT	07/13/2018	08/13/2018	0.00	550.65	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SOUTCO</u>	SOUTHERN COMPUTER WAREHOUSE					289.77
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    289.77
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>IN-000501890</u>	ACCT # CC7307	05/08/2018	08/13/2018	0.00	289.77	
<u>IN-000503441</u>	CUST # CC7307 3-TARGET DVD/CD DUPLICATOR BLK	05/15/2018	08/13/2018	0.00	289.77	
<u>SCW-019637</u>	ACCT # CC7307 EZ DUPE 3 - TARGET DVD/CD	05/24/2018	08/13/2018	0.00	-289.77	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SOUTIR</u>	SOUTHERN TIRE MART, LLC					1,952.57
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    1,952.57
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>63255384</u>	CUST # 142726 4 - TIRES TRANSFORCE	07/19/2018	08/13/2018	0.00	424.12	
<u>63255585</u>	CUST # 142726 DELIVERED 7/17/18	07/24/2018	08/13/2018	0.00	973.00	
<u>63256105</u>	CUST # 142726 SERVICE CALL	07/24/2018	08/13/2018	0.00	208.45	
<u>63256785</u>	CUST # 142726 TIRE CHANGE MED TRUCK	07/30/2018	08/13/2018	0.00	347.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SPRINT</u>	SPRINT					37.99
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    37.99
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>122236591-112</u>	ACCT # 122236591 6/17 - 7/16/18	07/20/2018	08/13/2018	0.00	37.99	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SYSCO</u>	SYSCO CENTRAL TEXAS, INC					22,091.68
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    22,091.68
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>113229135</u>	ACCT # 043430	04/30/2018	08/13/2018	0.00	13.51	
<u>113242465</u>	ACCT # 043430	06/10/2018	08/13/2018	0.00	13.95	
<u>213463100 ADI</u>	ACCT # 043430	05/04/2018	05/04/2018	0.00	-53.24	
<u>213633007</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY	07/04/2018	08/13/2018	0.00	2,242.59	
<u>213633008</u>	CUST # 043430 CHEMICAL & JANITORIAL	07/04/2018	08/13/2018	0.00	159.48	
<u>213639085</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY	07/06/2018	08/13/2018	0.00	2,342.85	
<u>213650841</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	07/11/2018	08/13/2018	0.00	2,368.98	
<u>213650842</u>	CUST # 043430 CHEMICAL & JANITORIAL	07/11/2018	08/13/2018	0.00	95.72	
<u>213656692</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	07/13/2018	08/13/2018	0.00	2,696.14	
<u>213668615</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	07/18/2018	08/13/2018	0.00	2,685.86	
<u>213674461</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD/ POULTRY	07/20/2018	08/13/2018	0.00	2,779.05	
<u>213686685</u>	CUST # 043430 CHEMICAL & JANITORIAL	07/25/2018	08/13/2018	0.00	324.96	
<u>213686686</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	07/25/2018	08/13/2018	0.00	2,821.42	
<u>213692636</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	07/27/2018	08/13/2018	0.00	3,600.41	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TAPEIT</u>	TAPEIT					350.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    350.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2414</u>	DONNA HOEHNE - MEMBER # 552 10/15 - 19/18	07/04/2018	08/13/2018	0.00	350.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TACEDU</u>	TEXAS ASSOCIATION OF COUNTIES					125.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    125.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>231804 CDCAT 2018</u>	CDCAT ANNUAL MEMBERSHIP DUES (EO) CAROL HOLCOI	07/01/2018	08/13/2018	0.00	125.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TACRIS</u>	TEXAS ASSOCIATION OF COUNTIES					3,648.41
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    3,648.41
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>NRDD-0003642</u>	MEMBER ID: 0280 (MILLS SHIRLEY L.L.P. )	06/05/2018	08/13/2018	0.00	3,648.41	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TEXLIREG</u>	TEXAS DEPT.OF LICENSING & REGULATION					20.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    20.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>8/2018</u>	ELBI # 13635 DECAL # 033874 CALDWELL CO. COURTHO	08/03/2018	08/13/2018	0.00	20.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TDCAA</u>	TEXAS DISTRICT & COUNTY ATTORNEYS					60.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    60.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>143123</u>	RENEE CASTILLO-DE LA CRUZ MEMBERSHIP DUE	08/01/2018	08/13/2018	0.00	60.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PARWIL</u>	TEXAS PARKS & WILDLIFE DEPARTMENT					340.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    340.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>72018</u>	FINES COLLECTED IN JULY 2018	08/03/2018	08/13/2018	0.00	340.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TEXNOT</u>	TEXAS STATE NOTARY BUREAU					33.90
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    33.90
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INDEX: 131635444</u>	JOHN DAVID RAMIREZ - SELF INK STAMP	07/25/2018	08/13/2018	0.00	33.90	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JAMCAS</u>	THE CASEY LAW FIRM					505.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    505.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18-038</u>	CAUSE # 18-038 ALBERT N. SALDANA	07/18/2018	08/13/2018	0.00	505.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SANROB</u>	THE FINAL RIDE					185.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    185.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>013530</u>	1 EXPIRED APP PONY	07/16/2018	08/13/2018	0.00	185.00	

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<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>RICHIC</u>	THE LAW OFFICE OF TREY HICKS, PLLC			405.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	405.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>46,636</u>	CAUSE # 46,636 NATAEL CARRANZA	07/03/2018	08/13/2018	0.00	405.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>CARWAR</u>	THE LAW OFFICES OF CARRIE WARD PLLC			497.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	497.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>16-FL-122 2</u>	CAUSE # 16-FL-122 E.B.F.	07/26/2018	08/13/2018	0.00	196.00
<u>18-FL-185 1</u>	CAUSE # 18-FL-185 P.G., A.G., & P.E.	07/26/2018	08/13/2018	0.00	301.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>JASTRU</u>	THE LAW OFFICES OF JASON TRUMPLER			490.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	490.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>16-070 1</u>	CAUSE # 16-070 PATRICK LOVELY	07/18/2018	08/13/2018	0.00	490.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>LULNEW</u>	THE LULING NEWSBOY & SIGNAL			52.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	52.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>62818</u>	DISASTER RECOVERY GRANT	06/28/2018	08/13/2018	0.00	52.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TRARIS</u>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION			25.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	25.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>7/2018</u>	ACCT ID: 234599 JULY 2018	08/01/2018	08/13/2018	0.00	25.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>UNIFIR</u>	UNIFIRST CORPORATION			1,239.69	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	1,239.69
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>822 2074338</u>	CUST # 222727 RTE # G4200 PRCT # 3	05/02/2018	08/13/2018	0.00	40.23
<u>822 2081073</u>	CUST # 222727 PRCT # 3	05/23/2018	08/13/2018	0.00	39.05
<u>822 2090133</u>	CUST # 222727 RTE # G4200 PRCT # 3	06/20/2018	08/13/2018	0.00	42.73
<u>822 2095219</u>	CUST # 222727 RTE # F6140	07/06/2018	08/13/2018	0.00	65.01
<u>822 2097477</u>	CUST # 222727 RTE # F6140	07/13/2018	08/13/2018	0.00	65.01
<u>822 2097899</u>	CUST # 222727 RTE # F2900 PRCT # 2	07/16/2018	08/13/2018	0.00	46.91
<u>822 2099800</u>	CUST # 222727 RTE # F6110 COURT HOUSE	07/20/2018	08/13/2018	0.00	238.97
<u>822 2100134</u>	CUST # 222727 RTE # F2900 PRCT # 2	07/23/2018	08/13/2018	0.00	46.91
<u>822 2102005</u>	CUST # 222727 RTE # F6140 SHERIFF'S	07/27/2018	08/13/2018	0.00	65.01
<u>822 2102077</u>	CUST # 222727 RTE # F6110 COURT HOUSE	07/27/2018	08/13/2018	0.00	238.97
<u>822 2102438</u>	CUST # 222727 RTE # F2900 PRCT # 2	07/30/2018	08/13/2018	0.00	46.91
<u>822 2104345</u>	CUST # 222727 RTE # F6110 COURT HOUSE	08/03/2018	08/13/2018	0.00	238.97
<u>8222099734</u>	CUST # 222727 RTE # F6140 SHERIFF'S	07/20/2018	08/13/2018	0.00	65.01

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>VICBRO</u>	VICTOREA D. BROWN			475.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				08/08/2018	475.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>46634</u>	CAUSE # 46634 LAUREN JANELL CORWELL	06/28/2018	08/13/2018	0.00	475.00



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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>VOTEC</u>	VOTEC					3,600.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    3,600.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>12572</u>	VOTESAFE SUPPORT 10/01/17 - 9/30/18	10/01/2017	08/13/2018	0.00	3,600.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>WALDEA</u>	WALTER S. DEAN, SR.					560.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    560.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18-136</u>	CAUSE # 18-136 NANCY JO VANHORN	07/24/2018	08/13/2018	0.00	560.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>WATGUA</u>	WATCHGUARD VIDEO					27.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    27.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>ACCINV0015361</u>	CUST ID: CALDWELLCOUN001	05/30/2018	08/13/2018	0.00	27.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					419.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    231.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>838452689</u>	ACCT # 1004742988 BILLING PERIOD: JUNE 2018	07/01/2018	08/13/2018	0.00	231.00	
Check						08/08/2018    188.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>838460187</u>	ACCT # 1000732986 BILL PERIOD: JUNE, 2018	07/01/2018	08/13/2018	0.00	188.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>WILRIG</u>	WILSON RIGGIN					404.34
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    404.34
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>101097</u>	NAIL GUN GRIP RITE	06/21/2018	08/13/2018	0.00	315.99	
<u>101417</u>	SOLAR SCREEN	07/23/2018	08/13/2018	0.00	18.90	
<u>101538</u>	SCREWS	07/25/2018	08/13/2018	0.00	69.45	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>XERCOR</u>	XEROX CORPORATION					1,972.11
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						08/08/2018    171.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>010-0076331</u>	CUST # 76391 6/30-7/29/18 LEASE PAYMENTS	07/10/2018	08/13/2018	0.00	171.00	
Check						08/08/2018    1,801.11
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1228931</u>	CNTR # 010-0063777-001 LEASE PAYMENT 6/30 - 7/29	07/10/2018	08/13/2018	0.00	1,801.11	

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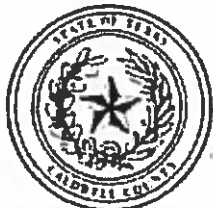
Payment Summary

Bank Code	Type	Payable	Payment	Discount	Payment
AP BNK	Check	Count	Count		
		387	158	0.00	325,043.76
<b>Packet Totals:</b>		<b>387</b>	<b>158</b>	<b>0.00</b>	<b>325,043.76</b>

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-325,043.76
<b>Packet Totals:</b>		<b>-325,043.76</b>

- 2. Ratify re-occurring County payments in the amount of:**
  - A. \$ 290,492.82 (Payroll for 07/16/2018 - 07/31/2018)**



Packet: PYPKT01019 - 07312018 payroll  
Payroll Set: 01 - Payroll Set 01

Pay Period: 07/16/2018 - 07/31/2018

Department: 1000 - Courthouse Security

Total Direct Deposits: 8,507.17  
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	5.00	179.15
SAL	7.00	11,012.81
<b>Total:</b>	<b>12.00</b>	<b>11,209.46</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,353.51	779.20	0.00
MC	10,913.98	158.24	158.24
SS	10,913.98	676.66	676.66
Unemployment	11,165.21	0.00	0.00
<b>Total:</b>		<b>1,614.10</b>	<b>834.90</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,209.46	560.47	497.73
550	0.00	44.25	0.00
580	0.00	6.64	0.00
590	0.00	172.93	2,087.68
615	0.00	78.30	0.00
620	0.00	225.60	0.00
<b>Total:</b>		<b>1,088.19</b>	<b>2,585.41</b>

RECAP 1000 - Courthouse Security

Earnings: 11,209.46    Benefits: 0.00    Deductions: 1,088.19    Taxes: 1,614.10    Net Pay: 8,507.17

Department: 1101 - Unit Road

Total Direct Deposits: 22,980.40  
Total Check Amounts: 3,277.23

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	72.50
SAL	24.00	35,211.07
<b>Total:</b>	<b>24.00</b>	<b>35,283.57</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	31,947.16	2,564.92	0.00
MC	33,711.31	488.82	488.82
SS	33,711.31	2,090.10	2,090.10
Unemployment	35,183.82	0.00	0.00
<b>Total:</b>		<b>5,143.84</b>	<b>2,578.92</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,283.57	1,764.15	1,566.56
530	0.00	0.00	0.00
550	0.00	99.75	0.00
551	0.00	66.66	0.00
580	0.00	16.60	0.00
590	0.00	1,241.95	8,023.66
610	0.00	0.00	0.00
615	0.00	163.90	0.00
Bankruptcy	0.00	529.09	0.00
<b>Total:</b>		<b>3,882.10</b>	<b>9,590.22</b>

RECAP 1101 - Unit Road

Earnings: 35,283.57    Benefits: 0.00    Deductions: 3,882.10    Taxes: 5,143.84    Net Pay: 26,257.63



**Department: 1102 - Vehicle Maintenance**

**Total Direct Deposits:** 988.30  
**Total Check Amounts:** 2,471.54

**EARNINGS**

Pay Code	Units	Pay Amount
SAL	3.00	4,431.35
<b>Total:</b>	<b>3.00</b>	<b>4,431.35</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,128.23	333.98	0.00
MC	4,349.80	63.07	63.07
SS	4,349.80	269.68	269.68
Unemployment	4,417.30	0.00	0.00
<b>Total:</b>	<b>666.73</b>	<b>332.75</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,431.35	221.57	196.75
550	0.00	14.05	0.00
551	0.00	50.00	0.00
580	0.00	1.66	0.00
590	0.00	0.00	1,035.66
615	0.00	17.50	0.00
<b>Total:</b>	<b>304.78</b>	<b>1,232.41</b>	

**RECAP 1102 - Vehicle Maintenance**

Earnings: 4,431.35    Benefits: 0.00    Deductions: 304.78    Taxes: 666.73    Net Pay: 3,459.84

**Department: 1103 - Fleet Maintenance**

**Total Direct Deposits:** 1,292.92  
**Total Check Amounts:** 1,196.69

**EARNINGS**

Pay Code	Units	Pay Amount
SAL	2.00	3,077.51
<b>Total:</b>	<b>2.00</b>	<b>3,077.51</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,906.09	180.73	0.00
MC	3,059.96	44.37	44.37
SS	3,059.96	189.72	189.72
Unemployment	3,077.51	0.00	0.00
<b>Total:</b>	<b>414.82</b>	<b>234.09</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,077.51	153.87	136.64
580	0.00	1.66	0.00
590	0.00	0.00	690.44
615	0.00	17.55	0.00
<b>Total:</b>	<b>173.08</b>	<b>827.08</b>	

**RECAP 1103 - Fleet Maintenance**

Earnings: 3,077.51    Benefits: 0.00    Deductions: 173.08    Taxes: 414.82    Net Pay: 2,489.61

Department: 2120 - County Treasurer

Total Direct Deposits: 2,476.98  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	2.00	3,521.39
<b>Total:</b>	<b>2.00</b>	<b>3,521.39</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,950.88	227.54	0.00
MC	3,176.95	46.07	46.07
SS	3,176.95	196.97	196.97
Unemployment	1,592.42	0.00	0.00
<b>Total:</b>	<b>470.58</b>	<b>243.04</b>	<b>243.04</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,521.39	176.07	156.35
520	0.00	50.00	0.00
551	0.00	118.66	0.00
580	0.00	3.32	0.00
590	0.00	172.93	706.80
615	0.00	52.85	0.00
<b>Total:</b>	<b>573.83</b>	<b>863.15</b>	<b>863.15</b>

RECAP 2120 - County Treasurer

Earnings: 3,521.39    Benefits: 0.00    Deductions: 573.83    Taxes: 470.58    Net Pay: 2,476.98

Department: 2130 - County Auditor

Total Direct Deposits: 5,945.02  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
S	8.00	307.69
SAL	-4.00	8,118.82
<b>Total:</b>	<b>4.00</b>	<b>8,426.51</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,424.48	842.25	0.00
MC	8,045.81	116.66	116.66
SS	8,045.81	498.85	498.85
Unemployment	8,394.01	0.00	0.00
<b>Total:</b>	<b>1,457.76</b>	<b>615.51</b>	<b>615.51</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,426.51	421.33	374.13
520	0.00	200.00	0.00
550	0.00	32.50	0.00
551	0.00	122.72	0.00
580	0.00	3.32	0.00
590	0.00	172.93	1,052.02
610	0.00	18.38	0.00
615	0.00	52.55	0.00
<b>Total:</b>	<b>1,023.73</b>	<b>1,426.15</b>	<b>1,426.15</b>

RECAP 2130 - County Auditor

Earnings: 8,426.51    Benefits: 0.00    Deductions: 1,023.73    Taxes: 1,457.76    Net Pay: 5,945.02



Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,491.27  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
S	2.50	41.78
SAL	6.00	8,365.38
Vacation	9.50	141.13
<b>Total:</b>	<b>6.00</b>	<b>8,548.29</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	7,754.41	622.95	0.00
MC	8,281.83	120.08	120.08
SS	8,281.83	513.47	513.47
Unemployment	6,638.55	0.00	0.00
<b>Total:</b>	<b>1,256.50</b>	<b>633.55</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	8,548.29	427.42	379.55
520	0.00	100.00	0.00
551	0.00	50.83	0.00
580	0.00	6.64	0.00
590	0.00	172.93	2,087.68
615	0.00	42.70	0.00
<b>Total:</b>	<b>800.52</b>	<b>2,467.23</b>	

**RECAP 2140 - Tax Assessor-Collector**

Earnings:	8,548.29	Benefits:	0.00	Deductions:	800.52	Taxes:	1,256.50	Net Pay:	6,491.27
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Department: 2150 - County Clerk

Total Direct Deposits: 8,870.68  
 Total Check Amounts: 940.75

**EARNINGS**

Pay Code	Units	Pay Amount
SAL	9.00	12,544.47
<b>Total:</b>	<b>9.00</b>	<b>12,544.47</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	11,624.02	791.29	0.00
MC	12,301.24	178.36	178.36
SS	12,301.24	762.67	762.67
Unemployment	10,524.17	0.00	0.00
<b>Total:</b>	<b>1,732.32</b>	<b>941.03</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	12,544.47	627.22	556.97
520	0.00	50.00	0.00
540	0.00	41.05	0.00
550	0.00	70.25	0.00
551	0.00	103.33	0.00
580	0.00	9.96	0.00
590	0.00	0.00	2,761.76
610	0.00	29.26	0.00
615	0.00	69.65	0.00
<b>Total:</b>	<b>1,000.72</b>	<b>3,318.73</b>	

**RECAP 2150 - County Clerk**

Earnings:	12,544.47	Benefits:	0.00	Deductions:	1,000.72	Taxes:	1,732.32	Net Pay:	9,811.43
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Department: 3000 - County Clerk

Total Direct Deposits: 920.39  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,309.96
<b>Total:</b>	<b>1.00</b>	<b>1,309.96</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,004.68	0.00	0.00
MC	1,080.18	15.66	15.66
SS	1,080.18	66.97	66.97
Unemployment	1,309.96	0.00	0.00
<b>Total:</b>		<b>82.63</b>	<b>82.63</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,309.96	65.50	58.16
520	0.00	10.00	0.00
551	0.00	33.00	0.00
580	0.00	1.66	0.00
590	0.00	172.93	361.58
615	0.00	23.85	0.00
<b>Total:</b>		<b>306.94</b>	<b>419.74</b>

RECAP 3000 - County Clerk

Earnings:	1,309.96	Benefits:	0.00	Deductions:	306.94	Taxes:	82.63	Net Pay:	920.39
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Department: 3200 - District Attorney

Total Direct Deposits: 21,144.72  
 Total Check Amounts: 1,952.80

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
DA Supplement	0.00	151.67
Longevity w/RET	0.00	240.00
SAL	261.00	30,768.85
<b>Total:</b>	<b>261.00</b>	<b>31,178.02</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	28,380.46	2,981.57	0.00
MC	29,888.22	433.36	433.36
SS	29,888.22	1,853.07	1,853.07
Unemployment	30,990.60	0.00	0.00
<b>Total:</b>		<b>5,268.00</b>	<b>2,286.43</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	28,955.02	1,447.76	1,285.59
520	0.00	60.00	0.00
550	0.00	18.25	0.00
551	0.00	562.50	0.00
552	0.00	104.16	0.00
580	0.00	14.94	0.00
590	0.00	518.79	4,191.72
610	0.00	0.00	0.00
615	0.00	86.10	0.00
<b>Total:</b>		<b>2,812.50</b>	<b>5,477.31</b>

RECAP 3200 - District Attorney

Earnings:	31,178.02	Benefits:	0.00	Deductions:	2,812.50	Taxes:	5,268.00	Net Pay:	23,097.52
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Department: 3220 - District Clerk

Total Direct Deposits: 8,478.47  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	8.00	11,345.58
<b>Total:</b>	<b>8.00</b>	<b>11,345.58</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,096.09	796.91	0.00
MC	10,663.37	154.60	154.60
SS	10,663.37	661.13	661.13
Unemployment	9,374.82	0.00	0.00
<b>Total:</b>	<b>1,612.64</b>	<b>1,612.64</b>	<b>815.73</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,345.58	567.28	503.75
550	0.00	14.75	0.00
551	0.00	58.00	0.00
580	0.00	4.98	0.00
590	0.00	534.51	2,795.38
615	0.00	74.95	0.00
<b>Total:</b>	<b>1,254.47</b>	<b>3,299.13</b>	

RECAP 3220 - District Clerk

Earnings:	11,345.58	Benefits:	0.00	Deductions:	1,254.47	Taxes:	1,612.64	Net Pay:	8,478.47
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Department: 3230 - District Judge

Total Direct Deposits: 2,193.77  
 Total Check Amounts: 2,295.53

EARNINGS

Pay Code	Units	Pay Amount
SAL	6.00	6,183.35
<b>Total:</b>	<b>6.00</b>	<b>6,183.35</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,255.87	331.55	0.00
MC	5,665.04	82.13	82.13
SS	5,665.04	351.23	351.23
Unemployment	6,133.35	0.00	0.00
<b>Total:</b>	<b>764.91</b>	<b>764.91</b>	<b>433.36</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,183.35	309.17	274.54
520	0.00	100.00	0.00
551	0.00	84.00	0.00
580	0.00	1.66	0.00
590	0.00	345.86	723.16
615	0.00	88.45	0.00
<b>Total:</b>	<b>929.14</b>	<b>997.70</b>	

RECAP 3230 - District Judge

Earnings:	6,183.35	Benefits:	0.00	Deductions:	929.14	Taxes:	764.91	Net Pay:	4,489.30
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Department: 3240 - County Court Law

Total Direct Deposits: 2,171.46  
 Total Check Amounts: 3,788.19

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	1.00	200.39
SAL	2.00	9,012.69
<b>Total:</b>	<b>3.00</b>	<b>9,213.08</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,361.35	726.82	0.00
MC	8,822.00	127.92	127.92
SS	8,822.00	546.96	546.96
Unemployment	2,709.19	0.00	0.00
<b>Total:</b>	<b>1,401.70</b>	<b>674.88</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,213.08	460.65	409.06
520	0.00	1,000.00	0.00
550	0.00	29.50	0.00
590	0.00	361.58	707.70
<b>Total:</b>	<b>1,851.73</b>	<b>1,116.76</b>	

RECAP 3240 - County Court Law

Earnings:	9,213.08	Benefits:	0.00	Deductions:	1,851.73	Taxes:	1,401.70	Net Pay:	5,959.65
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Department: 3251 - JP Prec. 1

Total Direct Deposits: 2,602.96  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	3.00	4,206.36
<b>Total:</b>	<b>3.00</b>	<b>4,223.86</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,166.46	228.45	0.00
MC	3,377.66	48.98	48.98
SS	3,377.66	209.41	209.41
Unemployment	2,586.43	0.00	0.00
<b>Total:</b>	<b>486.84</b>	<b>258.39</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,223.86	211.20	187.54
550	0.00	41.38	0.00
551	0.00	186.25	0.00
560	0.00	75.00	0.00
580	0.00	1.66	0.00
590	0.00	539.52	1,064.31
615	0.00	79.05	0.00
<b>Total:</b>	<b>1,134.06</b>	<b>1,251.85</b>	

RECAP 3251 - JP Prec. 1

Earnings:	4,223.86	Benefits:	0.00	Deductions:	1,134.06	Taxes:	486.84	Net Pay:	2,602.96
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Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,327.94  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	3.00	4,217.83
<b>Total:</b>	<b>3.00</b>	<b>4,235.33</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,982.21	315.49	0.00
MC	4,193.98	60.81	60.81
SS	4,193.98	260.02	260.02
Unemployment	2,609.15	0.00	0.00
<b>Total:</b>	<b>636.32</b>	<b>320.83</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,235.33	211.77	188.05
580	0.00	3.32	0.00
590	0.00	0.00	1,035.66
610	0.00	14.63	0.00
615	0.00	41.35	0.00
<b>Total:</b>	<b>271.07</b>	<b>1,223.71</b>	

**RECAP 3252 - JP Prect. 2**

Earnings:	4,235.33	Benefits:	0.00	Deductions:	271.07	Taxes:	636.32	Net Pay:	3,327.94
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Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,141.58  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	2.00	2,926.60
<b>Total:</b>	<b>2.00</b>	<b>2,944.10</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,476.96	134.63	0.00
MC	2,624.17	38.05	38.05
SS	2,624.17	162.70	162.70
Unemployment	1,317.92	0.00	0.00
<b>Total:</b>	<b>335.38</b>	<b>200.75</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,944.10	147.21	130.72
550	0.00	14.75	0.00
551	0.00	100.00	0.00
590	0.00	172.93	706.80
615	0.00	32.25	0.00
<b>Total:</b>	<b>467.14</b>	<b>837.52</b>	

**RECAP 3253 - JP Prect. 3**

Earnings:	2,944.10	Benefits:	0.00	Deductions:	467.14	Taxes:	335.38	Net Pay:	2,141.58
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Department: 3254 - JP Prec. 4

Total Direct Deposits: 1,747.58  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	2.00	2,926.60
<b>Total:</b>	<b>2.00</b>	<b>2,944.10</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,427.18	195.11	0.00
MC	2,574.39	37.33	37.33
SS	2,574.39	159.61	159.61
Unemployment	1,317.92	0.00	0.00
<b>Total:</b>	<b>392.05</b>	<b>196.94</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,944.10	147.21	130.72
530	0.00	250.00	0.00
540	0.00	34.23	0.00
580	0.00	3.32	0.00
590	0.00	345.86	723.16
615	0.00	23.85	0.00
<b>Total:</b>	<b>804.47</b>	<b>853.88</b>	

RECAP 3254 - JP Prec. 4

Earnings:	2,944.10	Benefits:	0.00	Deductions:	804.47	Taxes:	392.05	Net Pay:	1,747.58
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Department: 4300 - County Sheriff

Total Direct Deposits: 50,397.65  
 Total Check Amounts: 1,161.85

EARNINGS

Pay Code	Units	Pay Amount
125	27.90	746.60
165 Stipend w/RET	0.00	540.00
Hourly	102.00	3,223.06
SAL	37.00	63,104.26
<b>Total:</b>	<b>166.90</b>	<b>67,613.92</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	62,688.34	5,416.09	0.00
MC	66,119.07	958.72	958.72
SS	66,119.07	4,099.38	4,099.38
Unemployment	64,271.29	0.00	0.00
<b>Total:</b>	<b>10,474.19</b>	<b>5,058.10</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	67,613.92	3,380.73	3,002.09
520	0.00	50.00	0.00
530	0.00	505.50	0.00
540	0.00	38.13	0.00
550	0.00	155.13	0.00
551	0.00	348.00	0.00
580	0.00	23.24	0.00
590	0.00	691.72	11,128.84
610	0.00	87.78	0.00
615	0.00	300.00	0.00
<b>Total:</b>	<b>5,580.23</b>	<b>14,130.93</b>	

RECAP 4300 - County Sheriff

Earnings:	67,613.92	Benefits:	0.00	Deductions:	5,580.23	Taxes:	10,474.19	Net Pay:	51,559.50
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Department: 4310 - County Jail

Total Direct Deposits: 60,028.53  
 Total Check Amounts: 3,687.98

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	252.50
LWOP	36.00	-605.16
SAL	54.00	81,418.90
VAC-PAYOUT	80.00	1,323.49
<b>Total:</b>	<b>170.00</b>	<b>82,389.73</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	76,837.59	6,219.37	0.00
MC	81,057.11	1,175.40	1,175.40
SS	81,057.11	5,025.48	5,025.48
Unemployment	82,256.98	0.00	0.00
<b>Total:</b>	<b>261,158.79</b>	<b>12,420.25</b>	<b>6,200.88</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	82,389.73	4,119.52	3,658.10
520	0.00	100.00	0.00
530	0.00	429.38	0.00
550	0.00	132.75	0.00
551	0.00	101.33	0.00
580	0.00	28.22	0.00
590	0.00	518.79	18,000.52
610	0.00	58.52	0.00
615	0.00	579.75	0.00
620	0.00	184.71	0.00
<b>Total:</b>	<b>82,389.73</b>	<b>6,252.97</b>	<b>21,658.62</b>

**RECAP 4310 - County Jail**

Earnings: 82,389.73    Benefits: 0.00    Deductions: 6,252.97    Taxes: 12,420.25    Net Pay: 63,716.51

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 447.10  
 Total Check Amounts: 871.79

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	41.00	512.50
SAL	1.00	1,040.52
<b>Total:</b>	<b>42.00</b>	<b>1,570.52</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	1,491.99	52.95	0.00
MC	1,570.52	22.77	22.77
SS	1,570.52	97.38	97.38
Unemployment	512.50	0.00	0.00
<b>Total:</b>	<b>4,075.53</b>	<b>173.10</b>	<b>120.15</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	1,570.52	78.53	69.74
<b>Total:</b>	<b>1,570.52</b>	<b>78.53</b>	<b>69.74</b>

**RECAP 4321 - Constables-Pct. 1**

Earnings: 1,570.52    Benefits: 0.00    Deductions: 78.53    Taxes: 173.10    Net Pay: 1,318.89

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,454.74  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	69.00	862.50
SAL	1.00	1,040.52
<b>Total:</b>	<b>70.00</b>	<b>1,920.52</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,816.09	215.06	0.00
MC	1,912.12	27.73	27.73
SS	1,912.12	118.56	118.56
Unemployment	1,920.52	0.00	0.00
<b>Total:</b>	<b>361.35</b>	<b>146.29</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,920.52	96.03	85.28
590	0.00	0.00	345.22
615	0.00	8.40	0.00
<b>Total:</b>	<b>104.43</b>	<b>430.50</b>	

RECAP 4322 - Constables-Pct. 2

Earnings: 1,920.52    Benefits: 0.00    Deductions: 104.43    Taxes: 361.35    Net Pay: 1,454.74

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 2,444.56  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	114.00	2,241.55
SAL	1.00	1,040.52
<b>Total:</b>	<b>115.00</b>	<b>3,299.57</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,908.31	96.98	0.00
MC	3,073.29	44.56	44.56
SS	3,073.29	190.55	190.55
Unemployment	3,270.07	0.00	0.00
<b>Total:</b>	<b>332.09</b>	<b>235.11</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,299.57	164.98	146.50
530	0.00	130.00	0.00
550	0.00	29.50	0.00
580	0.00	1.66	0.00
590	0.00	172.93	361.58
615	0.00	23.85	0.00
<b>Total:</b>	<b>522.92</b>	<b>508.08</b>	

RECAP 4323 - Constables-Pct. 3

Earnings: 3,299.57    Benefits: 0.00    Deductions: 522.92    Taxes: 332.09    Net Pay: 2,444.56



Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,909.73  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	76.00	1,649.90
SAL	1.00	1,040.52
<b>Total:</b>	<b>77.00</b>	<b>2,707.92</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,355.24	253.32	0.00
MC	2,490.64	36.11	36.11
SS	2,490.64	154.42	154.42
Unemployment	1,649.90	0.00	0.00
<b>Total:</b>	<b>443.85</b>	<b>190.53</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,707.92	135.40	120.24
550	0.00	20.50	0.00
580	0.00	1.66	0.00
590	0.00	172.93	361.58
615	0.00	23.85	0.00
<b>Total:</b>	<b>354.34</b>	<b>481.82</b>	

RECAP 4324 - Constables-Pct. 4

Earnings: 2,707.92    Benefits: 0.00    Deductions: 354.34    Taxes: 443.85    Net Pay: 1,909.73

Department: 4330 - Driver's License

Total Direct Deposits: 505.87  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	588.00
<b>Total:</b>	<b>48.00</b>	<b>588.00</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	588.60	7.74	0.00
MC	588.00	8.53	8.53
SS	588.00	36.46	36.46
Unemployment	588.00	0.00	0.00
<b>Total:</b>	<b>52.73</b>	<b>44.99</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	588.00	29.40	26.11
<b>Total:</b>	<b>29.40</b>	<b>26.11</b>	

RECAP 4330 - Driver's License

Earnings: 588.00    Benefits: 0.00    Deductions: 29.40    Taxes: 52.73    Net Pay: 505.87

Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,361.97  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	140.00
PER DIEM ALLOWANCE	0.00	165.00
SAL	9.00	19,825.55
<b>Total:</b>	<b>9.00</b>	<b>20,130.55</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	17,119.91	1,345.89	0.00
MC	18,371.43	266.38	266.38
SS	18,371.43	1,139.03	1,139.03
Unemployment	20,130.55	0.00	0.00
<b>Total:</b>	<b>2,751.30</b>	<b>1,405.41</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	20,130.55	1,006.52	893.79
520	0.00	245.00	0.00
551	0.00	521.00	0.00
552	0.00	416.33	0.00
580	0.00	6.64	0.00
590	0.00	707.44	2,811.74
615	0.00	114.35	0.00
<b>Total:</b>	<b>3,017.28</b>	<b>3,705.53</b>	

RECAP 5401 - Juvenile Probation

Earnings: 20,130.55    Benefits: 0.00    Deductions: 3,017.28    Taxes: 2,751.30    Net Pay: 14,361.97

Department: 6520 - Building Maintenance

Total Direct Deposits: 6,769.58  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	52.50
SAL	6.00	8,617.80
<b>Total:</b>	<b>6.00</b>	<b>8,670.30</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,070.46	628.67	0.00
MC	8,503.99	123.32	123.32
SS	8,503.99	527.25	527.25
Unemployment	8,594.42	0.00	0.00
<b>Total:</b>	<b>1,279.24</b>	<b>650.57</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,670.30	433.53	384.96
550	0.00	75.88	0.00
551	0.00	64.53	0.00
580	0.00	6.64	0.00
590	0.00	0.00	2,071.32
610	0.00	15.00	0.00
615	0.00	25.90	0.00
<b>Total:</b>	<b>621.48</b>	<b>2,456.28</b>	

RECAP 6520 - Building Maintenance

Earnings: 8,670.30    Benefits: 0.00    Deductions: 621.48    Taxes: 1,279.24    Net Pay: 6,769.58

Department: 6550 - Elections

Total Direct Deposits: 2,371.16  
 Total Check Amounts: 232.03

EARNINGS

Pay Code	Units	Pay Amount
Hourly	222.00	444.00
OT	19.75	59.25
SAL	2.00	3,089.88
<b>Total:</b>	<b>243.75</b>	<b>3,593.13</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,983.65	110.62	0.00
MC	3,198.15	46.37	46.37
SS	3,198.15	198.28	198.28
Unemployment	3,555.88	0.00	0.00
<b>Total:</b>	<b>355.27</b>	<b>355.27</b>	<b>244.65</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,089.88	154.50	137.20
520	0.00	60.00	0.00
550	0.00	37.25	0.00
551	0.00	125.60	0.00
580	0.00	3.32	0.00
590	0.00	172.93	706.80
610	0.00	21.87	0.00
615	0.00	59.20	0.00
<b>Total:</b>	<b>634.67</b>	<b>844.00</b>	

RECAP 6550 - Elections

Earnings:	3,593.13	Benefits:	0.00	Deductions:	634.67	Taxes:	355.27	Net Pay:	2,603.19
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Department: 6560 - Commissioners Court

Total Direct Deposits: 6,134.90  
 Total Check Amounts: 3,152.21

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	230.00
S	1.00	17.16
SAL	6.00	12,212.38
<b>Total:</b>	<b>7.00</b>	<b>12,459.54</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,056.11	868.40	0.00
MC	11,729.07	170.07	170.07
SS	11,729.07	727.21	727.21
Unemployment	6,664.21	0.00	0.00
<b>Total:</b>	<b>1,765.68</b>	<b>1,765.68</b>	<b>897.28</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,459.54	622.96	553.20
520	0.00	50.00	0.00
550	0.00	18.25	0.00
551	0.00	110.41	0.00
580	0.00	3.32	0.00
590	0.00	534.51	2,104.94
615	0.00	67.30	0.00
<b>Total:</b>	<b>1,406.75</b>	<b>2,658.14</b>	

RECAP 6560 - Commissioners Court

Earnings:	12,459.54	Benefits:	0.00	Deductions:	1,406.75	Taxes:	1,765.68	Net Pay:	9,287.11
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,053.94  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,333.33
<b>Total:</b>	<b>1.00</b>	<b>1,333.33</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,266.66	109.06	0.00
MC	1,333.33	19.33	19.33
SS	1,333.33	82.67	82.67
Unemployment	1,333.33	0.00	0.00
<b>Total:</b>	<b>211.06</b>	<b>102.00</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,333.33	66.67	59.20
580	0.00	1.66	0.00
<b>Total:</b>	<b>68.33</b>	<b>59.20</b>	

RECAP 6570 - Veteran Service Officer

Earnings: 1,333.33 Benefits: 0.00 Deductions: 68.33 Taxes: 211.06 Net Pay: 1,053.94

Department: 6580 - Human Resources

Total Direct Deposits: 1,044.25  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,716.67
<b>Total:</b>	<b>1.00</b>	<b>1,716.67</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,622.44	447.51	0.00
MC	1,708.27	24.77	24.77
SS	1,708.27	105.91	105.91
Unemployment	1,716.67	0.00	0.00
<b>Total:</b>	<b>578.19</b>	<b>130.68</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,716.67	85.83	76.22
615	0.00	8.40	0.00
<b>Total:</b>	<b>94.23</b>	<b>76.22</b>	

RECAP 6580 - Human Resources

Earnings: 1,716.67 Benefits: 0.00 Deductions: 94.23 Taxes: 578.19 Net Pay: 1,044.25

Department: 6600 - Eng. & Subdivision

Total Direct Deposits: 2,422.32  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	1.00	3,004.17
<b>Total:</b>	<b>1.00</b>	<b>3,041.67</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,860.09	207.34	0.00
MC	3,012.17	43.68	43.68
SS	3,012.17	186.75	186.75
Unemployment	3,012.17	0.00	0.00
<b>Total:</b>	<b>437.77</b>	<b>230.43</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,041.67	152.08	135.05
550	0.00	29.50	0.00
<b>Total:</b>	<b>181.58</b>	<b>135.05</b>	

RECAP 6600 - Eng. & Subdivision

Earnings: 3,041.67 Benefits: 0.00 Deductions: 181.58 Taxes: 437.77 Net Pay: 2,422.32

Department: 6610 - IT-Technology

Total Direct Deposits: 3,404.34  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	2.00	4,650.68
<b>Total:</b>	<b>2.00</b>	<b>4,688.18</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,147.84	389.63	0.00
MC	4,582.25	66.45	66.45
SS	4,582.25	284.10	284.10
Unemployment	4,641.80	0.00	0.00
<b>Total:</b>	<b>740.18</b>	<b>350.55</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,688.18	234.41	208.16
520	0.00	200.00	0.00
550	0.00	46.38	0.00
551	0.00	42.00	0.00
580	0.00	3.32	0.00
590	0.00	0.00	690.44
615	0.00	17.55	0.00
<b>Total:</b>	<b>543.66</b>	<b>898.60</b>	

RECAP 6610 - IT-Technology

Earnings:	4,688.18	Benefits:	0.00	Deductions:	543.66	Taxes:	740.18	Net Pay:	3,404.34
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Department: 6640 - Code Investigator

Total Direct Deposits: 1,309.74  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	1.00	1,586.93
<b>Total:</b>	<b>1.00</b>	<b>1,624.43</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,522.38	88.31	0.00
MC	1,603.60	23.25	23.25
SS	1,603.60	99.42	99.42
Unemployment	1,624.43	0.00	0.00
<b>Total:</b>	<b>210.98</b>	<b>122.67</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,624.43	81.22	72.12
551	0.00	20.83	0.00
580	0.00	1.66	0.00
590	0.00	0.00	345.22
<b>Total:</b>	<b>103.71</b>	<b>417.34</b>	

RECAP 6640 - Code Investigator

Earnings:	1,624.43	Benefits:	0.00	Deductions:	103.71	Taxes:	210.98	Net Pay:	1,309.74
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Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 2,857.26  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	75.00
SAL	2.00	3,859.24
<b>Total:</b>	<b>2.00</b>	<b>3,934.24</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,508.40	360.05	0.00
MC	3,805.11	55.17	55.17
SS	3,805.11	235.92	235.92
Unemployment	3,902.61	0.00	0.00
<b>Total:</b>	<b>15,021.23</b>	<b>651.14</b>	<b>291.09</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,934.24	196.71	174.68
520	0.00	100.00	0.00
550	0.00	31.63	0.00
551	0.00	62.50	0.00
590	0.00	0.00	690.44
615	0.00	35.00	0.00
<b>Total:</b>	<b>3,934.24</b>	<b>425.84</b>	<b>865.12</b>

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,934.24    Benefits: 0.00    Deductions: 425.84    Taxes: 651.14    Net Pay: 2,857.26

Department: 7610 - Sanitation Department

Total Direct Deposits: 0.00  
 Total Check Amounts: 1,658.85

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	1.00	1,964.82
<b>Total:</b>	<b>1.00</b>	<b>2,002.32</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,902.20	36.47	0.00
MC	2,002.32	29.03	29.03
SS	2,002.32	124.14	124.14
Unemployment	2,002.32	0.00	0.00
<b>Total:</b>	<b>7,911.16</b>	<b>189.64</b>	<b>153.17</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,002.32	100.12	88.90
540	0.00	52.05	0.00
551	0.00	0.00	0.00
580	0.00	1.66	0.00
590	0.00	0.00	345.22
<b>Total:</b>	<b>2,002.32</b>	<b>153.83</b>	<b>434.12</b>

RECAP 7610 - Sanitation Department

Earnings: 2,002.32    Benefits: 0.00    Deductions: 153.83    Taxes: 189.64    Net Pay: 1,658.85

Department: 8700 - County Agent

Total Direct Deposits: 2,606.13  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	3.00	3,224.42
<b>Total:</b>	<b>3.00</b>	<b>3,224.42</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,154.88	302.09	0.00
MC	3,224.42	46.75	46.75
SS	3,224.42	199.91	199.91
Unemployment	3,224.42	0.00	0.00
<b>Total:</b>	<b>12,828.14</b>	<b>548.75</b>	<b>246.66</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,390.85	69.54	61.75
590	0.00	0.00	345.22
<b>Total:</b>	<b>1,390.85</b>	<b>69.54</b>	<b>406.97</b>

RECAP 8700 - County Agent

Earnings: 3,224.42    Benefits: 0.00    Deductions: 69.54    Taxes: 548.75    Net Pay: 2,606.13

**B. \$ 86,218.82**

**( Payroll Tax for 07/16/2018 – 07/31/2018)**



Packet: PYPKT01019 - 07312018 payroll  
Payroll Set: 01 - Payroll Set 01

Pay Period: 07/16/2018 - 07/31/2018

Total Direct Deposits: 263,805.38  
Total Check Amounts: 26,687.44

Males Paid: 131  
Females Paid: 112  
Total Employees: 243

**EARNINGS**

Pay Code	Units	Pay Amount
125	27.90	746.60
165 Stipend w/RET	0.00	1,687.50
DA Supplement	0.00	151.67
Hourly	677.00	9,700.66
Jud Stip	1.00	200.39
Longevity w/RET	0.00	240.00
LWOP	36.00	-605.16
OT	19.75	59.25
PER DIEM ALLOWANCE	0.00	165.00
S	11.50	366.63
SAL	455.00	372,951.73
Vacation	9.50	141.13
VAC-PAYOUT	80.00	1,323.49
<b>Total:</b>	<b>1,317.65</b>	<b>387,128.89</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	351,111.22	29,208.94	0.00
MC	372,614.75	5,402.90	5,402.90
SS	372,614.75	23,102.04	23,102.04
Unemployment	354,214.40	0.00	0.00
<b>Total:</b>		<b>57,713.88</b>	<b>28,504.94</b>

57,713.88  
28,504.94  

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86,218.82  

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*Payroll Tax*

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	382,569.07	19,128.53	16,986.10
520	0.00	2,375.00	0.00
530	0.00	1,314.88	0.00
540	0.00	165.46	0.00
550	0.00	956.20	0.00
551	0.00	2,992.15	0.00
552	0.00	520.49	0.00
560	0.00	75.00	0.00
580	0.00	164.34	0.00
590	0.00	7,896.90	71,064.25
610	0.00	245.44	0.00
615	0.00	2,208.40	0.00
620	0.00	410.31	0.00
Bankruptcy	0.00	529.09	0.00
<b>Total:</b>		<b>38,922.19</b>	<b>88,050.35</b>

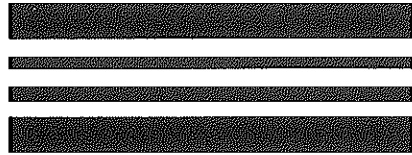
**RECAP 01 - Payroll Set 01**

Earnings: 387,128.89    Benefits: 0.00    Deductions: 38,922.19    Taxes: 57,713.88    Net Pay: 290,492.82



**C. \$ 163,256.22**

**(Department of Motor Vehicle Fees)**



\$ 163,250.22

Customer: [redacted]    State: [redacted]    Date: [redacted]

Customer    Insurance    Reports    Local Licenses    Accidents    Insurance    Funds    End    Help

Case No.	Start/End Date	Reporting Date	Total Amount	Unpaid Amount
00-000000	00-00-00	00-00-00	00.00	00.00
00-000000	00-00-00	00-00-00	00.00	00.00
00-000000	00-00-00	00-00-00	00.00	00.00
00-000000	00-00-00	00-00-00	00.00	00.00
00-000000	00-00-00	00-00-00	00.00	00.00
00-000000	00-00-00	00-00-00	00.00	00.00
<b>Total</b>			<b>00.00</b>	<b>00.00</b>

**D. \$ 380,230.90**

**(Texas Motor Vehicle Sales/Use Tax and Surcharge)**



# Texas Motor Vehicle Sales/Use Tax and Surcharge Report

• Do not write in shaded areas.

a.  17100

c. Taxpayer number  32049986444

d. Filing period  Month Ending 07/31/2018

e.

f. Due date  08/10/2018

g. Name and mailing address (Make any necessary name or address changes below.)

The Honorable Darla Law (Caldwell County TAC)  
 110 S Main St Room 101  
 Lockhart, Texas 78644

**h. IMPORTANT**

Blacken this box if your mailing address has changed. Show changes by the preprinted information.

i.

j.

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

1. Number of receipts issued (Including Voids) .....
2. Gross Motor Vehicle Sales and Use Tax collected (Dollars & cents) .....
3. 2.5% Surcharge collected for model years 1996 and prior (Dollars & cents).
4. 1.0% Surcharge collected for model years 1997 and later (Dollars & cents)..
5. Gross Surcharge collected (Item 3B plus Item 4B) .....
6. Claim for dishonored payment .....
7. Commission not available from registration fees .....
8. Commission available from Sales Tax/TERP Surcharge .....
9. Net motor vehicle tax and/or surcharge collected  
 (Item 2A minus Items 6A, 7A, and 8A; Item 5B minus Items 6B, 7B and 8B)
10. Interest earned .....
11. TOTAL AMOUNT DUE (Item 9A plus Item 10A and Item 9B plus Item 10B)

14100	COL. I TAX CALCULATION	17100	COL. II SURCHARGE CALCULATION
1A. <input type="checkbox"/>	927	1B. <input type="checkbox"/>	4
2A. <input type="checkbox"/>	379,151.18	2B. <input type="checkbox"/>	
3A. <input type="checkbox"/>		3B. <input type="checkbox"/>	1,079.72
4A. <input type="checkbox"/>		4B. <input type="checkbox"/>	
5A. <input type="checkbox"/>		5B. <input type="checkbox"/>	
6A. <input type="checkbox"/>		6B. <input type="checkbox"/>	
7A. <input type="checkbox"/>		7B. <input type="checkbox"/>	
8A. <input type="checkbox"/>		8B. <input type="checkbox"/>	
9A. <input type="checkbox"/>		9B. <input type="checkbox"/>	
10A. <input type="checkbox"/>		10B. <input type="checkbox"/>	
11A. <input type="checkbox"/>		11B. <input type="checkbox"/>	
12A. <input type="checkbox"/>		12B. <input type="checkbox"/>	
13A. <input type="checkbox"/>	379,151.18	13B. <input type="checkbox"/>	1,079.72
k. <input type="checkbox"/>		l. <input type="checkbox"/>	
		14. <input type="checkbox"/>	380,230.90

14-115 (Rev. 4-15-99)

12. Total amount of prepayments .....
13. Amount due (Item 11A minus Item 12A and Item 11B minus 12B) .....
14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B) .....

Taxpayer name  The Honorable Darla Law (Caldwell County TAC)

T Code  Taxpayer number  Period

17920 32049986444

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

Duly authorized agent (PLEASE PRINT NAME)  
 Darla Law

sign here

Business phone 512-398-1830 Date 08/03/2018

Make the amount in Item 14 payable to STATE COMPTROLLER

Mail to COMPTROLLER OF PUBLIC ACCOUNTS  
 P.O. Box 149360  
 Austin, Texas 78714-9360

If you have any questions regarding Motor Vehicle Sales and Use Tax or Surcharge, call 1-800-252-1382.

**E. \$ 17,365.50**

**(Texas Motor Vehicle Registration Surcharge/Title  
Application Fees)**

# Texas Motor Vehicle Registration Surcharge and/or Title Application Fee Report

b.



a. T Code  21100

d. Filing period  
Month Ending 07/31/2018

f. Due date  
08/10/2018

c. Taxpayer number  
32049986444

**h. IMPORTANT**

Blacken this box if your mailing address has changed. Show changes by the preprinted information.  1.

Blacken this box if you are no longer in office and write in the date you left office.  2.

Month Day Year

g. Name and mailing address (Make any necessary name or address changes below.)

The Honorable Darla Law (Caldwell County TAC)  
110 S. Main St Room 101  
Lockhart, Texas 78644

i.  j.

**Who Must File**

Texas County Tax Assessor-Collectors (TACs) must file this report with the Comptroller's office on a monthly basis.

**Due Date**

The report is due by the 10th day of the month after the reporting period.

**Column B - Title Application Fee/Texas Mobility Fund Instructions**

Non-attainment counties must remit \$20.00 of each title application fee to the Comptroller's office for the the Texas Mobility Fund. All other counties must remit \$15.00 of each title application fee for the fund.

\*\*\* Do not write in shaded areas.\*\*\*

	21100 COLUMN A Registration Surcharge	12100 COLUMN B Title Application Fee Texas Mobility Fund
1. Number of registrations and/or title applications (Include any collections made on previous dishonored payments).....	1a. <input type="checkbox"/> 8	1b. <input type="checkbox"/> 866
2. Total registration surcharge and/or title application fees collected.....	2a. <input type="checkbox"/> \$ 585.50	2b. <input type="checkbox"/> \$ 16,780.00
3. Claim for dishonored payment.....	3a. <input type="checkbox"/> \$	3b. <input type="checkbox"/> \$
4. Total surcharge and/or title application fee due (Item 2 minus Item 3).....	4a. <input type="checkbox"/> \$	4b. <input type="checkbox"/> \$
5. Prior payments (Include electronic funds submitted for this reporting period).....	5a. <input type="checkbox"/> \$	5b. <input type="checkbox"/> \$
6. Total amount due and payable (Item 4 minus Item 5).....	6a. <input type="checkbox"/> \$ 585.50	6b. <input type="checkbox"/> \$ 16,780.00
7. TOTAL AMOUNT OF MOTOR VEHICLE SURCHARGE AND/OR TITLE APPLICATION FEE DUE AND PAYABLE (Add Item 6a and Item 6b).....	k. <input type="checkbox"/>	7. <input type="checkbox"/> \$ 17,365.50

\*\*\* DO NOT DETACH \*\*\*

Taxpayer name

T Code  Taxpayer number  Period

21920 32049986444

Make check payable to STATE COMPTROLLER  
Mail to COMPTROLLER OF PUBLIC ACCOUNTS  
P.O. Box 149360  
Austin, Texas 78714-9360

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here  Taxpayer or duly authorized agent  
*Darla Law*

Business phone 512-3698-1830

Date 08/03/2018

**F. \$ 1,398.65**

**(Texas Boat and Boat Motor Sales and Use Tax Report)**

b.



# Texas Boat and Boat Motor Sales and Use Tax Report

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

a.  57100

• Do not write in shaded areas.

c. Taxpayer number

32049986444

d. Filing period

Month Ending 07/31/018

f. Due date

08/10/2018

g. Name and mailing address (Make any necessary name or address changes below.)

The Honorable Darla Law (Caldwell County TAC)  
110 S. Main St. Room 101  
Lockhart, Texas 78644

h. IMPORTANT

Blacken this box if your mailing address has changed. Show changes by the preprinted information.



1. Number of receipts issued (Including Voids) \_\_\_\_\_ 1.  17

Report dollars and cents.

### TAX COMPUTATION

2. Gross Boat & Boat Motor Sales and Use Tax collected \_\_\_\_\_ 2.  \$ 1,472.17

3. Tax Assessor-Collector/Department fee ( 5% of Item 2) \_\_\_\_\_ 3.  73.61

4. Net taxes collected (Item 2 minus Item 3) \_\_\_\_\_ 4.

5. Interest earned \_\_\_\_\_ 5.

6. TOTAL AMOUNT DUE (Item 4 plus Item 5) \_\_\_\_\_ 6.  1,398.56

Form 57-100 (Rev.2-1777) \*\*\* DO NOT DETACH \*\*\*

7. Total amount of prepayments \_\_\_\_\_ 7.  1,398.56

8. TOTAL AMOUNT DUE AND PAYABLE (Item 6 minus Item 7) \_\_\_\_\_ 8.

Taxpayer name The Honorable Darla Law (Caldwell County TAC)

T Code  Taxpayer number  Period

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.  
Duty authorized agent  
sign here   
Business phone 512-398-1830 Date 08/03/2018

Make check payable to State Comptroller.  
Mail to Comptroller of Public Accounts  
P.O. Box 149360  
Austin, TX 78714-9360



- 3. Approve payment and accept Renewal of Surety Bond # 63317145 for County Auditor, Barbara Gonzales for a term of one year beginning on August 16, 2018.**

**CARL R. OHLENDORF INSURANCE**

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

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

<b>INVOICE NO. 16425</b>		<b>Page 1</b>
ACCOUNT NO.	OP	DATE
CALDW01	JB	07/17/2018
<b>BOND Dec Page</b>		
POLICY #		
63317145		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
08/16/2018	08/16/2019	

<b>Itm #</b>	<b>Eff Date</b>	<b>Trn</b>	<b>Description</b>	<b>Amount</b>
138255	08/16/18	REN	County Auditor - B Gonzales	\$350.00
			<b>Invoice Balance:</b>	<b>\$350.00</b>

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 63317145

That we, Barbara Gonzales, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup> District Judge(s), his successors in office, in the sum of <sup>2</sup> One Hundred Thousand and 00/100 DOLLARS ( \$100,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 7th day of May, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed (Elected—Appointed) to the office of County Auditor \_\_\_\_\_ in and for <sup>3</sup> Caldwell County, State of Texas, for a term of One (1) year commencing on the 16th day of August, 2018.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

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

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

**RUCKER OHLENDORF INSURANCE**  
115 South Main  
Lockhart, TX 78644  
512-398-2384  
SERVES YOU FIRST

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as  
\_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_,  
\_\_\_\_\_ Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of  
authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page  
\_\_\_\_\_.

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

\_\_\_\_\_ Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 7th day of May,  
2018, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent  
Notary Public

My Commission Expires March 2, 2020

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county, execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector "
County Commissioner	\$3,000	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number  
4. Conditions.

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
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, the following bond:

One COUNTY AUDITOR COUNTY OF CALDWELL

bond with bond number 63317145

for BARBARA GONZALES

as Principal in the penalty amount not to exceed: \$100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of May, 2018.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 7th day of May, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR  
NOTARY PUBLIC  
SOUTH DAKOTA

J. Mohr  
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





- 4. Accept the Notice of Public Hearing to consider the proposed 2018 Appraisal District Budget from the Caldwell County Appraisal District.**

# Caldwell County Appraisal District

DATE: July 27, 2018

TO: All Taxing Unit Presiding Officers  
CCAD Board of Directors

RE: Notice of public hearing to consider the proposed 2019 Appraisal District Budget

Enclosed you will find the proposed budgets for the Caldwell County Appraisal District for the year January 1, 2019 through December 31, 2019.

Entities that are considering substantial increases in tax levies for 2018 should be aware of the effect on the cost allocation of the appraisal district budget. The proposed budgets include the total costs of appraisal and tax collection.

The Board of Directors must approve the budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

This shall serve as notice pursuant to section 6.06(b) of the Texas Tax Code that the board of directors of the Caldwell County Appraisal District ("District") shall hold a public hearing to consider the 2019 District budget. The hearing will begin at 6:00 p.m. on August 21, 2018 in the Caldwell County Appraisal District office, 211 Bufkin Ln, Lockhart.

If you have any questions, please do not hesitate to contact Shanna Ramzinski, Interim Chief Appraiser, at the Caldwell County Appraisal District (512) 398-5550.

Respectfully,

Lisa Guyton  
Secretary, Board of Directors  
Caldwell County Appraisal District

Encl:  
2019 Proposed Appraisal Budget  
Estimated Cost Allocation - Appraisal Budget  
2019 Proposed Collection Budget  
Estimated Cost Allocation - Collection Budget



211 Bufkin Ln  
P.O. Box 900  
Lockhart, Texas 78644  
United States

PHONE (512) 398-5550  
FAX (512) 398-5551  
E-MAIL [general@caldwellcad.org](mailto:general@caldwellcad.org)  
WEB SITE [www.caldwellcad.org](http://www.caldwellcad.org)

**CALDWELL COUNTY APPRAISAL DISTRICT  
2019 APPRAISAL BUDGET (PROPOSED)**

	<b>PERSONNEL</b>	<b>2018</b>	<b>2019</b>
70101	Chief Appraiser	74,702.00	76,570.00
70102	Deputy Chief Appraiser	49,431.00	50,667.00
70103	GIS Mapper/System Mgr/IT	60,447.00	61,958.00
70105	Field Appraiser II	32,252.00	33,058.00
70106	Senior Appraiser I	41,720.00	42,763.00
70107	Senior Appraiser II	39,592.00	40,582.00
70108	Field Appraiser I	32,903.00	33,725.00
70109	Field Appraiser III	30,926.00	31,700.00
70111	Administrative Asst.	47,620.00	48,810.00
70112	Data entry technician	28,663.00	29,380.00
70113	Support data entry	34,995.00	35,870.00
70120	911/GIS	37,820.00	38,765.00
70130	Part time	0.00	0.00
70135	Payroll contingency	2,000.00	2,000.00
	<b>SUBTOTAL</b>	<b>513,071.00</b>	<b>525,848.00</b>
	<b>DEDUCTIONS/BENEFITS</b>		
71000	Payroll Tax	\$42,500.00	\$43,600.00
71002	Retirement/ employer	\$48,600.00	\$48,860.00
71004	Health benefits	\$94,000.00	\$93,720.00
71005	Worker comp	\$2,700.00	\$2,700.00
71006	Unemployment	\$4,000.00	\$4,000.00
	<b>SUBTOTAL</b>	<b>191,800.00</b>	<b>192,880.00</b>
	<b>SERVICES</b>		
72000	Appr Engineers	\$42,000.00	\$42,000.00
72001	Appr Review Bd	\$13,500.00	\$18,750.00
72002	Audit	\$6,200.00	\$6,200.00
72003	Board of Directors	\$1,790.00	\$1,790.00
72004	Data Processing Services	\$46,900.00	\$50,400.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$20,000.00	\$25,000.00
	<b>SUBTOTAL</b>	<b>136,590.00</b>	<b>150,340.00</b>

	<b>GENERAL EXPENSES</b>	<b>2018</b>	<b>2019</b>
<b>72500</b>	Bond- Chief - Notary	\$100.00	\$100.00
<b>72501</b>	Membership / Dues	\$3,700.00	\$3,710.00
<b>72502</b>	Computer supplies - data processing	\$6,400.00	\$6,900.00
<b>72504</b>	Education & fees	\$7,800.00	\$7,800.00
<b>72505</b>	Insurance - liability	\$1,400.00	\$1,500.00
<b>72506</b>	Insurance Building/ Equip - contents	\$3,900.00	\$4,000.00
<b>72507</b>	Legal notices/printing	\$14,450.00	\$14,450.00
<b>72508</b>	Maint - hardware/equip	\$8,700.00	\$8,700.00
<b>72509</b>	Maint -office equip	\$1,000.00	\$1,000.00
<b>72510</b>	Mileage & travel	\$6,500.00	\$5,000.00
<b>72511</b>	Office supplies	\$7,000.00	\$7,500.00
<b>72512</b>	Postage	\$23,150.00	\$25,000.00
<b>72513</b>	Postage meter/Box rental	\$4,425.00	\$4,425.00
<b>72514</b>	Publications Subcrip & books	\$7,020.00	\$6,700.00
<b>72515</b>	Rental - copier	\$2,650.00	\$2,650.00
<b>72516</b>	Electricity	\$9,000.00	\$9,000.00
<b>72517</b>	Telephone	\$12,270.00	\$13,000.00
<b>72518</b>	Water & sewer	\$3,250.00	\$3,500.00
<b>72519</b>	Mortgage	\$54,520.00	\$54,520.00
<b>72520</b>	Building Maint	\$4,820.00	\$5,000.00
<b>72523</b>	Fuel - Vehicle	\$6,000.00	\$6,000.00
<b>72524</b>	Maint - Vehicle	\$6,000.00	\$6,000.00
<b>72525</b>	Ins - vehicle	\$1,700.00	\$1,700.00
	<b>SUBTOTAL</b>	<b>195,755.00</b>	<b>198,155.00</b>
	<b>CAPITAL INVESTMENTS</b>		
<b>79000</b>	Office equipment	\$5,000.00	\$5,000.00
<b>79001</b>	Computer Equipment	\$11,000.00	\$11,000.00
<b>79003</b>	Vehicle	\$20,000.00	\$20,000.00
	<b>SUBTOTAL</b>	<b>36,000.00</b>	<b>36,000.00</b>
	<b>CONTINGENCY</b>		
<b>79002</b>	Building Expense	\$5,000.00	\$5,000.00
<b>79990</b>	Contingency	\$10,000.00	\$10,000.00
	<b>SUBTOTAL</b>	<b>15,000.00</b>	<b>15,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>1,088,216.00</b>	<b>1,118,223.00</b>
<b>GCA</b>	<b>911 EXPENSES PAID BY COUNTY</b>	<b>25,380.00</b>	<b>26,000.00</b>
		<b>1,062,836.00</b>	<b>1,092,223.00</b>

## 2019 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2017 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,295,179.62	8.961%	\$1,092,223.00	\$97,874.76
CITY OF LULING	\$1,152,543.76	2.405%	\$1,092,223.00	\$26,263.15
CITY OF MARTINDALE	\$296,860.13	0.619%	\$1,092,223.00	\$6,764.59
CITY OF MUSTANG RIDGE	\$124,155.23	0.259%	\$1,092,223.00	\$2,829.14
CITY OF NIEDERWALD	\$16,288.42	0.034%	\$1,092,223.00	\$371.17
CITY OF SAN MARCOS	\$128,634.64	0.268%	\$1,092,223.00	\$2,931.21
CITY OF UHLAND	\$22,174.94	0.046%	\$1,092,223.00	\$505.30
CALDWELL COUNTY	\$16,204,940.50	33.808%	\$1,092,223.00	\$369,263.89
LOCKHART ISD	\$16,399,511.91	34.214%	\$1,092,223.00	\$373,697.61
LULING ISD	\$3,953,058.95	8.247%	\$1,092,223.00	\$90,078.82
PRAIRIE LEA ISD	\$1,156,453.55	2.413%	\$1,092,223.00	\$26,352.24
PLUM CREEK CONS. DIST.	\$270,986.28	0.565%	\$1,092,223.00	\$6,175.00
PLUM CREEK UNDERGROUND	\$253,324.33	0.529%	\$1,092,223.00	\$5,772.53
HAYS ISD	\$446,721.64	0.932%	\$1,092,223.00	\$10,179.50
GONZALES ISD	\$320,089.32	0.668%	\$1,092,223.00	\$7,293.91
SAN MARCOS ISD	\$1,981,113.81	4.133%	\$1,092,223.00	\$45,143.87
WAEELDER ISD	\$253,250.38	0.528%	\$1,092,223.00	\$5,770.85
CALDWELL-HAYS ESD1	\$332,412.26	0.694%	\$1,092,223.00	\$7,574.72
GONZALES COUNTY UWD	\$7,934.56	0.017%	\$1,092,223.00	\$180.81
CALDWELL ESD #2	\$100,407.80	0.209%	\$1,092,223.00	\$2,288.00
CALDWELL ESD #3	\$104,940.91	0.219%	\$1,092,223.00	\$2,391.30
CALDWELL ESD #4	\$81,629.38	0.170%	\$1,092,223.00	\$1,860.10
AUSTIN COMMUNITY COLLEGE	\$28,986.52	0.060%	\$1,092,223.00	\$660.52
<b>TOTALS</b>	<b>\$47,931,598.84</b>	<b>100.00%</b>	<b>\$1,092,223.00</b>	<b>\$1,092,223.00</b>

**CALDWELL COUNTY APPRAISAL DISTRICT  
2019 COLLECTION BUDGET (PROPOSED)**

	<b>PERSONNEL</b>	<b>2018</b>	<b>2019</b>
90-70120	Deputy Tax Collector	50,466.00	51,728.00
90-70121	Collections Specialist	36,045.00	34,340.00
90-70126	Public Assist	31,120.00	26,650.00
90-70130	Part time	0.00	0.00
90-70135	Payroll contingency	0.00	0.00
	<b>SUBTOTAL</b>	<b>117,631.00</b>	<b>112,718.00</b>
	<b>DEDUCTIONS/BENEFITS</b>		
90-71000	Payroll Tax	9,440.00	9,100.00
90-71002	Retirement/ employer	11,200.00	11,000.00
90-71004	Health benefits	24,100.00	24,300.00
90-71005	Worker comp	775.00	775.00
90-71006	Unemployment	2,375.00	3,375.00
	<b>SUBTOTAL</b>	<b>47,890.00</b>	<b>48,550.00</b>
	<b>SERVICES</b>		
90-72002	Audit	1,800.00	1,800.00
90-72004	Data Processing Services	17,450.00	18,450.00
90-72005	County employee contract	15,500.00	16,500.00
90-72007	Janitorial service	2,500.00	2,500.00
90-72008	Legal	2,300.00	2,500.00
	<b>SUBTOTAL</b>	<b>39,550.00</b>	<b>41,750.00</b>
	<b>GENERAL EXPENSES</b>		
90-72500	Bond- Chief - Notary	200.00	200.00
90-72501	Membership / Dues	650.00	700.00
90-72502	Computer supplies - data processing	2,300.00	2,300.00
90-72504	Education & fees	2,250.00	3,400.00
90-72505	Insurance - liability	800.00	800.00
90-72506	Insurance Building/ Equip - contents	1,150.00	1,200.00
90-72507	Legal notices/printing	9,900.00	9,900.00
90-72508	Maint - hardware/equip	2,600.00	2,600.00
90-72509	Maint -office equip	1,200.00	1,400.00
90-72510	Mileage & travel	2,800.00	2,800.00
90-72511	Office supplies	2,800.00	3,000.00
90-72512	Postage	13,800.00	14,000.00
90-72513	Postage meter/Box rental	1,400.00	1,400.00
90-72515	Rental - copier	1,800.00	1,800.00
90-72516	Electricity	3,000.00	3,000.00
90-72517	Telephone	3,100.00	3,400.00
90-72518	Water & sewer	1,000.00	1,200.00
90-72519	Mortgage	16,500.00	16,500.00
90-72520	Building Maint	2,025.00	2,100.00
	<b>SUBTOTAL</b>	<b>69,275.00</b>	<b>71,700.00</b>
	<b>CAPITAL INVESTMENTS</b>		
90-79000	Office equipment	2,000.00	2,000.00
90-79001	Computer Equipment	5,000.00	5,000.00
	<b>SUBTOTAL</b>	<b>7,000.00</b>	<b>7,000.00</b>
	<b>CONTINGENCY</b>		
90-79002	Building Expense	2,200.00	2,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	<b>SUBTOTAL</b>	<b>5,200.00</b>	<b>5,200.00</b>
	<b>TOTAL EXPENSES</b>	<b>286,546.00</b>	<b>286,918.00</b>

## 2019 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2017 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,295,179.62	9.336%	\$286,918.00	\$26,787.89
CITY OF LULING	\$1,181,907.56	2.569%	\$286,918.00	\$7,371.24
CITY OF MARTINDALE	\$296,860.13	0.645%	\$286,918.00	\$1,851.44
CITY OF MUSTANG RIDGE	\$124,155.23	0.270%	\$286,918.00	\$774.32
CITY OF NIEDERWALD	\$16,288.42	0.035%	\$286,918.00	\$101.59
CITY OF UHLAND	\$22,174.94	0.048%	\$286,918.00	\$138.30
CALDWELL ESD #2	\$100,407.80	0.218%	\$286,918.00	\$626.22
CALDWELL ESD #3	\$104,940.91	0.228%	\$286,918.00	\$654.49
CALDWELL ESD #4	\$81,629.38	0.177%	\$286,918.00	\$509.10
CALDWELL-HAYS ESD1	\$332,412.26	0.723%	\$286,918.00	\$2,073.17
CALDWELL COUNTY	\$16,204,940.50	35.225%	\$286,918.00	\$101,065.91
LOCKHART ISD	\$16,399,511.91	35.648%	\$286,918.00	\$102,279.40
LULING ISD	\$4,747,743.39	10.320%	\$286,918.00	\$29,610.41
PRAIRIE LEA ISD	\$1,564,126.51	3.400%	\$286,918.00	\$9,755.04
GONZALES COUNTY UWD	\$7,934.56	0.017%	\$286,918.00	\$49.49
PLUM CREEK CONS DIST	\$270,986.28	0.589%	\$286,918.00	\$1,690.07
PLUM CREEK UWD	\$253,324.33	0.551%	\$286,918.00	\$1,579.92
<b>TOTALS</b>	<b>\$46,004,523.73</b>	<b>100.00%</b>	<b>\$286,918.00</b>	<b>\$286,918.00</b>

- 5. Approve Budget Amendment #23 to approve decreasing budget line item 002-1101-4630 / Seal Coating in the amount of \$10,000 and increasing budget line item 002-1101-5310 / Machinery and Equipment in the amount of \$10,000 netting a \$0 cost to Unit Road.**





**REPORTS**

**Lori Rangel, County Treasurer:**

**Quarterly Investment Report for Quarter Ending  
03/31/2018**

**Quarterly Investment Report for Quarter Ending  
06/30/2018**

**CALDWELL COUNTY TREASURER**

110 South Main St. Room 103

Lockhart, Texas 78644

Telephone 512-398-1800

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April 13, 2018

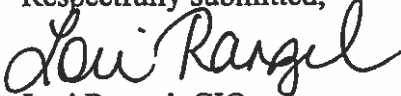
The Honorable Commissioner's Court  
Caldwell County Courthouse  
Lockhart, Texas 78644

Honorable Members of the Court:

In accordance with the Public Funds Investment Act, Section 2256.023, which requires that not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds, the following is the Quarterly Investment Report for Caldwell County.

This Investment Report for the Quarter ending March 31, 2018 is submitted for your review and for recording in the minutes of the Court. This report is compiled from investments that have been approved, on a monthly basis, by the Court.

Respectfully submitted,



Lori Rangel, CIO  
County Treasurer

CALDWELL COUNTY QUARTERLY INVESTMENT REPORT  
 QUARTER ENDING 03312018

	Investment Market Value	Interest Earned	Transactions		Redemption	SHARES OWNED		MARKET VALUE
			In	Out		03/31/18	03/31/18	
Gen. Fd. TexPool	1,761,381.13	14,428.07	3,250,000.00	0.00		5,025,809.20		5,025,809.20
G. F. Logic Class A	4,823,311.72	33,163.45	4,750,000.00	0.00		9,606,475.17		9,606,475.17
Texas Class	886,949.70	3,593.78	0.00	0.00		890,543.48		890,543.48
					TOTAL GEN. FUND INVESTMENTS:			15,522,827.85
Texpool/Debt Serv.	471,444.76	2,224.85	450,000.00	171,000.00		752,669.61		752,669.61
Texas Class	59,425.08	716.62	200,000.00	0.00		260,141.70		260,141.70
					TOTAL DEBT SERVICE INVESTMENTS:			1,012,811.31

I do hereby certify that this report is true and correct to the best of my knowledge and belief, according to the records of this office.

Respectfully submitted for approval

*Lori Rangel*  
 Lori Rangel, CIO County Treasurer

*4.13.18*

Date

**CALDWELL COUNTY TREASURER**

110 South Main St. Room 103

Lockhart, Texas 78644

Telephone 512-398-1800

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July 12, 2018

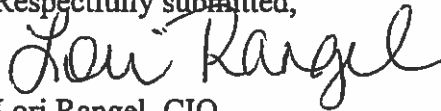
The Honorable Commissioner's Court  
Caldwell County Courthouse  
Lockhart, Texas 78644

Honorable Members of the Court:

In accordance with the Public Funds Investment Act, Section 2256.023, which requires that not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds, the following is the Quarterly Investment Report for Caldwell County.

This Investment Report for the Quarter ending June 30, 2018 is submitted for your review and for recording in the minutes of the Court. This report is compiled from investments that have been approved, on a monthly basis, by the Court.

Respectfully submitted,



Lori Rangel, CIO  
County Treasurer

CALDWELL COUNTY QUARTERLY INVESTMENT REPORT  
 QUARTER ENDING 06302018

	Investment Market Value	Interest Earned	Transactions		Redemption	SHARES OWNED 06/30/18	MARKET VALUE 06/30/18
			In	Out			
Gen. Fd. TexPool	5,025,809.20	21,352.24	0.00	250,000.00		4,797,161.44	4,797,161.44
G. F. Logic Class A	9,606,475.17	46,531.96	0.00	1,000,000.00		8,653,007.13	8,653,007.13
Texas Class	890,543.48	4,571.65	0.00	0.00		895,115.13	895,115.13
TOTAL GEN. FUND INVESTMENTS:							14,345,283.70
Texpool/Debt Serv.	752,669.61	3,255.31	0.00	0.00		755,924.92	755,924.92
Texas Class	260,141.70	1,335.45	0.00	0.00		261,477.15	261,477.15
TOTAL DEBT SERVICE INVESTMENTS:							1,017,402.07

I do hereby certify that this report is true and correct to the best of my knowledge and belief, according to the records of this office.

Respectfully submitted for approval

*Lori Rangel*

Lori Rangel, CIO County Treasurer

7/12/18  
Date

**SPECIAL PRESENTATION**

**Elsie Lacey - 4-H Interpretation**

**Graham Moore - Alliance Regional Water Authority**

## **ACTION AGENDA ITEMS**

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



**7. Discussion/Action** consideration and approval of an order authorizing the issuance of “Caldwell County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018”; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the county and further securing said certificates by a lien on and pledge of the pledged revenues derived from the operation of the County Jail; providing the terms and conditions of said certificates and resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and an Official Bid Form; complying with the requirements imposed by the letter of representations on file with the depository trust company; authorizing the execution of any necessary engagement agreements with the County’s financial advisors and/or bond counsel; and providing for an effective date. **Cost: TBD; Speaker: Judge Schawe; Backup: 49; additional backup, Exhibits A-C, to be provided during court.**

**AN ORDER AUTHORIZING THE ISSUANCE OF “CALDWELL COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES DERIVED FROM THE OPERATION OF THE COUNTY JAIL; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Commissioners Court of Caldwell County, Texas (the *County*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$6,000,000 for the purpose of providing funds for the payment of contractual obligations of the County to be incurred for (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff’s Department, including improvements to the Sheriff’s Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, this notice has been duly published in a newspaper hereby found and determined to be of general circulation in the County, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than thirty (30) days prior to the tentative date stated therein for the passage of the order authorizing the issuance of such certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified voters of the County, has been presented to or filed with the County Clerk or Deputy County Clerk prior to the date tentatively set in such notice for the passage of this order; and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the certificates of obligation in the principal amount of \$ \_\_\_\_\_ is in the best interests of the residents of the County; now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the County shall be and are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_), to be designated and bear the title of "CALDWELL COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018" (the *Certificates*), for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to wit: (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff's Department, including improvements to the Sheriff's Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Sections 271.041 through 271.064 and Section 361.052, as amended, Texas Local Government Code.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Certificates are issuable in fully registered form only, shall be dated September 1, 2018 (the *Dated Date*), shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R-" and numbered consecutively from One (1) upward, and the Certificates shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about September 5, 2018), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about September 5, 2018), or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 1 and August 1 in each year, commencing February 1, 2019 the *Interest Payment Date*), while the Certificates are Outstanding.

**SECTION 3. Payment of Certificates - Paying Agent/Registrar.** The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Certificates.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as the initial Paying Agent/Registrar for the Certificates (the *Paying Agent/Registrar*) is hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the

laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of this substitution to be sent on or prior to the appropriate date of payment to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holder*s) maintained on behalf of the County by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each

Holder of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Mandatory Redemption of Certificates. The Certificates stated to mature on February 1, 20\_\_, February 1, 20\_\_, and February 1, 20\_\_ are referred to herein as the “Term Certificates”. The Term Certificates are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____*

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____*

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____
20__	_____*

\*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Certificates having Stated Maturities on and after February 1, 2028 shall be subject to redemption prior to Stated Maturity, at the option of the County, on February 1, 2027 or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the County to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the County.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall

become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Order.

F. Transfer/Exchange of Certificates. Neither the County nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution - Registration. The Certificates shall be executed on behalf of the County by the County Judge under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk or Deputy County Clerk, and registered by the County Treasurer or Assistant County Treasurer. The signature of any of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereafter defined) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/ Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every Holder of the Certificates, or, if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by its duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the County shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of



authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the County shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

**SECTION 7. Initial Certificate.** The Certificates herein authorized shall be issued initially either (i) as a single fully-registered Certificate in the total principal amount of \$\_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully-registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate to the Purchasers shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates, on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or

duly provided for, to Stated Maturity, and shall be lettered “R” and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the County or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

B. Form of Definitive Certificate.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
CALDWELL COUNTY, TEXAS  
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF  
OBLIGATION, SERIES 2018

Dated Date: September 1, 2018      Interest Rate:      Stated Maturity:      CUSIP No.:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Caldwell County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 5, 2018) (or so much thereof as shall not have been paid upon prior redemption), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2019.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

The Certificates stated to mature on February 1, 20\_\_, February 1, 20\_\_, and February 1, 20\_\_ are referred to herein as the “Term Certificates”. The Term Certificates are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____*

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____*

Term Certificates  
Stated to Mature  
on February 1, 20\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____
20__	_____
20__	_____
20__	_____*

\*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Certificates stated to mature on and after February 1, 2028 shall be subject to redemption prior to their Stated Maturities at the option of the County, on February 1, 2027 or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to

the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Order. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (the *Certificates*) pursuant to an Order adopted by the governing body of the County (the *Order*), for the purpose of providing funds for the payment of contractual obligations of the County to be incurred for (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff's Department, including improvements to the Sheriff's Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Sections 271.041 through 271.064 and Section 361.052, as amended, Texas Local Government Code.

The Certificates of this series are payable from the proceeds of a direct and continuing ad valorem tax levied upon all taxable property within the County within the limitations prescribed by law and are further payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues derived from the operation of the System; provided, however, such lien on and pledge of the Pledged Revenues being subordinate and inferior to the lien on and pledge of Net Revenues securing payment of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County. In the Order, the County reserves and retains the right to issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, while the Certificates are Outstanding,

without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the County may issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the County is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order; and that issuance of the Certificates does not exceed any

constitutional or statutory limitation and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax as aforesaid and the collection of Pledged Revenues. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Certificate to be duly executed under the official seal of its Commissioners Court.

CALDWELL COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

COUNTERSIGNED:

REGISTERED:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court

\_\_\_\_\_  
County Treasurer

(SEAL OF COMMISSIONERS COURT)

*[The remainder of this page intentionally left blank.]*



C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
THE STATE OF TEXAS § REGISTER NO. \_\_\_\_\_  
§

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_ .

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

\* Note to Printer: Not to appear on printed Certificates

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Order; the Certificate or Certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., Dallas, Texas, as  
Paying Agent/Registrar

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto  
(Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney to transfer the within Certificate on the books kept for  
registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

\_\_\_\_\_

F. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(1) immediately under the name of the Certificate(s) the headings "Interest Rate \_\_\_\_" and "Stated Maturity \_\_\_\_" shall both be completed "as shown below";

(2) the first two paragraphs shall read as follows:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Caldwell County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted from  
schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about September 5, 2018), or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2019.

Principal of, and premium, if any, this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, or prior redemption, while Outstanding, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Purchasers or the County for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9. Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 45 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Additional Parity Obligations* shall mean (i) obligations hereafter issued by the County payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Pledged Revenues on a parity with the lien securing the payment of the Certificates, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to

refund any of the foregoing as determined by the Commissioners Court in accordance with any applicable law.

B. The term *Authorized Officials* shall mean the County Judge, County Treasurer, Assistant County Treasurer, County Clerk, and/or the County Auditor.

C. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

D. The term *Certificates* shall mean the \$\_\_\_\_\_ “CALDWELL COUNTY, COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018” authorized by this Order.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

F. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the County become delinquent.

G. The term *County* shall mean Caldwell County, Texas and where applicable the Commissioners Court of the County.

H. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

I. The term *Depository* shall mean an official depository bank of the County.

J. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30<sup>th</sup> of each year; provided, however, the Commissioners Court may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

K. The term *Government Securities*, as used herein shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent;

(iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

L. The term *Gross Revenues* for any period shall mean all income and revenues received by the County by virtue of its ownership and operation of the System facilities, including, but not limited to, its rentals, fees, and other revenues resulting from the ownership of the System facilities, including rentals received from leasing all or part of the System facilities. However, it is expressly recognized that any such lease must comply with the requirements of the Code and existing regulations, published rulings, and court decisions.

M. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

N. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 1 and August 1 of each year, commencing February 1, 2019, while any of the Certificates remain outstanding.

O. The term *Insurance Policy* shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Certificates when due.

P. The term *Insurer* shall mean \_\_\_\_\_, or any successor thereto or assignee thereof.

Q. The term *Junior Lien Bonds* shall mean (i) bonds or other obligations payable from and equally and ratably secured, in whole or in part, by a lien on a pledge of the Net Revenues of the System which is junior and inferior to the lien securing the payment of any Prior Lien Bonds hereafter issued by the County, but prior and superior to the lien on and pledge of the Pledged Revenues securing, in part, the payment of the Obligations Similarly Secured, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior lien on and pledge of the Net Revenues as determined by the Commissioners Court in accordance with any applicable law.

R. The term *Maintenance and Operation Expenses* shall mean the expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to maintain and operate the System facilities; provided, however, that only such repairs and extensions as in the judgment of the Commissioners Court, reasonably and fairly exercised, are necessary to keep the System facilities in operation and render adequate service to the County and the inhabitants thereof, or such as might be necessary to meet some physical action or condition which would otherwise impair the security of any bonds or other obligations payable from and secured, in whole or in part, by a lien on the Net Revenues derived from the ownership and operation of the System facilities shall be deducted in determining Net Revenues.

S. The term *Net Revenues* for any period shall mean the Gross Revenues less the Maintenance and Operating Expenses for any Fiscal Year.

T. The term *Obligations Similarly Secured* shall mean (i) obligations hereafter issued by the County payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Pledged Revenues, more particularly described as:

(a) the Certificates; and

(b) (ii) any Additional Parity Obligations hereafter issued by the County.

U. The term *Order* shall mean this order adopted by the Commissioners Court of the County on August 13, 2018.

V. The term *Outstanding* when used in this Order with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Order, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the County in accordance with the provisions of Section 29 of this Order; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Order.

W. The term *Pledged Revenues* shall mean that portion of the Net Revenues securing the payment of the Certificates or any Additional Parity Obligations hereafter issued by the County. The amount of Pledged Revenues appropriated during any Fiscal Year and set aside in the annual budget for the payment of principal of or interest on the Certificates shall be determined within the sole discretion of the Commissioners Court, provided, however, that in no event may the Commissioners Court in the exercise of its discretion appropriate less than \$1,000, or such lesser amount remaining and available after the payment of all Maintenance and Operation Expenses, of such Net Revenues for the payment of the principal of or interest on the Certificates or any Additional Parity Obligations.

X. The term *Prior Lien Bonds* shall mean (i) any revenue bonds, notes, or similar obligations of the County hereafter issued in one or more series or installments, pursuant to the provisions of the Chapter 361, as amended, Texas Local Government Code, that are payable from and secured, in whole or in part, by a first and superior lien on and pledge of the Net Revenues, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a first and superior lien on the Net Revenues as determined by the Commissioners Court in accordance with any applicable law.

Y. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Order.

Z. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 1 of each year the Certificates are Outstanding as set forth in Section 2 of this Order.

AA. The term *System* shall mean the County's existing criminal justice and correctional facilities, including the County Jail.

SECTION 10. Certificate Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special Fund to be designated "COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018, INTEREST AND SINKING FUND" (the *Certificate Fund*), which Fund shall be kept and maintained at the County's Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the County are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described in this Order may, at the option of the County, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Certificate Fund shall be made in such a manner that the money required to be expended from the Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund or account established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the Commissioners Court establishes the annual tax rate and passes an order levying ad valorem taxes each year, the Commissioners Court shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the ad valorem taxes then to be levied and the Collection Date for the ad valorem taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues or any other lawfully available funds appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues or any other lawfully available funds appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Pledged Revenues. The County hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County, the



Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Obligations Similarly Secured and the pledge of Pledged Revenues herein made for the payment of the Obligations Similarly Secured shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the County.

SECTION 13. Revenue Fund. The County hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the County and shall be deposited as collected into the "CALDWELL COUNTY JAIL FACILITIES REVENUE FUND" (the *Revenue Fund*). All money deposited in the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or orders authorizing the issuance of any indebtedness of the County to be a first charge on and claim against the Gross Revenues of the System;

Second: to the payment of all amounts required to be deposited in the special funds and accounts established for the payment, security, and benefit of any Prior Lien Bonds hereafter issued by the County in accordance with the terms and provisions of any orders authorizing their issuance;

Third: to the payment of all amounts required to be deposited in the special funds and accounts established for the payment, security, and benefit of any Junior Lien Bonds hereafter issued by the County in accordance with the terms and provisions of any orders authorizing their issuance; and

Fourth: to the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment, security, and benefit of the Obligations Similarly Secured or any Additional Parity Obligations hereafter issued by the County in accordance with the terms and provisions of the orders authorizing their issuance.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other County purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund; Surplus Certificate Proceeds. The County hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Obligations Similarly Secured or any Additional Parity Obligations from the Pledged Revenues in the Revenue Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment and security of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County, any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 16. Maintenance of the System; Insurance. The County covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business (which may include an adequate program of self-insurance); and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, shall be held for the benefit of the holders of the Obligations Similarly Secured and any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Order shall be construed as requiring the County to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the County from doing so.

SECTION 17. Rates and Charges. The County hereby covenants and agrees with the Holders of the Certificates that rates and charges for the housing inmates afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Bonds hereafter issued by the County as the same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof, (ii) the interest on and principal of any Junior Lien Bonds hereafter issued by the County as the same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof, and (iii) the interest on and principal of the Obligations Similarly Secured or any Additional Parity Obligations hereafter issued by the County as the

same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The County further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, including receipts and disbursements of Pledged Revenues. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The County further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (i) defaults in the payments to be made to the Certificate Fund, or (ii) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Commissioners Court of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Special Covenants. The County hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under the Texas Health and Safety Code, Section 363.135, as amended, and the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Sections 271.041 through Section 271.064; and

B. other than the pledge of the Pledged Revenues for the payment of the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the County or of the System.

SECTION 21. Issuance of Additional Obligations. The County hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise,

provided that the order authorizing the issuance of any Prior Lien Bonds provides that such bonds are payable from and secured, in whole or in part, by a first and superior lien on the Net Revenues.

The County hereby expressly reserves the right to hereafter issue Junior Lien Bonds, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, provided that the order authorizing the issuance of any Junior Lien Bonds provides that such obligations are payable from and secured, in whole or in part, by a lien on and pledge of the Net Revenues which are junior and inferior to the Prior Lien Bonds, but have a lien on the Net Revenues superior to the lien securing the payment of the Obligations Similarly Secured and any Additional Parity Obligations.

The County hereby expressly reserves the right to hereafter issue Additional Parity Obligations, on a parity with the Certificates, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, provided that the order authorizing the issuance of any Additional Parity Obligations provides that such obligations are payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues on a parity with the lien securing the payment of the Certificates.

Any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County shall be payable, in whole or in part, from a lien on and pledge of the Net Revenues, such liens being prior and superior to the lien on and pledge of the Pledged Revenues securing the payment of the Obligations Similarly Secured and Additional Parity Obligations hereafter issued by the County.

Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the Commissioners Court may determine.

SECTION 22. Application of the Covenants and Agreements of the Prior Lien Bonds or Junior Lien Bonds. It is the intention of the Commissioners Court and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the orders authorizing the issuance of the Prior Lien Bonds or Junior Lien Bonds and to the extent of any irreconcilable conflict between the provisions contained herein and in the orders authorizing the issuance of the Prior Lien Bonds or Junior Lien Bonds, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Order, especially the priority of rights and benefits conferred thereby to the owners of any Prior Lien Bonds or Junior Lien Bonds.

SECTION 23. Notices to Holders; Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 24. Cancellation.** All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/ Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the County.

**SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates.** If (i) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (ii) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the County may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates – Authorization of an Official Bid Form - Use of Certificate Proceeds – Approval of Official Statement. The Certificates authorized by this Order are hereby sold by the County to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as the authorized representative of a group of underwriters (the *Purchasers*, and having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form, dated August 13, 2018 (the *Official Bid Form*), attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. The Initial Certificate shall be registered in the name of \_\_\_\_\_. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Certificates whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the County. Any Authorized Official is hereby authorized and directed to execute the Official Bid Form for and on behalf of the County and as the act and deed of this Commissioners Court, and in regard to the approval and execution of the Official Bid Form, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the County contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the County. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Official Bid Form.

Proceeds from the sale of the Certificates shall be applied as follows:

A. Accrued interest, if any, received from the Purchasers shall be deposited into the Certificate Fund.

B. The County received [a net / an original issue] reoffering premium from the sale of the Certificates of \$\_\_\_\_\_ which is hereby allocated by the County in the following manner: (1) \$\_\_\_\_\_ to pay the Purchasers' compensation, (2) \$\_\_\_\_\_ shall be deposited to the Construction Fund referenced in paragraph C below, (3) \$\_\_\_\_\_ shall be deposited to pay certain remaining costs of issuance of the Certificates, and (4) \$\_\_\_\_\_ shall be deposited into the Certificate Fund as additional proceeds..

C. The balance of the proceeds derived from the sale of the Certificates, after making the deposits to the Certificate Fund as described in A and B above (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Certificates. This special construction account shall be established and maintained at the County's Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Order.

Furthermore, the County hereby ratifies, confirms, and approves in all respects (i) the County's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Official Bid Form, and Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Official Bid Form (together with such changes approved by any Authorized Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated August 6, 2018, in the reoffering, sale and delivery of the Certificates to the public. The County Judge and County Clerk are further authorized and directed to manually execute and deliver for and on behalf of the County copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Commissioners Court and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any

specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the County shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For



purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Certificates with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall pay

to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The County reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The County hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The County hereby designates the Certificates as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the County represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the County (including any

subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the County reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2018 by the County (including any subordinate entities) will not exceed \$10,000,000; and (c) the County will take such action or refrain from such action as is necessary in order that the Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the County’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Order, then the lien on and pledge of the Pledged Revenues and the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited and/or held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the County shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption

premium (if any), and interest due on any defeased Certificate. As and to the extent applicable, if at all, the County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk or Deputy County Clerk of the County is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the County nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Order a Contract; Amendments - Outstanding Certificates. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Certificates. This Order shall constitute a contract with the Holders from time to time, shall be binding on the County and its successors and assigns, and it shall not be amended or repealed by the County so long as any Certificate remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, the redemption price therefor, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 35. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 36. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this

Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court of the County.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order. In addition, the Commissioners Court hereby ratifies in all respects any and all action heretofore taken thereunder, or obligations incurred thereunder by any County representative as the act and deed of the County for all purposes.

SECTION 41. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 42. No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Order against any official of the County or any person executing any Certificate.

SECTION 43. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 44. Book-Entry Only System. The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificate described in Section 7) in the form of a separate single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

The Certificates shall be registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time

to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of the bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 45. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

*MSRB* means the Municipal Securities Rulemaking Board.

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

B. Annual Reports.

The County shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2018, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 26 of this Order, being the information described in Exhibit D hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the County must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the County Clerk within 180 days after the last day of the County's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the County changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.



C. Notice of Certain Events.

The County shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such

jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the

provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The County may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the County so amends the provisions of this Section, the County shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The County information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 46. Further Procedures. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, the Official Bid Form, and the Official Statement. In addition, prior to the initial delivery of the Certificates, the County Judge, County Clerk or Deputy County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely

document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contracts with Financial Advisor and/or Bond Counsel. The County authorizes the County Judge, and/or the County Clerk, or their designee, to take all actions necessary to execute any necessary financial advisory contracts with Specialized Public Finance Inc., as the financial advisor to the County (the *Financial Advisor*). The County understands that under applicable federal securities laws and regulations that the County must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the County also authorizes the County Judge, and/or the County Clerk, or their designee, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the Bond Counsel to the County.

SECTION 48. County's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the County hereby consents to and authorizes any Authorized Officials, Bond Counsel to the County, and/or Financial Advisor to the County to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 49. Municipal Bond Insurance. The payment of the debt service requirements on the Certificates is insured by the Insurer pursuant to the Insurance Policy.

SECTION 50. Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

*[The remainder of this page intentionally left blank.]*

PASSED AND ADOPTED on the 13<sup>th</sup> day of August, 2018.

CALDWELL COUNTY, TEXAS

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County Judge

ATTEST:

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County Clerk and Ex-Officio  
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

## INDEX TO EXHIBITS

Exhibit A.....	Paying Agent/Registrar Agreement
Exhibit B.....	Official Bid Form
Exhibit C.....	DTC Letter of Representations
Exhibit D.....	Financial Information and Operating Data

EXHIBIT A

**Paying Agent/Registrar Agreement**

See Tab No. \_\_

EXHIBIT B

**Official Bid Form**

See Tab No. \_\_



EXHIBIT C

**DTC Letter of Representations**

See Tab No. \_\_

## EXHIBIT D

### Description of Annual Financial Information and Operating Data

The following information is referred to in Section 45 of this Order.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The County's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the County appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. The quantitative financial information and operating data of the County of the general type included in the Official Statement under Tables 1 through 5 and 7 through 10.

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

**8. Discussion/Action** regarding the structure and appointments of a Bond Committee Election. **Cost: None; Speaker: Commissioner Theriot; Backup: None.**


**9. Discussion/Action** regarding the tax rate and voting on the proposed tax rate. If the tax rate will exceed the roll back rate or effective tax rate (whichever is lower), take record vote and schedule two public hearings. **Cost: None; Speaker: Judge Schawe; Backup: 21.**

# 2018 EFFECTIVE AND ROLLBACK TAX RATE INFORMATION

## CALDWELL COUNTY

	GCA	FTM	TOTAL
2017 TAX RATE	0.7752/\$100	0.0001/\$100	0.7753/\$100
2018 EFFECTIVE TAX RATE	0.7211/\$100	0.0000/\$100	0.7211/\$100
2018 NOTICE & HEARING LIMIT			0.7211/\$100
2018 ROLLBACK RATE			0.7913/\$100
2018 PUBLISHED DEBT RATE	0.0684/\$100		0.0684/\$100

SUBMITTED TO CALDWELL COUNTY THE 8<sup>th</sup> DAY OF August 2018.

  
SHANNA RAMZINSKI  
INTERIM CHIEF APPRAISER  
CALDWELL COUNTY APPRAISAL DISTRICT

# 2018 Effective Tax Rate Worksheet

## Caldwell County - County General Fund

See pages 13 to 16 for an explanation of the effective tax rate.

<b>1.</b>	<b>2017 total taxable value.</b> Enter the amount of 2017 taxable value on the 2017 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14). <sup>1</sup>	\$2,158,317,457
<b>2.</b>	<b>2017 tax ceilings.</b> Counties, Cities and Junior College Districts. Enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" if your taxing units adopted the tax ceiling provision in 2017 or prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$285,546,425
<b>3.</b>	<b>Preliminary 2017 adjusted taxable value.</b> Subtract line 2 from line 1.	\$1,872,771,032
<b>4.</b>	<b>2017 total adopted tax rate.</b>	\$0.775200/\$100
<b>5.</b>	<b>2017 taxable value lost because court appeals of ARB decisions reduced 2017 appraised value.</b> A. Original 2017 ARB values: <span style="float: right;">\$4,332,090</span> B. 2017 values resulting from final court decisions: <span style="float: right;">- \$3,432,820</span> C. 2017 value loss. Subtract B from A. <sup>3</sup>	\$899,270
<b>6.</b>	<b>2017 taxable value, adjusted for court-ordered reductions.</b> Add line 3 and line 5C.	\$1,873,670,302
<b>7.</b>	<b>2017 taxable value of property in territory the unit deannexed after January 1, 2017.</b> Enter the 2017 value of property in deannexed territory. <sup>4</sup>	\$0
<b>8.</b>	<b>2017 taxable value lost because property first qualified for an exemption in 2017.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2017 market value: <span style="float: right;">\$111,450</span> B. Partial exemptions. 2018 exemption amount or 2018 percentage exemption times 2017 value: <span style="float: right;">+ \$2,812,360</span> C. Value loss. Add A and B. <sup>5</sup>	\$2,923,810

1 Tex. Tax Code § 26.012(14)

2 Tex. Tax Code § 26.012(14)

3 Tex. Tax Code § 26.012(13)

4 Tex. Tax Code § 26.012(15)

5 Tex. Tax Code § 26.012(15)

## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - County General Fund

<b>9.</b>	<b>2017 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2018.</b> Use only those properties that first qualified in 2018; do not use properties that qualified in 2017. A. 2017 market value: <span style="float: right;">\$5,309,418</span> B. 2018 productivity or special appraised value: <span style="float: right;">- \$100,250</span> C. Value loss. Subtract B from A. <sup>6</sup>	\$5,209,168
<b>10.</b>	<b>Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$8,132,978
<b>11.</b>	<b>2017 adjusted taxable value.</b> Subtract line 10 from line 6.	\$1,865,537,324
<b>12.</b>	<b>Adjusted 2017 taxes.</b> Multiply line 4 by line 11 and divide by \$100.	\$14,461,645
<b>13.</b>	<b>Taxes refunded for years preceding tax year 2017.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2017. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2017. This line applies only to tax years preceding tax year 2017. <sup>7</sup>	\$3,574
<b>14.</b>	<b>Taxes in tax increment financing (TIF) for tax year 2017.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2018 captured appraised value in Line 16D, enter "0". <sup>8</sup>	\$0
<b>15.</b>	<b>Adjusted 2017 taxes with refunds and TIF adjustment.</b> Add lines 12 and 13, subtract line 14. <sup>9</sup>	\$14,465,219
<b>16.</b>	<b>Total 2018 taxable value on the 2018 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. <sup>10</sup> A. <b>Certified values only:</b> <span style="float: right;">\$2,303,147,688</span> B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: <span style="float: right;">+ \$5,294,472</span>	

6 Tex. Tax Code § 26.012(15)

7 Tex. Tax Code § 26.012(13)

8 Tex. Tax Code § 26.03(c)

9 Tex. Tax Code § 26.012(13)

10 Tex. Tax Code § 26.012(15)

## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - County General Fund

16. (cont.)	<p><b>C. Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property: <span style="float: right;">- \$0</span></p> <p><b>D. Tax increment financing:</b> Deduct the 2018 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2018 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.<sup>11</sup> <span style="float: right;">- \$0</span></p> <p><b>E. Total 2018 value.</b> Add A and B, then subtract C and D. <span style="float: right;">\$2,308,442,160</span></p>	
17.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b><sup>12</sup></p> <p><b>A. 2018 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.<sup>13</sup> <span style="float: right;">\$48,899,124</span></p> <p><b>B. 2018 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.<sup>14</sup> <span style="float: right;">+ \$0</span></p>	

11 Tex. Tax Code § 26.03(c)

12 Tex. Tax Code § 26.01(c)

13 Tex. Tax Code § 26.04 and 26.041

14 Tex. Tax Code § 26.04 and 26.041



## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - County General Fund

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$48,899,124						
18.	2018 tax ceilings. Counties, cities and junior colleges enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2017 or prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$298,987,346						
19.	2018 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$2,058,353,938						
20.	Total 2018 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2018 value of property in territory annexed. <sup>16</sup>	\$0						
21.	Total 2018 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2017. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2017 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2018. <sup>17</sup>	\$52,603,731						
22.	Total adjustments to the 2018 taxable value. Add lines 20 and 21.	\$52,603,731						
23.	2018 adjusted taxable value. Subtract line 22 from line 19.	\$2,005,750,207						
24.	2018 effective tax rate. Divide line 15 by line 23 and multiply by \$100. <sup>18</sup>	\$0.7211/\$100						
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2018 county effective tax rate. <sup>19</sup>							
	<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Fund Name</th> <th style="text-align: right;">Tax Rate</th> </tr> </thead> <tbody> <tr> <td>County General Fund</td> <td style="text-align: right;">0.7211</td> </tr> <tr> <td>Farm to Market Road</td> <td style="text-align: right;">0.0000</td> </tr> </tbody> </table>	Fund Name	Tax Rate	County General Fund	0.7211	Farm to Market Road	0.0000	\$0.7211/\$100
Fund Name	Tax Rate							
County General Fund	0.7211							
Farm to Market Road	0.0000							

15 Tex. Tax Code § 26.012(6)

16 Tex. Tax Code § 26.012(17)

17 Tex. Tax Code § 26.012(17)

18 Tex. Tax Code § 26.04(c)

19 Tex. Tax Code § 26.04(d)

A county, city or hospital district that adopted the additional sales tax in November 2017 or in May 2018 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

# 2018 Rollback Tax Rate Worksheet

## Caldwell County - County General Fund

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	2017 maintenance and operations (M&O) tax rate.	\$0.710200/\$100
27.	2017 adjusted taxable value. Enter the amount from line 11.	\$1,865,537,324
28.	<p><b>2017 M&amp;O taxes.</b></p> <p>A. Multiply line 26 by line 27 and divide by \$100. <span style="float: right;">\$13,249,046</span></p> <p>B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&amp;O expenses in 2017. Enter amount from full year's sales tax revenue spent for M&amp;O in 2017 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. <span style="float: right;">+ \$1,789,341</span></p> <p>C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." <span style="float: right;">+ \$0</span></p> <p>D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." <span style="float: right;">+/- \$0</span></p>	

**2018 Rollback Tax Rate Worksheet (continued)**  
**Caldwell County - County General Fund**

<b>28.</b> <b>(cont.)</b>	<p><b>E. Taxes refunded for years preceding tax year 2017:</b> Enter the amount of M&amp;O taxes refunded during the last budget year for tax years preceding tax year 2017. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2017. This line applies only to tax years preceding tax year 2017.</p> <p style="text-align: right;">+ \$3,094</p> <p><b>F. Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.</p> <p style="text-align: right;">+ \$0</p> <p><b>G. Taxes in tax increment financing (TIF):</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2018 captured appraised value in Line 16D, enter "0."</p> <p style="text-align: right;">- \$0</p> <p><b>H. Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.</p> <p style="text-align: right;">\$15,041,481</p>	
<b>29.</b>	<b>2018 adjusted taxable value.</b> Enter line 23 from the Effective Tax Rate Worksheet.	\$2,005,750,207
<b>30.</b>	<b>2018 effective maintenance and operations rate.</b> Divide line 28H by line 29 and multiply by \$100.	\$0.7499/\$100
<b>31.</b>	<b>2018 rollback maintenance and operation rate.</b> Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.	\$0.8098/\$100

## 2018 Rollback Tax Rate Worksheet (continued)

### Caldwell County - County General Fund

<b>32.</b>	<p><b>Total 2018 debt to be paid with property taxes and additional sales tax revenue.</b>          "Debt" means the interest and principal that will be paid on debts that:          (1) are paid by property taxes,          (2) are secured by property taxes,          (3) are scheduled for payment over a period longer than one year and          (4) are not classified in the unit's budget as M&amp;O expenses.</p> <p>A: <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service. <span style="float: right;">\$1,407,950</span></p> <p>B: Subtract <b>unencumbered fund amount</b> used to reduce total debt. <span style="float: right;">-\$0</span></p> <p>C: Subtract <b>amount paid</b> from other resources. <span style="float: right;">-\$0</span></p> <p>D: <b>Adjusted debt.</b> Subtract B and C from A. <span style="float: right;">\$1,407,950</span></p>							
<b>33.</b>	<p><b>Certified 2017 excess debt collections.</b> Enter the amount certified by the collector.</p>	\$0						
<b>34.</b>	<p><b>Adjusted 2018 debt.</b> Subtract line 33 from line 32.</p>	\$1,407,950						
<b>35.</b>	<p><b>Certified 2018 anticipated collection rate.</b> Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.</p>	100.000000%						
<b>36.</b>	<p><b>2018 debt adjusted for collections.</b> Divide line 34 by line 35.</p>	\$1,407,950						
<b>37.</b>	<p><b>2018 total taxable value.</b> Enter the amount on line 19.</p>	\$2,058,353,938						
<b>38.</b>	<p><b>2018 debt tax rate.</b> Divide line 36 by line 37 and multiply by \$100.</p>	\$0.0684/\$100						
<b>39.</b>	<p><b>2018 rollback tax rate.</b> Add lines 31 and 38.</p>	\$0.8782/\$100						
<b>40.</b>	<p><b>COUNTIES ONLY.</b> Add together the rollback tax rates for each type of tax the county levies. The total is the 2018 county rollback tax rate.</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Fund Name</th> <th style="text-align: right;">Tax Rate</th> </tr> </thead> <tbody> <tr> <td>County General Fund</td> <td style="text-align: right;">0.8782</td> </tr> <tr> <td>Farm to Market Road</td> <td style="text-align: right;">0.0000</td> </tr> </tbody> </table>	Fund Name	Tax Rate	County General Fund	0.8782	Farm to Market Road	0.0000	\$0.8782/\$100
Fund Name	Tax Rate							
County General Fund	0.8782							
Farm to Market Road	0.0000							

A taxing unit that adopted the additional sales tax must complete the lines for the *Additional Sales Tax Rate*. A taxing unit seeking additional rollback protection for pollution control expenses completes the *Additional Rollback Protection for Pollution Control*.

## Additional Sales Tax Rate Worksheet Caldwell County - County General Fund

<b>41.</b>	Units that adopted the sales tax in August or November 2017, or in January or May 2018. Enter the Comptroller's estimate of taxable sales for the previous four quarters. Units that adopted the sales tax before August 2017, skip this line.	\$0
<b>42.</b>	<p>Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.</p> <p>UNITS THAT ADOPTED THE SALES TAX IN AUGUST OR NOVEMBER 2017, OR IN JANUARY OR MAY 2018. Multiply the amount on line 41 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95.</p> <p style="text-align: center;">-OR-</p> <p>UNITS THAT ADOPTED THE SALES TAX BEFORE AUGUST 2017. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</p>	\$1,789,341
<b>43.</b>	2018 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$2,058,353,938
<b>44.</b>	Sales tax adjustment rate. Divide line 42 by line 43 and multiply by \$100.	\$0.0869/\$100
<b>45.</b>	2018 effective tax rate, unadjusted for sales tax. Enter the rate from line 24 or 25, as applicable, on the <i>Effective Tax Rate Worksheet</i> .	\$0.7211/\$100
<b>46.</b>	<p>2018 effective tax rate, adjusted for sales tax.</p> <p>UNITS THAT ADOPTED THE SALES TAX IN AUGUST OR NOVEMBER 2017, OR IN JANUARY OR MAY 2018. Subtract line 45 from line 46.</p> <p style="text-align: center;">-OR-</p> <p>UNITS THAT ADOPTED THE SALES TAX BEFORE AUGUST 2017. Enter line 46, do not subtract.</p>	\$0.7211/\$100
<b>47.</b>	2018 rollback tax rate, unadjusted for sales tax. Enter the rate from line 39 or 40, as applicable, of the rollback tax rate worksheet.	\$0.8782/\$100
<b>48.</b>	2018 rollback tax rate, adjusted for sales tax. Subtract line 44 from line 47.	\$0.7913/\$100

If the additional sales tax rate increased or decreased from last year, contact the Comptroller's office for special instructions on calculating the sales tax projection for the first year after the rate change.

**Additional Rollback Protection  
for Pollution Control Worksheet  
Caldwell County - County General Fund**

<b>49.</b>	Certified expenses from TCEQ. Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its assessor with a copy of the letter. See Part 3, the Rollback Rate, for more details.	\$0
<b>50.</b>	2018 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$2,058,353,938
<b>51.</b>	Additional rate for pollution control. Divide line 49 by line 50 and multiply by 100.	\$0.0000/\$100
<b>52.</b>	2018 rollback tax rate, adjusted for pollution control. Add line 51 to one of the following lines (as applicable): line 39, line 40 (counties) or line 48 (units with the additional sales tax).	\$0.7913/\$100

**2018 Notice of Effective Tax Rate  
Worksheet for Calculation of Tax Increase/Decrease**

**Entity Name:** Caldwell County

**Date:** 08/08/2018

	<b>County General Fund</b>	<b>Farm to Market Road</b>
<b>1.</b> 2017 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$1,873,670,302	\$1,857,472,240
<b>2.</b> 2017 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.775200	0.000100
<b>3.</b> Taxes refunded for years preceding tax year 2017. Enter line 13 of the Effective Tax Rate Worksheet.	\$3,574	\$0
<b>4.</b> Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$14,528,266	\$1,857
<b>5.</b> 2018 total taxable value. Enter Line 18 of the Effective Tax Rate Worksheet.	\$2,058,353,938	\$2,031,610,808
<b>6.</b> 2018 effective tax rate. Enter line 23 of the Effective Tax Rate Worksheet or Line 46 of the Additional Sales Tax Rate Worksheet.	0.721100	0.000000
<b>7.</b> 2018 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$14,842,790	\$0
<b>8.</b> Last year's total levy. Sum of line 4 for all funds.	\$14,530,123	
<b>9.</b> 2018 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$14,842,790	
<b>10.</b> Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$312,667	

# 2018 Effective Tax Rate Worksheet

## Caldwell County - Farm to Market Road

See pages 13 to 16 for an explanation of the effective tax rate.

1.	<b>2017 total taxable value.</b> Enter the amount of 2017 taxable value on the 2017 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14). <sup>1</sup>	\$2,141,090,451
2.	<b>2017 tax ceilings.</b> Counties, Cities and Junior College Districts. Enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2017 or prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$284,517,481
3.	<b>Preliminary 2017 adjusted taxable value.</b> Subtract line 2 from line 1.	\$1,856,572,970
4.	<b>2017 total adopted tax rate.</b>	\$0.000100/\$100
5.	<b>2017 taxable value lost because court appeals of ARB decisions reduced 2017 appraised value.</b> A. Original 2017 ARB values: \$4,332,090 B. 2017 values resulting from final court decisions: - \$3,432,820 C. 2017 value loss. Subtract B from A. <sup>3</sup>	\$899,270
6.	<b>2017 taxable value, adjusted for court-ordered reductions.</b> Add line 3 and line 5C.	\$1,857,472,240
7.	<b>2017 taxable value of property in territory the unit deannexed after January 1, 2017.</b> Enter the 2017 value of property in deannexed territory. <sup>4</sup>	\$0
8.	<b>2017 taxable value lost because property first qualified for an exemption in 2017.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2017 market value: \$111,450 B. Partial exemptions. 2018 exemption amount or 2018 percentage exemption times 2017 value: + \$3,446,084 C. Value loss. Add A and B. <sup>5</sup>	\$3,557,534

1 Tex. Tax Code § 26.012(14)

2 Tex. Tax Code § 26.012(14)

3 Tex. Tax Code § 26.012(13)

4 Tex. Tax Code § 26.012(15)

5 Tex. Tax Code § 26.012(15)



## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - Farm to Market Road

<b>9.</b>	<b>2017 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2018.</b> Use only those properties that first qualified in 2018; do not use properties that qualified in 2017. A. 2017 market value: <span style="float: right;">\$5,309,418</span> B. 2018 productivity or special appraised value: <span style="float: right;">- \$100,250</span> C. Value loss. Subtract B from A. <sup>6</sup>	\$5,209,168
<b>10.</b>	<b>Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$8,766,702
<b>11.</b>	<b>2017 adjusted taxable value.</b> Subtract line 10 from line 6.	\$1,848,705,538
<b>12.</b>	<b>Adjusted 2017 taxes.</b> Multiply line 4 by line 11 and divide by \$100.	\$1,848
<b>13.</b>	<b>Taxes refunded for years preceding tax year 2017.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2017. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2017. This line applies only to tax years preceding tax year 2017. <sup>7</sup>	\$0
<b>14.</b>	<b>Taxes in tax increment financing (TIF) for tax year 2017.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2018 captured appraised value in Line 16D, enter "0". <sup>8</sup>	\$0
<b>15.</b>	<b>Adjusted 2017 taxes with refunds and TIF adjustment.</b> Add lines 12 and 13, subtract line 14. <sup>9</sup>	\$1,848
<b>16.</b>	<b>Total 2018 taxable value on the 2018 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. <sup>10</sup> A. <b>Certified values only:</b> <span style="float: right;">\$2,280,790,598</span> B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: <span style="float: right;">+ \$0</span>	

6 Tex. Tax Code § 26.012(15)

7 Tex. Tax Code § 26.012(13)

8 Tex. Tax Code § 26.03(c)

9 Tex. Tax Code § 26.012(13)

10 Tex. Tax Code § 26.012(15)

## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - Farm to Market Road

16. (cont.)	<p><b>C. Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property: <span style="float: right;">- \$0</span></p> <p><b>D. Tax increment financing:</b> Deduct the 2018 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2018 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.<sup>11</sup> <span style="float: right;">- \$0</span></p> <p><b>E. Total 2018 value.</b> Add A and B, then subtract C and D. <span style="float: right;">\$2,280,790,598</span></p>	
17.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b><sup>12</sup></p> <p><b>A. 2018 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.<sup>13</sup> <span style="float: right;">\$48,809,444</span></p> <p><b>B. 2018 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.<sup>14</sup> <span style="float: right;">+ \$0</span></p>	

11 Tex. Tax Code § 26.03(c)

12 Tex. Tax Code § 26.01(c)

13 Tex. Tax Code § 26.04 and 26.041

14 Tex. Tax Code § 26.04 and 26.041

## 2018 Effective Tax Rate Worksheet (continued)

### Caldwell County - Farm to Market Road

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$48,809,444						
18.	2018 tax ceilings. Counties, cities and junior colleges enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2017 or prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$297,989,234						
19.	2018 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$2,031,610,808						
20.	Total 2018 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2018 value of property in territory annexed. <sup>16</sup>	\$0						
21.	Total 2018 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2017. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2017 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2018. <sup>17</sup>	\$52,589,912						
22.	Total adjustments to the 2018 taxable value. Add lines 20 and 21.	\$52,589,912						
23.	2018 adjusted taxable value. Subtract line 22 from line 19.	\$1,979,020,896						
24.	2018 effective tax rate. Divide line 15 by line 23 and multiply by \$100. <sup>18</sup>	\$0.0000/\$100						
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2018 county effective tax rate. <sup>19</sup>							
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Fund Name</th> <th style="text-align: right;">Tax Rate</th> </tr> </thead> <tbody> <tr> <td>County General Fund</td> <td style="text-align: right;">0.7211</td> </tr> <tr> <td>Farm to Market Road</td> <td style="text-align: right;">0.0000</td> </tr> </tbody> </table>	Fund Name	Tax Rate	County General Fund	0.7211	Farm to Market Road	0.0000	\$0.7211/\$100
Fund Name	Tax Rate							
County General Fund	0.7211							
Farm to Market Road	0.0000							

15 Tex. Tax Code § 26.012(6)

16 Tex. Tax Code § 26.012(17)

17 Tex. Tax Code § 26.012(17)

18 Tex. Tax Code § 26.04(c)

19 Tex. Tax Code § 26.04(d)

A county, city or hospital district that adopted the additional sales tax in November 2017 or in May 2018 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

# 2018 Rollback Tax Rate Worksheet

## Caldwell County - Farm to Market Road

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	2017 maintenance and operations (M&O) tax rate.	\$0.000100/\$100
27.	2017 adjusted taxable value. Enter the amount from line 11.	\$1,848,705,538
28.	<p><b>2017 M&amp;O taxes.</b></p> <p>A. Multiply line 26 by line 27 and divide by \$100. <span style="float: right;">\$1,848</span></p> <p>B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&amp;O expenses in 2017. Enter amount from full year's sales tax revenue spent for M&amp;O in 2017 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. <span style="float: right;">+ \$0</span></p> <p>C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." <span style="float: right;">+ \$0</span></p> <p>D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." <span style="float: right;">+/- \$0</span></p>	

**2018 Rollback Tax Rate Worksheet (continued)**  
**Caldwell County - Farm to Market Road**

<b>28.</b> <b>(cont.)</b>	<p><b>E. Taxes refunded for years preceding tax year 2017:</b> Enter the amount of M&amp;O taxes refunded during the last budget year for tax years preceding tax year 2017. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2017. This line applies only to tax years preceding tax year 2017.</p> <p style="text-align: right;">+ \$0</p> <p><b>F. Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.</p> <p style="text-align: right;">+ \$0</p> <p><b>G. Taxes in tax increment financing (TIF):</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2018 captured appraised value in Line 16D, enter "0."</p> <p style="text-align: right;">- \$0</p> <p><b>H. Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.</p> <p style="text-align: right;">\$1,848</p>	
<b>29.</b>	<b>2018 adjusted taxable value.</b> Enter line 23 from the Effective Tax Rate Worksheet.	\$1,979,020,896
<b>30.</b>	<b>2018 effective maintenance and operations rate.</b> Divide line 28H by line 29 and multiply by \$100.	\$0.0000/\$100
<b>31.</b>	<b>2018 rollback maintenance and operation rate.</b> Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.	\$0.0000/\$100

## 2018 Rollback Tax Rate Worksheet (continued)

### Caldwell County - Farm to Market Road

<b>32.</b>	<p><b>Total 2018 debt to be paid with property taxes and additional sales tax revenue.</b>          "Debt" means the interest and principal that will be paid on debts that:          (1) are paid by property taxes,          (2) are secured by property taxes,          (3) are scheduled for payment over a period longer than one year and          (4) are not classified in the unit's budget as M&amp;O expenses.</p> <p>A: <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service. <span style="float: right;">\$0</span></p> <p>B: Subtract <b>unencumbered fund amount</b> used to reduce total debt. <span style="float: right;">-\$0</span></p> <p>C: Subtract <b>amount paid</b> from other resources. <span style="float: right;">-\$0</span></p> <p>D: <b>Adjusted debt.</b> Subtract B and C from A. <span style="float: right;">\$0</span></p>										
<b>33.</b>	<p><b>Certified 2017 excess debt collections.</b> Enter the amount certified by the collector.</p>	\$0									
<b>34.</b>	<p><b>Adjusted 2018 debt.</b> Subtract line 33 from line 32.</p>	\$0									
<b>35.</b>	<p><b>Certified 2018 anticipated collection rate.</b> Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.</p>	0.000000%									
<b>36.</b>	<p><b>2018 debt adjusted for collections.</b> Divide line 34 by line 35.</p>	\$0									
<b>37.</b>	<p><b>2018 total taxable value.</b> Enter the amount on line 19.</p>	\$2,031,610,808									
<b>38.</b>	<p><b>2018 debt tax rate.</b> Divide line 36 by line 37 and multiply by \$100.</p>	\$0.0000/\$100									
<b>39.</b>	<p><b>2018 rollback tax rate.</b> Add lines 31 and 38.</p>	\$0.0000/\$100									
<b>40.</b>	<p><b>COUNTIES ONLY.</b> Add together the rollback tax rates for each type of tax the county levies. The total is the 2018 county rollback tax rate.</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Fund Name</th> <th style="text-align: right;">Tax Rate</th> <th></th> </tr> </thead> <tbody> <tr> <td>County General Fund</td> <td style="text-align: right;">0.8782</td> <td></td> </tr> <tr> <td>Farm to Market Road</td> <td style="text-align: right;">0.0000</td> <td style="text-align: right;">\$0.8782/\$100</td> </tr> </tbody> </table>	Fund Name	Tax Rate		County General Fund	0.8782		Farm to Market Road	0.0000	\$0.8782/\$100	
Fund Name	Tax Rate										
County General Fund	0.8782										
Farm to Market Road	0.0000	\$0.8782/\$100									

A taxing unit that adopted the additional sales tax must complete the lines for the *Additional Sales Tax Rate*. A taxing unit seeking additional rollback protection for pollution control expenses completes the *Additional Rollback Protection for Pollution Control*.

**2018 Notice of Effective Tax Rate  
Worksheet for Calculation of Tax Increase/Decrease**

**Entity Name:** Caldwell County

**Date:** 08/08/2018

	<b>County General Fund</b>	<b>Farm to Market Road</b>
<b>1.</b> 2017 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$1,873,670,302	\$1,857,472,240
<b>2.</b> 2017 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.775200	0.000100
<b>3.</b> Taxes refunded for years preceding tax year 2017. Enter line 13 of the Effective Tax Rate Worksheet.	\$3,574	\$0
<b>4.</b> Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$14,528,266	\$1,857
<b>5.</b> 2018 total taxable value. Enter Line 18 of the Effective Tax Rate Worksheet.	\$2,058,353,938	\$2,031,610,808
<b>6.</b> 2018 effective tax rate. Enter line 23 of the Effective Tax Rate Worksheet or Line 46 of the Additional Sales Tax Rate Worksheet.	0.721100	0.000000
<b>7.</b> 2018 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$14,842,790	\$0
<b>8.</b> Last year's total levy. Sum of line 4 for all funds.	\$14,530,123	
<b>9.</b> 2018 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$14,842,790	
<b>10.</b> Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$312,667	

## Caldwell County Tax Rate Recap for 2018 Tax Rates

Description of Rate	Tax Rate Per \$100	Tax Levy This is calculated using the Total Adjusted Taxable Value (line 19) of the Effective Tax Rate Worksheet	Additional Tax Levy Compared to <u>last year's tax levy</u> of 16,733,418	Additional Tax Levy Compared to <u>effective tax rate levy</u> of 14,842,790
Last Year's Tax Rate	0.775300	\$15,958,391	\$-775,027	\$1,115,601
Effective Tax Rate	0.721100	\$14,842,790	\$-1,890,628	\$0
Notice & Hearing Limit*	0.721100	\$14,842,790	\$-1,890,628	\$0
Rollback Tax Rate	0.791300	\$16,287,755	\$-445,663	\$1,444,964
Proposed Tax Rate	0.000000	\$0	\$-16,733,418	\$-14,842,790

### Effective Tax Rate Increase to General Fund in Cents per \$100

0.00	0.721100	14,842,790	-1,890,628	0
0.50	0.726100	14,945,708	-1,787,710	102,918
1.00	0.731100	15,048,626	-1,684,792	205,835
1.50	0.736100	15,151,543	-1,581,875	308,753
2.00	0.741100	15,254,461	-1,478,957	411,671
2.50	0.746100	15,357,379	-1,376,039	514,588
3.00	0.751100	15,460,296	-1,273,122	617,506
3.50	0.756100	15,563,214	-1,170,204	720,424
4.00	0.761100	15,666,132	-1,067,286	823,342
4.50	0.766100	15,769,050	-964,368	926,259
5.00	0.771100	15,871,967	-861,451	1,029,177
5.50	0.776100	15,974,885	-758,533	1,132,095
6.00	0.781100	16,077,803	-655,615	1,235,012
6.50	0.786100	16,180,720	-552,698	1,337,930
7.00	0.791100	16,283,638	-449,780	1,440,848
7.50	0.796100	16,386,556	-346,862	1,543,765
8.00	0.801100	16,489,473	-243,945	1,646,683
8.50	0.806100	16,592,391	-141,027	1,749,601
9.00	0.811100	16,695,309	-38,109	1,852,519
9.50	0.816100	16,798,226	64,808	1,955,436
10.00	0.821100	16,901,144	167,726	2,058,354
10.50	0.826100	17,004,062	270,644	2,161,272
11.00	0.831100	17,106,980	373,562	2,264,189
11.50	0.836100	17,209,897	476,479	2,367,107
12.00	0.841100	17,312,815	579,397	2,470,025
12.50	0.846100	17,415,733	682,315	2,572,942
13.00	0.851100	17,518,650	785,232	2,675,860
13.50	0.856100	17,621,568	888,150	2,778,778
14.00	0.861100	17,724,486	991,068	2,881,696
14.50	0.866100	17,827,403	1,093,985	2,984,613

- \*Notice & Hearing Limit Rate: This is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.
- School Districts: The school tax rate limit is \$1.50 for M&O, plus \$0.50 for 'New' debt plus a rate for 'Old' debt. 'Old' debt is debt authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992. All other debt is 'New' debt.



**Tax Levy:** This is calculated by taking the adjusted taxable value (line 19 of Effective Tax Rate Worksheet), multiplying by the appropriate rate, such as the Effective Tax Rate and dividing by 100.

**For School Districts:** This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the appropriate rate, dividing by 100 and then adding this year's frozen tax levy on homesteads of the elderly.

**Additional Levy Last Year:** This is calculated by taking Last Year's taxable value (line 3 of Effective Tax Rate Worksheet), multiplying by Last Year's tax rate (line 4 of Effective Tax Rate Worksheet) and dividing by 100.

**For School Districts:** This is calculated by taking Last Year's taxable value, subtracting Last Year's taxable value for the elderly, multiplying by Last Year's tax rate, dividing by 100 and adding Last Year's tax ceiling.

**Additional Levy This Year:** This is calculated by taking the current adjusted taxable value, multiplying by the Effective Tax Rate and dividing by 100.

**For School Districts:** This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the Effective Tax Rate, dividing by 100 and adding This Year's tax ceiling.

**COUNTIES ONLY:** All figures in this worksheet include ALL County Funds. Tax Levy amounts are the sum of each Fund's Taxable Value X each Fund's Tax Rate.

**10. Discussion/Action** to discuss the interim Emergency Management Coordinator salary. **Cost: TBD; Speaker: Judge Schawe; Backup: None.**

**11. Discussion/Action** authorizing the County Judge to execute a Development Incentive Agreement with Crop One Holdings, Inc. for purposes of promoting local economic development through a tax rebate incentive. **Cost: None; Speaker: Commissioner Theriot; Backup: 27.**

**CHAPTER 381 ECONOMIC  
DEVELOPMENT INCENTIVE AGREEMENT**

This Chapter 381 Economic Development Incentive Agreement (the “*Agreement*”) is entered into between Caldwell County, Texas, a political subdivision of the State of Texas (the “*County*”), and Crop One Holdings, Inc., a Corporation (“*COH*”). The County and COH may also be referred to collectively as the “*Parties*” or individually as a “*Party*.” The Effective Date of this Agreement shall be the date in which the last Party to the Agreement signs the Agreement.

**ARTICLE I  
RECITALS**

**Section 1.01.** COH desires to expand and locate its new facility to Caldwell County, inside the City of Lockhart. COH currently intends to make a total investment of approximately \$10 million in equipment, personal property, and improvements, including land, to real property over the 10-year period of this Agreement.

**Section 1.02.** The County wishes to induce COH to locate a facility in Caldwell County, as doing so would benefit the County by creating new jobs and generating tax revenues for the County from the addition of improvements to real property, which is subject to ad valorem tax assessment.

**Section 1.03.** The County is authorized under Chapter 381 of the Texas Local Government Code (“*Chapter 381*”) to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the County.

**Section 1.04.** The County has determined that entering into and providing economic development incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the County.

**Section 1.05.** For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

## **ARTICLE II DEFINITIONS**

**Section 2.01.** “*Business*” means the business activities of COH conducted in Caldwell County, Texas on the Land (as defined below), including, but not limited to, hydroponic growing and food processing.

**Section 2.02.** “*Compliance Payments*” means the County’s payments to COH, should COH qualify for payment, once per year in an amount ranging from thirty percent (30%) to seventy-five percent (75%) of the Real Property Taxes and Business Personal Property Taxes generated by the Business and the Land.

**Section 2.03.** “*Job(s)*” means a permanent, full-time equivalent employment position held by one or more individuals resulting from the Project (defined below), that provides an average annual salary of at least \$35,000, a minimum of thirty (30) hours of employment or equivalent per week which shall include holidays, vacation time, personal time off, sick time and overtime, health insurance, paid time off, based on length of service. Any position not meeting such criteria does not qualify as a “Job” for purposes of this Agreement.

**Section 2.04.** “*Land*” means the real property within the jurisdictional limits of Caldwell County, Texas upon which the Project shall be executed. A legal description for the Land is attached as Exhibit “A” of this Agreement, together with a map, plat or survey attached as Exhibit “B” of this Agreement. Exhibit “A” and Exhibit “B” are incorporated herein for all purposes.

**Section 2.05.** “*Personal Property*” means all materials, supplies, equipment, inventory, or other personal property, including all replacements of such items, attributable to the Business on the Land subject to ad valorem taxes.

**Section 2.06.** “*Personal Property Taxes*” are the County’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of all Business Personal Property subject to personal property taxes in Caldwell County.

**Section 2.07.** “*Project*” means the operation of the Business on the Land and the addition of Real Property Improvements and Personal Property (as defined below) and the creation of new Jobs.

**Section 2.08.** “*Real Property Improvements*” means a building and related facilities on the Land to house and support the operation functions of the Business.

**Section 2.09.** “*Real Property Taxes*” are the County’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of the Real Property Improvements on the Land.

**Section 2.10.** The “*Term*” of this Agreement shall commence on the first day of the month following the first full tax year-after the beginning of business operations by COH at the Project and last until the end of the ten (10) year benefit period (unless

terminated or extended sooner as provided in this Agreement), except that COH's obligation to submit a compliance certification for year ten (10) as provided under Section 7.02 and the County's obligation, if any, to complete the Compliance Payments due under this Agreement for year ten (10) shall continue subject to the limitations of this Agreement.

### **ARTICLE III COH's OBLIGATIONS**

**Section 3.01. Job Creation.** Within three years of the Business' commencement of operations, COH shall employ at least fifty (50) persons in Jobs and keep such Jobs filled during the Term. As referenced in Exhibit "C," attached hereto and incorporated herein for all purposes, in the first two years of the Business' commencement of operations, COH shall create and maintain an average of twenty (20) persons in Jobs in year one, and maintain an average of thirty-five (35) persons in Jobs in year two. While the titles or classification of Jobs may change, the total number of Jobs created shall be maintained through the end of the Term.

(a) **Nondiscrimination.** COH agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

(b) **Failure to Maintain.** COH shall be allowed a twenty-five percent (25%) grace factor in the number of Jobs employed in any single year during the term of this Agreement as a condition of receiving the Compliance Payment from the County for that year. In the event that the average number of Jobs drops below the grace factor number, COH will forfeit the Compliance Payment for that year

without affecting any other incentive agreed to by the County or Compliance Payments for successive years during the terms of this Agreement so long as COH is otherwise in substantial compliance of this Agreement.

**Section 3.02. Addition of Real Property Improvements.** On or before eighteen (18) months following the Effective Date of this Agreement, COH shall cause the Real Property Improvements to be constructed.

**Section 3.03. Operation of Business.** COH shall begin operation of the Business on the Land within eighteen (18) months following the Effective Date of this Agreement, and shall continuously operate, maintain and manage the Business for the duration of the Term.

**Section 3.04. Compliance with Laws.** In performing its obligations under this Article, COH shall comply with all applicable laws, regulations and ordinances.

**Section 3.05. Force Majeure.** The obligations of COH contained in Section 3.01(b), Section 3.02, and Section 3.03, shall be subject to Force Majeure, as hereinafter defined. In the event that COH is not fully and compliant with the provisions contained in Section 3.01(a), Section 3.02 or Section 3.03 as a result of the occurrence of Force Majeure, then the obligations of COH contained in said Section shall be extended by a reasonable time period so as to allow COH to be compliant with said Section so long as it diligently and continuously undertakes reasonable efforts to become compliant. In the event that COH relies on the occurrence of Force Majeure to be temporarily excused from any of its obligations contained in Section 3.01(b), Section 3.02, or Section 3.03, it shall promptly notify the County of the non-conforming event, in reasonable detail, and provide



to the County information about the measures it intends to undertake to become compliant with such obligations.

**Section 3.06. Condition Subsequent.** In the event that COH or another designated entity does not acquire fee simple title to the Land within 180 days from the effective date hereof for any reason whatsoever, then either the County or COH shall be entitled to terminate this Agreement by written notice to the other party. Notwithstanding the foregoing, it is expressly agreed and understood that the failure by COH or a designated entity to acquire fee simple title to the Land as a result of the occurrence of Force Majeure shall extend said date up to [180] days, at COH's sole election, so as to allow COH the opportunity to acquire the Land so long as COH fully complies with the provisions of Section 3.05 hereof.

#### **ARTICLE IV COMPLIANCE PAYMENTS FROM THE COUNTY**

**Section 4.01. Compliance Payments.** Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement, and COH's compliance with this Agreement, the County will make Compliance Payments to COH in the manner set forth in this Article.

**Section 4.02. Ten-Year Payment Period.** Provided COH has timely completed construction of the Real Property Improvements and created at least fifty (50) Jobs in accordance with Section 3.01 above, the County shall make an initial Compliance Payment to COH of an amount equal to seventy-five percent (75%) of the Real Property Taxes and the Business Personal Property Taxes generated by the Business on the Land in year one (1), which shall be the first full year in which the project improvements are fully assessed

and taxed. Provided COH maintains at least the number of Jobs initially created and continuously operates the Business on the Land during the Term, the County shall make additional Compliance Payments to COH once per year for the nine (9) years remaining in the Term, as evidenced in Exhibit "C" of this Agreement and incorporated herein for all purposes. Tax rebates on any existing buildings and real property are not permitted. The condition precedent to funding of the Compliance Payments to COH contained in this Section 4.02, shall be subject to the occurrence of Force Majeure. Notwithstanding anything contained herein to the contrary, the County shall not enter into any other development incentive agreements or other arrangements allocating any portion of the Real Property Taxes and the Business Property Taxes generated by the Project to third parties for so long as this Agreement is in effect.

**Section 4.03. Time for Payment.** Compliance Payments will be made by the County in the calendar year immediately following the full calendar year in which the Property Taxes upon which the Compliance Payment amount is based are generated. The County shall not be required to make a Compliance Payment during any applicable year unless and until:

- 
- (a) COH has submitted all information required under this Agreement necessary to verify its compliance;
  - (b) the Property Taxes for the prior year are received by the County from the Caldwell County Tax Assessor-Collector;
  - (c) COH has submitted, by May 1<sup>st</sup>, a rebate request for applicable County taxes paid;

(d) COH has provided the compliance statement as required in Section 7.02; and

(e) funds are appropriated by the Caldwell County Commissioners Court for the specific purpose of making a Compliance Payment under this Agreement as part of the County's ordinary budget and appropriations approval process.

Provided the foregoing conditions have been satisfied, and COH is otherwise in compliance with this Agreement, the County shall pay to COH any Compliance Payments due within sixty (60) days after the last to occur of the events in subsections (a) through (e) of this Section.

#### **ARTICLE V REPRESENTATIONS AND WARRANTIES OF COH**

As of the Effective Date, COH represents and warrants to the County, as follows:

**Section 5.01. Organization.** COH is a corporation validly existing and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas. The activities that COH proposes to carry on at the Land may lawfully be conducted by COH.

**Section 5.02. Authority.** The execution, delivery and performance by COH of this Agreement are within COH's powers and have been duly authorized.

**Section 5.03. Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of COH, enforceable against COH in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy,

moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**Section 5.04. No Defaults.** COH is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which COH is a party or by which COH or any of its property is bound that would have any material adverse effect on COH's ability to perform under this Agreement.

**Section 5.05. Full Disclosure.** Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

## **ARTICLE VI PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON COUNTY OBLIGATIONS**

**Section 6.01. Personal Liability of Public Officials.** No employee or elected official of the County shall be personally responsible for any liability arising under or growing out of this Agreement.

**Section 6.02. Limitations on County Obligations.** The Compliance Payments made and any other financial obligation of the County hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any

constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Compliance Payments or other payments unless the County budgets and appropriates funds to make such payments during the County's fiscal year in which such Compliance Payment(s) or other payments are payable under this Agreement. If the County fails to appropriate funds for a Compliance Payment, COH may at its option terminate this Agreement effective upon written notice to the County, subject to any unpaid Compliance Payment properly due to COH for which a lawful appropriation of funds has occurred. Notwithstanding the foregoing, it is the current intention of the County to fully fund the Compliance Payments under this Agreement.

**Section 6.03. No Recourse.** COH shall have no recourse against the County for the County's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

## **ARTICLE VII INFORMATION**

**Section 7.01. Information.** COH shall, at such times and in such form as the County may reasonably request from COH, provide information concerning the performance of COH's obligations under this Agreement.

**Section 7.02. Annual Certification Related to Jobs and Compliance With Agreement.** Beginning in the year immediately following commencement of operations and continuing each year thereafter during the Term, COH shall submit to the County, on

or before May 1<sup>st</sup>, a certified, sworn statement acceptable to the Caldwell County Auditor, signed by an authorized officer or employee of COH, providing the following information:

(a) the total number of Jobs created in the preceding calendar year and cumulatively since the Effective Date; and

(eb) a statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.

After receiving a timely submitted certified statement, the County shall have sixty (60) calendar days to notify COH in writing of any questions that the County may have concerning any of the information provided by COH, and COH shall diligently work in good faith to respond to such questions to the County's reasonable satisfaction.

**Section 7.03. Review of COH's Records.** COH agrees that the County will have the right to review the business records of COH that relate to the Project and COH's compliance with the terms of this Agreement at any reasonable time and upon at least seven (7) days' prior notice to COH in order to determine compliance with this Agreement. To the extent reasonably possible, COH shall make all such records available in electronic form or otherwise available to be accessed through the internet.

**Section 7.04. Confidentiality.** The County for itself, employees and contractors, shall keep strictly confidential any and all information about employees or other individuals employed at the Project as a result of information provided to, or inspected by, the County in connection with the administration of this Agreement under Article VII hereof or otherwise, subject to action otherwise required by a court of competent

jurisdiction and last resort in the case of an appeal. It is expressly understood that all such information obtained by the County is for the limited purpose of verification of COH's compliance under this Agreement. The County shall ensure the confidentiality of such information and shall take all measures necessary to protect the same against disclosure. Furthermore, the County shall comply with all reasonable instructions of COH to maintain the confidentiality of such information.

The County for itself, employees and contractors, shall further keep strictly confidential all information obtained by, or furnished to, the County in connection with the Project and the business affairs of COH. Notwithstanding anything contained herein to the contrary, COH shall not be required to furnish to the County or to any other applicable governmental body information which COH, in its reasonable judgment, considers a trade secret or proprietary, including, without limitation, software, equipment, production processes, customer lists, intellectual property, financial information or other information considered proprietary and confidential by separate agreements with third parties. In the event that the County receives a request for information about the Project or COH's business affairs under the Texas Public Information Act, the County shall promptly furnish notice of such request to COH and shall allow COH the maximum time period within which to challenge such request prior to disclosure, if the County elects to disclose such information in accordance with applicable law.

**ARTICLE VIII  
DEFAULT, TERMINATION AND REMEDIES**

**Section 8.01. Noncompliance with Jobs Obligations.** Subject to Force Majeure, if, at the end of any applicable year during the Term, COH is not in compliance with the obligations to create and maintain Jobs as provided in this Agreement, the County may withhold Compliance Payments that would otherwise be due to COH for that year, or terminate the Agreement, pursuant to Section 3.01(b) above. If the County elects to withhold Compliance Payments, the County will resume Compliance Payments for any subsequent years during the Term in which COH is in compliance; however, any Compliance Payments withheld by the County for any years during which COH is not in compliance shall be deemed forfeited by COH and the County shall at no time be liable for later payment of such Compliance Payments.

**Section 8.02. Failure to Operate Business.** Subject to Force Majeure, if COH fails to continuously operate and carry on the Business on the Land until the end of the Term (subject, however, to any interruption for remodeling, repair, which interruption shall not count against this operation obligation), then the County may give a notice of default under Section 8.03.

**Section 8.03. Notice of Default.** At any time during the Term of this Agreement that COH is not in compliance with its obligations under this Agreement other than its obligations to create Jobs, the County may send COH notice of such non-compliance. Subject to Force Majeure, if such non-compliance is not cured within ninety (90) days after COH's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within ninety (90) days, a cure is not begun within such 90-day period and thereafter



continuously and diligently pursued to completion (in either event, a “*Cure*”), then the County may, at its option, terminate this Agreement or withhold Compliance Payments until such Cure occurs. Except as provided under Section 8.01, upon a Cure by COH, the Compliance Payments shall automatically and immediately resume except, any Compliance Payments withheld by the County for any years during which COH is not in compliance shall be deemed forfeited by COH and the County shall at no time be liable for later payment of such Compliance Payments. Except as to circumstances arising from an event of Force Majeure, the Term shall not be extended as a result of any cure period under this section. In the event of the occurrence of Force Majeure, the term of this Agreement shall be extended for so long as the Force Majeure event is in effect, subject to the compliance by COH of the provisions contained in Section 3.05 hereof.

**Section 8.04. Remedies.** Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Notwithstanding the foregoing, the County, in entering this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

**Section 8.05. Offset.** The County may deduct from any Compliance Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the County, except for any delinquent or unpaid

fees, sums of money or other fees, charges or taxes and owed by COH to or for the benefit of the County for which COH has undertaken appropriate legal proceedings contesting the payment thereof.

**Section 8.06. Force Majeure.** An event of Force Majeure means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure, the failure of any major supplier to perform its obligations, shortage of materials or labor for the Project, or a downturn in the economy or in the industry in which COH operates, regulatory or governmental action, or the failure by The Lockhart Economic Development Corporation of Lockhart, Texas ("LEDC") and/or the City of Lockhart to timely initiate and complete certain off-site and related utilities, infrastructure, roadway and other improvements for the Project under a separate agreement between LEDC and COH.

**Section 8.07. Indemnification.** The County shall not be obligated to pay any indebtedness or obligations of COH. COH hereby agrees to indemnify and hold the County, and the County's elected officials and employees, harmless from and against (i) any indebtedness or obligations of COH, the Business, the Project and any improvements to the Land, or any other obligation of COH as provided herein, and (ii) breach of any representation, warranty, covenant or agreement of COH contained in this Agreement, without regard to any notice or cure provisions. COH's

**indemnification obligation hereunder shall include payment of the County's reasonable attorneys' fees, costs and expenses with respect thereto.**

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01. Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

**Section 9.02. Amendments.** This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

**Section 9.03. Assignment.** COH shall be entitled to assign its rights and interest contained in this Agreement to (i) a parent, affiliate or subsidiary of COH, (ii) a party extending funding for the construction or operation of the Project, (iii) a lender extending financing for the construction of operation of the Project, (iv) a legal successor to COH or a party purchasing all or substantially all of the assets of COH, or (v) a purchaser of the Project which intends to continue to conduct operations therein. COH shall not be entitled to assign its rights and interest under this Agreement to any other party, unless approved in writing by the County, which approval shall not be unreasonably withheld or delayed. In the event of such assignment or in the event of legal succession of COH interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

**Section 9.04. Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this

Agreement, except by written instrument of the party charged with such waiver or estoppel.

**Section 9.05. Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

**COH:** Chief Financial Officer  
2076 Zanker Road  
San Jose, California 95131

**County:** Caldwell County  
Attn: Caldwell County Judge  
110 S. Main Street  
Room 201  
Lockhart, Texas 78644

**Section 9.06. Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

**Section 9.07. Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be

added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**Section 9.08. Third Parties.** The County and COH intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and COH or permitted assignees of the County and COH, except that the indemnification and hold harmless obligations by COH provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

**Section 9.09. No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**Section 9.10. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

**THIS CHAPTER 381 AGREEMENT BETWEEN CALDWELL COUNTY AND COH IS HEREBY EXECUTED** in duplicate originals to be effective as of the date of the last signature below.

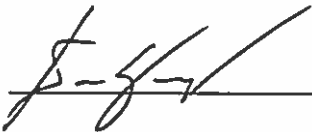
**CALDWELL COUNTY, TEXAS**

By: \_\_\_\_\_  
Judge Ken Schawe  
Caldwell County Judge

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

Attest: \_\_\_\_\_  
Carol Holcomb  
Caldwell County Clerk

**CROP ONE HOLDINGS, INC.**

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

Date: 7-31-18

**EXHIBIT "A"**

*(The Legal Description of the Land)*

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**FLUGEL LAND SURVEYING**  
PROFESSIONAL LAND SURVEYORS  
Firm No. 10193837

**EXHIBIT " \_ "**

**LEGAL DESCRIPTION FOR A 19.112 ACRE TRACT**

**LEGAL DESCRIPTION OF A 19.112 ACRE TRACT OR PARCEL OF LAND OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, BEING A PORTION OF A CALLED 43.392 ACRE TRACT CONVEYED TO LOCKHART FORTY-FOUR INDUSTRIAL, LTD IN VOLUME 578, PAGE 533, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS; SAID 19.112 ACRE TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½" iron pipe found for the **POINT OF BEGINNING** on the north right-of-way (R.O.W.) line of M. K. & T. Railroad (100' R.O.W.) being the southeast corner of said called 43.392 acre tract, the southwest corner of a 202.58 acre tract conveyed to Charles D. Spillman in Volume 339, Page 580, Official Public Records, Caldwell County, Texas, and the southeast corner of the herein described tract;

**THENCE, S 83°09'14" W** along said north R.O.W. line of M. K. & T. Railroad and the south line of said 43.392 acre tract a distance of **1181.91'** to a ½" iron rod found with a 2" aluminum cap stamped "Texas Dept. of Transportation" for the southeast corner of a called 23.763 acre tract conveyed to the State of Texas (for Highway 130) in Volume 570, Page 168, Official Public Records, Caldwell County, Texas, and the southwest corner of the herein described tract;

**THENCE**, through and across said called 43.392 acre tract and along said 23.763 acre State of Texas tract (same being the eastern R.O.W. line of Highway 130) the following four courses:

1. **N 10°14'29" E** along the east line of said called 23.763 acre State of Texas tract a distance of **231.76'** to a ½" iron rod set stamped "P Flugel 5096" for a point of curvature of a curve to the right in the west line of the herein described tract;

2. Along the east line of said called 23.763 acre State of Texas tract curving to the right a length of **178.47'**, a radius of **3970.00'**, and a chord that bears **N 11°31'46" E** a distance of **178.46'** to a ½" iron rod set stamped "P Flugel 5096" for an angle point in the west line of the herein described tract;

3. **N 4°19'22" W** along the east line of said called 23.763 acre State of Texas tract a distance of **98.06'** to a ½" iron rod set stamped "P Flugel 5096" for an angle point in the west line of the herein described tract;

4. Along the east line of said called State of Texas 23.763 acre tract and the eastern R.O.W. of Highway 130 to the point of curvature of a curve to the right and along the arc of said curve to the right a length of **769.68'**, a radius of **4000.00'**, and a chord that bears **N 19°40'22" E** a distance of **768.49'** to a ½" iron rod found with a 2" aluminum cap stamped "Texas Dept. of Transportation" on the north line of said called 43.392 acre tract, same being the south line of a called 51.82 acre tract conveyed to Mary Fay Barnes in Volume 408, Page 608, Deed Records, Caldwell County, Texas, for the northeast corner of said called 23.763 acre State of Texas tract and the northwest corner of the herein described tract;





THENCE, N 79°33'42" E along the south line of said called 51.82 acre tract and the north line of said called 43.392 acre tract a distance of 152.35' to a 1/2" iron rod found on the west line of said called 202.58 acre tract for the southeast corner of said called 51.82 acre tract, the northeast corner of said called 43.392 acre tract, and the northeast corner of the herein described tract;

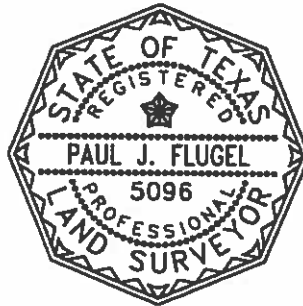
THENCE, S 32°02'38" E along the east line of said called 43.392 acre tract and the west line of said called 202.58 acre tract a distance of 1310.76' to the POINT OF BEGINNING and containing 19.112 acres of land, more or less.

**BASIS OF BEARINGS:**

Bearings are based on NAD '83 State Plane Coordinates.  
(Texas Central 4203)

I do hereby certify that this description is true and correct to the best of my knowledge and belief, and was prepared from an actual on the ground survey under my supervision, and that the markers described herein actually exist, as described, at the time of my survey.

**As Prepared by**  
**Flugel Land Surveying**  
Firm Registration No. 10193837



A handwritten signature in black ink that reads "Paul J. Flugel".

**Paul J. Flugel**  
RPLS No. 5096

**Date of Survey: 7/24/2015**  
**Date of Field Notes: 8/6/2015**

**SURVEY OF**

**19.112 ACRES OF LAND, BEING A PORTION OF 43.392 ACRES  
CONVEYED TO LOCKHART FORTY-FOUR INDUSTRIAL, LTD IN  
VOL. 578, PG. 533, OFFICIAL PUBLIC RECORDS, CALDWELL  
COUNTY, TEXAS**



(51.82 ACRES)  
MARY FAY BARNES  
VOL. 408, PG. 608  
D.R.C.C.T.

CONCRETE  
DRAINAGE  
STRUCTURE

CONCRETE  
DRAINAGE  
STRUCTURE

(202.58 ACRES)  
CHARLES D. SPILLMAN  
VOL. 339, PG. 580  
D.R.C.C.T.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N79° 33' 42"E	152.35'
L2	S4° 19' 22"E	98.06'
L1	S10° 14' 29"W	231.76'

**TRACT 1  
19.112 ACRES**

(23.763 ACRES)  
STATE OF TEXAS  
VOL. 570, PG. 168  
O.P.R.C.C.T.

(43.392 ACRES)  
LOCKHART FORTY-FOUR  
INDUSTRIAL, LTD  
VOL. 578, PG. 533  
O.P.R.C.C.T.

EDGE OF  
PAVEMENT

(L=178.50', R=3970.00')  
(S11° 31' 27"W 178.48')

(S10° 14' 10"W)  
(231.79')

(S04° 19' 41"E)  
(98.07')

(L=769.77', R=4000.00')  
(CH=S19° 40' 03"W 768.58')

(L=271.37')

END ACCESS  
DENIAL

(L=271.37')

BEGIN ACCESS  
DENIAL

S32° 02' 38"E (S31° 24' 31"E)  
1310.76' (1311.50')

S83° 09' 14"W  
1181.91'

P.O.B.

M&T RAILROAD  
(100' R.O.W.)

**LEGEND**

- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD SET STAMPED "P  
FLUGEL 5096"
- △ CALCULATED POINT
- R.O.W. RIGHT-OF-WAY
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS,  
CALDWELL COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS, TRAVIS  
COUNTY, TEXAS

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	CHORD
C2	769.80'	4000.00'	S19° 39' 44"W 768.62'
C1	178.47'	3970.00'	S11° 31' 46"W 178.46'

FLUGEL LAND  
SURVEYING  
FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324  
2007 S 1<sup>ST</sup> STREET, SUITE 103  
AUSTIN, TEXAS 78704  
(512)394-1900

SHEET  
3 OF 4

**HORIZONTAL DATUM:**

TEXAS STATE PLANE  
COORDINATES  
NAD '83 (CENTRAL ZONE 4203)

**SURVEY OF**  
**19.112 ACRES OF LAND, BEING A PORTION OF 43.392 ACRES CONVEYED TO LOCKHART FORTY-FOUR INDUSTRIAL, LTD IN VOL. 578, PG. 533, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS**

**LEGAL DESCRIPTION OF LAND:**

TRACT 1: BEING A 19.112 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, BEING A PORTION OF A 43.392 ACRE TRACT CONVEYED TO LOCKHART FORTY-FOUR INDUSTRIAL, LTD., IN VOL. 578, PG. 533, AND CORRECTED IN DOC. #142527, O.P.R.C.C.T.

**TITLE COMMITMENT NOTE**

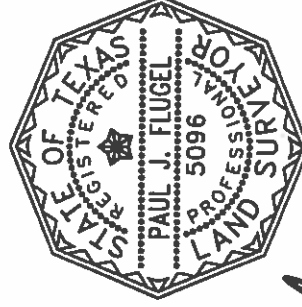
THIS SURVEY CONTAINS INFORMATION SHOWN IN SCHEDULE B OF FIRST NATIONAL TITLE INSURANCE COMPANY TITLE REPORT GF#T-15-217496-WL, EFFECTIVE DATE JULY 9, 2015 WITH THE FOLLOWING CLARIFICATIONS:

- 10h. ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY IN VOL. 171, PG. 327, D.R.C.C.T., MAY OR MAY NOT AFFECT SUBJECT TRACTS. ITS LOCATION CANNOT BE DETERMINED FROM THE DESCRIPTION IN SAID DEED. FURTHERMORE, THERE ARE NO POWER POLES OR POWER LINES ON THIS TRACT.
- 10i. ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY IN VOL. 171, PG. 329, D.R.C.C.T., MAY OR MAY NOT AFFECT THE SUBJECT TRACT. ITS LOCATION CANNOT BE DETERMINED FROM THE DESCRIPTION IN SAID DEED. FURTHERMORE, THERE ARE NO POWER POLES OR POWER LINES ON THIS TRACT.
- 10j. ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY IN VOL. 172, PG. 26, D.R.C.C.T., MAY OR MAY NOT AFFECT THE SUBJECT TRACT. ITS LOCATION CANNOT BE DETERMINED FROM THE DESCRIPTION IN SAID DEED. FURTHERMORE, THERE ARE NO POWER POLES OR POWER LINES ON THIS TRACT.
- 10k. ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY IN VOL. 174, PG. 394, D.R.C.C.T., MAY OR MAY NOT AFFECT SUBJECT TRACTS. ITS LOCATION CANNOT BE DETERMINED FROM THE DESCRIPTION IN SAID DEED. FURTHERMORE, THERE ARE NO POWER POLES OR POWER LINES ON THIS TRACT.
- 10l. PIPELINE EASEMENT GRANTED TO HOUSTON PIPE LINE COMPANY IN VOL. 510, PG. 39, D.R.C.C.T., AND AMENDED IN VOL. 511, PG. 642, D.R.C.C.T., DOES NOT AFFECT THIS TRACT.
- 10m. KOCH REFINING COMPANY PIPELINE EASEMENT RECORDED IN VOL. 31, PG. 762, O.P.R.C.C.T., DOES NOT AFFECT THIS TRACT.

10n. PARTIAL LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND ACROSS THE DENIAL OF ACCESS LINES RECORDED IN VOL. 570, PG. 168, O.P.R.C.C.T., DOES AFFECT TRACT 1 AS SHOWN HEREON.

TO: R BANK, A TEXAS BANK AND TRUST, THRIVE LP, LOCKHART FORTY-FOUR INDUSTRIAL, LTD., SECURITY STATE BANK, AND FIRST NATIONAL TITLE INSURANCE COMPANY..

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II LAND TITLE SURVEY.



AS SURVEYED BY:

*Paul J. Flugel*

PAUL J. FLUGEL  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5096  
 FIRM NO. 10193837

DATE OF FIELD SURVEY:  
 7-24-2015  
 DATE OF PLAT:  
 8-6-2015

FLUGEL LAND  
 SURVEYING  
 FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324  
 2007 S 4<sup>TH</sup> STREET, SUITE 103  
 AUSTIN, TEXAS 78704  
 (512)394-1900

SHEET  
 4 OF 4

**Exhibit "B"**

*(The Map of the Land)*

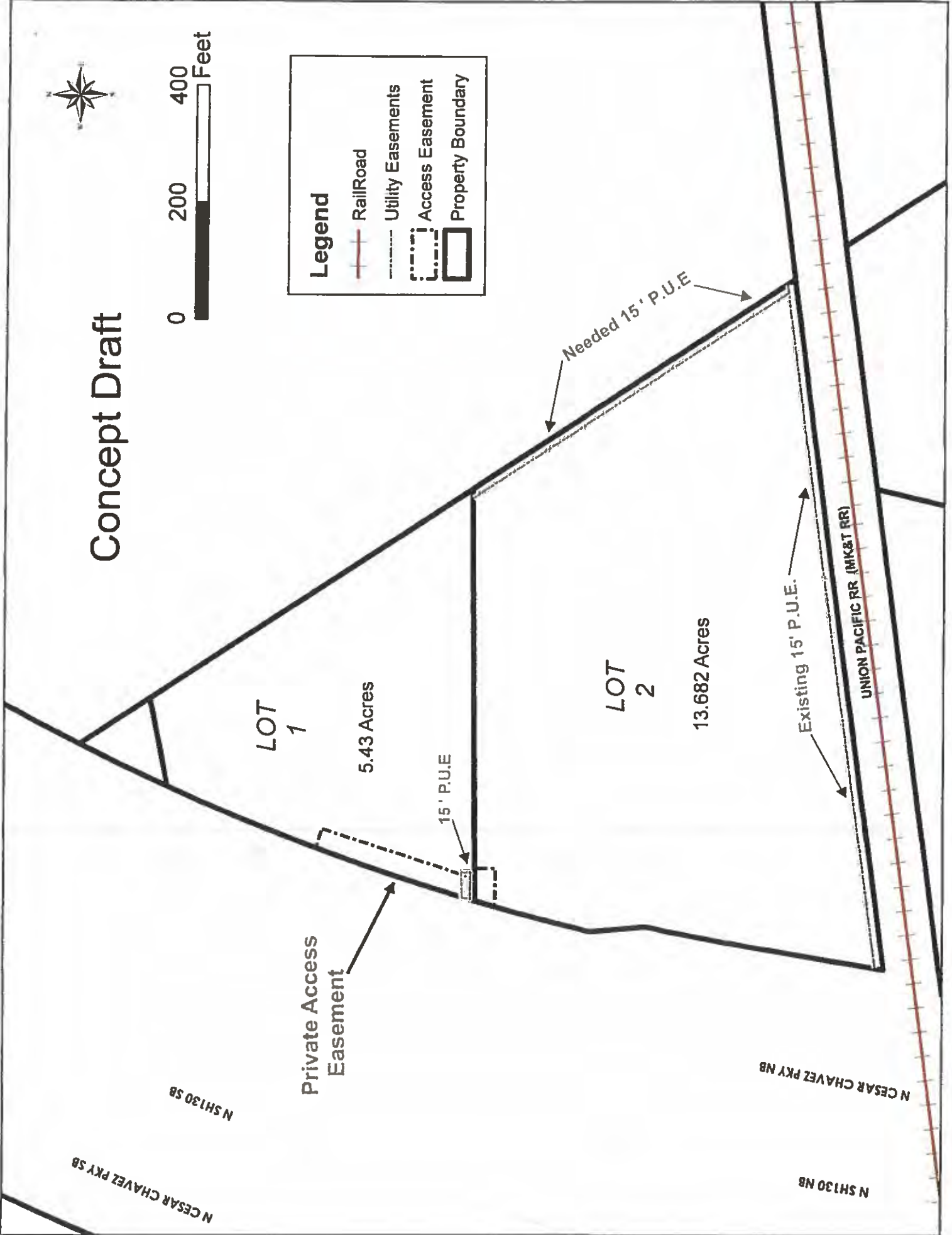
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# Concept Draft



## Legend

- Rail Road
- Utility Easements
- Access Easement
- Property Boundary



**Exhibit "C"**

***(Compliance Payment Schedule)***

<b>Term Year</b>	<b>Tax Rebate Percentage</b>	<b>Jobs Required</b>
Year 1	75%	20 Created
Year 2	70%	35 Average Maintained
Year 3	65%	50 Average Maintained
Year 4	60%	50 Average Maintained
Year 5	55%	50 Average Maintained
Year 6	50%	50 Average Maintained
Year 7	45%	50 Average Maintained
Year 8	40%	50 Average Maintained
Year 9	35%	50 Average Maintained
Year 10	30%	50 Average Maintained

**12. Discussion/Action** to award the Request For Proposal #2 Vote Tabulation System to Election Systems & Software (ES&S) and approve the attached Agreement(s) totaling \$445,316.11 voting system hardware, \$54,513 poll books and software, \$4,500 maintenance, support and data conversion fee on the poll book firmware for a Grand Total of \$504,329.11. Annual maintenance costs after the second year will include the following: \$34,185 for software and maintenance costs (\$8,375 for polls books software and maintenance and \$25,810 for voting system and other hardware, software maintenance and firmware fees). **Cost: TBD; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 15.**

**Commissioners Court-Monday, August 13, 2018**  
**County Auditor's Office / Elections Office**  
**RFP #2 Vote Tabulation Systems**

**History:**

On February 2, 2018, Caldwell County solicited for Vote Tabulation Systems. The deadline for the RFP was April 2, 2018.

Crucial components of the Request for Proposal (RFP) included but were not limited to the following:

- Replace aging election equipment that is not certified with the current federal security protocols and encryption.
- Replace aging election equipment to provide a more stable and reliable system that will meet the needs of the county for the next 10 to 15 years.
- Provide a voting system that is easier to use and setup which will speed up election night results and reduce human error.
- Provide all citizens (including the ADA community) of Caldwell County an ADA-compliant universal system that provides a voter-verifiable paper trail that will increase voter confidence and provide greater transparency in the election process.
- Provide a system that is certified in Texas to be used in a vote center or countywide polling environment.
- Partnership with a vendor that is financially stable and reliable.

Caldwell County has a statutory and constitutional duty and responsibility to provide residents a consistent and reliable voting system for use in federal, state and local elections. Consistent with its obligations of maintaining cost effective services, Caldwell County seeks to provide a voting system that meets applicable county, state and federal standards.

**Discussion Items:**

A five (5) member committee began the evaluation process April 2018 thoroughly evaluating the RFPs individually. References were emailed and contacted to facilitate due diligence on the County's behalf. The group setting consisted of facilitating meetings with the vendors.

The criteria for evaluating this proposal were based on experience, staffing, services. The final assessment exemplified ES&S with the higher score.

**Notable Budget Items**

Funds will be available pending award of Certificate of Obligations, series 2018. The award of bonds is scheduled August 13, 2018.



## Recommendation to Commissioner's Court

County Auditor's Office respectfully recommends the following:

*The Commissioners' Court to Award the RFP #2 Vote Tabulation System to ES&S and approve the attached Agreement(s) totaling \$445,316.11 voting system hardware, \$54,513 poll books and software, \$4,500 maintenance, support and data conversion fee on the poll book firmware for a Grand Total of \$504,329.11.*

*Annual maintenance costs after the second year will include the following: \$34,185 for software and maintenance costs (\$8,375 for polls books software and maintenance and \$25,810 for voting system and other hardware, software maintenance and firmware fees).*

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

Rolando B. Pablos  
Secretary of State

July 25, 2018

Pamela Ohlendorf  
Caldwell County  
Election Administrator  
1403 Blackjack Street  
Lockhart, Texas 78644

Dear Ms. Ohlendorf:

We are in receipt of a copy of the proposed contract between Caldwell County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 5.4.0.0 which includes the ExpressVote ballot marking device to be used in conjunction with the DS200. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in blue ink, appearing to read "KI", written over a circular stamp.

Keith Ingram  
Director of Elections

Enclosures

KI: CA



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (512) 668-4347

Fax Number: (512) 398-1821

Customer Contact, Title: Pamela Ohlendorf

Customer Name: Caldwell County, Texas

Type of Sale:  **NEW**

Type of Equip:  **NEW**     **REFURBISHED**

Bill To: \_\_\_\_\_

Caldwell County, Texas

Pamela Ohlendorf

1403 Blackjack Street

Lockhart, TX 78644

Ship To: \_\_\_\_\_

Caldwell County, Texas

Pamela Ohlendorf

1403 Blackjack Street

Lockhart, TX 78644

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, 4GB Jump Drive, and Paper Roll (EVS 5400)	19	\$5,750.00	\$109,250.00
2	DS200	Tote Bin	19	\$225.00	\$4,275.00
3	DS200	4GB Jump Drive (Additional)	50	\$105.00	\$5,250.00
4	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, 4GB Flash Drive, ADA Keypad, Headphones (EVS 5400)	102	\$3,325.00	\$339,150.00
5	ExpressVote BMD	Soft-Sided Carrying Case	102	\$175.00	\$17,850.00
6	ExpressVote BMD	ExpressVote Printer	36	\$725.00	\$26,100.00
7	ExpressVote BMD	ExpressVote Ballot Card Stock - 14" (250 per pkg)	8	\$23.75	\$190.00
8	ExpressVote BMD	ExpressVote Privacy Screens (6 per case)	17	\$99.95	\$1,699.15
9	Software	ElectionWare Software - Reporting Only (ERM)	1	\$4,200.00	\$4,200.00
10	Third Party Items	3rd Party Items as set forth on Exhibit B	1	\$2,232.67	\$2,232.67
11	Network Installation	3rd Party Configuration and Installation - ES&S In-House	1	\$1,300.00	\$1,300.00
12	DS200	Equipment Installation	19	Included	Included
13	ExpressVote BMD	Equipment Installation	102	Included	Included
14	Services	Project Management Day	1	\$1,650.00	\$1,650.00
15	Services	Equipment Operations Training Day	1	\$1,650.00	\$1,650.00
16	Services	Software Training Day	1	\$1,650.00	\$1,650.00
17	Services	Logic and Accuracy Testing Support Day	1	\$1,650.00	\$1,650.00
18	Services	Election On-Site Support Event	1	\$4,525.00	\$4,525.00
19	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 1 - Model 650 Scanner 81 - iVotronic Terminal	1	(\$17,625.00)	(\$17,625.00)
20	Other	Performance Bond	1	\$6,654.29	\$6,654.29
21	Shipping	Shipping & Handling	1	\$2,350.00	\$2,350.00

Freight Billable:    yes     no

<b>Order Subtotal</b>	<b>\$ 514,001.11</b>
<b>Customer Discount</b>	<b>(\$68,685.00)</b>
<b>Order Total</b>	<b>\$ 445,316.11</b>

# Sales Order Agreement

\_\_\_\_\_  
Matt Kunz

Regional Sales Manager

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
V.P. of Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Trade-In Equipment:**

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**Special Notes:****Payment Terms**

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Warranty Period (Years):**

One (1) Year From Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS



**Caldwell County, Texas  
Electronic Pollbook Sales Order Agreement**

Description	UOM	Qty	Unit Price	Total Price
<b>ExpressPoll with Integrated Pollbook Stand and Printer:</b>				
ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Integrated Pollbook Stand, Integrated Printer with Power Supply and Power Management Board, 4-Port USB Hub, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, 6-ft Power Cable, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	Each	36	\$1,200.00	\$43,200.00
Integrated Mag-Stripe Reader with USB Cable	Each	36	\$63.00	\$2,268.00
<b>Software:</b>				
CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	License	1	\$3,875.00	\$3,875.00
<b>Implementation Services:</b>				
Acceptance Testing (per Unit)	Per Unit	36	\$50.00	\$1,800.00
Web-Ex Training for CentralPoint (Class Size of 10 Participants)	Event	1	\$1,000.00	\$1,000.00
EZRoster Software Training	Day	1	\$1,650.00	\$1,650.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	36	\$20.00	\$720.00
One-Year Hardware and Software Warranty	N/A			Included
<b>Order Total</b>				<b>\$54,513.00</b>

**Payment Terms:**

- \$13,628.25 Due within thirty (30) calendar days of contract execution.
- \$40,884.75 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

**Annual Post-Warranty Maintenance and Support Fees  
(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)**

**PollBook Software:**

ExpressPoll Software License and Maintenance and Support Fee including Data Conversion - Year 1	Per Unit	36	\$125.00	\$4,500.00
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**Software:**

CentralPoint Software License Fee and Hosting Services - Year 1	License	1	\$3,875.00	\$3,875.00
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Note: Annual Software License, Hosting, and Maintenance and Support fees of \$8,375.00 will be invoiced 90-days prior to beginning of the post-warranty period. 100% of invoice total due within 30 calendar days of invoice date.

The parties hereby agree that this Sales Order and the ExpressPoll Sales Order Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of ExpressPoll System products and services. Further, the undersigned Customer hereby agrees to purchase such ExpressPoll products and services from ES&S as set forth herein. The undersigned Customer hereby agrees to the ExpressPoll System Sales Order Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the Customer as set forth above.

ES&S Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Contact Person	Pamela Ohlendorf
Address (no PO box)	1403 Blackjack Street
City	Lockhart
State/Province	TX
Zip	78644
Phone Number	(512) 668-4347

## ELECTRONIC POLLBOOK GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the Equipment and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the ES&S Software described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software described in this Section 2 are ES&S proprietary software products. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall pay ES&S for any Update which is specific to Customer or required due to a change in state or local law.

6. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date set forth on the Sales Order and, if required, will have been certified by the appropriate state authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Software License, Maintenance and Support Services, the ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the

Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

7. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

8. **Warranty.**

a. **Equipment/ Software.** ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not

been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 8(a) or 8(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this

Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

10. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

11. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 12, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

12. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection,

labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay

13. **Term; Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives written notification thereof from the non-breaching party.

14. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

15. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

16. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past



due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

17. **Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Further, Customer is responsible for equipment and setup, and the costs associated with setup, of the network infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates. Likewise, any Customer requested enhancements, modifications or changes to the Equipment or ES&S Software which ES&S agrees to provide, in its sole discretion, shall be set forth in separate change orders to the Agreement. Customer shall be responsible for the payment of all fees associated with such enhancements, modifications or changes made by ES&S.

18. **Other.** ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 – 6, 8(c), 9 – 12, 15, 16(b) and this section 18 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. ES&S may increase the ES&S Software License and Software Maintenance and Support Fees for any renewal period by not more than 5% of the amount of the most recent fees paid by the Customer. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

**ARTICLE II**  
**License of ES&S Software**

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested

by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

### **ARTICLE III** **ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.

## Evaluation Sheet

### RFP 2018 Request for Proposal of Election Equipment for Caldwell County Elections

Vendor ES&S

Committee Member Five (5) Committee Members

Scoring Criteria	Points	Score
1. Comparable experience and qualifications	350	<u>340</u>
2. Voting System Requirements	300	<u>290</u>
3. Contract Cost	150	<u>110</u>
4. Implementation Requirements	100	<u>96</u>
5. Service and Support Requirements	100	<u>94</u>
Total Points		1,000
		<u>930</u>

Comment: See attached supporting documentation from committee members on additional individual evaluation and /or comments.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Evaluation Sheet

### RFP 2018 Request for Proposal of Election Equipment for Caldwell County Elections

Vendor Hart

Committee Member Five (5) Committee Members

Scoring Criteria	Points	Score
1. Comparable experience and qualifications	350	<u>240</u>
2. Voting System Requirements	300	<u>65</u>
3. Contract Cost	150	<u>45</u>
4. Implementation Requirements	100	<u>50</u>
5. Service and Support Requirements	100	<u>38</u>
Total Points		1,000
		<u>438</u>

Comments: See attached supporting documentation from committee members on additional individual evaluation and /or comments.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**13. DiscussionAction** to approve the early election voting hours and locations for the General Election on November 6, 2018 Development Ordinance. **Cost: None; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 3.**

AW1-5

Prescribed by Secretary of State

Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code  
3/2007

ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 6, 2018 in Caldwell County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección el día 6 de noviembre de 2018 en el condado de Caldwell, Texas, con el propósito de elegir a los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas)

The Office of (Enúmere los puestos oficiales) County Judge, County District Attorney, County Clerk, County District Clerk, County Treasurer, County JP 1, 2, 3 & 4, County Commissioner Precinct 1, 2 and 4 and County Court of Law.

Early voting by personal appearance will be conducted at :

(Votación Temprana mediante la comparecencia personal se llevará a cabo en )

Scott Annex bldg..  
1403 Blackjack St  
Lockhart, TX 78644

October 22, 2018 22 octubre 2018	Monday Lunes	8 am to 5 pm
October 23, 2018 23 octubre 2018	Tuesday Martes	8 am to 5 pm
October 24, 2018 24 octubre 2018	Wednesday miércoles	8 am to 5 pm
October 25, 2018 25 octubre 2018	Thursday jueves	8 am to 5 pm
October 26, 2018 26 octubre 2018	Friday viernes	8 am to 5 pm
October 27, 2018 27 octubre 2018	Saturday sábado	10 am to 6 pm
October 28, 2018 28 octubre 2018	Sunday Domingo	10 am to 3 pm
October 29, 2018 29 octubre 2018	Monday Lunes	8 am to 5 pm
October 30, 2018 30 octubre 2018	Tuesday Martes	8 am to 5 pm
October 31, 2018 31 octubre 2018	Wednesday miércoles	7 am to 7 pm
November 1, 2018 1 noviembre 2018	Thursday Jueves	7 am to 7 pm
November 2, 2018 2 noviembre 2018	Friday viernes	7 am to 7 pm

AW1-5

Prescribed by Secretary of State

Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code  
3/2007

Luling Civic Center

333 E Austin St

Luling, TX 78648

October 22, 2018 22 octubre 2018	Monday Miércoles	8 am to 5 pm
October 23, 2018 23 octubre 2018	Tuesday martes	8 am to 5 pm
October 24, 2018 24 octubre 2018	Wednesday Miércoles	8 am to 5 pm
October 25, 2018 25 octubre 2018	Thursday jueves	8 am to 5 pm
October 26, 2018 26 octubre 2018	Friday viernes	8 am to 5 pm
	Saturday and Sunday Sábado y Domingo	Closed cerrado
October 29, 2018 29 octubre 2018	Monday Lunes	8 am to 5 pm
October 30, 2018 30 octubre 2018	Tuesday martes	8 am to 5 pm
October 31, 2018 31 octubre 2018	Wednesday Miércoles	7 am to 7 pm
November 1, 2018 1 noviembre 2018	Thursday jueves	7 am to 7 pm
November 2, 2018 2 noviembre 2018	Friday viernes	7 am to 7 pm

On Election Day, voters must vote in their precinct where they are registered to vote.

Location of Election Day Polling Places:

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las casillas electorales el Día de Elección Incluir Nombre del Edificio y Dirección

Número de precinto

<u>Polling Location</u>	<u>Precincts</u>
<b>First Lockhart Baptist Church Hall</b> 315 W Prairie Lea Lockhart, TX 78644	100, 101, 111 & 408
<b>City Hall Glosserman Basement</b> 308 W San Antonio St Lockhart, TX 78644	103, 400 & 412
<b>VFW Post 8927 Hall</b> 7007 S US Hwy 183 Lockhart, TX 78644	102 & 104



AW1-5

Prescribed by Secretary of State

Sections 3.004, 3.006, 83.010, 85.004, 85.007, Texas Election Code

3/2007

<b>McMahan Women's Club</b> 6022 FM 713 McMahan, TX 78616	204 & 205
<b>Luling Civic Center</b> 333 E Austin St Luling, TX 78648	201, 202, 203 & 206
<b>Three Rivers Community Center</b> 103 Main St Martindale, TX 78655	301
<b>Maxwell Fire Station</b> 9655 TX 142 Maxwell, TX 78656	118 & 302
<b>Uhland Community Center</b> 15 N Old Spanish Trl Uhland, TX 78640	303
<b>Fentress Community Church</b> Hwy 20/Barber St Fentress, TX 78622	305
<b>St. Mark's Methodist Church Hall</b> 602 E Live Oak St Lockhart, TX 78644	105, 109, 110, 401 & 407
<b>St Mary's Catholic Church Hall</b> 205 W Pecan St Lockhart, TX 78644	108, 402 & 409
<b>Lytton Springs Chisholm Trail Fire &amp; Rescue</b> 9835 FM 1854 Dale, TX 78616	306, 404 & 405

Applications for ballot by mail shall be mailed to:

Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

Pamela Ohlendorf, Elections Administrator

1403-C Blackjack St

Lockhart, TX 78644

Applications for ballots by mail must be received no later than the close of business on October 26, 2018.

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: Emitida este día 26 de octubre 2018.

Issued this the \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Caldwell County Judge Ken Schawe

\_\_\_\_\_  
County Commissioner Pct. 1 Terry Wright

\_\_\_\_\_  
County Commissioner Pct. 3 Ed Theriot

\_\_\_\_\_  
County Commissioner Pct. 2 Edward Moses

\_\_\_\_\_  
County Commissioner Pct. 4 Joe Roland

**14. Discussion/Action** regarding the selection of the 2018/2020 County Election Officers as proposed by the Caldwell County Democratic and Republican Party Appointment. **Cost: None; Speaker: Judge Schawe / Pamela Ohlendorf; Backup: 19.**

## Ezzy Chan

---

**From:** Pamela Ohlendorf <pamela.ohlendorf@co.caldwell.tx.us>  
**Sent:** Thursday, August 02, 2018 1:12 PM  
**To:** k.schawe@co.caldwell.tx.us  
**Cc:** Philip A. Ruiz; Kathy Haigler; 'Ezzy Chan'  
**Subject:** agenda

Judge Schawe,

You asked what should add to the agenda regarding Kathy's recommendations for Election Judges/alt, clerks, evvb and central counting staff.

Everything that she sent you should be added to your back up.

How the wording, it should read as such:

Discussion/Action: regarding the selection of the 2018/2020 County Election Officers as proposed by the Caldwell County Democratic /Republican Party Appointment.

*Pamela Ohlendorf REO*

*Elections Administrator*

*Caldwell County Elections Office*

*1403 Blackjack St.*

*Lockhart, Tx 78644*

*512-668-4347*

*512-668-4349*

*(Fax) 512-398-1821*

[pamela.ohlendorf@co.caldwell.tx.us](mailto:pamela.ohlendorf@co.caldwell.tx.us)

<https://www.facebook.com/CaldwellCountyElections/> Facebook

<http://www.co.caldwell.tx.us/page/caldwell/ElectionsOffice> Caldwell County Website



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# Caldwell County Democratic Party

2018 APPOINTMENT OF COUNTY ELECTION PRECINCT  
PRESIDING AND ALTERNATE JUDGES  
Term Effective August 1, 2018 – July 31, 2020

Philip A. Ruiz  
County Chair

## Caldwell County Democratic Party Election Precinct Officials

- Election Judges
- Alternate Election Judges
- Election Clerks
- CCS/EVBB

Name	Telephone		
Mary Faye Barnes	(512) 398-5144	1014575678	226 Sunshadow Dr., Lockhart, TX 78644
Patricia Davis	(512) 376-6178	1004301735	1311 Center St, Lockhart, TX 78644
Teri Black	(512) 376-9381	1147249579	2407 Night Sky Cv., Lockhart, TX 78644
Hattie J. Carter	(512) 468-8346, (512) 376-5087	1003984194	1423 E Market St Apt A., Lockhart, TX 78644
David Wilson	(512) 699-6032, (512) 376-5921	1014983991	819 Ross Cir., Lockhart, TX 78644
Mary Martinez	(512) 227-0914, (512) 398-662, (512) 398-3470	1178845694	1901 Borchert Loop, Lockhart, TX 78644
Katy Austin	(512) 669-9008		
Gabriella Olivia	(512) 545-1853		
Mary Vicky Gonzales	(512) 644-6473, (512) 376-9021	1004000042	1517 N. Pecos St., Lockhart, Tx 78644
Armanda Maloney	(281) 906-7988	1003980959	165 Tonkawa Trl., Lockhart, TX 78644
Henrietta Rodriguez	(512) 398-9038	1010749464	910 S Guadalupe St Apt C., Lockhart, TX 78644
M. Delia Delgado	(512) 213-4972, (512) 667-2906, (512) 667-2876*	1003951071	600 Blackjack, Lockhart, TX 78644
Mary Ramirez	(512) 644-5721		
Mary Stella Limas	(512) 644-5721, (512) 644-0370, (512) 376-5552	1004302880	1406 Colton Ln., Lockhart, TX 78644
Alfredo Limas	(512) 644-5721, (512) 644-0370, (512) 376-5552	1169326818	1406 Colton Ln., Lockhart, TX 78644
Rose Gibson	(830) 875-1066, (830) 305-5011	1004303651	124 Plum St., Luling, TX 78648
Bennie Pullin	(830) 460-1069	1003984868	1500 E Bowie St., Luling, TX 78648
Delfina Rodriguez	(830) 875-3302	1004028045	323 Holly Ave., Luling, TX 78648
Jason Meador	(830) 540-4815, (512) 947-5140	1004019621	3525 Chuckwagon Rd., Luling, TX 78648
Sarah Meador	(830) 540-4815, (512) 947-5140	1009375090	3525 Chuckwagon Rd., Luling, TX 78648
Bruce Coates	(512) 227-6501, (512) 398-5449,	1124333735	11525 Fm 86., Lockhart, TX 78644
Beverly Coates	(512) 227-6500, (512) 363-6380, (512) 398-5449	1124333726	11525 Fm 86., Lockhart, TX 78644
Rachel Martinez	(512) 698-5796, (512) 833-6884	1151626309	8865 Fm 20., Dale, TX 78616
Marjorie Newton	(830) 875-5591	1166785341	312 E Jones St., Luling, TX 78648

Enrique (Henry) R. Rodriguez	(512) 995-0071, (512) 398-3385, (512) 668-410	1151687647	1205 Trinity St, Lockhart, TX 78644
Carol Olson	(512) 644-8659, (512) 488-000, (512) 398-2207, (512) 488-2299	1022147573	162 Paint Brush Trl., Lockhart, TX 78644
Becky Perkins	(512) 517-2327, (512) 376-3430	1003952649	510 S Guadalupe St., Lockhart, TX 78644
Byron Smith	(512) 995-0997, (512) 398-9087, (512) 398-3366	1003988221	2036 Young Ln., Lockhart, TX 78644
Jane Jessop	(512) 665-1664, (512) 357-1426, (512) 357-2917	1003966162	3163 Fm 1966., Maxwell, TX 78656
Carlton Hall	(512) 808-3533, (512) 398-4923	1003959088	61 Avery Rd., Maxwell, TX 78656
Sylvia C. Cervantez	(512) 787-4470, (512) 376-4600,	1003962118	422 S Main St., Lockhart, TX 78644
Peggy A. Ussery	(830) 875-5419, (281) 347-2545	1116976931	149 Hillcrest Dr., Luling, TX 78648
Carmen Pearson	(512) 559-0877, (512) 559-2351	1004047285	891 Sandy Creek Rd., Dale, TX 78616
Steve A. Casillas	(512) 665-3555, (512) 398-1916, (512) 757-0210, (512) 376-6460	1004015751	1516 Twin Island Dr., Lockhart, TX 78644
Whitney Cook	(512) 775-7159, (512) 376-3393	1174075127	115 Grogans Way, Kyle, TX 78640
Mary Briceno	(512) 359-0099, (512) 227-0524, (512) 398-2298	1006277424	1204 N Pecos St., Lockhart, TX 78644
Maria R. Flores	(512) 227-1988, (830) 875-5901	1004038626	524 W Austin St., Luling, TX 78648
Jon D. Mendoza	(830) 351-0462, (830) 351-7044	2123073126	415 Griffin St., Luling, TX 78648
Chelsea D. Lopez	(512) 759-0462		
Vel Martinez	(512) 786-9513		
Galley Toney	( )		
Maria Thompson	(512) 940-8461		
Mark Pfaeffle	(512) 995-0521, (512) 601-3045	1004039216	3442 Fm 1854., Dale, TX 78616
Maria P. Gonzales	( )		
Christina Gomez	(512) 577-0786, (512) 665-248	1005049782	1308 Aspen, Lockhart, TX 78644
Jennifer Saucedo	(512) 787-9320		
Mary Alice Llanas	(512) 787-7110	1004011449	301 Gillis St., Fentress, TX 78622
Christine Levermann	(512) 466-1820, (512) 360-525	1186568519	7355 Fm 713 # C-1., Dale, TX 78616
Ethan Mrazek	(512) 924-1102		
Suzanne Fulton	(512) 644-7328, (512) 644-7328	1010447490	1152 Spotted Horse Trl., Dale, TX 78616
Phillip L. Coyle	(512) 212-0252	1182086652	6282 Fm 2720, Maxwell, TX 78656
Harriet Grogan	(512) 293-6462, (512) 924-940, (210) 365-9564	1003949528	4779 Schuelke Rd. Niederwald, TX 78640
Kathleen Clough	(512) 738-0244	1003990265	1707 Silent Valley Rd., Lockhart, TX 78644
Sherry Massington	(304) 702-2334, (512) 924-379	1205231553	1910 W San Antonio St Apt A., Lockhart, TX 78644
Victoria Ward	(512) 995-6577		
Mildred Carter	(512) 620-2149, (512) 376-4523	1003979023	1507 Sunrise Ter., Lockhart, TX 78644
Irma A. Tamayo	(512) 227-1314, (512) 968-6260, (512) 376-3533	1003960123	917 N Blanco St., Lockhart, TX 78644
Priscilla Tamayo	(512) 749-3680, (512) 968-6260	100403440004	917 N Blanco St., Lockhart, TX 78644
Lynn Williams	(512) 357-2049, (512) 740-8562	1010445771	339 River Bend Ln. Martindale, TX 78655
Lupe Hernandez	(512) 357-6134, (512) 357-2396, (512) 757-1884	1003968685	106 Hernandez Rd., Martindale, TX 78655
Avenel Lemar	(830) 515-6436, (512) 764-2017	2135340649	14500 Fm 86, Dale, TX 78616
Lupe M. Juarez	(512) 577-0786		
John K. Howard	(512) 376-3398, (512) 376-3398, (512) 376-1656,	1000652393	6282 Fm 2720., Maxwell, TX 78656

	(512) 398-3341			
Shirley Harris	(512) 398-6657		1004000976	705 Reyes St. Lockhart, TX 78644
Margie Garcia	(512) 376-3430			
Sylvia Juarez	(512) 589-8539, (512) 589-9565		1004036852	804 San Jacinto St., Lockhart, TX 78644
James Price	(512) 964-4983		1004306208	1690 Tumbleweed Trl., Dale, TX 78616
Claudia Magallanez	(512) 264-4096		1194411984	40 Sunset Trl., Luling, TX 78648
Linda Brown Armwood			1019924799	
Rojelia Barriga			1197462374	
Maria Isabel Beck			1003981152	
Nicole Bell Laporche			1150364438	
Ann Blue Cathryn			1009048247	
David B. Bravo			1009153450	
Agustin Briceno Jr			1004027776	
Carnelia Brown Lone			1042514080	
Emmanuel Campos			1100807581	
Jose Carranza III			1213494364	
Celia Carrillo			2128497664	
Kimberly Castillo-Morales			1187748639	
Robert Desi Castro			1132627323	
Barbara M Clark			1004002166	
Michael Brian Clawson			1206733138	
Sylvia Cuellar			1004036662	
Lenora Davis			1172979862	
Delia M. Delgado			1003951071	
Olga Gutierrez Delgado			1010886020	
Dolores Demps			1006242578	
Aaron Lashe Evans			1078229583	
Mary Angie Facundo			1004001724	
Maria Reinalda Flores			1004038626	
Roselin Flores			1213028199	
Randi Wayne Gallant			1131442364	
Jane Nava Garcia			1139766460	
Margie Garcia			1003960303	
Alfredo N Gil			1196326720	
Margaret S Groves			1004305104	
Guidry Hakeem			1213494598	
Mary Mathis Head			1021000014	
Aaron Hernandez			1200294966	
Armando Hernandez			2133497219	
Joe Angel Hernandez			1213510142	
Cecilia Zuniga Ibarra			1156657689	

Fermin T Islas	1003961903
Marisa Michelle Islas	1003961631
Jacqueline Renee Kelly-Wright	1003955900
Daniel Gene Konkaba	1003978035
Adam Laguna	1144806803
Ismaray Lanza	2124876833
Michael Steven Luther	1181425616
Jose Santos Marquez	1213564074
Lanithia Lea Marshall	1206527051
Janie Martinez	1003959813
Juan Gregorio Martinez	2137480061
Maria Gonzales Martinez	1178845694
Sarah Lee Mata	1221109242
Michael Ray Mendez	1013026274
Raudel Antonio Orozco	2131633606
Nancy Peralez	1008669423
Karley Peralez-Ortiz	2121915076
Ethan Mathew Pitner	1010445792
Alonzo Provo	1194172080
Roberto Quijada	2122669219
Guadalupe Turrubiate Quiroz	1020765231
Angelica Renteria	2119695727
Colleen Lavonne Ricci	1021423492
Jillbalee Angelica Robinson	1181585980
Beatrice Oballe Rodriguez	1004016882
Deifina Rodriguez	1004028045
Frances Rodriguez	1004043774
Henrietta Silva Rodriguez	1010749464
Hopple (Hope) Rodriguez	1207457565
Trevor Daniel Rogers	2127318424
Amber Leigh Rose	1137920841
Mystic Rose	1213565542
Kelly Denton Royall	1014975369
Adrian Edward Rubio	2127531544
Jessica Ruiz	2136196934
Kayla Renae Ruiz	1173957647
Richard Salinas	1159014513
Silva Guadalupe	2001813408
Norberto Solis IV	1213511877
Ann Soliz Trisha	1165875666
Marlene Tackett Elise	1011654107
Vanassa Lynn Taylor	1205841127

Veronika Taylor		1043383557
Curtis Leroy Thomas Jr		1213492725
Rafael Tijerina		1021930997
Jane Tucker-Gray		2134188050
Jennie Irene Vasquez		1150696350
Arthur Domingo Villarreal Jr		2133400437
Mary Lou Walker		1175858334
Melissa Gean Walker		1221308005
Tracy L Walters-Rogers		1140146022
Russell Jason Ward		1143294663
Dorothy M Westbrook		1004049858
Devorin Montraya Williams		1213496134
Homer Fritz Williams		1004042231
Marilyn Williams		1003969169
Shirley M Williams		1004042220
Michael Martin Wright		1031895996
Magali Zamarripa		1036550163
Eloy Baeza		2141553975
Dianne Marie Currie		1111275099
Kimtrella Aidana Daughenbaugh		1175341172
Maria Lucina Flores		1004017955
Jacyln Marie Ford		2137102712
Dora Alicia Garcia		1165057546
Michelle Renee Garcia		1003994610
Dyana Guillen Garza		1093929292
Jennifer Gil-Perez		1208661764
Cipriano Gonzales III		2000166117
Matthew St. Clair Goodrum		2131016252
Federico Guajardo		1038847491
Amy Jo Harris		1133448089
Santana Shenae Harris		1213564377
Mitchell Hepworth		1213560216
Heather Nichole Hodges		1186136661
Joshua Howells		1137000358
Charlene Lorena Jones		1190515037
Tevi Melanie Lichey		2138856237
Casey Daynette Saunders		1212975214
Stephens Joshua		1213567606
Cristian Lomas		1186539440
Linda Rose Lunday		1179777884



Stratton Austin		2122720439
Virginia Stout Jessica		1164526465
Maria Torres		1186539205
Timothy Patton Torres		1064133662

Date: July 31, 2018



Submitted by Philip A. Ruiz, Democratic Party County Chair

Appointment of Presiding and Alternate Officers (County Election Precinct Presiding and Alternate Judges, Election Clerks, Early Voting Ballot Board Members, Signature Verification Committee Members, and Central Counting Station Personnel) in accordance with Section (32.001, 32.002 & 127.005(e))m and Section 87.002, 87.027, and 127.002-127.005 of the Texas Election Code (Tex. Elec. Ann §32.002 (Vernon Supp. 2000) and related Election provisions, as amended.



# Caldwell County Democratic Party

2018 APPOINTMENT OF COUNTY ELECTION EARLY VOTING  
PRESIDING AND ALTERNATE JUDGES  
Term Effective August 1, 2018 – July 31, 2020

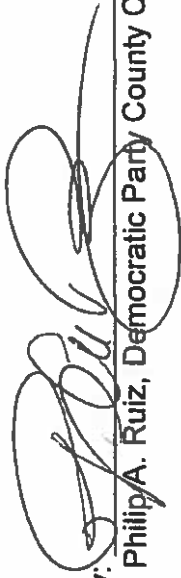
Philip A. Ruiz  
County Chair

## Caldwell County Democratic Party Central Counting Station Officials

- Early Voting Ballot Board
- Ballot Resolution Committee
- Signature Verification Committee Members
- Optical Scan Tabulation & DRE Team

Bryan Estes	(512) 376-5357	1013111960	435 N Church St., Lockhart, TX 78644
Tom Hanson	(512) 496-7625	1006242482	720 S Commerce St. Lockhart, TX 78644
Oscar (O.J.) Garcia	(512) 376-3333, (512) 922-0939	1003674004	9721 Fm 713, Lockhart, TX 78644
Kennis Howard	(512) 376-6496, (512) 376-1656	1008525184	6282 Fm 2720, Maxwell, TX 78656
Sallie Ann Satagal	(512) 398-5930	1004021930	715 Grapevine Trl., Lockhart, TX 78644
Virginia Harriet (Sally) Allen	(512) 484-3617	1004001036	720 S Commerce St., Lockhart, TX 78644
Carol Peters	(512) 787-4162	1004014799	36 Mill Rd., Maxwell, TX 78656
Greg Hanna	(713) 213-5752	1119662983	8729 Fm 672, Dale, TX 78616
Gloria Hanna	(713) 213-5790	1119606402	8729 Fm 672, Dale, TX 78616
Byron Smith	(512) 995-0997	1003988221	2036 Young Ln., Lockhart, TX 78644
Mary Vicky Gonzales	(512) 644-6473	1004000042	1517 N. Pecos St., Lockhart, Tx 78644
Pat Wilkins	(512) 357-2208	1004040764	201 Main St., Martindale, TX 78655
James Wygant	(713) 855-4839	1177517351	107 Walnut Rd., Dale, TX 78616
Gilbert Guerrero	(830) 556-9702	1168187309	615 Algrita St. Luling, TX 78648
Ezequiel (Chuck) Estrada	(512) 787-6007, (512) 559-2240	1004002726	10853 Fm 1854, Dale, TX 78616
R. David Gratz	(512) 814-7289	1174166306	1000 W Live Oak St., Lockhart, TX 78644
Joy Pardo	(512) 740-4650	1003970550	230 Sunshadow Dr., Lockhart, TX 78644
Barbara Rojas Sanchez	(512) 970-5429	1004045089	419 Trinity St., Lockhart, TX 78644

Date: July 31, 2018



Philip A. Ruiz, Democratic Party County Chair

Appointment of Presiding and Alternate Officers (County Election Precinct Presiding and Alternate Judges, Election Clerks, Early Voting Ballot Board Members, Signature Verification Committee Members, and Central Counting Station Personnel) in accordance with Section (32.001, 32.002 & 127.005(e))m and Section 87.002, 87.027, and 127.002-127.005 of the Texas Election Code (Tex. Elec. Ann §32.002 (Vernon Supp. 2000) and related Election provisions, as amended.



# Caldwell County Democratic Party

2018 APPOINTMENT OF COUNTY ELECTION EARLY VOTING  
 PRESIDING AND ALTERNATE JUDGES  
 Term Effective August 1, 2018 – July 31, 2020

Philip A. Ruiz  
 County Chair

**Caldwell County Democratic Party Early Voting Election Officials**

- Lockhart Early Voting Station Officers (Caldwell County Main Office)
- Luling Early Voting Station Officers (Caldwell County Branch Office)
- Or any other Caldwell County designated Early Voting location/center.

Mary Vicky Gonzales	(512) 644-6473	1004000042	1517 N. Pecos St., Lockhart, Tx 78644
Henrietta Rodriguez	(512) 398-9038	1010749464	910 S Guadalupe St Apt C., Lockhart, TX 78644
Gabriella Olivia	(512) 545-1853		
Patricia Davis	(512) 376-6178	1004301735	1311 Center St, Lockhart, TX 78644
Claudia Magallanez	(512) 264-4096	1194411984	40 Sunset Trl., Luling, TX 78648
Byron Smith	(512) 995-0997	1003988221	2036 Young Ln., Lockhart, TX 78644
Rose Gibson	(830) 875-1066	1004303651	124 Plum St., Luling, TX 78648
Bennie Pullin	(830) 460-1069	1003984868	1500 E Bowie St., Luling, TX 78648

Date: July 31, 2018

Submitted by:   
 Philip A. Ruiz, Democratic Party County Chair

Appointment of Early Voting Presiding and Alternate Officers (County Election Precinct Presiding and Alternate Judges, Election Clerks) in accordance with Section 85.009 of the Texas Election Code (the "Code"). Tex. Elec. Ann §32.002 (Vernon Supp. 2000) and related Election provisions, as amended.

**Subject:** Re: Caldwell County Republican Party's Election Worker List Submission 07/31/18  
**From:** Kathy Haigler (gopkat@sbcglobal.net)  
**To:** k.schawe@co.caldwell.tx.us; tl@gdsosfusa.com; eddie.moses@co.caldwell.tx.us; ed.theriot@co.caldwell.tx.us; joe.roland@co.caldwell.tx.us  
**Cc:** pamela.ohlendorf@co.caldwell.tx.us; caldwellect@co.caldwell.tx.us  
**Date:** Tuesday, July 31, 2018 1:53 PM

My apologies! I had to correct the headings on 2 of the tabs. Please use THIS version.

Kathy Haigler  
<^>>><

Home (512) 243-9899  
Cell (281) 923-8015  
Republican County Chairman  
Caldwell County, Texas

[www.caldwellcountytexanrepublicans.org](http://www.caldwellcountytexanrepublicans.org)  
[www.facebook.com/CCRPTX](http://www.facebook.com/CCRPTX)

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**From:** Kathy Haigler <gopkat@sbcglobal.net>  
**To:** Judge Ken Schawe <k.schawe@co.caldwell.tx.us>; Terry Wright <tl@gdsosfusa.com>; County Commissioner Eddie Moses <eddie.moses@co.caldwell.tx.us>; Ed Theriot <ed.theriot@co.caldwell.tx.us>; County Commissioner Joe Roland <joe.roland@co.caldwell.tx.us>  
**Cc:** Pamela Ohlendorf <pamela.ohlendorf@co.caldwell.tx.us>; Elections Clerk <caldwellect@co.caldwell.tx.us>  
**Sent:** Tuesday, July 31, 2018 1:44 PM  
**Subject:** Caldwell County Republican Party's Election Worker List Submission 07/31/18

To Judge Schawe, Commissioners Wright, Moses, Theriot, and Roland, EA Pamela Ohlendorf, and EA Clerk:

In accordance with the Texas Election Code, I have attached a 5-tab Excel spreadsheet reflecting the Caldwell County Republican Party's submission of the following:

1. Presiding and Alternate Judge of Polling Places (Tab: "Election Judge PJs\_AJs");
2. Election Clerks of Polling Places (Tab: "Election Day Clerks");
3. Presiding and Alternate Early Voting Officers for Early Voting Locations (Tab: "Early Voting");
4. Presiding Judge and Members of Early Voting Ballot Board (Tab: "Central Court");
5. Members of Signature Verification Committee, if one is created (Tab: "Central Court");
6. Presiding and Alternate Judge of the Central Counting Station (Tab: "Central Court")

The first four tabs of the spreadsheet do not give the full contact information for our appointees, but the fifth and final tab, "Contact Information" has all of the known information I have available for each of our appointees.

If you wish to review the details of this process, they are on the TX Secretary of State's website at <http://www.sos.state.tx.us/elections/laws/advisory2018-24.shtml>. I'm assuming the most important part of that advisory which pertains to Commissioners Court would be the following:

***In counties with a population of 500,000 or less, before August of each year, the county chairs of the political parties whose candidate for governor received the highest number of votes in the county in the 2014 gubernatorial election must submit a list to the commissioners court naming persons in order of preference who are presiding or alternate judge in each county election precinct and as a central counting station election judge and alternate judge and who are affiliated or align with the party. (32.002 & 127.005(e)) We recommend that the list contain names for every precinct in the county and for the central counting station. (32.007) Lists submitted by July 31, 2018 in order for them to be considered timely-filed. A county chair may supplement the list of names for election judges until the 20th day before a special election in case an appointed judge becomes unable to serve. After that time, an emergency appointment may be made. See below for additional information.***

***As stated above, the commissioners court is required to appoint the presiding and alternate election judges for each county election precinct and the central counting station submitted by the county chairs at its July or August term, as applicable. (32.001, 32.002 & 127.005(e)) The commissioners court MUST appoint the first eligible person on the list of the party whose candidate for governor received the highest number of votes in that precinct. The alternate judge MUST be the first eligible person from the list of the party whose candidate for governor received the second highest number of votes in that precinct. If both parties received the same number of gubernatorial votes in a special election meeting the applicable eligibility requirements from the list submitted by the party whose candidate for governor received the highest number of votes in the county and the first person meeting the applicable eligibility requirements from the list submitted by the party whose candidate for governor received the highest number of votes in the county shall be appointed as the alternate presiding judge. (32.002(c))***

Thank you for all you do for Caldwell County. Please feel free to contact me if you have any questions or require further information.

Sincerely,

Kathy Haigler  
<^>>><  
Republican County Chairman  
Caldwell County, Texas  
Home (512) 243-9899  
Cell (281) 923-8015  
[gopkat@sbcglobal.net](mailto:gopkat@sbcglobal.net)  
[www.caldwellcountytexanrepublicans.org](http://www.caldwellcountytexanrepublicans.org)  
<http://www.facebook.com/CCRPTX>

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## Attachments

- 2018-20 Republican Election Worker Appointment Lists for EA & County Court.xlsx (172.97KB)

**2018-20 REPUBLICAN PRESIDING JUDGE AND ALTERNATE JUDGE FOR ELECTION DAY POLLING PLACES**

*(Listed in Order of Preference)*

Prct	REPUBLICAN POSITION	1st	Choice	2nd	Choice	3rd	Choice	4th	Choice
100	Alternate	Arnold	Alonzo	John	Baker	Cassandra	Baker		
101	Presiding								
102	Presiding	Jim	Henderson	Jennifer	Hellums	Terry	Henderson	Kim	Martinez
103	Presiding	Linda	Hilburn	Angela	Caudillo	Carol	Martin	Stan	Martin
104	Presiding	Chayo	Rodriguez	Kathy Peddicord	Sellers				
105	Alternate								
108	Presiding	Teresa	Weeks						
109	Presiding								
110	Presiding								
111	Presiding	Rhonda	Shaffer	Nancy	Hess	Darrell	Hess	Phyllis	Metcalf
118	Alternate								
201	Presiding	Lee	Rust	Johnny Lee	Spriggs	Michael	Murphy		
202	Presiding	Rick	Salisbury	Karen	Cochran	John	Cochran	Pat	Bassett
203	Presiding	Susan	Blair	Sharon	Pratka	Henry	Hanson	Georgiann	Matthews
204	Presiding	Rick	Johnson	Herb	Decker	Barbara	Decker	Luz	Riley
205	Presiding	Leah	Kernan	Cheryl Sue	Reining				
206	Presiding	Hilda	Wilt	Terry	Taylor	Hollyce	Taylor	Olivia	Robertson
301	Alternate	Katherine	Glaze	Mike	Lee	Paula	Goynes	Imelda	Bennett
302	Presiding	Jarrett	Cochran	Robert	Purcell	Karon	Barton	David	Aguilar
303	Presiding	Kristie	Brady	Dennis	Heideman	Norma	Salomon		
305	Presiding								
306	Presiding								
400	Presiding								
401	Alternate								
402	Alternate	Susana	Olson	Laurie	Lay	Jerry	Cooke	Karen	Olson
404	Presiding								
405	Presiding	Juanita	Perales	Lora	Allen	Darlene	Salvatierra	Mary Gail	Bartsch
407	Alternate								
408	Presiding								
409	Presiding								
412	Alternate	Ernestine	Tapia-Capello						
ROAMERS		(1) John	Baker	(2) Juanita	Perez	(3) Herb	Decker	(4) Karen	Granados
		(5) Kim	Martinez	(6) Sharon	Pratka	(7) Lora	Allen	(8) Henry	Hanson
		(9) Nancy	Hess	(10) Gina	Stone	(11) Teresa	Weeks	(12) Audrey	Walter
		(13) Barbara	Decker	(14) Beth	Sustala	(15) Lena	Sustala	(16) Jerry	Sustala

**2018-20 REPUBLICAN ELECTION CLERKS FOR ELECTION DAY POLLING PLACES**  
(If not used as a Presiding or Alternate Judge)

*(Listed in Order of Preference)*

Willing to Serve as Election Clerk in Their Precinct					Roamer - will also work any Polling Place
Prct #	First Name	Last Name	Cell Phone	E-Mail	
100	John August	Hutter			x
100	Sandra	Phelps	(512) 376-9919	<a href="mailto:snphelps@yahoo.com">snphelps@yahoo.com</a>	x
102	Jim	Henderson	(512) 748-8826	<a href="mailto:jbartrnch1@hughes.net">jbartrnch1@hughes.net</a>	
102	Jennifer	Hellums	(512) 227-6021	<a href="mailto:jenniferhellums1@yahoo.com">jenniferhellums1@yahoo.com</a>	
102	Thural Ann "Terry"	Henderson	(512) 227-1569	<a href="mailto:jbartrnch1@hughes.net">jbartrnch1@hughes.net</a>	
102	John M.	Baker	(512) 376-0874	<a href="mailto:thebakers1984@gmail.com">thebakers1984@gmail.com</a>	x
102	Cassandra	Baker	512-376-0873	<a href="mailto:thebakers1984@gmail.com">thebakers1984@gmail.com</a>	x
102	Gina	Stone	512-363-3282	<a href="mailto:twinstar2@hotmail.com">twinstar2@hotmail.com</a>	x
103	Linda	Hilburn	(512) 398-4026	<a href="mailto:bhilburn@austin.rr.com">bhilburn@austin.rr.com</a>	x
103	Jane	Stephens	(361) 572-3384	(no email)	
103	Jack Albert	Poole			
103	Guinevere	Williams			x
103	Angela	Caudillo	(512) 745-4595		
103	Pete	Donahoe, Jr	(830) 391-3701	<a href="mailto:pldjr6091@gmail.com">pldjr6091@gmail.com</a>	
103	Mardell	Julson	(512) 398-7558		
103	Kurt	French	(512) 398-3104	<a href="mailto:kurt_french@yahoo.com">kurt_french@yahoo.com</a>	
103	Robert	Hahn	(512) 376-5017	<a href="mailto:bobhahn78703@yahoo.com">bobhahn78703@yahoo.com</a>	
104	Javier	Saucedo	361-579-7628		
104	Kathy	Sellers	(512) 398-6313	<a href="mailto:muletamer@ranchwireless.com">muletamer@ranchwireless.com</a>	
108	Teresa	Weeks	409-344-1767	<a href="mailto:qtmimi1957@gmail.com">qtmimi1957@gmail.com</a>	x
110	June	Day	(512) 799-3464	<a href="mailto:jdaytexas@att.net">jdaytexas@att.net</a>	x
111	Nancy	Hess	512-398-3194	<a href="mailto:hess.nd@gmail.com">hess.nd@gmail.com</a>	x
111	Darrell	Hess	512-398-3194	<a href="mailto:hess.nd@gmail.com">hess.nd@gmail.com</a>	x
111	Rhonda	Shaffer	(512) 376-0839	<a href="mailto:terry-shaffer@sbcglobal.net">terry-shaffer@sbcglobal.net</a>	x
201	Michael Sean	Murphy			
201	Johnnie Lee	Spriggs	(512)227-2341	<a href="mailto:johnnylees10@gmail.com">johnnylees10@gmail.com</a>	x
201	Lee	Rust	425-212-7925	<a href="mailto:lee.rust@techpine.com">lee.rust@techpine.com</a>	
202	John	Cochran	(830) 875-9311	<a href="mailto:jckc945@sbcglobal.net">jckc945@sbcglobal.net</a>	x
202	Karen	Cochran	(830) 875-9311	<a href="mailto:jckc945@sbcglobal.net">jckc945@sbcglobal.net</a>	x
202	Rick	Salisbury	972-896-1806	<a href="mailto:rfsbfl@yahoo.com">rfsbfl@yahoo.com</a>	
202	Clara	Schwarzlose	(830) 875-6040	<a href="mailto:csch1948@yahoo.com">csch1948@yahoo.com</a>	
203	Sharon	Pratka	(830) 857-5040	<a href="mailto:smpratka@gmail.com">smpratka@gmail.com</a>	x

**2018-20 REPUBLICAN ELECTION CLERKS FOR ELECTION DAY POLLING PLACES**  
(If not used as a Presiding or Alternate Judge)

*(Listed in Order of Preference)*

Willing to Serve as Election Clerk in Their Precinct					Roamer - will also work any Polling Place
203	Henry	Hanson	(830) 875-5628	<a href="mailto:hhanson@computer.org">hhanson@computer.org</a>	x
203	Judy	Shaw	(512) 284-2590	<a href="mailto:jlsrep2003@yahoo.com">jlsrep2003@yahoo.com</a>	x
203	Rita	Moore	512-557-0130	<a href="mailto:moore.rg@att.net">moore.rg@att.net</a>	x
203	Georgiann	Matthews	(830) 875-5121	<a href="mailto:georgiannmatthews@gmail.com">georgiannmatthews@gmail.com</a>	x
203	Lovey	Driskell	(830) 540-4585	<a href="mailto:lovey@gvtc.com">lovey@gvtc.com</a>	
204	Herb	Decker	(512) 398-6433	<a href="mailto:owagee1@att.net">owagee1@att.net</a>	x
204	Barbara	Decker	(512) 398-6433	<a href="mailto:barbara@barbaradecker.com">barbara@barbaradecker.com</a>	x
204	Luz	Riley	(512) 764-2636	<a href="mailto:rileyaustin2403@sbcglobal.net">rileyaustin2403@sbcglobal.net</a>	x
204	Audrey A.	Walter	817-907-6890	<a href="mailto:spoilt1@hotmail.com">spoilt1@hotmail.com</a>	x
204	Helen	Obert	(830) 620-8327	<a href="mailto:helvillyo@yahoo.com">helvillyo@yahoo.com</a>	
204	Beth	Sustala	(512) 809-9247	<a href="mailto:bsustala@gmail.com">bsustala@gmail.com</a>	x
204	Jeannine Marie	Krominga			x
204	Conda	Plaisance			x
204	Lena	Sustala	(512) 398-6283	<a href="mailto:mommalena1937@gmail.com">mommalena1937@gmail.com</a>	x
204	Jerry	Sustala	(512) 809-9246	<a href="mailto:jsustala1962@gmail.com">jsustala1962@gmail.com</a>	x
204	Tom	Riley	(512) 921-0271	<a href="mailto:rileyaustin2403@sbcglobal.net">rileyaustin2403@sbcglobal.net</a>	
204	Doug	White	(512)398-3679		
205	Leah	Kernan			
205	Cheryl Sue	Reininger			
206	Hilda	Wilt	(512) 695-6447	<a href="mailto:hilgw52@netscape.com">hilgw52@netscape.com</a>	
206	Hollyce	Taylor	(512)970-8985		x
206	Terry	Taylor	(512)970-8985		x
206	Olivia	Robertson	(512) 738-6661	<a href="mailto:oliveoil@ranchwireless.com">oliveoil@ranchwireless.com</a>	
206	Connie	Iley	(512) 773-5046		
206	Annette	Lacy		<a href="mailto:annettelacy05@aol.com">annettelacy05@aol.com</a>	
206	Jimaree	Robertson	(281) 236-7023	<a href="mailto:baj9007@yahoo.com">baj9007@yahoo.com</a>	
301	Katherine	Glaze	(512) 557-1351	<a href="mailto:katherineglaze@gmail.com">katherineglaze@gmail.com</a>	
301	Mike	Lee	512-375-0356	<a href="mailto:mikkol.lee61052@gmail.com">mikkol.lee61052@gmail.com</a>	x
301	Paula	Goynes	512-392-6171		
301	Imelda	Bennett	(512) 745-2897	<a href="mailto:bennett.imelda2@gmail.com">bennett.imelda2@gmail.com</a>	
302	Robert	Purcell	(512) 787-3290	<a href="mailto:bobpu1948@yahoo.com">bobpu1948@yahoo.com</a>	x
302	Karen	Granados	(701) 330-9446	<a href="mailto:km-granados@hotmail.com">km-granados@hotmail.com</a>	x
302	Karon	Barton	(361) 550-1206	<a href="mailto:ksbarton@sbcglobal.net">ksbarton@sbcglobal.net</a>	x



**2018-20 REPUBLICAN ELECTION CLERKS FOR ELECTION DAY POLLING PLACES**  
(If not used as a Presiding or Alternate Judge)

*(Listed in Order of Preference)*

Willing to Serve as Election Clerk in Their Precinct					Roamer - will also work any Polling Place
302	David	Aguilar	616-405-5441	<a href="mailto:dtmjagu@gmail.com">dtmjagu@gmail.com</a>	
302	Jane	Jessop			
302	Robert	Granados	(701) 330-9444	<a href="mailto:granadosrob@hotmail.com">granadosrob@hotmail.com</a>	x
302	Alison	Granados			x
303	Bob	Duda	512-784-7746	<a href="mailto:bdudacmp@aol.com">bdudacmp@aol.com</a>	
303	Dennis	Heideman	(512) 750-1630	<a href="mailto:dcheideman@gmail.com">dcheideman@gmail.com</a>	x
303	Kristie	Brady	(512) 757-4136	<a href="mailto:kristiebrady@gmail.com">kristiebrady@gmail.com</a>	
303	Norma	Salomon		<a href="mailto:jsalomon@austin.rr.com">jsalomon@austin.rr.com</a>	
400	Harry	Kemp	(512) 398-5643	<a href="mailto:htkemp@yahoo.com">htkemp@yahoo.com</a>	
402	Jerry	Cooke	(512) 227-6145	<a href="mailto:dragonboatslave@hotmail.com">dragonboatslave@hotmail.com</a>	x
402	Laurie	Lay	(512) 587-6417	<a href="mailto:laylaurie@yahoo.com">laylaurie@yahoo.com</a>	x
402	Karen	Olson	(512) 740-9694	<a href="mailto:kferenzolson@gmail.com">kferenzolson@gmail.com</a>	
405	Juanita	Perales	(512) 376-1526	<a href="mailto:tjperales14@gmail.com">tjperales14@gmail.com</a>	x
405	Lora	Allen	512-995-0085	<a href="mailto:mrplumber@aol.com">mrplumber@aol.com</a>	x
405	Darlene	Salvatierra	512-620-1012	<a href="mailto:enelradfaye@yahoo.com">enelradfaye@yahoo.com</a>	x
412	Ernestine	Tapia-Capello	(512) 376-8561	<a href="mailto:ernietc@rocketmail.com">ernietc@rocketmail.com</a>	x

## 2018-20 REPUBLICANS WILLING TO WORK EARLY VOTING

*(Listed in Order of Preference)*

PRESIDING JUDGE			CLERK		
1	Belinda	Adams	1	Belinda	Adams
2	Sharon	Pratka	2	Sharon	Pratka
3	Juanita	Perales	3	Juanita	Perales
4	Ray	Chandler	4	Ray	Chandler
5	Jerry	Cooke	5	Jerry	Cooke
6	Susan	Blair	6	Susan	Blair
7	John	Baker	7	John	Baker
8	Hilda	Wilt	8	Hilda	Wilt
9	Luz	Riley	9	Luz	Riley
10	Robert	Purcell	10	Robert	Purcell
11	Dave	Radke	11	Dave	Radke
12	Audrey	Walter	12	Audrey	Walter
13	Herb	Decker	13	Terry	Henderson
			14	Cassandra	Baker
			15	Gina	Stone
			16	Teresa	Weeks
			17	Herb	Decker
			18	Barbara	Decker
			19	Arnold	Alonzo
			20	Jane	Stephens
			21	Beth	Sustala
			22	Helen	Obert
			23	Tom	Riley
			24	Lena	Sustala
			25	Kristie	Brady
			26	Jimaree	Robertson
			27	Jerry	Sustala

## 2018-20 REPUBLICANS - CENTRAL COUNT POSITIONS

*(Listed in Order of Preference)*

### 1. CC MANAGER

1	Belinda	Adams
2	Jerry	Cooke
3	Dave	Radke
4	Chayo	Rodriguez
5	Ray	Chandler
6	Troy	Swift

### 2. CC PRESIDING JUDGE

1	Troy	Swift
2	Ray	Chandler
3	Kathy	Haigler
4	Belinda	Adams
5	Chayo	Rodriguez
6	Jerry	Cooke
7	Dave	Radke
8	Pat	Bassett
9	Carol	Martin
10	Arnold	Alonzo
11	Juanita	Perales
12	Susan	Blair
13	Sharon	Pratka
14	Henry	Hanson
15	Mike	Lee

### 3. TABULATION SUPERVISOR

1	Cindy	Johnson
2	Chayo	Rodriguez
3	Luz	Riley
4	Arnold	Alonzo
5	Debra	French
6	Belinda	Adams
7	Lance	Cameron

### 4. TABULATION ASSISTANT

1	Cindy	Johnson
2	Chayo	Rodriguez
3	Lance	Cameron
4	Pat	Bassett
5	Jerry	Cooke
6	Luz	Riley
7	Belinda	Adams
8	Gina	Stone
9	Arnold	Alonzo
10	Debra	French

### 5. EVBB / LBB

1*	Fred	Buchholtz
2*	Pat	Bassett
3	Wayne	Reeder
4	Bertie	Hays
5	Rick	Salisbury
6	Audrey	Walter
7	George	House
8	Carol	Martin
9	Ray	Chandler
10	Gina	Stone
11	Phyllis	Metcalfe
12	Robert	Purcell
13	Luz	Riley
14	Tom	Riley
15	Teresa	Weeks
16	Terry	Henderson
17	Jimaree	Robertson
18	Sharon	Pratka
19	Henry	Hanson
20	David	Van Diver
21	Kristie	Brady
22	Susan	Blair
23	Belinda	Adams
24	Lance	Cameron
25	Kurt	French

### 6. SVC

1	Bertie	Hayes
2	Wayne	Reeder
3	Carol	Martin
4	Phyllis	Metcalfe
5	George	House
6	Mary Gail	Bartsch
7	Jimaree	Robertson
8	Sharon	Pratka
9	Karen	Granados
10	Rick	Salisbury
11	Fred	Buchholtz
12	Audrey	Walter
13	David	Van Diver
14	Susan	Blair
15	Terry	Henderson

### 7. RESOLUTION

1	Belinda	Adams
2	Carol	Martin
3	Phyllis	Metcalfe
4	Jerry	Cooke
5	Pat	Bassett
6	Bertie	Hayes
7	Wayne	Reeder
8	Barbara	Decker
9	John	Cochran
10	Karen	Cochran
11	Linda	Hilburn
12	Fred	Buchholtz
13	Bob	Duda
14	Henry	Hanson
15	Debbie	Radke
16	David	Van Diver
17	Johnny Lee	Spriggs
18	Terry	Henderson
19	Cassandra	Baker
20	Kurt	French

### 8. CLERK

1	Troy	Swift
2	Mary Gail	Bartsch
3	Ray	Chandler
4	Chayo	Rodriguez
5	Garry	Dalton
6	Lee	Rust
7	Laurie	Lay
8	Bertie	Hayes
9	Wayne	Reeder
10	Mike	Lee
11	David	Van Diver
12	Henry	Hanson
13	Pat	Bassett
14	Jerry	Cooke
15	Debbie	Radke
16	John	Hutter
17	Cassandra	Baker
18	Stanley	Martin
19	Patrick	O'Connor
20	Jimaree	Robertson

\*1 & \*2 on EVBB/LBB list are first and second choices for Presiding Judge of EVBB/LBB

2018-2020 Contact Information for Republican Election Workers

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100	1010391724	03/03/53	Bertie	Hayes	(512) 995-1234	<a href="mailto:bhaves@communityvaction.org">bhaves@communityvaction.org</a>	P O BOX 1334 LOCKHART TX 78644
100	1188294471	11/12/57	John August	Hutter			732 S Church St, Lockhart, TX 78644
100	1010929592	08/30/45	Sandra	Phelps	(512) 376-9919	<a href="mailto:snphelps@yahoo.com">snphelps@yahoo.com</a>	910 S GUADALUPE ST APT E LOCKHART TX 78644
100	1154214346	07/16/46	Robert "Wayne"	Reeder	(813) 935-4888	<a href="mailto:wayne.1909@yahoo.com">wayne.1909@yahoo.com</a>	P O BOX 1134 LOCKHART TX 78644
102	1006235080	10/18/54	Cassandra	Baker	(512) 376-0873	<a href="mailto:thebakers1984@gmail.com">thebakers1984@gmail.com</a>	P O BOX 884 LOCKHART TX 78644
102	1004029933	01/28/55	John M.	Baker	(512) 376-0874	<a href="mailto:thebakers1984@gmail.com">thebakers1984@gmail.com</a>	P O BOX 884 LOCKHART TX 78644
102	1003998422	01/10/74	Jennifer	Hellums	(512) 227-6021	<a href="mailto:jenniferhellums1@yahoo.com">jenniferhellums1@yahoo.com</a>	827 FM 671 LOCKHART TX 78644
102	1004021734	04/18/45	Jim	Henderson	(512) 748-8826	<a href="mailto:ibartmch1@hughes.net">ibartmch1@hughes.net</a>	69 STAGECOACH CT LOCKHART TX 78644
102	1004021723	08/31/44	Thural Ann "Terry"	Henderson	(512) 227-1569	<a href="mailto:ibartmch1@hughes.net">ibartmch1@hughes.net</a>	69 STAGECOACH CT LOCKHART TX 78644
102	1208705317	06/17/74	Gina	Stone	(512) 363-3282	<a href="mailto:twinstar2@hotmail.com">twinstar2@hotmail.com</a>	373 FM 671 LOCKHART TX 78644
102	1023683723	07/29/63	Kim	Martinez	(512) 468-6586	<a href="mailto:nanyslamer@yahoo.com">nanyslamer@yahoo.com</a>	682 CLEARFORK RD LOCKHART TX 78644
103	1184243346	03/11/74	Angela	Caudillo	(512) 745-4595		1615 BLUE BELL CIRCLE LOCKHART TX 78644
103	1043294720	07/26/57	Ray	Chandler	(512) 517-1857	<a href="mailto:r.chandler2017@vahoo.com">r.chandler2017@vahoo.com</a>	518 Mockingbird Ln, Lockhart, TX 78644
103	1200965502	08/24/42	Pete	Donahoe, Jr	(830) 391-3701	<a href="mailto:pjdjr6091@gmail.com">pjdjr6091@gmail.com</a>	522 CARIBBEAN LOCKHART TX 78644
103	1031569481	12/18/63	Kurt	French	(512) 398-3104	<a href="mailto:kurt_french@yahoo.com">kurt_french@yahoo.com</a>	P O BOX 297 LOCKHART TX 78644
103	1007267847	08/25/43	Robert	Hahn	(512) 376-5017	<a href="mailto:bobhahn78703@yahoo.com">bobhahn78703@yahoo.com</a>	510 ST THOMAS ST LOCKHART TX 78644
103	1004051803	10/26/46	Linda	Hilburn	(512) 398-4026	<a href="mailto:bhilburn@austin.rr.com">bhilburn@austin.rr.com</a>	508 NIXON ST. LOCKHART TX 78644
103	1036866649	05/27/45	Mardell	Julson	(512) 398-7558		100 QUAIL CV LOCKHART TX 78644
103	1004020975	12/27/49	Carol	Martin	(512) 787-7225	<a href="mailto:mstacm@yahoo.com">mstacm@yahoo.com</a>	1008 W LIVE OAK ST LOCKHART TX 78644
103	1004033991	03/27/50	Stan	Martin	(512) 940-1156	<a href="mailto:stanley@dsm-mayhew.com">stanley@dsm-mayhew.com</a>	1008 W LIVE OAK ST LOCKHART TX 78644
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103	1018897864	01/09/40	Jane	Stephens	(361) 572-3384	(no email)	1121 MAPLE ST LOCKHART TX 78644
103	1011799465	10/08/70	Guinevere	Williams			509 Christopher Cv, Lockhart, TX 78644
104	1186021635	10/14/84	Rosario "Chayo"	Rodriguez	(512) 995-1098	<a href="mailto:jayrod2444@gmail.com">jayrod2444@gmail.com</a>	1425 SAINT JOHNS RD DALE TX 78616
104	1204060809	04/27/52	Javier	Saucedo	(361) 579-7628		2595 Borchert Loop, Lockhart, TX 78644
104	1065590543	01/03/48	Kathy	Sellers	(512) 398-6313	<a href="mailto:muletamer@ranchwireless.com">muletamer@ranchwireless.com</a>	2365 WESTWOOD RD LOCKHART TX 78644
104	1018240724	01/23/57	Garry	Dalton	(512) 560-5186		1855 BORCHERT LOOP LOCKHART TX 78644
104	1181314786	06/13/58	Debra	French	(512) 789-4812	<a href="mailto:dfrench@aol.com">dfrench@aol.com</a>	P.O. Box 780, Lockhart, TX 78644
108	1196098851	09/20/57	Teresa	Weeks	(409) 344-1767	<a href="mailto:gtmlimi1957@gmail.com">gtmlimi1957@gmail.com</a>	P.O.Box 1065, Lockhart TX 78644
110	1009479741	06/12/30	June	Day	(512) 799-3464	<a href="mailto:jdavtexas@att.net">jdavtexas@att.net</a>	1500 OAK KNOLL LN LOCKHART TX 78644
111	1003994033	12/04/37	Phyllis	Metcalf	(512) 376-2833	<a href="mailto:pametcalfe@yahoo.com">pametcalfe@yahoo.com</a>	P O BOX 297 LOCKHART TX 78644
111	1003956741	12/21/44	Nancy	Hess	(512) 398-3194	<a href="mailto:hess.nd@gmail.com">hess.nd@gmail.com</a>	1627 TWIN ISLAND DRIVE LOCKHART TX 78644-3805
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111	1006272036	01/23/59	Patrick	O'Connor	(512) 376-5115	<a href="mailto:jproconnor@gmail.com">jproconnor@gmail.com</a>	1615 SUNDOWN LOCKHART TX 78644
111	1003987743	07/03/56	Rhonda	Shaffer	(512) 376-0839	<a href="mailto:terry-shaffer@sbcglobal.net">terry-shaffer@sbcglobal.net</a>	1515 PARKVIEW LOCKHART TX 78644
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2018-2020 Contact Information for Republican Election Workers

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201	1009133650	10/14/49	Johnnie Lee	Spriggs	(512) 227-2341	<a href="mailto:johnnielee10@gmail.com">johnnielee10@gmail.com</a>	203 Memorial Dr, Luling, TX 78648
202	1003976321	01/27/47	Pat	Bassett	(512) 738-1765	<a href="mailto:agziemomma05@hotmail.com">agziemomma05@hotmail.com</a>	P O BOX 327 LULING TX 78648
202	1018235259	11/04/43	Fred	Buchholtz	(210) 745-1904	<a href="mailto:fred@doubledepth.com">fred@doubledepth.com</a>	811 S MAGNOLIA AVE LULING TX 78648
202	1004012210	01/15/44	Lance	Cameron	(830) 875-2820	<a href="mailto:lcameron3@austin.rr.com">lcameron3@austin.rr.com</a>	127 CLUB DRIVE LULING TX 78648
202	1004000515	03/09/49	John	Cochran	(830) 875-9311	<a href="mailto:ickc945@sbcglobal.net">ickc945@sbcglobal.net</a>	1010 COUNTRY OAKS DR LULING TX 78648
202	1012009014	05/08/52	Karen	Cochran	(830) 875-9311	<a href="mailto:ickc945@sbcglobal.net">ickc945@sbcglobal.net</a>	1010 COUNTRY OAKS DR LULING TX 78648
202	1078745862	10/04/50	Rick	Sailsbury	(972) 896-1806	<a href="mailto:rfsbf@yahoo.com">rfsbf@yahoo.com</a>	813 S Magnolia Dr, Luling, TX 78648
202	1038308786	08/16/48	Clara	Schwarzlose	(830) 875-6040	<a href="mailto:csch1948@yahoo.com">csch1948@yahoo.com</a>	800 E MILAM ST UNIT 83 LULING TX 78648
202	2000511774	11/13/62	David	Van Diver	(830) 875-2820	<a href="mailto:lcameron3@austin.rr.com">lcameron3@austin.rr.com</a>	127 CLUB DRIVE LULING TX 78648
203	1003973789	03/29/48	Susan	Blair	(512) 775-4020	<a href="mailto:sb9095@gmail.com">sb9095@gmail.com</a>	5210 TENNEY CREEK RD LULING TX 78648
203	1003994219	06/23/33	Lovey	Driskell	(830) 540-4585	<a href="mailto:lovey@rvtc.com">lovey@rvtc.com</a>	6291 FM 1386 HARWOOD TX 78632
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203	1003970033	11/04/56	Georgiann	Matthews	(830) 875-5121	<a href="mailto:georgiannmatthews@gmail.com">georgiannmatthews@gmail.com</a>	638 BIGGS ROAD LULING TX 78648
203	1030576013	09/11/47	Sharon	Pratka	(830) 857-5040	<a href="mailto:smpratka@gmail.com">smpratka@gmail.com</a>	705 WATTSVILLE RD LULING TX 78648
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203	1003959602	01/30/54	Rita	Moore	(512) 557-0130	<a href="mailto:moore.rg@att.net">moore.rg@att.net</a>	P.O. Box 824 LULING TX 78648
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204	1003961942	10/19/44	Rick	Johnson	(512) 517-0117	<a href="mailto:rickjohnson@sbcglobal.net">rickjohnson@sbcglobal.net</a>	P O BOX 718 LOCKHART TX 78644
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204	1140518746	08/13/58	Luz	Riley	(512) 764-2636	<a href="mailto:rilevaustin2403@sbcglobal.net">rilevaustin2403@sbcglobal.net</a>	471 GROUSE LN DALE TX 78616
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204	1139692832	03/27/51	Doug	White	(512) 398-3679		7845 FM 713, Dale, TX 78616
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205	1014177287	01/13/55	Cheryl Sue	Reininger			4291 S Highway 304, Rosanky, TX 78953-9054
206	1003984806	11/19/47	Connie	Iley	(512) 773-5046		P O BOX 409 LULING TX 78648



2018-2020 Contact Information for Republican Election Workers

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206	1013885264	05/24/44	Jimaree	Robertson	(281) 236-7023	<a href="mailto:bal9007@yahoo.com">bal9007@yahoo.com</a>	3107 FM 671 LULING TX 78648
206	1009064696	10/23/43	Olivia	Robertson	(512) 738-6661	<a href="mailto:oliveoil@ranchwireless.com">oliveoil@ranchwireless.com</a>	1128 PARR ST LULING TX 78648
206	1001161140	07/06/55	Hollyce	Taylor	(512)970-8985		3457 San Marcos Highway, Luling, TX 78648
206	1149185343	07/21/55	Terry	Taylor	(512)970-8985		3457 San Marcos Highway, Luling, TX 78648
206	1004053886	02/26/52	Hilda	Wilt	(512) 695-6447	<a href="mailto:hilw52@netscape.com">hilw52@netscape.com</a>	144 BUGTUSSLE LN LULING TX 78648
301	1017582690	01/07/67	Imelda	Bennett	(512) 745-2897	<a href="mailto:bennett.imelda2@gmail.com">bennett.imelda2@gmail.com</a>	856 EDWARD GARY STREET SAN MARCOS TX 78666
301	1004004497	08/05/51	Katherine	Glaze	(512) 557-1351	<a href="mailto:katherineglaze@gmail.com">katherineglaze@gmail.com</a>	403 NW RIVER RD MARTINDALE TX 78655
301	1107063095	06/10/52	Mike	Lee	(512) 375-0356	<a href="mailto:mikkol.lee61052@gmail.com">mikkol.lee61052@gmail.com</a>	130 William Evans Street, San Marcos, TX 78666
301	1004039151	10/13/47	Paula	Goynes	(512) 392-6171		444 PECAN PARK DR SAN MARCOS TX 78666
301	1010101591	12/15/58	Troy	Swift	(512) 212-0778	<a href="mailto:troy_swift@yahoo.com">troy_swift@yahoo.com</a>	2155 FM 1977 MARTINDALE TX 78655
302	1200554713	02/13/54	David	Aguilar	(616) 405-5441	<a href="mailto:dtmjiagu@gmail.com">dtmjiagu@gmail.com</a>	225 Hummingbird Way, Martindale, TX 78655
302	1000193350	02/21/45	Karon	Barton	(361) 550-1206	<a href="mailto:ksbarton@sbcglobal.net">ksbarton@sbcglobal.net</a>	P O BOX 235 MAXWELL TX 78656
302	1101708221	05/26/74	Jarrett	Cochran	(512) 557-5385	<a href="mailto:jcochran101@gmail.com">jcochran101@gmail.com</a>	396 THOMAS DR MARTINDALE TX 78655
302	1001034659	09/27/48	Robert	Purcell	(512) 787-3290	<a href="mailto:bobpu1948@yahoo.com">bobpu1948@yahoo.com</a>	315 LADY BUG LN MARTINDALE TX 78655
302	1003966162	05/23/54	Jane	Jessop			3163 FM 1966 MAXWELL TX 78656
302	1185287470	07/24/67	Robert	Granados	(701) 330-9444	<a href="mailto:granadosrob@hotmail.com">granadosrob@hotmail.com</a>	300 Granados Rd, Maxwell, TX 78656
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302	2134840520	01/11/99	Allison	Granados			300 Granados Rd, Maxwell, TX 78656
303	1187749956	02/08/65	Kristie	Brady	(512) 757-4136	<a href="mailto:kristiebrady@gmail.com">kristiebrady@gmail.com</a>	12500 CAMINO REAL BUDA TX 78640
303	1003949378	05/15/38	Bob	Duda	(512) 784-7746	<a href="mailto:bdudacmp@aol.com">bdudacmp@aol.com</a>	12500 CAMINO REAL KYLE TX 78640
303	1023683924	05/23/67	Dennis	Heideman	(512) 750-1630	<a href="mailto:dcheideman@gmail.com">dcheideman@gmail.com</a>	8075 FM 2001 LOCKHART TX 78644
303	1003996840	08/18/50	George	House	(512) 376-4180	<a href="mailto:gwhouse731@gmail.com">gwhouse731@gmail.com</a>	142 ELM CREEK RD LOCKHART TX 78644
303	1062427185	11/13/47	Norma	Salomon		<a href="mailto:isalomon@austin.rr.com">isalomon@austin.rr.com</a>	117 EVERETT DR KYLE TX 78640
306	1119995082	07/18/58	Kathy	Haigler	(281) 923-8015	<a href="mailto:gopkat@sbcglobal.net">gopkat@sbcglobal.net</a>	430 Skyline Rd, Dale, TX 78616-2463
400	1004305437	04/23/32	Harry	Kemp	(512) 398-5643	<a href="mailto:hkemp@yahoo.com">hkemp@yahoo.com</a>	1309 ASPEN LOCKHART TX 78644
402	1009276754	08/06/50	Jerry	Cooke	(512) 227-6145	<a href="mailto:dragonboatslave@hotmail.com">dragonboatslave@hotmail.com</a>	1201 BOIS D ARC LOCKHART TX 78644
402	1018727818	09/21/70	Laurie	Lay	(512) 587-6417	<a href="mailto:lavlaurie@yahoo.com">lavlaurie@yahoo.com</a>	918 N Blanco St, Lockhart, TX 78644-1707
402	1004050149	04/08/46	Karen	Olson	(512) 740-9694	<a href="mailto:kferenzolson@gmail.com">kferenzolson@gmail.com</a>	213 WINDRIDGE DR NORTH LOCKHART TX 78644
402	1038161050	08/05/53	Susana	Olson	(512) 738-9079	<a href="mailto:susana@village9omesaustin.com">susana@village9omesaustin.com</a>	406 N BLANCO LOCKHART TX 78644
405	1171498503	02/11/68	Lora	Allen	(512) 995-0085	<a href="mailto:mrplumber@aol.com">mrplumber@aol.com</a>	728 GREEN ACRE DRIVE DALE TX 78616
405	1004046982	08/09/44	Darlene	Salvatierra	(512) 620-1012	<a href="mailto:enelradfave@yahoo.com">enelradfave@yahoo.com</a>	728 GREEN ACRE DRIVE DALE TX 78616
405	1004002761	07/30/44	Mary Gail	Bartsch	(512) 789-3703	<a href="mailto:mgbk@ranchwireless.com">mgbk@ranchwireless.com</a>	5486 FM 672 DALE TX 78616
405	1004031316	03/27/51	Juanita	Perales	(512) 376-1526	<a href="mailto:tjperales14@gmail.com">tjperales14@gmail.com</a>	4901 BARTH RD LOCKHART TX 78644
412	1004019147	11/07/52	Ernestine	Tapia-Capello	(512) 376-8561	<a href="mailto:ernietc@rocketmail.com">ernietc@rocketmail.com</a>	116 N RIO GRANDE ST LOCKHART TX 78644

**15. Discussion/Action** to approve Budget Amendment #24 decreased budget line item 001-6610- 5310 / Machinery and Equipment in the amount of \$4,000 and increasing budget line item 001-6610-4510 / Repairs & Maintenance in the amount of \$4,000 netting a \$0 cost to Information Technology. **Cost: None; Speaker: Judge Schawe; Backup: 3.**

**16. Discussion/Action** regarding 2019 Sheriffs' and Constables' Fees. **Cost: None; Speaker: Judge Schawe / Carol Holcomb; Backup: 1.**



**17. Discussion/Action** regarding the .US Locality Domain Name Registration Agreement with NeuStar, Inc. related to the County website services administered through County Information Resources Agency and Texas Association of Counties. **Cost: TB Speaker: Judge Schawe; Backup: 12.**

July 31, 2018



Hon. Kenneth Schawe  
Caldwell County  
110 S Main St Rm 201  
Lockhart TX 78644-2701

Dear Judge Schawe,

We were informed just last week that the company hosting our CIRA provided websites and email, Texas Regional Host Master, was acquired by Nuestar, a company with whom we have not done business. We believe that the new company will be able to provide the service we and you expect. However, they are requiring every user to complete forms to transfer the service. Initially, they required this transfer by the end of August. We secured an extension until the first of October. If you miss this deadline, it is entirely possible that your website and email will simply stop working. It may still appear on your device, but it will not respond. We are very sorry for this inconvenience. It was a surprise to us, too.

Last week, an email was sent from the Texas Association of Counties County Information Resources Agency (TAC CIRA) regarding the re-delegation of ".tx.us" domains from Texas Regional Host Master to Neustar. Because Neustar is now the official registrar for these domains, they need updated contact information and a new agreement from all localities (counties) using a ".tx.us" domain.

An email was sent from Neustar on July 16, 2018 that details the change of domain registrar for the '.us' domains. If your county uses a "co.county.tx.us" domain, and you wish to retain ownership, your county must complete two separate forms: (1) the registrant agreement and (2) the domain name contact form.

There are two parts to the process:

**1. Registrant Agreement**

United States Top Level Domain (usTLD) Locality Registrant Agreement.

**A new agreement must be signed.** Send an email TODAY with the name and email address of an authorized representative for your county who is able to sign the Equi-sign eSignature platform to the following email address: [dotus@support.neustar](mailto:dotus@support.neustar)

If you prefer to sign a paper agreement please contact Neustar at (844) 677-2878 (press 1, then press 2 and then press 2).

**2. Domain Name Contact Form**

The first field, "List of Registered Name(s)" to create/update data, should reflect the domain that your county uses. For example, "co.coke.tx.us".

This form **must** include the county's contact information under "registrant" and "administrative" contact.

**These must be completed before October 1, 2018, to keep your domain active.**

There is no cost associated with the ownership of a ".tx.us" domain. The process of completing the agreement and domain name contact form is independent of your email or website services. If you currently obtain service for website or email through TAC CIRA, that process remains the same. The information and agreement needed by Neustar are strictly for their records, to maintain ownership by the county and to keep the domain active.

Please act as soon as possible and thank you for your valued partnership with us. If you need any assistance, don't hesitate to contact [TAC CIRA](#) by email at [support@cira.state.tx.us](mailto:support@cira.state.tx.us) or call (800) 456-5974.

Thank you,

A handwritten signature in cursive script, appearing to read "Gene Terry".

Gene Terry  
Executive Director

party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

### **.US Locality Space Registrant**

Signature:

Print Name:

Title:

Name of Company (if applicable):

Date:

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### **usTLD Administrator – NeuStar, Inc.**

Signature:

Print Name:

Title:

Date:

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## usTLD LOCALITY DOMAIN NAME CONTACT FORM

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at [dotus@support.neustar](mailto:dotus@support.neustar) for information and next steps to complete the process.

List of Registered Name(s) to create/update data:


Check here if the Registrant information should be used for all Contact data.

REGISTRANT:	ADMINISTRATIVE: (If different than Registrant)
Full Name:	Full Name:
Organization:	Organization:
Address 1:	Address 1:
Address 2:	Address 2:
City:	City:
State:	State:
Zip Code:	Zip Code:
Country: US	Country: US
Phone Number:	Phone Number:
Email:	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	BILLING: (If different than Registrant)
Full Name:	Full Name:
Organization:	Organization:
Address 1:	Address 1:
Address 2:	Address 2:
City:	City:
State:	State:
Zip Code:	Zip Code:
Country: US	Country: US
Phone Number:	Phone Number:
Email:	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21



<b>DOMAIN MANAGER: (If different than Registrant)</b>	<b>NAMESERVERS: (Two authoritative nameservers are mandatory)</b>
Full Name:	Hostname 1:
Organization:	IP Address 1:
Address 1:	Hostname 2:
Address 2:	IP Address 2:
City:	
State:	
Zip Code:	
Country: US	
Phone Number:	
Email:	
Nexus Code: P5, C21	

**\*\* Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.**

## **.US Locality Domain Name Registration Terms and Conditions**

1. **Introduction.** This .US Locality Domain Name Registration Terms and Conditions document (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("TLD") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "Term").
3. **Definitions.**
  - a. "Registered Name" refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.
  - b. "Registrant" refers to the holder of a domain name in the usTLD locality space.
  - c. "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.
  - d. "usTLD" means the .us country code top-level domain.
  - e. "usTLD Administrator" means NeuStar, Inc.
  - f. "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
4. **The Service.** usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.
5. **Transfers of Delegations.** Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.



6. **Termination.**
  - a. **Termination by Registrant.** Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.
  - b. **Termination by usTLD Administrator.** usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
    - i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
    - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
    - iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
    - iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: <http://www.about.us/policies/delegated-managers>.
  - c. **Effect of Termination.** Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.
7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.
8. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by the usTLD Administrator as listed at <http://www.about.us/policies>:
  - a. usTLD Dispute Resolution Policy and Rules
  - b. The usTLD Nexus Requirements
  - c. Nexus Dispute Policy and Rules)
  - d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at <https://tools.ietf.org/html/rfc1480> as supplemented by the rules and procedures on the official .US web site at <http://www.about.us> , which may be amended from time to time; and
  - e. Registration Review Policy .
9. **DOC/USTLD Administrator Requirements.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce

(“DoC”)-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information.** Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
11. **USTLD Administrator’s Disclosure Of Certain Information / WHOIS.** Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the “WHOIS Database,” currently located at <http://www.whois.us>. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
12. **Use of Data.** Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, “Data” means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
13. **Privacy.** Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>). This policy is available, as modified from time-to-time at [www.neustar.us](http://www.neustar.us).
14. **Exclusive Remedy.** REGISTRANT AGREES THAT USTLD ADMINISTRATOR’S ENTIRE LIABILITY, AND REGISTRANT’S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR’S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator’s control; (4) loss or liability resulting

from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations.** The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.
  
16. **Registry Disclaimer of Warranties.** REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.
  
17. **Indemnity.**
  - a. Registrant shall indemnify, defend and hold harmless usTLD Administrator. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- b. Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions.** Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.

19. **Agents.** Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights.** usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.
21. **Notices and Announcements.** Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.
22. **Severability.** Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
23. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
24. **Waiver.** No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other

**18. Discussion/Action** regarding the renewal of the Interlocal Contract for Geographic Information System Data with the Capital Area Emergency Communications District with Capital Area. **Cost: None; Speaker: Judge Schawe; Backup: 17.**





## Capital Area Emergency Communications District

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

[www.capcog.org](http://www.capcog.org)

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

July 20, 2018

The Honorable Ken Schawe  
Caldwell County  
110 S. Main St., Room 201  
Lockhart, TX 78644

RE: FY2019 Database/PSAP Interlocal

Dear Judge Schawe:

Please find the enclosed FY 2019 Database & PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

The Interlocal Contract is required to be approved by Commissioners Court.

I respectfully request you sign and return both originals to the address listed below by September 15, 2018. This will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. An executed original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

CAECD  
Attn: B.T. Saucedo  
6800 Burleson Rd., Bldg. 310, Ste. 165  
Austin, TX 78744

Should you have any questions, please feel free to contact me at (512) 916-6044 or [gobuch@capcog.org](mailto:gobuch@capcog.org).

Sincerely,

Gregg Obuch  
Director of Emergency Communications

## CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

### INTERLOCAL CONTRACT FOR GEOGRAPHIC INFORMATION SYSTEM DATA

#### Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Caldwell County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This Interlocal contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

#### Section 2. Goods and Services

- 2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:
  - A. Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped All and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County.
  - B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.
  - C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality assurance/quality control procedures through the 5<sup>th</sup> business day of the month, including any



coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7<sup>th</sup> business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9<sup>th</sup> business day of each month the GIS datasets will be updated.

- D. Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently.
- E. Track County commissioner’s court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner’s court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.
- F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.
- G. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.
- H. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.
- I. Resolve any discrepancies between GIS datasets as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.
- J. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion
- K. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.

**Section 3. Effective Date and Term of Contract**

- 3.1. This contract takes effect on October 1, 2018 and shall continue for a period of two years, unless terminated early under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

#### **Section 4. Contract Price and Payment Terms**

- 4.1. CAECD agrees to compensate County in the total amount of not to exceed \$40,000 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the City for the duties performed hereunder.
- 4.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).
- 4.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.
- 4.4. If County has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, County agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required.
  - A. If County does not refund the payment when required, CAECD may withhold all or part of the unpaid payment from County's future entitlement to payment under this or future Interlocal contracts between the parties for Next Generation 9-1-1 GIS data.
  - B. Before the 60-day payment period expires, County may appeal in writing to CAECD its determination that County refund the payment, explaining why it believes the determination is incorrect, or County may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.
  - C. The parties understand and agree that the appeal authorized by Section 4.4.B is the only mechanism for challenging CAECD's determination under Section 4.4 that County refund the payment. The early termination provisions of Section 10 and the dispute resolution process of Section 11 are not available to challenge CAECD's determination.

#### **Section 5. Performance Reports**

- 5.1. CAECD agrees each quarter to distribute electronically a performance report to the County GIS Coordinator.
- 5.2. County agrees to address errors identified in the performance reports.

**Section 6. Compliance with Applicable Law and Policy**

- 6.1. County agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

**Section 7. Independent Contractor, Assignment and Subcontracting**

- 7.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3. If CAECD consents to County's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

**Section 8. Records and Monitoring**

- 8.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.
- 8.2. Subject to the additional requirement of Section 8.3, County agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 6. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

- 8.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

### **Section 9. Nondiscrimination and Equal Opportunity**

- 9.1. County shall not exclude anyone or entity from participating in County's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

### **Section 10. Early Termination of Contract**

- 10.1. Except as provided in Section 4.4, if CAECD or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 11.
- 10.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination.
- 10.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract under Section 3 or under this Section 10 does not affect County's duty:
  - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Section 4.4; and
  - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

### **Section 11. Dispute Resolution**

- 11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between

themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

#### **Section 12. Notice to Parties**

- 12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
  - A. When it is delivered to the party personally;
  - B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or
  - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.

12.3. County's address is \_\_\_\_\_,  
Attention: \_\_\_\_\_.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1.

**Section 13. Miscellaneous**

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
- B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

13.2. This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

13.3. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State 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.

13.4. The following Attachments are part of this contract:

- A. CAECD Quarterly GIS/Database Manager Financial Report
- B. CAPCOG NG9-1-1 Transitional GIS Data Requirements

13.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

13.6. This contract is executed in duplicate originals.

CALDWELL COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director  
Date \_\_\_\_\_

Date of governing body approval: \_\_\_\_\_

### FY 2019 QUARTERLY GIS/DATABASE MANAGER FINANCIAL REPORT

**Capital Area Emergency Communications District**  
**Attn: B.T. Saucedo**  
**6800 Burleson Rd., Bldg. 310, Ste. 165**  
**Austin, TX 78744**

Name of County	Approved Budget	Period Covered by this Report	
Reporting Categories	Expenditures This Period	Prior Period Expense to Date	Total Expenditures to Date
5111 Salaries - Full Time			
5411 Office Supplies			
5415 Other Supplies			
5511 Postage & Delivery			
5521 Telecommunications			
5531 Office Space			
5532 Utilities			
5541 Equipment Maintenance			
5550 Sign Replacement			
5712 Mileage/Travel			
5732 Addressing Training			
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Certification:**

I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the Capital Area Emergency Communications District terms and provisions of the Interlocal Contract providing this reimbursement.

**Signed:**

**Date:**

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**Print Name:**





## Attachment B



# CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017)

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## 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1<sup>st</sup> business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5<sup>th</sup> business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L\_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9

- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

### 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST\_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

### 2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID CAPCOG will populate
RCL_UNIQID	M	TEXT	100	ID for each road segment - CAPCOG will populate
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	<b>B, FT, TF</b> for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

## 2.2 ROC Codes ('Street Type' Designation)

IH – Interstate

US – US highways

SH – State highways

FM – Farm to Market, Ranch Road, Ranch to Market

LS – City Street, County Road, Park Road, Recreational, Frontage Road

AC – Access Road, Crossover

PVT- Private Road

TR – Toll Road

RAMP- On-ramp, Off-ramp

DW - Driveways

### 2.3 Road Class Types

Primary

Secondary

Local (City, Neighborhood, or Rural Road)

Ramp

Service (usually along a limited access highway)

Vehicular Trail (4WD, snowmobiles)

Walkway (Pedestrian Trail, Boardwalk)

Alley

Private (service vehicles, logging, oil fields, ranches, etc.)

Parking Lot

Trail (Ski, Bike, Walking / Hiking Trail)

## 3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

### 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

### 3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate</i>
SITEUNQID	M	TEXT	100	Unique ID for each address site - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

#### 4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

##### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

#### 4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos.law@city.eoc.tx.us">sip:sos.law@city.eoc.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

\* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service



## 5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

### 5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

### 5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate</i>
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

**19. Discussion/Action** regarding the renewal of the Interlocal Contract for Public Answering Point Maintenance, Equipment and Training with the Capital Area Emergency Communications District. **Cost: None; Speaker: Judge Schawe; Backup: 10.**

# **Capital Area Emergency Communications District**

## **INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING**

### **Section 1. Parties and Purpose**

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. Caldwell County ("Public Agency") is a Texas County that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This Interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

### **Section 2. Rights and Duties of the Contracting Parties**

- 2.1 Public Agency agrees to:
  - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
  - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
  - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
  - D. Practice preventive maintenance for the PSAPs equipment;

- E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget;
- F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
- G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use;
- H. Request the use of training facilities by sending an email to [CMAC@capcog.org](mailto:CMAC@capcog.org) and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. In the event the use of the Regional Backup Communications Center (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC located at 6800 Burlison Road, Building 310, Suite 165;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Hold harmless CAECD from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim;
- L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
- (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
- (viii) the failure of any CAECD subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.

M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

## 2.2 CAECD agrees to:

- A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;

- B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CritiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and
- E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

### **Section 3. Contract Price and Payment Terms**

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed \$1,000 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, CAECD agrees to pay Public Agency \$1,000 for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3 If Public Agency has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, Public Agency agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
  - A. If Public Agency does not refund the payment when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid payment from Public Agency's future entitlement to reimbursement under this or future Interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
  - B. Before the 60-day payment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency refund the payment, explaining why it believes the determination is incorrect, or Public Agency may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

- C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

#### **Section 4. Effective Date and Term of Contract**

- 4.1 This contract takes effect October 1, 2018 and shall continue for a period of two years, unless sooner terminated under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

#### **Section 5. Performance Reports**

- 5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20<sup>th</sup> of each month. Records are to be kept for up to one year.

#### **Section 6. Compliance with Applicable Law and Policy**

- 6.1 Public Agency agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

#### **Section 7. Independent Contractor, Assignment and Subcontracting**

- 7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3 If CAECD consents to Public Agency's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Section 8. Records and Monitoring**

- 8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

- 8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4 CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.
- 8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

#### **Section 9. Nondiscrimination and Equal Opportunity**

- 9.1 Public Agency shall not exclude anyone or entity from participating in Public Agency's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

#### **Section 10. Early Termination of Contract**

- 10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days from the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, despite the breaching



party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 11.

- 10.2 If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this Interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of termination.
- 10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.
- 10.4 The termination of this contract either under Section 4 or under this Section 10 does not affect Public Agency's duty:
  - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 3.3; and
  - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

### **Section 11. Dispute Resolution**

- 11.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2 At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency and duration of the negotiations.
- 11.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

- 11.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6 A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.
- 11.7 Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

**Section 12. Notice to Parties**

- 12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
  - A. When it is delivered to the party personally;
  - B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or
  - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 12.3 Public Agency's address is \_\_\_\_\_, Attention: \_\_\_\_\_.
- 12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

**Section 13. Miscellaneous**

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
  - A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
  - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 13.2 This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 13.3 This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State 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.
- 13.4 The following Attachment is part of this contract:
  - A. Regional Backup Communications Center (RBUC) Access Control
- 13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.
- 13.6 This contract is executed in duplicate originals.

CALDWELL COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director  
Date \_\_\_\_\_

Date of governing body approval: \_\_\_\_\_

## ATTACHMENT A

### Access Control Policy Regional Backup Center

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#### Section 1. Applicability

- 1.1 This section applies to all Public Agencies using the Regional Backup Center (RBUC).
- 1.2 CAPCOG refers to the Capital Area Council of Governments.
- 1.3 CJIS is the Criminal Justice Information Services, and herein refers to the requirements of compliance with the FBI CJIS Security Policy.

#### Section 2. Access

##### 2.1 Keycards

- A. CAPCOG issued keycards are required for entry to the RBUC.
  - A valid Combined Transportation Emergency Communications Center (CTECC) keycard may also be used for entry to the RBUC.
- B. All individuals while in the RBUC must display keycards in plain view.
- C. CAPCOG keycards are the exclusive property of CAPCOG.
- D. No CAPCOG keycard shall be duplicated or altered.
- E. Individuals shall only use keycards assigned to them.
- F. No person shall allow the use of a keycard to give unescorted access to a person who does not have CJIS clearance to the RBUC.
- G. Any individual providing escorted access to a person is responsible for escorting the person the entire time in the RBUC and ensuring that they exit properly.
- H. Intentional misuse of a keycard may result in a disciplinary action report filed with the keycard holder's Public Agency.

##### 2.2 The CAPCOG Information Technology Division is responsible for:

- A. Maintaining and installing all card printing equipment, card blanks, readers and access control security technology.
- B. Issuing keycards by appointment to pre-authorized individuals Monday through Friday from 8:30 am to 4:00 pm.
  - Pre-authorized individuals can make appointments for keycards by emailing [rbucaccess@capcog.org](mailto:rbucaccess@capcog.org). Reply emails will provide details of the process to the individuals.

- CTECC Law Enforcement may send an email notice to [rbucaccess@capcog.org](mailto:rbucaccess@capcog.org) letting CAPCOG know a person has been cleared for CTECC and BUC access. The email must include the CTECC Access Card Number for each individual needing access.

2.3 The CAPCOG Emergency Communications Division Director or designated staff is responsible for the following:

- A. Maintaining PSAP rosters and other listings signed by authorized Public Agency representatives for issuance and use of all keycards.
- B. Determining the deactivation of keycards at any time with or without notice. The holder of a deactivated card shall promptly return it to their PSAP Manager or supervisor.

2.4 The Public Agency is responsible for the following:

- A. Gathering and returning all keycards to CAPCOG as soon as an employee terminates or there is no longer a need for the card.
- B. Immediately notifying CAPCOG using [rbucaccess@capcog.org](mailto:rbucaccess@capcog.org) in the event a keycard is misplaced, lost or stolen.
- C. Keycard holders must immediately notify their PSAP Manager or supervisor if a keycard is misplaced, lost or stolen. The Public Agency will be charged for a replacement card.
- D. Immediately notifying CAPCOG at [rbucaccess@capcog.org](mailto:rbucaccess@capcog.org) of any change in employment or CJIS status that will result in restricting or terminating any agency representative's access to the RBUC.
- E. PSAP Managers must sign and date the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training as of a specified date and a current, complete criminal history background check is on file with the Public Agency.
- F. For personnel requiring unescorted access to the Regional Backup Center a separate listing or letter may be submitted. The document must certify that everyone listed has completed CJIS Security Awareness Training as of a specified date and a current, complete criminal history background check is on file with the Public Agency. The document must be signed by an authorized official of the Public Agency and include an expiration date for the named employee's clearance and CJIS Security Awareness Training.

### **Section 3. Security**

3.1 Individuals whose positions require unescorted access into the RBUC or Data Center shall comply with the provisions of the CJIS security policy.

3.2 Individuals without CJIS clearance require escorted access to the RBUC. Instances of unescorted access will be reported to the Public Agency.

Adopted 09-13-2017

Revised 05-15-2018

**20. Discussion/Action** to consider making a donation to the Seton Hays Foundation Gala to benefit the areas of greatest need at Seton Medical Center Hays and Seton Edgar B. Davis Children's Care-A Van. Cost: **Cost: TBD; Speaker: Commissioner Moses / Megan Pumarejo; Backup: None.**

**21. Discussion/Action** regarding the renewal of the Service Contract for Seth Thomas Tower Clock in the courthouse. **Cost: \$1750.00 Speaker: Judge Schawe; Backup: 1.**



109 East San Antonio Street  
Lockhart, Texas 78644

July 27, 2016

Honorable Kenneth Schawe, County Judge

Caldwell County

Courthouse, Room 201

110 S. Main Street

Lockhart, TX 78644

The current Service Contract for maintenance of the Seth Thomas tower clock in the courthouse of Caldwell County has expired for 2017. Therefore, Galbraith's Clocks offers to renew the contract under the following terms:

1. Maintain the clock by regular cleaning and lubrication.
2. Make minor repairs as necessary.
3. Change the time in the fall and spring for Daylight Saving Time.

The fee for a new one-year contract is \$1,750.00.

If you have any questions, please do not hesitate to email or call us at 512-658-3583.

We look forward to continuing our service to the County.

Signed: Elton Gene Galbraith Date: July 27, 2018

Elton Gene Galbraith

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**23. Discussion/Action** to adopt the proposed amendments to the Caldwell County Development Ordinance. **Cost: None; Speaker: Commissioner Theriot; Backup: 78.**

# CALDWELL COUNTY DEVELOPMENT ORDINANCE

Adopted January 18, 2011

Amended

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## 1.0 AUTHORITY

This Development Ordinance constitutes the rules governing subdivision and platting of property and the permitting of site and subdivision construction within the unincorporated areas of Caldwell County. It is intended to promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated areas, these issues being hereby declared to be worthwhile public purposes and in the public interest. When in conflict with any previously enacted subdivision regulations for Caldwell County, these subdivision regulations shall control.

The ordinances and requirements described in this and the following chapters, articles and sections, shall constitute and be designated the "Caldwell County Development Ordinance" and may be so cited. [This Caldwell County Development Ordinance is also herein referred to as "these Regulations."](#) This ordinance regulates the development of property within the jurisdiction of Caldwell County, Texas under authority set forth in ~~the following~~-Texas statutes, [including but not limited to](#):

A) Texas Local Government Code

- Chapter 232 – County Regulation of Subdivisions;
- Chapter 242 – Authority of Municipality and County to [R](#)egulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction;
- Chapter 245 – Issuance of Local Permits

B) Texas Transportation Code

- Chapter 251 – General County Authority Relating to Roads and Bridges
- Chapter 252 – Systems of County Road Administration
- Chapter 253 – County Improvement of Subdivision Roads
- Chapter 254 – Drainage on Public Roads
- Chapter 255 – County Regulation of Sight Distances

C) This Development Ordinance has been approved by the Caldwell County Commissioners Court as a means of implementing County responsibilities described in the Texas [s](#)tatutes listed above and as required by other statutes applicable to counties. These responsibilities mandate that Caldwell County shall provide for the safety, health and welfare of the general public through its authority to:

- 1) Administer the orderly development of real property in accordance with the Texas Local Government Code and other applicable regulations;
- 2) Require that roadways and drainage facilities be arranged, designed, and built in a manner consistent with sound planning and engineering practices and established standards of construction;
- 3) Require that proposed development demonstrate the ability to provide adequate water and wastewater service and capacity;
- 4) Protect the County's natural resources in a manner compatible with sound development goals and practices;

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- 5) Protect the citizens of Caldwell County from an unreasonable tax burden resulting from substandard design and construction of public infrastructure or inadequate funding for maintenance of public facilities;
  - 6) Require that the owner of the tract to be subdivided execute good and sufficient construction and maintenance bonds or alternative fiscal surety;
  - 7) Require that lot and block monumentation be set by an RPLS before recordation of the plat; and
  - 8) Support the orderly and coordinated development of real property within the extra-territorial jurisdiction of local municipalities.

Section 3.0 of this ordinance (Subdivision Platting Procedures) addresses procedures for Preliminary Plat approval, Final Platting, and for plat cancellation and revisions. Section 4.0 (Construction Permit Procedures) provides guidelines for obtaining a subdivision or site construction permit including construction plans requirements and construction inspection. Technical design specifications are found in the Appendices.

## 1.1 COORDINATION WITH OTHER JURISDICTIONS

All authority specifically provided to Caldwell County, or agreed to between Caldwell County and other local, state and/or federal agencies, shall be applied to the fullest extent. Specific platting and permitting requirements are subject to interlocal agreements which may exist for governing the extraterritorial jurisdictions surrounding incorporated cities within Caldwell County. In the event no interlocal agreement exists, all development must be approved by both the municipality and Caldwell County with final approval to be granted by the County. To the extent that ordinances conflict, the more stringent provisions shall prevail.

In addition to compliance with the subdivision regulations of Caldwell County and with municipalities having extraterritorial jurisdiction, the development and use of real property in Caldwell County may be subject to regulation by other jurisdictions including the Texas Commission on Environmental Quality (TCEQ), the U.S. Corps of Engineers, FEMA, U.S. EPA, U.S. Fish and Wildlife-, and other County regulations.

## 1.2 ENFORCEMENT AND PENALTIES

~~A)~~ Section 232.005 of the Texas Local Government Code provides for the enforcement of State subdivision laws and portions of these regulations.

~~B)~~A) Under Section 232.005, a person commits an offense if that person knowingly or intentionally violates certain a-requirements of these regulations, including the Platting and Engineering Guidelines incorporated as appendices. That offense is a Class B Misdemeanor as defined by the Texas Local Government Code, as amended.

~~C)~~B) There exist many other required guidelines through additional State and Federal statutes and additional County regulations that constitute an offense in which penalty ranges include misdemeanors and felonies.

~~D)~~C) Under Texas law, a person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.

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~~E)D)~~ The Criminal District Attorney of Caldwell County, Texas, Attorney General, or other prosecuting attorney, shall have the power to enforce these Regulations, and any additional State and Federal statutes or additional County regulations that constitute an offense, by filing an action in a court of competent jurisdiction to:

- 1) enjoin the violation or threatened violation of any requirement established or adopted in these Regulations by the Caldwell County Commissioners Court;
- 2) recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by these Regulations;
- 3) pursue any remedy authorized by State or federal law, including the remedies contained in Sections 232.0048, 232.0049, and 232.005 of the Texas Local Government Code, as amended; and / or
- 4) prosecute criminal violations of these Regulations.

~~F)E)~~ No party shall file for record or have recorded in the official records of the County Clerk's office any plat of a subdivision or re-subdivision without first securing approval thereto by the Commissioners Court, in lawful, open session. Further, no party so subdividing or re-subdividing of any real estate shall use the subdivision's or re-subdivision's description in any deed of conveyance or contract of sale delivered to a purchaser unless and until said plat has been duly authorized as aforesaid and the plat has actually been filed for record with the Clerk of the County Court.

~~G)F)~~ All developers must comply with state and federal laws and regulations, and shall comply with Title VIII of the Civil Rights Act of 1968 (as amended), by not directly or indirectly discriminating on the basis of race, religion, sex, or national origin in lot marketing and advertising, the rendering of lot services, and requiring terms and conditions on lot sales and leases.

### 1.3 AUTHORITY OF THE COMMISSIONERS COURT

- A) The Commissioners Court may adopt rules of procedure to govern its actions taken under this ordinance. After public hearing, the Court may adopt rules that shall be consistent with the provisions of this ordinance and shall become effective upon being filed with the County Clerk.
- B) Decisions by the Commissioners Court concerning the specific interpretation of these regulations shall become a part of these regulations upon filing with the Office of the County Clerk.
- C) Disapproval of a plat by the Commissioners Court shall be deemed a refusal by the County concerning any responsibility for maintenance of any public infrastructure until the Court has entered an order accepting such improvements for maintenance.
- D) No County Employee shall enter a subdivision for the purpose of maintaining public infrastructure, unless and until such roads, utilities and drainage facilities have been installed as per approved plans, and such improvements have been accepted by the Commissioners Court.
- E) No person shall create a subdivision of land either by sale, or lease, or otherwise, within Caldwell County without complying with the provisions of these regulations, unless the Commissioners Court acknowledges that the division of land is exempt from platting as an "Exempted Subdivision."



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- F) In addition to any other remedy provided by law, the Commissioners Court shall have the right to enjoin any violation of these regulations by injunction issued by a court of competent jurisdiction.

## 2.0 DEFINITIONS

As used herein: "County" means Caldwell County, Texas; "Commissioners Court" means the Commissioners Court of Caldwell County, Texas; singular nouns and pronouns shall include the plural; and the masculine gender shall include the feminine gender where necessary for a correct meaning.

For the purpose of these Regulations, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section. All other words and terms shall have their usual force and meaning.

- ADT – Average Daily one-way Trips.
- Acceptance of Improvements – Upon successful completion of the performance period, the County will accept improvements designated for public maintenance into its roadway system.
- Alley — A right-of-way which is used only for secondary access to individual properties which have their primary access from an adjacent street or joint use access easement (JUAE) which has direct access to a public street.
- All-weather surface road — A street, road, or drive that is constructed with base material and has a hard surface to ensure access by ambulance, fire trucks, and other emergency vehicles under all weather conditions.
- Applicant — The owner, person or entity applying for any permit, approval, variance or waiver under this ordinance.
- Approval of Improvements - Upon successful completion of the construction of improvements as defined within this Ordinance, approval of those improvements will be acknowledged by the County and the performance period will begin.
- Bluff – Limited to a bluff with a vertical change in elevation in excess of 20 feet and an average gradient in excess of 33 percent.
- Building Line — A line beyond which buildings must be set back from the lot or property line.
- Chip Seal – A pavement surface treatment that combines layers of asphalt and fine aggregate. Also known as "two course surface treatment" or "asphaltic surface treatment".
- Collector Street — A street or road that collects traffic from other streets and serves as the most direct route to another collector, minor arterial, major arterial, or state highway.
- Commercial Site Construction – All construction, site grading, or addition of impervious cover on a parcel of land not otherwise exempted under this ordinance. The following are not considered commercial construction: single family residential; two-family (duplex); or three family (triplex) residential; garages, sheds, barns, swimming pools, gardens or other ancillary out-buildings associated with one to three family residences; conservation open space; barns or agriculture

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structures not intended for common use by the public; or improvements to increase the agricultural value of property being used for agricultural purposes with fewer than 50 average-daily trips per day.

- Commissioners Court — The Caldwell County Commissioners Court; also referred to as the Court.
- County Commissioner - The elected Commissioner of a precinct in Caldwell County in which a subdivision or development is located, or the County Commissioner's designated agent.
- County Engineer – The Professional Engineer (PE) appointed by the Commissioners Court to that position or the County's designated agent or engineer employed by the county.
- County Representative — The designated agent or employee of the County appointed to review, inspect, administer or implement provisions of this and / or other County ordinances.
- County Review Coordinator – The designated agent or employee of the County appointed to perform administrative reviews and receive submittals under this ordinance.
- County Road — Any public road or street in which the County has a public interest and has been [accepted for maintenance](#) by the County and is not within the incorporated limits of a city and is not a state highway.
- Designated 100-year Floodplain — Any area adjacent to a stream or water course which, on the average, has a one percent (1%) chance of being inundated by flood waters in any given year; also referred to as the floodplain or Special Flood Hazard Area (SFHA).
- Developer – Any owner, or authorized agent thereof, engaging in subdivision of property, except as specifically exempted under this ordinance. Also referred to as Subdivider or Applicant.
- Development — Subdivision of real property, construction of roads and drainage improvements within a subdivision, commercial site construction or construction to alter an existing regulated floodplain.
- Development Agreement – A legally binding agreement entered into by a private party or entity and the County which delineates the conditions for a particular development wherein various concessions to the technical requirements of Development Ordinance may be made in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the best interest of both parties.
- Driveway — An access facility from a street or road for the use by the owners or others.
- Engineer — A person who is licensed by the State of Texas as a professional engineer to practice engineering; also referred to as a Professional Engineer (PE).
- Excavating — The mechanical removal of earth material.
- Exempted Subdivision — Those subdivisions of land that are exempted from platting requirements as provided in Section 232.0015 of the Texas Local Government Code.
- Extra-Territorial Jurisdiction (ETJ) — Land located outside of a City's incorporated limits over which the City has jurisdiction under Chapter 42 of the Texas Local Government Code.

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- Fill — Any act by which earth, sand, gravel, rock or similarly approved material is deposited, placed, pushed, pulled or transported to a place other than the place from which it is excavated and the materials so placed.
  - Final Plat — A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and prepared in conformance with any conditions of preliminary approval previously granted by the Commissioners Court.
  - Fiscal Security — A bond or funds deposited to secure the construction and performance of improvements required to support the street and drainage requirements related to a subdivision plat or site plan.
  - Flag Lot — A lot which has street frontage via a slender strip of land conforming to the subdivision layout requirements of this ordinance.
  - Flood Damage Prevention Ordinance — The set of rules approved by the Commissioners Court for the purpose of minimizing public and/or private losses due to flood conditions.
  - Floodway — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
  - Improvements — Street and drainage construction as required by this Development Ordinance to support the functionality and safety of a proposed development.
  - Groundwater Conservation District — Any district or authority created under Chapter 35 of the Texas Water Code to regulate or manage groundwater.
  - HMAC — Hot Mix Asphaltic Concrete.
  - Industrial Street — A street or road intended primarily to serve traffic within an existing or proposed industrial development.
  - Inspector — Designee of the Commissioners Court charged with making applicable inspections under this ordinance.
  - Interlocal Agreement — Agreement between Caldwell County and a municipality drafted under the authority of House Bill 1445 defining the subdivision and construction permit review procedures and terms of the shared authority over land within the ETJ of the municipality.
  - Joint Use Access Easement (JUAE) — An agreement defining the terms and conditions related to the use of shared access driveways.
  - Lot — A single defined area of land, regardless of size, identified within a subdivision plat by a number.
  - Major Arterial — A major traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a principal connecting street with other county roads and state highways.
  - Manufactured Rental Home Community — A parcel of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease without a purchase option; for a term of less

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than sixty (60) months, for the installation of manufactured homes for use and occupancy as residences.

- Minor Arterial — A significant traffic artery, carrying high volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a connecting street with other county roads and state highways.
- Nonconforming Subdivision — A subdivision of land or a description of land for sale or resale that was platted or filed with the County Clerk prior to May 9, 1983 and which subdivision results in public access, but for which a plan or plat has not been authorized for recording or recorded by the Caldwell County Commissioners Court.
- Occupancy — To make use for residential, commercial, or industrial purposes.
- Onsite Sewage Facility (OSSF) – A wastewater system designed to treat and dispose of less than 5,000 gallons per day of effluent on the same property that produces the wastewater.
- Open Space – A land use which supports quality of life by limiting certain development or other activities on specific parcels. Natural open spaces include wooded areas, prairies, creeks and greenbelts which limit access. Limited development open spaces include parks, practice fields, detention facilities, floodways, non-structural agricultural uses (excludes large chicken barns, concentrated animal feeding operations, etc.), and similar uses with significant limits on impervious cover and vertical development. Open space specifically does not include golf courses.
- Organized Disposal System — Any public or private system for the collection, treatment and disposal of sewage operated in accordance with the terms and conditions of a permit from the Texas Water Development Board, Texas Commission on Environmental Quality, and the Texas Department of State Health Services.
- Original Tract of Land – A tract of land which existed in its current legal configuration prior to September 1, 1997.
- Parcel – A Lot or Tract of land
- Pavement — The road bearing surface layer, on a private or public road, consisting of concrete, asphalt concrete or two applications of asphalt material each covered with aggregate and generally designed for a twenty (20) year life expectancy.
- Performance Period – A two-year period which begins after County approval of the constructed improvements during which the improvements are evaluated for adequacy with respect to design and construction, and throughout which the Subdivider retains responsibility for maintenance. This period typically ends when either the County accepts the improvements for public maintenance or the Property Owners Association takes responsibility for private maintenance.
- Pre-application Conference — A meeting between the owner or his agent, the County Commissioner, and County staff (as deemed appropriate by the County Commissioner) to discuss a possible development or subdivision.
- Preliminary Plat — A map of a proposed subdivision illustrating the features of the development for review and preliminary approval by the Commissioners Court, but not suitable for recording in the County Records.

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- Private Street – A right-of-way or road designated for vehicular access to adjacent properties which has [been recognized by the County via plat approval or other formal acknowledgement by Commissioners Court and has](#) not been accepted by a public entity for maintenance.
  - Property Owners Association — A not-for-profit organization established for the purpose of owning and managing the common land or amenities of a property and whose documents have been accepted and/or approved by the County with membership in an association comprised of more than one property; also referred to as a Home Owners Association.
  - Public Street — A public right-of-way, however designated, dedicated, or acquired, which provides vehicular access to adjacent properties; also referred to as a county road, city street, or state highway.
  - QA/QC – Quality Assurance / Quality Control.
  - Private Gravel Roadway — A roadway that is designed for use by one hundred (100) or less vehicle trips per day determined by an engineering survey and approved by the County.
  - Registered Professional Land Surveyor (RPLS) — A person who is licensed to practice public surveying by the State of Texas; also referred to as a Professional Surveyor.
  - Revised Plat — An instrument used to revise or amend the division of land that has previously been approved as a Final Plat, by the Commissioners Court; also referred to as a revised subdivision.
  - Residential Structure – A structure that is manufactured or constructed to house a single family, two families (duplex) or three families (triplex).
  - Roadway — The vehicle travel surface, curbs, shoulders, drainageways, and other necessary items to transport persons, vehicles, or storm water generally located within a right-of-way.
  - Rural Subdivision — Any subdivision, including a phase of a Master Planned Subdivision that does not have any lots less than one (1) acre in area.
  - Shared Access Driveway — A driveway which provides access for at least two (2) lots but not more than four (4) lots through a “Joint Use Access Easement” filed with the County Clerk and is not intended to serve as a substitute for interior roads; also referred to as a Common Driveway.
  - Short Form Plat — A subdivision submitted for platting which meets specific conditions (Section 3.7) that may file for Final Plat for approval without necessitating prior approval of a Preliminary Plat and generally not requiring construction plans review.
  - Street Width — The shortest horizontal distance between the lines which delineate the right-of-way of the streets.
  - Stream Bank – The top of the natural slope above a stream where typical rain events deliver sheet flow from upstream areas and the local soils and vegetation have established conditions which resist extensive erosion.
  - Stubbed Out — A street terminated by a permanent or temporary turnaround sufficient for emergency vehicle use, ending adjacent to undeveloped property or acreage, and intended to be extended at such time as the adjacent undeveloped property or acreage is subdivided or developed.

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- Subdivider — Any owner or authorized agent thereof who is proposing to divide, or is currently dividing, land so as to constitute a subdivision according to the terms and provisions of these regulations; also referred to as developer; or applicant.
  - Subdivision — The division of any lot, tract, or parcel of land, within the unincorporated areas of Caldwell County, into two or more lots or sites for the purpose of public sale or building construction, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded. Subdivisions include those lots, tracts or parcels of land within Caldwell County which lie inside of an incorporated city or town's ETJ, and where regulatory authority is shared through an interlocal agreement.
  - TCEQ – Texas Commission on Environmental Quality.
  - TIA – Traffic Impact Assessment.
  - Tract — An undivided area of land described in the deed records by metes and bounds (written) and / or graphic description.
  - Urban Subdivision — Any subdivision, including a phase of a Master Planned Subdivision that does not have any lots less than one quarter (1/4) acres in area utilizing curb and gutter road section with underground storm sewers and served by a public water supply and a organized sewage collection system.
  - Watercourse — A natural or man-made channel through which stormwater flows.
  - Water District — Any district or authority created by authority of either Sections 52(b)(1) and (2), Article III, or Section 59, Article XVI, Texas Constitution, regardless of how created. This term includes but is not limited to a municipal utility district, a water control and improvement district, a water improvement district, a special utility district, and a fresh water supply district. The term does not include a groundwater conservation district regulated under Chapter 36 of the Texas Water Code.

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### 3.0 SUBDIVISION PLATTING PROCEDURES

#### 3.1 GENERAL

The owner of a tract of land that divides the tract in any manner other than those outlined as exempt in Section 3.3 below must have a plat of the subdivision prepared. The subdivision of a tract under this Section includes a subdivision of real property by any method of conveyance, including, but not limited to, a contract for deed, oral contract, contract of sale, fractional ownership division, or other type of executory contract, regardless of whether the subdivision is based on a metes and bounds description of lot boundaries. The Commissioners Court will not approve a Final Plat for subdivision of land unless it complies with all applicable requirements of the provisions of this Development Ordinance and other applicable rules and regulations. Nonconforming subdivisions shall comply with the requirements of the regulations in effect at the time of their approval or filing with the County Clerk.

#### 3.2 PRE-APPLICATION CONFERENCE

A pre-application conference is mandatory for all subdivisions. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed subdivision will occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide a sketch of the proposed subdivision showing general roadway patterns and lot configurations, drainageways, and existing utilities. The County Commissioner and staff will meet with the owner or agent and will review the layout for compliance with general subdivision requirements including compliance with the County's transportation plans and other planning initiatives. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

#### 3.3 EXCEPTIONS TO PLATTING REQUIREMENTS

Pursuant to Sections 232.010, 232.101, and 232.107 of the Texas Local Government Code, the Commissioners Court may allow conveyance of portions of one or more parcels by metes and bounds description without revising any associated plat, provided said conveyance does not violate, amend, remove, or attempt to violate, amend or remove, any covenants or restrictions.

##### 3.3.1 REQUIREMENTS FOR EXEMPTED SUBDIVISIONS

A) The County will not require a plat for:

- 1) family land grants wherein the property is divided into four or fewer lots and is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Local Government Code. This exemption requires the following:

a) all proposed parcels must have access to an existing public state roadway, County Road, or Private Street.

b) development on the property must comply with minimum required setbacks from water wells and septic systems, if applicable.

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b)c) a signed affidavit in a form acceptable to the County must be provided attesting to the familial relationship.

e)d) a restrictive covenant shall be recorded with the deed prohibiting a secondary sale or further subdivision of the property for a period of ~~five~~five-ten (5105) years without a requirement for compliance with this Development Ordinances.

NOTE: The Commissioners Court will consider hardship variances allowing for the removal of this restriction from the property prior to the ~~five~~five-ten year expiration on a case-by-case basis.

- 2) an Original Tract of Land (a tract of land which existed in its current deeded configuration prior to September 1, 1997);
- 3) a manufactured home rental community, as provided in Section 232.007(C) of the Texas Local Government Code, provided that such developments shall be subject to minimum infrastructure standards which have been established by the County, or are as specified in Section 4.5 and the appendices to this ordinance;
- 4) a judicial partition under a final judgment;
- 5) an acquisition by a governmental or other entity with powers of eminent domain by condemnation proceedings, dedication, or contract and conveyance in lieu of condemnation; or
- 6) a subdivision outside the incorporated limits of a municipality, or a municipality's ETJ, that does not lay out streets, roads (public or private), alleys, squares, parks, or other areas intended to be dedicated to the public use or for the use of purchasers or owners of lots fronting on or adjacent to those areas, provided that all of the divided land:
  - a) is to be used primarily for agricultural use as defined by Section 1-d, Article III, Texas Constitution, or for farm, ranch, wildlife management, or timber production use, as defined by Section 1-d, Article III, Texas Constitution;
  - b) consists of lots of more than 10 acres in area;
  - c) is sold to a veteran through the Veteran's Land Board program;
  - d) belongs to the state or any state agency, board, or commission or the permanent school fund or any other dedicated funds of the state; or
  - e) is transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.

~~B)7) A conveyance of property that results in an adjustment or change in in boundaries between two adjacent unplatted tracts, provided the number fo tracts, number of owners, and total area of the tracts affected remains unchanged after the conveyance, and provided each tract consist of more than one (1) acre in area after the conveyance.~~

B)7) The lots are sold to adjoining landowners and the owner does not lay out part of the tract described by Section 232.001(a)(3).

8) one new part is to be retained by the owner, and the other newpart is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of this chapter.

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- B) If a proposed division of land meets one of the criteria for an exception to the requirement of platting, at the request of the owner(s) of the land, the County Engineer will issue a letter to the Owner(s) acknowledging the exception in order to facilitate the issuance of permits and approvals by the County or other jurisdictions that are required for the development of or construction of improvements on the land. Prior to issuing the letter, the County Engineer may require certification or documentation that the criteria for the exception are satisfied. If the County Engineer feels that an Exemption Letter is not justified, then the exemption matter shall be sent to the Commissioners Court for determination.
- C) Even if a particular division of land is not subject to the requirement of platting, aspects of the development and sale of the land will be subject to the following:
- 1) The applicable portions of the County's current ordinances and development permit procedures including but not limited to rules for driveway permits, OSSF, floodplain hazard management, and 9-1-1 addressing.
  - 2) All tracts must have fifty (50) feet frontage on a state roadway, County Road, or Private Street.~~public or private roadway approved by Caldwell county, except in the case of a family land grant, which is controlled by Section 3-3-1(A)(1)(a) above.~~
  - 3) Restrictive Covenants imposed on the land if imposed by the Owners.

### 3.4 PRELIMINARY PLAT REQUIREMENTS

- A) A Preliminary Plat must be submitted as part of an application for approval of a Final Plat for any multi-lot or phased subdivision and for any subdivision proposing new streets. Approval of the Preliminary Plat is a necessary precedent to approval of the Final Plat.
- B) An application for approval of a Preliminary Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Preliminary Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.
- C) The application for approval of a Preliminary Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. ~~If the application is complete, the County will notify the Owner and the County's technical review process will begin.~~ If the application is incomplete, the County will notify the Owner within ten (10) business days regarding information or documents that are lacking. If the application is complete, the County will notify the Owner and the County's technical review process will begin. ~~Upon acceptance by the County that the application is complete, the County will review the application for compliance with these Standards.~~ An incomplete application for a Preliminary Plat shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within ~~sixty-fourty-five (4560)~~ sixty-fourty-five (4560) calendar days after the County has notified the Owner of the missing documents or information.
- D) An administratively complete application for a Preliminary Plat will be reviewed by the County Engineer for technical and/or regulatory ~~non~~-compliance. If the Preliminary Plat is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) calendar days for subsequent submittals. Applicants are expected to respond to comments within fourteen (14) calendar days or provide notice to the County why they are unable to respond promptly

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and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within forty-five (45) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may be submitted concurrently if prior approval is obtained from the County Commissioner.

E) ~~Prior to the hearing for approval of a Preliminary Plat at Commissioners Court, notice shall be sent to the local Emergency Services District, to the Fire Marshal, and to the owners of land as shown on the Caldwell County Appraisal District roles located within 1,000 feet of the proposed subdivision. The applicant shall prepare a notification letter, site location map, a plan of the project describing the land use and size of the project, and the mailing list in an electronic format suitable for mail merge use. Upon approval of the notification materials and mailing list, the County will send out notification postmarked no later than 21 days prior to the date of the hearing at Commissioners Court. At least 24-fourteen (14) calendar days prior to the hearing at approval of a Preliminary Plat by Commissioners Court, the applicant shall also post a sign visible from the nearest major roadway(s) adjacent to the project notifying the public of a pending application for subdivision. The format for the sign shall be as specified by Caldwell County. Caldwell County will furnish the sign(s), subject to a refundable deposit. If the sign(s) is returned in good and reusable condition within seven (7) days of approval of the Preliminary Plat, the Applicants sign deposit will be refunded.~~

~~F) If a Preliminary Plat application is accepted and technical submittals are approved by the County Engineer and if public notice has been made as required above, a hearing for consideration of the Preliminary Plat will be set on the Commissioners Court agenda at least 10 days prior to the scheduled meeting date.~~

G) ~~F)~~ The County Commissioners Court will approve or disapprove a Preliminary Plat application and notify the Owner of the result within sixty (60) calendar days after receiving an application determined by the County to be administratively and technically complete. The Commissioners Court, at its sole discretion, may unilaterally may extend the sixty (60) day period for final action if agreed to requested in writing by the Owner and approved by the Court. If the application is disapproved, the County will provide a written list of the reasons for disapproval.

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### 3.4.1 INFORMATION PROVIDED WITH THE PRELIMINARY PLAT

A) Preliminary Plats for tracts of less than 100 acres shall be drawn at a scale of 1"=100'. Preliminary Plats for tracts greater than 100 acres may be drawn at a scale of 1"=200' with approval from the County Engineer. For Preliminary Plats the minimum acceptable sheet size is 18" x 24"; the maximum acceptable size is 24" x 36". Preliminary Plat submittals shall contain the following information:

- 1) The date of submittal or the date of last revision, scale and north arrow, and a location map oriented with north to the top of the drawing.
- 2) The name, address, and phone number of the Owner, the primary contact person, the Engineer, and the Surveyor; in place of the seal and signature of the Engineer and / or Surveyor the Preliminary Plat shall include the following note: "Preliminary. This document shall not be recorded for any purposes."
- 3) A unique subdivision name. The official name of the subdivision shall not begin with the words "A", "An", "The", or "Replat of".

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- 4) The location of existing property boundary lines.
  - 5) The width and location of platted streets and/or alleys within or adjacent to the property.
  - 6) The location of City Limits and Extra-Territorial Jurisdiction (ETJ) boundaries for incorporated areas.
  - 7) The location of existing utilities within the subdivision boundary.
  - 8) The total acreage, number of lots, size of individual lots, and sequential and logical identification of lots by lot and block number.
  - 9) Identification of proposed land uses other than single family residential.
  - 10) The names, locations, width, and dimensions (to nearest foot) of proposed streets, roads, lots, alleys, drainage easements, public utility easements, parks, and other lots provided for public use.
  - 11) Adjacent property boundaries and owner's names, including deed references to unsubdivided tracts as available from current tax records, and lot, block, and recording information for adjacent recorded subdivisions.
  - 12) Indication of the proposed public or private nature of the streets shall be indicated. If private streets are proposed, the streets must be labeled "Private Street, Drainage and Public Utility Easement" and must be described and platted by lot and block.
  - 13) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- B) Preliminary Plat applications shall be accompanied by the Preliminary Engineering Plan showing the general arrangement of infrastructure and drainage. The maximum acceptable sheet size for Preliminary Engineering Plans is 24" x 36". Preliminary Engineering Plan submittals shall contain the following information:
- 1) Topographic contour lines at one (1') foot or two (2') foot intervals with sufficient accuracy to permit the planning of drainage, streets, and other proposed improvements. Contour lines at greater intervals in steep areas will be acceptable subject to approval by the County Engineer. Datum and data sources must be noted on the plan.
  - 2) A drainage plan drawn at a scale with no less definition than provided in the Preliminary Engineering Plan and including stormwater channel alignments with drainage structures, drainage easements with course and distance of centerlines and boundaries, lot lines, street layout, proposed inlets, culverts, roadside ditches, channel sections and sideslopes, bridges, channel improvements, levees or berms, and fill areas. The limits of the 100-year floodplain shall be depicted including the width of overflow and backwater at roadways.
  - 3) If the subdivision intends to utilize a water distribution, wastewater collection or recycled water system, plans shall be included indicating the typical assignment and trench details, preliminary pipe sizes and alignments, any lift stations / pump stations / etc, and any connection points to adjacent properties or existing roadways.
- C) Preliminary Plat applications shall be accompanied by an Engineering Summary Report. The summary report shall be signed and sealed by the Professional Engineer responsible for the Preliminary Engineering Plan and shall address the following:
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- 1) Proposed drainage systems including an engineering drainage report to support all drainage designs with complete computations provided in an orderly manner and clearly stated assumptions and design basis.
  - 2) If any revision to a FEMA Flood Insurance Study is required, a detailed discussion of the character the changes to the floodplain.
  - 3) Specification of Groundwater Districts with jurisdictional authority and a discussion of applicable rules and constraints associated with protection of local groundwaters.
  - 4) If proposed streets are to be privately owned, specification of the proposed means for collecting dues from associated property owners; or for providing property tax assessments sufficient to support annual maintenance costs and to support a sinking fund for long term street rehabilitation.
  - 5) If individual, private, onsite wastewater disposal facilities are to be used, preliminary written approval for use of these systems must be provided from the regulatory agencies in Caldwell County responsible for review of onsite waste disposal facilities.
  - 6) If water and/or wastewater services are to be provided by a municipality, corporation, or district, confirmation from the municipality, corporation, or district by certified letter or affidavit of a willingness to serve the proposed development including assurance that sufficient water and/or wastewater capacity is available.

#### 3.4.2 PREVIOUSLY APPROVED PRELIMINARY PLAT

When a Preliminary Plat is submitted for property covered all or in part by a previously approved and still valid Preliminary Plat, the later Preliminary Plat shall include all property covered by the previously approved Preliminary Plat which has not been Final Platted. The approval of such later Preliminary Plat shall supersede and render void the previous Preliminary Plat approval; however, the Court may allow the later Preliminary Plat to cover less than all of the property covered by the previously approved Preliminary Plat if the Court finds that the later Preliminary Plat does not substantially impair the orderly planning of roads, utilities, drainage and other public facilities.

#### 3.4.3 EXPIRATION OF APPROVED PRELIMINARY PLAT

Commissioners Court approval of a Preliminary Plat shall expire ~~twelve (12)~~ twenty (24) years after the date of approval unless a Final Plat is submitted for all or part of the area covered by the Preliminary Plat. The Commissioners Court may grant six-month extensions for a total of up to ~~one (1)~~ two (2) additional years for submittal of a Final Plat, provided the subdivider requests such extension in writing showing good cause and does so at least thirty (30) days prior to the expiration date. Granting of an extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations, or other items as the Court may deem appropriate, as a condition of the extension.

### 3.5 PROCEDURES FOR PHASED SUBDIVISIONS

- A) If less than the entire Original Tract is being subdivided and platted, the County will require the Owner to enter into a Phasing Agreement with the County to provide for the orderly administration of the subdivision process and the subsequent platting of the balance of the tract. The Phasing Agreement must be approved by the Commissioners Court concurrently with approval of the first Preliminary Plat.

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- B) When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage, flood detention and access.
- C) When a subdivision is to be platted as a phased and related development, a Master Development Plan shall be submitted with the Preliminary Plat of the first portion to be subdivided. The Master Development Plan is considered a non-binding planning tool and a source of planning information for the County. It shall include the following information:
- 1) The boundaries of the entire development with the locations of adjacent platted subdivisions and adjoining unplatted property including the names of the record owners of each tract.
  - 2) The proposed phasing plan including the boundaries of each individual phase and the proposed sequential order for platting.
  - 3) The location, width and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development.
  - 4) The layout and width of proposed arterials, thoroughfares and collector streets, and the general configuration of proposed streets and alleys.
  - 5) The general arrangement and designations of land uses with specification of any sites designated for special use (e.g., for parks, open space, detention, or other public facilities).
  - 6) The approximate location of the boundary of the existing and proposed 100-year floodplain and the location and width of drainage easements, channels, creeks and water courses within the development.
  - 7) The location of proposed drainage courses and of any necessary offsite drainage improvements.

### 3.6 FINAL PLAT REQUIREMENTS AND PROCEDURES

- A) The Final Plat is a legal document defining the physical configuration and rules governing development and operation of a Subdivision. The Final Plat shall be approved and recorded prior to the sale of any subdivision lots, or commencement of any construction activities on the proposed lots created by the plat. The Final Plat may not be approved prior to approval of the Preliminary Plat but may be filed concurrently with the Preliminary Plat subject to approval by the County Engineer and the County Commissioner.
- B) The Final Plat shall be submitted concurrently with the construction plans. The Final Plat shall not be recorded prior to a) construction of the required public improvements in a manner sufficient to satisfy County infrastructure design requirements; or b) posting with the County of fiscal security for the construction of public improvements as specified in this ordinance.

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### 3.6.1 INFORMATION TO BE PROVIDED WITH THE FINAL PLAT

Following approval of the Preliminary Plat, the Final Plat shall be submitted to the County for final review. The subdivision name must be prominently displayed on each sheet. Information to be provided with the Final Plat shall include the following information:

- A) The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.
- B) The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.
- C) Streets names, street boundaries, lot boundaries, and an alphanumeric designation and description for lots (including open spaces) in accordance with a systematic arrangement for identifying lot parcels. Lot and block numbers must be systematically and sequentially arranged. All proposed streets must be named and the names approved in writing by the appropriate regulatory agencies.
- D) All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.
- E) Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.
- F) The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.
- G) One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain.
- H) Identification of proposed and permitted land uses other than single family residential.
- I) The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original

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survey of which the subdivision is a part and survey ties across existing street rights-of-way to verify right-of-way widths.

H) For any lot shown on a subdivision Final Plat containing, or within three hundred (300') feet of, a floodplain, a note on the plat requiring that the lowest finished floor of any habitable structure built on that lot shall be at least two (2') feet above the "100-year flood" level as determined by a Professional Engineer or as shown on FEMA FIRM maps. Any structure built within this zone shall have an elevation certificate prepared by a Professional Engineer or an RPLS.

### 3.6.2 CERTIFICATIONS AND ACKNOWLEDGEMENTS TO BE PROVIDED WITH FINAL PLAT

The following certifications and acknowledgements shall appear on the Final Plat:

- A) A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).
- B) Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.
- C) Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.
- D) For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.
- E) Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.
- F) Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.
- G) Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.
- H) For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the

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Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.

- I) For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards."
- J) A statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."
- K) A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."
- L) If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.
- M) Reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.
- N) If lots will be served by OSSF, a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

### 3.6.3 ADDITIONAL ITEMS TO BE SUBMITTED WITH THE FINAL PLAT

The following additional items shall be provided to the County with the Final Plat:

- A) Detailed and complete construction plans for all proposed subdivision improvements including but not limited to streets, drainage, and water and wastewater utility system improvements. These documents shall bear the seal and signature of a Professional Engineer licensed to practice in the State of Texas.
- B) If water and/or wastewater service is to be provided by a private water supply and/or wastewater collection and disposal entity authorized by the appropriate state regulatory body(ies), the applicant shall submit copies of all pertinent authorization documents including copies of construction plans and specifications



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reviewed and approved by the regulatory entity(ies). This documentation shall include plans for continuous operation and maintenance of the proposed system(s).

- C) If water and/or wastewater services are to be provided by a municipality, public corporation or district established under Texas law, a written statement from the authorized officials of the municipality, corporation, or district to the effect that sufficient water and/or wastewater capacity is available for lots in the development and that satisfactory fiscal arrangements have been made with the municipality, corporation, or district for construction of the facilities in the subdivision by the Subdivider or that the necessary facilities will be constructed by the municipality, corporation, or district as development progresses.
- D) If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines.
- E) If wastewater is to be provided by an onsite sewage facility (OSSF), copies of feasibility reports prepared in accordance with Title 30 of the Texas Administrative Code Chapter 285, TCEQ and other Caldwell County regulations pertaining to OSSF.
- F) Fiscal security in accordance with Section 3.8.
- G) Certified documents from all utility and/or service companies who may serve the subdivision (water, wastewater, electric power, telephone, gas, etc.) confirming intent to serve and the type, availability and capacity of the service available to the subdivision.
- H) A draft of any proposed legal restrictions and covenants to be imposed on the subdivision.
- I) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- J) Survey closure information for the tract boundary, rights-of-way, blocks, and lots.
- K) Subdivisions developed with private streets, parks, open space or other shared common amenities shall have a mandatory property / home owners' association or be part of an Improvement District (such as a Municipal Utility District, Road District or Public Improvement District) which includes all property and lots served by the private streets, parks, opens space and / or shared amenities. The association or district shall own and be responsible for the maintenance of private streets and appurtenances. The association or district shall provide a plan demonstrating financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. The association or district shall have a dedicated "sinking fund" and associated anticipated schedule for major renovations / rehabilitation of the shared facilities. The by-laws or incorporation documents of the entity shall include the requirement to annually submit copies to the County Review Coordinator of its financials, including income statement and balance sheet and other information as may be necessary to demonstrate financial responsibility for ongoing maintenance of the shared facilities. For subdivisions with private roads, the applicant shall provide "seed" money to the entity in its sinking fund for road maintenance of at least 5% of the cost of the street construction cost. The applicable association or district documents shall be reviewed and approved by the County Engineer and the County's Attorney to ensure that they conform to these and other applicable County rules and regulations. The documents shall be filed of record at the County prior to final plat approval in order to ensure that there is an entity in place for long-term

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maintenance of private streets and appurtenances. The association or district may not be dissolved without the prior written consent of the County. No portion of these documents pertaining to the maintenance of private streets and alleys, and assessments therefore, may be amended without the written consent of the County. The County will not assist in enforcing deed restrictions nor collecting of dues, assessments or taxes.

#### 3.6.4 SUBMITTAL PROCEDURES FOR FINAL PLAT

A) An application for approval of a Final Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Final Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.

B) The application for approval of a Final Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. If the application is incomplete, the County will notify the Owner within ten (10) business days regarding information or documents that are lacking. If the application is complete, the County will notify the Owner and the County's technical review process will begin. An incomplete application for a Final Plat shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within forty-five (45) calendar days after the County has notified the Owner of the missing documents or information.

C) An administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) calendar days for subsequent submittals. Applicants are expected to respond to comments within fourteen (14) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within forty-five (45) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may be submitted concurrently if prior approval is obtained from the County Commissioner.

D) At least fourteen (14) calendar days prior to the approval of a Final Plat by Commissioners Court, the applicant shall also post a sign visible from the nearest major roadway(s) adjacent to the project notifying the public of a pending application for subdivision. The applicant shall provide the sign in the format specified by the County. ~~Caldwell County will furnish the sign(s), subject to a refundable deposit. If the sign(s) is returned in good and reusable condition within seven (7) days of approval of the Final Plat, the Applicants sign deposit will be refunded.~~

~~B) The application for approval of a Final Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. If the application is complete, the County will notify the Owner and the County's technical review process will begin. If the application is incomplete, the County will notify the Owner within ten (10) business days regarding information or documents that are lacking. Upon acceptance by the County that the application is complete, the County will review the~~

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~~application for compliance with these Standards. An incomplete application for a Final Plat shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within sixty (60) days after the County has notified the Owner of the missing documents or information.~~

~~C) An administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory non-compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) days for subsequent submittals. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion.~~

~~D) Prior to the hearing for approval of a Final Plat at Commissioners Court, notice shall be sent to the local Emergency Services District, to the Fire Marshal, and to the owners of land as shown on the Caldwell County Appraisal District roles located within 1,000 feet of the proposed subdivision. The applicant shall prepare a notification letter, site location map, a plan of the project describing the land use and size of the project, and the mailing list in an electronic format suitable for mail merge use. Upon approval of the notification materials and mailing list by the County Review Coordinator, the County will send out notification postmarked no later than 21 days prior to the date of the hearing at Commissioners Court. At least 21 days prior to the hearing at Commissioners Court, the applicant shall also post a sign visible from the nearest major roadway(e) adjacent to the project notifying the public of a pending application for subdivision.~~

~~E) If Final Plat application is accepted and technical submittals are approved by the County Engineer and public notice has been made as required above, a hearing for consideration of the Final Plat will be set on the Commissioners Court agenda at least 10 days prior to the scheduled meeting date.~~

~~F) E) The County Commissioners Court will approve or disapprove a Final Plat application and notify the Owner of the result within sixty (60) days after receiving an application determined by the County to be administratively and technically complete. The Commissioners Court at its sole discretion ~~may unilaterally~~ may extend the sixty (60) day period for final action if agreed to requested in writing by the Owner and approved by the Court. If the application is disapproved, the County will provide a written list of the reasons for disapproval.~~

~~G) F) If the Final Plat application contains property currently within an existing recorded subdivision, see Sections 3.10 through 3.11 for cancellation and revision of plat procedures. A Final Plat must incorporate all the provisions of any Preliminary Plat for the property that has previously received approval from the Commissioners Court. If changes are necessary, the approved Preliminary Plat must be revised, unless the entire tract is being final platted.~~

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### 3.6.5 EXPIRATION OF APPROVED FINAL PLAT

Commissioners Court approval of a Final Plat shall expire two (2) years after the date of approval if the Final Plat is not recorded. Upon written request from the subdivider showing good cause at least thirty (30) days prior to the Final Plat approval expiration, the Commissioners Court, at its sole discretion, may grant an extension. Extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations or other items as the Court may deem appropriate as a condition of the extension.

### 3.7 SHORT FORM PLATS

- A) A Short Form Plat is a Final Plat that:
- 1) Consists of four (4) or fewer lots;
  - 2) does not require the dedication of new streets; and
  - 3) does not require detention facilities OR requires detention facilities but the detention facilities are appropriate to be constructed at the time of subsequent commercial site development. In this case, a plat note shall be included stipulating that detention will be provided at the time of site development in accordance with the applicable ordinances in effect at the time of development.
- B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.
- C) Each lot must abut a state roadway, County Road, or Private Street or Road~~public or private roadway approved by Caldwell County~~ of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.
- D) A Preliminary Plat is not required for a Short Form Plat.
- E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of these regulations for cancellation and revision procedures.
- F) Refer to Section 3.6 for Plat Requirements. Exception: The notice requirements under 3.6.4(D) for Short Form Plats are five (5) calendar days.

### 3.8 FISCAL SECURITY FOR SUBDIVISION IMPROVEMENTS

- A) Fiscal Security is a financial commitment provided to the County to ensure that the infrastructure required to support the associated subdivision will be constructed. In approving the creation of new lots, the County will require that appropriate fiscal be posted prior to recordation of the plat unless the applicant elects to have the plat held in abeyance and to construct the improvement prior to recordation. This portion of the Code is framed recognizing that the County considers the standard form for fiscal security for the construction and performance period to be a surety bond. Alternate forms of security may be accepted by

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the County as long as the financial instrument and associated security agreement satisfy the above requirements.

- B) Construction Security – In order to assure that the streets, alleys, drainageways and other public improvements are constructed in a timely manner and in accordance with civil design specifications, the owner of the subdivision shall file a Construction Bond, executed by a Surety Company authorized to do business in the State of Texas, and made payable to the County Judge of Caldwell County, Texas in the amount of one hundred and ten percent (110%) of the cost of construction.
- C) Performance Period Security – In order to guarantee that streets, alleys, drainageways and other public improvements were properly constructed and have been maintained in good condition for two (2) years following completion of construction activities, the owner/developer shall file a Maintenance Bond executed by a Surety Company authorized to do business in Texas, and made payable to the County Judge of Caldwell County, Texas in an amount no less than ten percent (10%) of the construction cost of the improvements.
- D) Fiscal security for construction must be filed with the County prior to approval of a subdivision plat for recording, or prior to the commencement of construction, and must be maintained throughout the time of the construction of the Improvements if no Security is in place at that time. Fiscal security for the performance period must be filed with the County prior to commencement of the performance period and shall be maintained throughout the performance period. If any form of fiscal security is scheduled to expire prior to the end of the activity it secures, the County will take any action required to get the fiscal extended by the Owner or the County will collect the funds from the Surety per 3.8.4 and hold them in trust until the activity being secured is completed. If the Security for a recorded Subdivision should expire before construction of the Improvements has been completed, it shall be re-posted by the party responsible for the construction of such Improvements before construction continues.
- E) Construction and maintenance bonds shall provide that, should these bonds be unenforceable as a statutory bond, the obligees shall be bound by their contract as a common law obligation.
- F) In approving a Final Plat, the Court may order that the plat be held in abeyance and not filed or recorded until the Owner has:
- submitted construction security or completed construction of the required improvements and provided a Maintenance Bond for the performance period; and
  - provided proof that the Final Plat has been approved by any other governmental entity with platting or other jurisdictional authority; and
  - met any other prerequisites set by the Court.
- G) Upon approval by the Court and determination that any prerequisites for filing have all been met, the Final Plat will be filed of record in the Plat Records of Caldwell County, along with any applicable covenants and/or restrictions, at the Owner's expense. If it is determined that any prerequisites for filing have not been met or if any other governmental entity with jurisdictional authority requires changes to the plat as it was previously approved by the Court, the court may reconsider the application and approve modifications, or the Court may withdraw its previous approval.

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### 3.8.1 CONSTRUCTION BONDS

- A) The amount of the construction bond shall not exceed the estimated cost of construction of the streets, alleys, drainageways and other public improvements, or other maximum amount subsequently established by the State of Texas. The estimate will be based on construction plans which are acceptable to the County and current costs for such work which has been developed by the County from City, County, and State bid results and from information provided by local suppliers.
- B) Construction surety bonds to be filed with the County Judge shall be provided in a form approved by the County prior to the approval of a subdivision plat for recording, or shall be provided as directed by the County Engineer if no plat is filed.
- C) The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.
- D) The Construction Bond shall require that the owner of the subdivision will begin construction of streets, alleys, drainageways and other public improvements shown on the subdivision plat, or otherwise located, as soon as possible after the date of approval of the plat by the Commissioners Court, or as directed, and shall diligently complete such construction in accordance with County standards and specifications within a period agreed to between the owner and the County Representative, not to exceed two years.
- E) The Construction Bond shall remain in full force and in effect until all streets, alleys, drainageways, and other public improvements in the subdivision have been completed to the satisfaction of the County Representative and the County Commissioner or his agent, and the obligation has been released by official action of the Commissioners Court.
- F) In the event any or all of the streets, alleys, drainage facilities or other public improvements are not completed, and if the Contractor or Owner refuses to correct defects called to his attention in writing by the County Representative, the unfinished improvements shall be completed at the cost and expense of obligees as provided below in Section 3.8.4.
- G) The construction period may be extended by mutual agreement of the Commissioners Court and Developer provided this extended agreement includes an increase in the bond amount to cover cost increases accrued since the date of the original agreement.

### 3.8.2 MAINTENANCE BONDS

- A) The Owner shall provide a Maintenance Bond as security against damages or defective work which may occur or be identified during the two-year performance period which begins after approval of the public improvements. The Maintenance Bond will bind the Owner or contractor to maintain the newly constructed facilities and to correct any defects in materials, workmanship (including utility backfills), or design inadequacies, or damages, which may be discovered within the two-year performance period.
- B) The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it

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is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.

- C) The Owner must correct or cause the Contractor to correct at his/her own expense, damages or defects due to improper construction or maintenance within 30 days after receiving written notice of such defects from the County. If the Owner fails or refuses to correct such defects within the 30-day period, or to provide acceptable assurance that such work will be completed within a reasonable time thereafter, Caldwell County may elect to correct or cause to be corrected any such damages or defects, charging any and all incurred expenses against the maintenance bond.
- D) Security shall be released by official action of the Commissioners Court if the project exists in a good state of operation and repair which meets County Standards for the period of two (2) years from the date of official release of Construction Security.
- E) Periodic inspection of all streets and alleys for which Maintenance Security is held will be made by the County Representative during the period of liability covered by the Maintenance Bond; and, in the event any or all of the streets, alleys, drainageways and other public improvements are not being properly maintained, the owner will be so advised in writing and if, after a reasonable time, he fails or refuses to perform proper maintenance of streets, alleys, drainageways and other public improvements, they shall then be maintained at the cost and expense of obligees as provided below.

### 3.8.3 FORMS OF SECURITY

The following forms of security are considered acceptable for insuring a Developer's promise to properly construct and maintain streets, alleys, drainage facilities and other public improvements in a subdivision in Caldwell County:

#### A) Surety Bond

- Construction and Maintenance Bonds are considered to be the standard form of fiscal security for subdivision improvements in Caldwell County and they shall meet the requirements of this Section when used.

#### B) Cash Deposit.

- The offer of cash in lieu of Bond shall be accompanied by a Cash Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves Cash Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
- The conditions of the Cash Security Agreement are as stated on the forms provided by the County. The general conditions of the Cash Security Agreement are the same as those stated for the Construction and Maintenance Bonds.
- The Cash Security Agreement shall be provided in a form approved by the County.

#### C) Letter of Credit

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- The County, at its sole discretion, may accept a Letter of Credit as fiscal security for the construction of improvements and/or the subsequent performance period.
  - The offer of Letter of Credit in lieu of Bond shall be accompanied by a Letter of Credit Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves a Letter of Credit Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
  - The conditions of the Letter of Credit Security Agreement are as stated on the forms provided by the County. The general conditions of the Letter of Credit Security Agreement are the same as those stated for the Construction and Maintenance Bonds.
  - The Letter of Credit Security Agreement shall be provided in a form approved by the County.

#### 3.8.4 COLLECTION OF SECURITY

- A) The construction security will remain in full force and in effect until all public Improvements have been approved and are performing to County standards at the end of the construction period. The maintenance security will remain in full force and in effect until all public improvements have passed inspection and have been approved for acceptance by the County at the end of the performance period.
- B) In the event any or all of the Improvements fail to meet County standards and the Owner fails or refuses to correct defects or damage called to his attention in writing by the County, the County may collect the security to complete the improvements. The County Judge is authorized to execute notices of intent to collect on posted Security without the necessity of Commissioners Court action, but the Court must authorize the collection of the Security.
- C) Recovery on construction and maintenance bonds shall not be limited or exhausted by one or more recoveries of less than the total amount of such bonds.
- D) The County may draw upon any security posted under this agreement upon the occurrence of one or more of the following events:
  - 1) The failure of the subdivider to construct or complete the Improvements to applicable County Standards;
  - 2) The subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
  - 3) The acquisition of the property or a portion of the property by the issuer of the security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
  - 4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements;  
or
  - 5) The determination by the Commissioners Court that the completion of one or more of the public improvements is in the public interest.



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- E) The collection on Security and the implementation of construction to complete necessary improvements to the extent possible with the resulting funds does not constitute acceptance of the improvements for maintenance. The County is not a subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee on behalf of the public.
- F) Request for collection of securities must be approved by the Commissioners Court and signed by the County Judge and, in the case of collection for construction, only after it as been determined that failure to complete construction, extend the security instrument's period of coverage, or correct deficiencies is not due to weather, acts of God, strikes or other reasons beyond the Developer's control.

### 3.8.5 RELEASE OF SECURITY

- A) Substantial completion shall be defined as the date ten (10) days prior to the date that, in the opinion of the Owner or his/her consulting engineer, all work will be finished. On this date, the Owner will: (1) notify the Inspector in writing that the work has been substantially completed; (2) request a list of any unfinished work to be completed in said 10 days; and (3) require his/her consulting engineer to prepare and forward a Construction Summary Report to the County, which is required for advance preparation of the County Approval of Construction Letter.
- B) Within four (4) working days after the Owner has given the Inspector written notice that the work has been substantially completed, the Inspector will review the work and a report will be prepared for the Owner with copies provided to the Owner's consulting engineer and the contractor. This report will include: (1) any remaining items discovered which do not comply with the construction documents; (2) County requirements not completed; and (3) any other items required for the issuance of the Approval of Construction Letter.
- C) A construction approval meeting will be held at the site of the work and at a time agreed to by the County Representative and the Owner. The Owner will invite contractors to the meeting as appropriate and will invite attendance by the Owner's consulting engineer. An Approval of Construction Letter will be issued by the County within five (5) days of the onsite meeting if all items listed below in this Section are in order. If there are exceptions, a Letter of Exception will be issued instead with reasons stated for the exceptions. An Approval of Construction Letter will then be issued when the exceptions are cleared. The Approval of Construction Letter will be issued contingent upon the following documents being supplied to the County:
- 1) A Construction Summary Report.
  - 2) Owner's consulting engineer's concurrence letter.
  - 3) Reproducible construction plans, certified as "Record Drawings", by the Owner's consulting engineer.
  - 4) The Bond or bonds for the one-year performance period for public Improvements.
  - 5) If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision.
- D) After the Approval of Construction Letter has been issued, the public streets and drainage will be accepted by the Commissioners Court and the construction will be monitored by the County for the two year performance period. If damages, failures, or defects appear, the Owner will be notified to make corrections.

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- E) In addition to the contractor's two-year warranty on construction, Developers of proposed roadways which will not be maintained by the County, including private roads, shall demonstrate financial responsibility for street and drainage infrastructure by providing proof of the following:
- 1) escrowed funds totaling, or insurance covering, 10% of the construction cost for emergency repairs; and,
  - 2) mechanisms for collecting dues from associated property owners; or property tax assessments established and sufficient to support annual maintenance costs and to support a sinking fund for street rehabilitation.
- F) In lieu of leaving 10% of the fiscal security in place for the performance period, the Owner may submit a maintenance bond in a total sum of 10% of the cost of the construction of the public Improvements guaranteeing the work and warranties. The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States, and if it is licensed to write such bonds in the State of Texas.
- G) After the Approval of Construction Letter has been issued, the streets and drainage will be accepted by the Commissioners Court and the Improvements will be monitored by the County during the two-year performance period. If failures or damages appear, the Owner will be notified to make corrections. Upon expiration of the two-year performance period, and if no damages or defects have been identified and reported to the Owner by the County Representative, the County will release the maintenance bond.
- H) The County Representative shall notify the Commissioners Court of the satisfactory construction and maintenance (during the performance period) of public and private improvements. The Commissioners Court may then authorize accepting public improvements for permanent County maintenance. Upon acceptance of the public improvements, the County will fully release all posted security for public improvements. Upon approval of private improvements at the end of the performance period, the County will fully release the security for the private improvements and will cause to be issued a release statement, signed by the County Judge, releasing the owner and surety from further obligation under the maintenance bond.
- I) Sections or phases of subdivisions must be completed in their entirety, excluding sidewalks. No allowances will be made for accepting partially completed sections or phases without the approval of a variance from the Commissioners Court.

### 3.9 SUBDIVISION PLATS WITH PRIVATE STREETS

- A) Subdivisions having private streets may be established only under the terms set forth in this ordinance, and pursuant to any other ordinances or guidelines for private street developments as may be adopted for use by the County either as part of this ordinance or as separate ordinances or policies. All private streets shall be designed and constructed in accordance with the County's standards for publicly dedicated streets. The term "private street" shall be inclusive of alleys, if such are to be provided within the subdivision.
- B) Private streets shall be permitted only within a subdivision satisfying all of the following criteria:

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- 1) The streets to be restricted to private use are not intended for regional or local through traffic circulation.
  - 2) The subdivision is located in an area that is surrounded on at least three (3) sides, meaning at least seventy-five percent (75%) of the perimeter, by natural barriers, such as creeks, floodplains, steep topological slopes, geologic formations or wildlife preserves, or by similar barriers created by man, such as a golf course or linear park (non-qualifying barriers would include screening walls, roadways, man-made drainage ditches or berms, utility easements and rights-of-way).
  - 3) The subdivision is not located adjacent to an existing or approved public street subdivision that can be reasonably connected, even though the street connection would require construction of a bridge or culvert (in that instance, the two subdivisions shall be connected as public street subdivisions unless the bridge or culvert would be so expensive as to be impractical or unfeasible).
  - 4) A mandatory property owners' (homeowners') association, which includes all property to be served by the private streets, will be formed.
  - 5) The subdivision conforms to any other special guidelines for private street developments as may be approved separately by the County.
- C) Roads or streets that are shown on the County's Thoroughfare or Transportation Plans such as highways, major or minor thoroughfares, arterials, or collectors, shall not be used, maintained or constructed as private streets.
- D) A private street subdivision shall not cross or interfere with an existing or future collector or arterial street.
- E) The County may deny the creation of any private street if, at its sole discretion, the County determines the private street would negatively affect traffic circulation on public streets; would impair access to the subject or adjacent property; would impair access to or from public facilities including schools or parks; or would cause possible delays in the response time of emergency vehicles.
- F) Layout requirements for subdivisions with private streets can be found in Appendix A.4.
- G) The County shall not pay for any portion of the cost of constructing or maintaining a private street.
- H) Applications for subdivisions with private streets must include the same plans and engineering information required for public streets and utilities. County requirements pertaining to review and approval of improvements shall apply, and fees charged for these services shall also apply. The County may periodically inspect private streets, and may request any repairs necessary to ensure efficient emergency access and to protect the public health, safety, convenience and welfare.
- I) A site plan showing the design and location of all proposed access restricted entrances shall be submitted for review by the County Engineer, along with the engineering plans for the subdivision, and must be approved by the County along with approval of the Preliminary Plat.
- J) The subdivision final plat shall include the acknowledgement provided in Section 3.6.2(H).
- K) The subdivision final plat, property deeds and property owners' association documents shall note that certain County services may not be provided for private street subdivisions. Among the services which will

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not be provided are: routine law enforcement patrols, enforcement of traffic and parking regulations, and preparation of accident reports.

- L) On the subdivision final plat shall be language whereby the property owners' association or district, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the County, any other governmental entity, and any public utility entity for damages to private streets that may be occasioned by the reasonable use of the private streets by same, or for damages and injury (including death) arising from the condition of the private streets, use of access gates or cross-arms, or use of the subdivision by the County or any other governmental or utility entity.
- M) Property owners' association documents or district by-laws, as applicable, shall reference Section 5.2(A) and shall contain provisions that describe how the association or district may make application to the County to accept private streets and any associated property as public streets and right-of-way. The association documents shall also provide for the County's right to assess the property owners for the cost of remediation of improvements whether a voluntary or involuntary conversion to public right-of-way is pursued under this ordinance.

### 3.10 CANCELLATION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, cancellations of plats within the ETJ of a municipality must be approved by both the municipality and the County.
- B) A person owning real property that has been legally platted into lots or blocks may apply to the Commissioners Court to cancel all or part of the subdivision, including cancellation of dedicated easements or rights-of-way within the subdivision or portion thereof to be canceled. If the Commissioners Court determines that the cancellation of all or part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the Commissioners Court shall authorize the owner of the subdivision to file an instrument canceling the subdivision in whole or in part. If the cancellation is approved, the property will be re-established as acreage tracts as it existed prior to subdivision. Notice of the proposed subdivision cancellation shall be published in the local newspaper at least 21 days prior to the public hearing held at a regular Commissioners Court meeting. In the event the cancellation is being done to facilitate a replat, the replat will be processed simultaneously with the cancellation action. The following documentation is required to be submitted for review prior to placing the request on the Commissioners Court agenda:
  - 1) Copies of the plat to be canceled. If only a partial cancellation is being requested, the lots, blocks, and/or right-of-way to be canceled must be delineated.
  - 2) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
  - 3) Copies of the current owner's deed(s) for the area to be canceled.
  - 4) A request for cancellation.
    - a) If the request is for cancellation of the entire subdivision, a copy of the cancellation document must be provided showing the notarized signature of all the owners of the lots or blocks in the

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subdivision.

- b) If the request is for only a portion of the original plat, the document must reflect the notarized signature of at least 75% of the owners of the original lots in the subdivision, phase, or identifiable part. However, if the owners of at least 10% of the original lots file written objection to the cancellation with the Court, the granting of an order of cancellation is at the discretion of the Court.
- 5) In the case of utility easement or rights-of-way cancellation, letters from utility providers either stating that the release of the easements and/or rights of way will not create a limitation on area service, or specifying areas to be retained for easements.
- 6) Certification of public notice at least 21 days prior to the court hearing.
- C) The Caldwell County Clerk shall write legibly on the cancelled plat the word "Cancelled" and shall enter on the plat a reference to the volume and page at which the cancelling instrument is recorded. On the execution and recording of the cancelling instrument, the cancelled plat has no effect.

### 3.11 REVISION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, revision of plats within the ETJ of a municipality must be approved by both the County and municipality under the municipality's established rules for replatting without vacating or amending subdivision plats.
- B) A person who has subdivided land that is subject to the subdivision controls of the County may apply in writing to the Commissioners Court for permission to revise the subdivision plat filed for record with the County Clerk.
- C) After the application is filed with the Commissioners Court, the Court shall publish a notice of the application in a newspaper of general circulation in the County. The notice must include a statement of the time and place at which the Court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting. If all or part of the subdivided tract has been sold to nondeveloper owners, the Court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address.
- D) The following documentation must be submitted for review prior to placing the request on the Commissioners Court's agenda:
  - 1) Copies of the plat proposed to be revised, with a delineation of any partial revisions.
  - 2) Current ownership information for the subdivision.
  - 3) An agreement, if any, signed by lot owners who may be affected by the revision.
- E) The Commissioners Court shall adopt an order to permit the revision of the subdivision plat, if it is shown to the Court that:
  - 1) the revision will not interfere with the established rights of any owner of a part of the subdivided land;  
or

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2) each owner whose rights may be interfered with has agreed to the revision.

F) If the Commissioners Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat.

### 3.12 VARIANCE PROCEDURES

A) The Commissioners Court may grant a variance from these regulations if an applicant requests the variance in writing and finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property with similarly timed development. Where such conditions are found, the variance permitted shall be the minimum departure from the terms of this regulation necessary to avoid such deprivation of privileges and to facilitate a reasonable use.

B) The Commissioners Court may not grant a variance if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development, or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.

C) The Commissioners Court reserves the right to require that granting of a variance shall be contingent upon the recordation / codification of special conditions and requirements as identified and stipulated by the Court.

D) No variance shall be granted regarding bonding.

E) All variances must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.

## 4.0 CONSTRUCTION PERMIT PROCEDURES

### 4.1 GENERAL

A) In order to insure safe and proper engineering design of streets, driveways, utilities and drainage systems, construction drawings and specifications, prepared and certified by a Professional Engineer licensed to practice in the State of Texas, shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for subdivision or site construction located in Caldwell County.

B) Design specifications for commercial site and subdivision projects shall conform to acceptable and usual engineering design practice and the requirements specified in the appendices to this document.

C) For design elements not defined by this Ordinance or other Caldwell County regulations: Subdivisions may be designed using AASHTO (American Association of State Highway and Transportation Officials) Design Criteria, TxDOT Roadway Design Criteria, or criteria adopted by a municipality if that criteria is more

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stringent than County Standards. Other County approved design and construction guidelines include, but are not limited to: ACI (American Concrete Institute); AASHTO "A Policy and Geometric Design of Highways and Streets", 1990; AASHTO "Standard Specifications for Highway Bridges", 1996; AASHTO "Roadside Design Guide"; Institute of Transportation Engineers "Guidelines for Urban Major Street Design" Texas Accessibility Standards, as adopted by the Texas Commission on Licensing and Regulation; TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges; the Texas Manual on Uniform Traffic Control Devices; and TxDOT Operations and Procedures Manual. Refer to the appendices for drainage design guidelines. Additional Design Guidelines may be approved by the County on a case-by-case basis.

- D) Construction plans for subdivision streets and drainage improvements, commercial site construction, manufactured rental home communities, work in the public right-of-way, or construction to alter an existing floodplain shall be submitted to the County Engineer for approval. No construction activity may begin prior to County approval of construction plans.
- E) ~~If construction is not underway within one hundred eighty (180) days from the date of County approval of construction plans, all Construction Permits will expire and renewals will be required. If construction ceases for a period of one (1) year, the Owner must resubmit all construction plans prior to beginning construction again and must obtain a new subdivision development permit.~~ Construction Permits issued are valid for ~~two (2) years~~ (24) years or until construction is complete, whichever comes first. At the discretion of the Commissioners Court a single extension for a period of one (1) year may be granted without re-application if- 1) the plan for construction has not changed, 2) the applicant can demonstrate that they have made reasonable attempts to construct the improvements and 3) the applicant can demonstrate that they have a reasonable expectation of completing the construction in the additional time granted.
- F) A copy of the approved Construction Permit shall be posted on site for the duration of construction activities covered under the permit. The posting shall be visible from the nearest major roadway(s) adjacent to the development.
- G) Submittal Procedure:
- An application for approval of a Construction Permit shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed construction is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Construction Permit must be submitted concurrently to both the County and any other governmental entity with jurisdiction.
  - The application will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County will notify the Owner within ~~fifteen (15)~~ ten (10) business days regarding information or documents that are lacking. An incomplete application shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within ~~forty-five (45) calendar~~ thirty (30) calendar days after the County has notified the Owner of the missing documents or information. Upon acceptance by the County that the application is complete, the County will review the application for compliance with these Standards.
  - An administratively complete application will be reviewed by the County Engineer for technical and/or regulatory non-compliance. If an application is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) calendar days for subsequent submittals. Applicants are expected to respond to comments within

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fourteen (14) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Applicant is unable to provide a response to technical comments within forty-five (45) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the County Engineer's discretion.

~~Upon notice from the County that the application is administratively complete, the applicant shall post a sign visible from the nearest major roadway(s) adjacent to the project notifying the public of a pending application for construction.~~

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## 4.2 SUBDIVISION CONSTRUCTION PERMIT PROCEDURES

### 4.2.1 SUBDIVISION CONSTRUCTION PLAN ELEMENTS

Subdivision construction plans shall require the following information and formatting:

- A) Plans shall contain a signature block for approval by the County in addition to all other typical information found on construction plans and all other data necessary for construction. The County Engineer must approve language provided in the General Notes and Special Notes.
- B) Plans shall contain a print of the subdivision plat reduced to a size and a scale divisible by ten (10) to conform to the scales of construction drawings.
- C) Design details for the construction of streets and drainage facilities shall conform to the requirements of these regulations and shall be of a scale ratio no less defined than one inch to fifty feet (1' = 50') horizontal and one inch to five feet (1' = 5') vertical. Existing ground line and finished grade profiles shall be shown at the centerline of the right-of-way. Street cross-sections including road shoulders and ditch lines shall be provided at intervals no greater than 100 feet.
- D) Typical cross-sections shall be provided for roadway sections having similar drainage and/or traffic carrying requirements.
- E) All existing and proposed drainage and utility appurtenances shall be shown in plan and profile;
- F) Plans for the installation of storm sewer and sanitary sewer shall show the horizontal alignments and grades in both plan and profile.
- G) The location and installation of utilities within drainage easements shall be allowed only when no other practical alternative exists. A separate utility easement, outside that required for the floodway, shall be provided wherever possible.

### 4.2.2 SUBDIVISION UTILITY DESIGN GENERAL REQUIREMENTS

- A) Plans for the installation of sanitary sewer lines, water lines, electric lines, gas lines or any other similar underground service line are required to be approved by the entity providing the proposed service and by the governmental agency(ies) having appropriate jurisdictional authority (Texas Commission on



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Environmental Quality, Guadalupe Blanco River Authority (GBRA), Lower Colorado River Authority (LCRA), water district, etc.).

- B) After review and approval by the service provider, and before approval of subdivision construction plans by the County, approved utility plans shall be submitted to the County for final approval of system location and alignment; depth of cover; type and method of backfill; restoration of surfaces after installation; location of valves, controls or manholes; and other features projecting to the surface which can be expected to affect public roadways and ROW.
- C) Plans showing the lines and grades in both plan and profile are required for the installation of water line in excess of twelve inches (12") in diameter. Smaller lines may be shown in plan view only if typical details are provided which clearly indicate the depth of the water line under streets, drainage ditch and culvert flowlines, and the horizontal location and depths of other utilities.
- D) Plans for the installation of storm sewer and sanitary sewer lines shall show alignments and grades in both plan and profile.
- E) Location and installation of utilities within a drainage easement shall be allowed only when no other practical alternative exists. A separate public utility easement, outside that required for the floodway, shall be provided wherever possible.

#### 4.2.3 SUBDIVISION EROSION & SEDIMENTATION CONTROL REQUIREMENTS

Temporary erosion and sediment controls shall be provided for all subdivision construction activity sufficient to capture and control construction phase sediment loads and to prevent siltation of downstream waterways. Permanent erosion and sediment controls shall be provided sufficient to permanently stabilize all disturbed areas, prevent erosion in channels and at drainage structure outfalls during high flow events, and protect the integrity of structural improvements. Erosion and sediment control requirements for subdivision are presented in Appendix F.

#### 4.2.4 SUBDIVISION CONSTRUCTION PERMIT SUBMITTAL REQUIREMENTS

A construction permit application for subdivision projects may be submitted to the County Review Coordinator during normal office hours. Applications for subdivision construction must be accompanied by:

- A) one set of the consulting engineer's construction drawings for streets, drainage, water, wastewater, and other required civil design elements.
- B) one copy of the geotechnical report establishing pavement design standards based on AASHTO pavement thickness design for a full 20-year life.
- C) a plan outlining QA/QC activities needed to monitor the construction process and confirm that the permitted improvements meet the design criteria.
- D) The Engineer's Opinion of Probable Cost signed and sealed by the engineer of record for street, drainage and utility improvements including estimated quantities, unit prices, and contingencies.

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- E) An engineer's summary letter outlining the nature of the project and any requests for the use of other standards from the design standards with justification for such applications.
- F) A traffic impact analysis for developments that generate traffic volumes in excess of 2,000 vehicle trips per day.

#### 4.2.5 PRIVATE STREET REQUIREMENTS

Private streets will be permitted through the same process as public streets but have additional requirements as follows:

- A) In addition to the street names, the Lot and/or Block information associated with the private streets shall be shown on the construction plans.
- B) The permit application shall include a copy of the documents establishing the property owners association and identifying the prescribed terms and acknowledgements as outlined in this ordinance.
- C) The permit application shall include a copy of the association's or district's Court approved plan demonstrating private financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. as set forth in Section 3.9 (E).

### 4.3 COMMERCIAL SITE CONSTRUCTION PERMIT PROCEDURES

A commercial site construction permit is required for development and construction or alteration of improvements on any lot for any use other than single family residential, two-family (duplex), or three family (triplex) residential. Except as provided in Section 4.3.3 below, a site plan must be approved and released before: a) a person may change the use of property; or b) a person may develop property.

#### 4.3.1 PRE-APPLICATION CONFERENCE

A pre-application conference is mandatory for all commercial site plan permits. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed construction is to occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide:

- a copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
- a sketch or rendering of the proposed development showing adjacent roadways; adjacent land uses; floodplain; existing creeks, streams, and areas of concentrated stormwater flow; conceptual layout of site buildings, parking, detention and fencing; and existing utilities.

The County Commissioner and staff will meet with the owner or agent and will review proposal for compliance with requirements of County ordinances and transportation or infrastructure plans. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

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#### 4.3.2 REQUIREMENTS FOR COMMERCIAL SITE CONSTRUCTION PERMIT

For all Commercial Site Construction, the parcel for which the permit is required must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or be exempt from platting under provisions of this ordinance or the Texas Local Government Code.

Commercial Site Construction permit applications shall be accompanied by construction drawings and specifications prepared and certified by a Professional Engineer licensed to practice in the State of Texas. Site construction drawings shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for commercial site projects. Design specifications for site construction projects in Caldwell County shall conform to design requirements specified in the appendices to this document. Site Construction Permit applications shall be accompanied by:

- A) An engineer's summary letter outlining the nature of the project and any requests for the use of alternative design standards with justification for such applications.
- B) A copy of the deed or other officially recorded documentation establishing ownership of the property.
- C) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- D) If the site construction includes addition of or expansion structures that generate wastewater and is to be served by an on-site sewage facility (OSSF), the site construction application shall be accompanied by an OSSF application. Applications for the site construction and OSSF permits will be processed concurrently. In cases where the OSSF is existing and adequate to serve the planned improvements, a letter from the Director of Sanitation confirming the adequacy of the existing system to meet the demands of the planned improvements may be substituted.
- E) If the site construction includes a new driveway or improvement of an existing driveway, or if it alters the intensity of the site use so as to bring into question the adequacy of the existing driveway under this ordinance, the site construction permit shall be accompanied by a driveway permit application. Applications for the site construction and driveway permits will be reviewed concurrently.
- F) An estimate of probable cost for all phases of proposed construction prepared by the architect or engineer bearing the signature and seal of the responsible professional.
- G) If the development is located in or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be two (2) feet above the adjoining base flood elevation and the following must accompany the permit:
  - a) base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
  - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
  - c) proposed elevation of the improvements.
- H) A traffic impact analysis for site development projects that generate traffic volumes in excess of 1,000 vehicles trips per day.

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H) Proof of potable water service in the form of 1) receipt for paid impact / meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well. 4) an engineered or certified rainwater collection system.

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I) An Engineering Summary Report. The summary report shall be signed and sealed by the responsible Professional Engineer and shall address the following topics:

- 1) An engineering drainage report to support all drainage designs including complete computations provided in an orderly manner with clearly stated assumptions and design basis.
- 2) If any revision to a FEMA Flood Insurance Study is required, discussion of the character of the changes and the reasons requiring map revision shall be provided.
- 3) Specification of the source of water and wastewater service including copies of relevant service letters and other necessary approvals.

J) Construction plans conforming to the following:

- 1) Cover Sheet showing name, address and phone numbers for the record Owner, proposed project name, location map, sheet index, certifications and signature blocks, the names of the engineer and surveyor, the project address, the submittal date, and the bearing basis and benchmarks list.
- 2) Existing Conditions Sheet showing property lines with bearings and distances; locations of existing structures and improvements; significant trees 12" caliper and larger; centerline of drainageways and existing drainage structures; 100-year floodplain boundaries if applicable; existing topographic data at 1-foot contour intervals; locations, sizes and descriptions of all existing utilities; location, dimensions, names and descriptions of all existing or recorded rights-of-way and easements; and location of City Limit and ETJ lines.
- 3) Erosion and Sedimentation Control Plan showing location, size and character of all temporary and permanent erosion and sediment control measures, contractor staging areas, and proposed cut and fill areas.
- 4) Site Plan showing location and dimensions of all existing and proposed buildings, driveways, and parking facilities with sufficient dimensional control information to allow proper construction staking.
- 5) Grading and Drainage Plan with drainage areas and design flows; detailed design of drainage facilities including channel sections, storm sewers, and detention basins; existing and proposed topographic conditions at one-foot intervals; benchmarks; and design flow calculations.
- 6) Base flood elevations and existing and proposed finished floor elevations for any structures located in a floodplain or within three hundred (300) feet of a floodplain.
- 7) Utility Plan Sheet showing layout and pipe sizes for the proposed water distribution and wastewater collection systems; well locations; on-site wastewater treatment and disposal system locations with design capacity information, if applicable; locations of fire hydrants, valves, meters; design details for connections to municipal water system; plan and profile information for water utility line in the public ROW or public utility easements; and, if applicable, detailed design sheets for lift stations.
- 8) Construction Details.

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#### 4.3.3 COMMERCIAL SITE PLAN EXEMPTIONS

The County Engineer, with approval of the Commissioners Court, may determine that a project is exempt from County site permitting requirements. A site plan is not required for the following:

- A) Construction or alteration of single family, two-family (duplex), or three-family (triplex) properties.
- B) Removal of a tree not protected under this ordinance.
- C) Interior alteration of an existing building.
- D) Construction of a fence that does not obstruct the flow of water.
- E) Clearing of an area 15 feet wide for surveying and testing;.
- F) Restoration of an existing building that begins within 12 months of the date of the damage.
- G) Placement of a temporary commercial portable building that does not impede or divert drainage. For the purposes of this exemption “temporary” means a duration of less than six (6) months and the intended uses include job site construction trailers, sales trailers, etc. Removing and replacing the portable building does not restart the six (6) month temporary use limitation.
- H) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT qualifies for permitting as a Residential Construction Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)

#### 4.4 RESIDENTIAL CONSTRUCTION PERMIT

- A) The following activities require a Residential Construction Permit through Caldwell County:
  - Construction of a new residential structure.
  - Additions to existing residential structures that result in an increase in the number of bathrooms or bedrooms.
  - Installation of a manufactured home.
  - Reconstruction or rehabilitation of an existing residential structure damaged by fire or flood where the estimated cost of reconstruction or rehabilitation exceeds 30% of the pre-damage value of the structure.
- B) Enclosure of an existing staircase or porch, construction of a carport for fewer than 10 cars, construction of a deck, roof replacement, remodeling of an exterior façade, and sidewalk construction are specifically exempted from the requirement to obtain a Residential Construction Permit.

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C) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT, qualifies for permitting as a Residential Construction Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)

D) Residential Construction Permits issued are valid for two (2) years or until construction is complete, whichever comes first.

D)E) A residential construction permit application shall be accompanied by the following:

- A copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
- A copy of the deed or other officially recorded documentation establishing ownership of the property.
- Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- A sketch or rendering of the proposed construction or addition showing location of existing structures; existing and proposed driveway(s); approximate distances from the improvements to existing property boundaries; floodplain; easements; residential or public water wells; location of on-site sewage facilities including tanks, pumps, and effluent fields.
- The foundation of all residential homes should be a minimum of twelve (12) inches higher than the surrounding ground.
- Proof of potable water service in the form of 1) receipt for paid impact / meter fees from the applicable water supplier. 2) water bill, OR 3) copy of drillers log for private water well.. 4) an engineered or certified rainwater collection system.
- If the residence is located inside of or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be at least two (2) feet above the adjoining base flood plain elevation and the following must accompany the permit:
  - a) Base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
  - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
  - c) proposed elevation of the improvements.
- If served by an on-site sewage facility, a copy of the approved OSSF permit issued through Caldwell County.

The parcel for which the permit is being applied must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or exempt from platting under the provisions of this ordinance or the Texas Local Government Code.

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## 4.5 MANUFACTURED RENTAL HOME COMMUNITY STANDARDS

As authorized under Section 232.007 of the Texas Local Government Code to protect public welfare and promote orderly development within the County, Caldwell County adopts the standards provided in the Appendices to this ordinance for construction of streets, drives, floodplains and drainage within Manufactured Rental Home Communities. Developers of Manufactured Rental Home Communities shall apply for approval under the general guidelines, process and Fees applicable under Section 3.0 of this Ordinance. Construction or development of a Manufactured Rental Home Community may not begin until the Plat of the planned community is approved by Commissioners Court and the Construction Plans are approved by the County Engineer in accordance with this Ordinance.

### 4.5.1 PLAT REQUIRED

For the purpose of Manufactured Rental Home Community review and permitting, a Plat complying with the standards of Section 3 prepared by an RPLS of the proposed community shall be prepared showing the general features, boundaries, areas designated for common use (such as joint use access areas, rights-of-way, areas designated for utilities) as required for subdivision plats. The Plat of the community shall comply with Appendix A of this Ordinance and indicate the dimensions and area for each Manufactured Rental Home.

### 4.5.2 CONSTRUCTION PLANS

Construction plans for the Manufactured Rental Home Community shall accompany the Plat application to Caldwell County and be subject to the standards, review procedures and processes of Section 4.2, and the appendices of this Ordinance. Manufactured Rental Home Communities shall comply with Sections 3.8 (Fiscal Security for Subdivisions) and 5.1 (Construction Inspection Procedures) of this Ordinance.

### 4.5.3 ADDITIONAL REQUIREMENTS

Manufactured Rental Home Communities shall meet the following additional requirements:

- Design and construction of all streets shall follow standards for Private Streets as provided in this Ordinance. EXCEPTION: Streets within Manufactured Rental Home Communities will NOT be considered for conversion to a Public Street or acceptance by the County for maintenance. Notes and Certifications in Section 3 related to private street conversion to public street or acceptance by the County for maintenance shall be appropriately modified.
- Manufactured rental homes shall not be located in flood prone areas. Any lots for manufactured rental homes that include or are adjacent to flood prone areas shall require specification of an easement defining the boundary of the regulatory floodplain and prohibiting construction therein.
- All mobile homes must be tied down or anchored in accordance with TCEQ standards.
- The foundation of all mobile homes must be closed in.

## 4.6 WORK IN THE PUBLIC RIGHT-OF-WAY PERMIT PROCEDURES

All construction or activity of any kind within the County's right-of-way, including installation of overhead or underground utilities; construction, expansion, or rehabilitation of driveways; construction of sidewalks, signage

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or drainage facilities; placement of fill; grading; paving; surveying; blocking of traffic; boring under the highway; or any other activities which may affect normal operations within the public right-of-way shall require issuance of a Work in the Public Right-of-Way Permit in accordance with the Appendices of this Ordinance.

#### 4.7 FLOODPLAIN REVISION PROCEDURES

Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or site construction permits in Caldwell County shall include detailed hydrologic and hydraulic analyses of existing and proposed Base Flood Elevations (BFE) and floodplain boundaries. If it is determined by the County Engineer or Floodplain Administrator that changes to BFE's and floodplain boundaries along regulatory floodplains warrant notification to FEMA and revision of existing maps, the applicant shall submit appropriate applications and documentation and shall provide copies of correspondence necessary to achieve FEMA approval of map revisions. Procedures and policies regarding floodplain revision are presented in Appendix H.

#### 4.8 WAIVER PROCEDURES

- A) The County Engineer may grant a waiver [from Section 4 of this Ordinance and](#) from the technical standards outlined in the Appendices if an applicant requests it in writing and the County Engineer finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property. Where such conditions are found, the waiver permitted shall be the minimum departure from the terms of this regulation as necessary to avoid such deprivation of privileges enjoyed by such other property and to facilitate a reasonable use. The County Engineer may not grant a waiver if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development, or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- B) The County Engineer reserves the right to require that granting of a waiver shall be contingent upon the recordation/codification of special conditions or design requirements as identified and stipulated by the County Engineer.
- C) Waivers for engineering design and compaction tests shall not be granted except as may be determined to be an acceptable and usual engineering practice and approved by the County Engineer and the County Commissioner.
- D) All waivers must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.
- E) An applicant may appeal a waiver determination made by the County Engineer to the Commissioners Court.



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## 5.0 OTHER DEVELOPMENT PROCEDURES

### 5.1 CONSTRUCTION INSPECTION PROCEDURES

- A) The Owner or his contractor shall notify the County Representative a minimum of forty-eight (48) hours prior to the time of start of construction of streets and drainage in the subdivision. Start of clearing shall be defined as clearing of road right-of-way only. Contractors working within public rights-of-way shall obtain a permit and provide prior notice at least forty-eight (48) hours in advance of construction to all utility companies and other relevant stakeholders with facilities located in the right-of-way.
- B) The Owner will require any contractor performing work to keep accessible on the work site a copy of approved construction documents with the latest revisions for the use of representatives of the County, Owner, and the Owner's engineer.
- C) The Owner shall designate a representative(s) to be responsible for all communications with the County concerning the work. The inspected work must not deviate from the approved construction documents. Field adjustments which do not affect project integrity, cost, or construction time, and which are consistent with the intent of the design, will be approved by the County Representative. After initial approval of the Construction Documents, the Owner may make changes to the construction documents, subject to the approval of the County Representative, and any such approved changes will be forwarded to the Inspector.
- D) Procedures for construction inspection shall include the following:
- 1) The Owner and his contractor shall request and attend a pre-construction meeting with the County Representative. Schedule of construction and frequency and type of field inspections and source and number of field tests will be determined at this meeting. If on-site or local unprocessed base material is proposed, or if "density control" is specified, a representative of the Owner or contractor's field control lab shall also attend the preconstruction meeting.
  - 2) The Owner will distribute approved plans prior to convening the pre-construction meeting. The pre-construction meeting will be held prior to start of any construction. At a minimum, the conference shall consist of introduction of all parties with an exchange of phone numbers and addresses and a discussion of: (1) start dates and schedule of events; (2) erosion and sedimentation controls; (3) traffic control and barricades; (4) identification of superintendents; (5) special conditions or provisions to plans and/or specifications including the approved QA/QC plan; and (6) final acceptance guidelines. A minimum of two days notice of the conference will be given to the:
    - a) Owner's representative.
    - b) Consulting engineer for the Owner.
    - c) Contractors for roads, drainage, and utilities.
    - d) City engineers, if appropriate;.
    - e) Water and wastewater construction inspectors, if appropriate.
    - f) County Engineer.

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- 3) Field inspections and field control tests shall be performed in accordance with the approved QA/QC plan and include, but are not limited to, the following:
- a) Utility installation backfill and density tests as required.
  - b) Preconstruction inspection of any on-site or local sources of base material. If directed by the Inspector, a testing laboratory shall make site and laboratory investigations at the Owner's expense to confirm that materials meet required construction specifications.
  - c) Sub-grade preparation including fills, cuts, ditch excavation and sub-grade sterilization. Notify the Inspector prior to all materials tests. Copies of all test results are to be provided to the Inspector including any retests. All retest results will clearly identify the failed test that they are addressing so that an audit can be completed. Approval by the Inspector is required prior to placement of base.
  - d) Placement and compaction of base material as required. Notify the Inspector prior to all materials tests. Approval by the Inspector is required prior to placement of pavement.
  - e) Pavement of roads and streets as required. The contractor shall notify the Inspector at least twenty-four (24) hours prior to start of paving after base is approved. He shall provide any required data on pavement mixes, tests to be performed, etc., at least five (5) days prior to start of paving. Pavement placement and consolidation may be inspected at the option of the County.
- 4) When a major item, such as excavating, placing of storm sewer pipe, processing of base, placing of curb and gutter, placing of structures, laying asphaltic concrete, or construction of drains, is under way, the Inspector will make follow up visits to the site at appropriate intervals. If the work is stopped for any reason (e.g., rain, strike, lack of materials, equipment breakdown, etc.) for seven (7) calendar days or more, the Inspector shall be notified twenty-four (24) hours in advance of work startup.
- 5) The Inspector shall be given twenty-four (24) hours notice when the contractor anticipates each bluetop/density stage, subgrade approval for base, base approval or approval for a succeeding lift of base, base approval for prime coat, and placement of asphaltic concrete. Expected calls for Inspector notification will be made as follows:
- a) subgrade approvals for base.
  - b) density tests for each lift of base.
  - c) approval of blue top of base for prime coat.
  - d) placement of asphaltic concrete.
- 6) Twenty-four (24) hours before asphalt paving is planned, notifications must be given for plant monitoring of asphaltic concrete production in order for the asphalt to be acceptable to Caldwell County. When weather conditions are questionable, plant monitoring may be placed on standby for a short-notice start.
- 7) The Inspector shall be notified at least twenty-four (24) hours before concrete is placed to allow the scheduling of onsite testing.
- 8) The Inspector shall be notified as early as practicable but no less than twenty-four (24) hours in advance of any work to be performed on Saturdays, Sundays, or holidays.

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- 9) The contractor or Owner shall request final inspection in writing. Inspection shall be performed by an inspector qualified and approved by the Commissioners Court. The County shall make the requested inspection no later than ten (10) days following receipt of the written request. A written "punch list" listing all deficiencies noted on the final inspection and uncorrected deficiencies from previous field inspections, shall be provided to the contractor within five (5) days following the final inspection, and if requested also provided to the Owner.
  - 10) Unless prior arrangement has been approved by the Commissioners Court, no partial acceptance of completed construction will be approved. If required, partial acceptance shall be allowed only after consideration of access, drainage, and other matters related to the well-being and safety of the public.
  - 11) Defects noted during final inspection shall be corrected within thirty (30) days. Written request for re-inspection for correction of defects will be required unless specifically waived by the County Representative.
  - 12) Unless otherwise specified, materials and equipment furnished for permanent installation in the work shall conform to all applicable requirements of the Contract Documents and shall be new and undamaged when installed or otherwise incorporated into the work.
  - 13) Unless otherwise specified, all soil moisture-density tests and other tests performed on the site to determine the quality of material to be incorporated into the project will be as directed by the County Representative. Frequency, time, locations, and procedures of tests will be coordinated and approved by the inspector. Testing must be conducted by an independent laboratory approved by the County Engineer. Payment for all initial testing and all retesting of failed materials will be the responsibility of the Owner. The extent of required investigations and retesting due to failed tests will be determined by the County Representative.
  - 14) The County Representative may require two or more passing retests for each failure before acceptance. Manufactured materials to be incorporated into the project shall meet the requirements of the approved Construction Documents; e.g., reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, flexible base. The Owner may be required to furnish a manufacturer's certificate stating that the material meets the requirements specified for this project.

## 5.2 PROCEDURES TO CONVERT PRIVATE STREETS TO PUBLIC STREETS

- A) A subdivision with private streets may request that the County convert the right-of-way to a public street as follows:
  - 1) An entity responsible for maintaining the private streets within a subdivision may make application to the County to accept as public right-of-way all lots within the subdivision which are used as private streets under the following conditions:
    - a) An application is made which includes evidence that a majority of the owners of the lots within the subdivision are favorable to the action.
    - b) An inspection has been completed to the satisfaction to the County which assesses the conditions of the private streets relative to the requirements for streets at the time the application is made.
    - c) The application includes a plan for addressing any deficiencies noted in the inspection and for the removal of or licensing agreement for all non-standard improvements in the right-of-way (gates,

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guard house, aesthetic elements, landscaping requiring special maintenance, etc.).

- d) The private streets connect directly to an adjacent public right-of-way which has already been accepted for public maintenance.
- 2) Upon receipt of the application, the County will determine if the conversion to public right-of-way is in the best interest of local residents and the citizens of the County. The County will:
  - a) Review the application and inspection to confirm that the right-of-way and improvements meet the current street requirements or, if they do not, that a plan has been provided for any remediation that may be required including fiscal security as required.
  - b) Confirm that the final condition of the right-of-way will not contain any unapproved elements in the horizontal clear zone or elements which would require maintenance practices which are not typical for County crews.
  - c) Hold a public hearing to receive public input on the requested action.
- 3) After the County has determined that it is willing to accept the private street, the applicant will have a surveyor prepare the dedication documents as required by current codes.
- 4) In no event shall the County be obligated to accept the private streets as public and any acceptance by the Court is at its sole discretion.
- B) The County may, as required to provide for the public's health, safety and welfare, utilize the following procedure to convert unmaintained private streets to public streets:
  - 1) Notify the responsible entity that deficient conditions have been reported and that repair or restoration is required.
  - 2) Post signs as needed warning the general public which is leaving the public right-of-way and entering the private street that unsafe conditions exist.
  - 3) Inspect the private street to determine the cost of remediation and prepare a plan to cover the cost of remediation via a property tax assessment and/or inclusion of all or part of the remediation in a future bond election.
  - 4) Hold a public hearing to receive public input on a proposed plan for remediation and acceptance.
  - 5) During a subsequent Commissioners Court meeting, determine by vote whether or not to pursue the conversion plan. The Commissioners Court is not obligated to have such a vote on the same subdivision any more frequently than once every four years.
  - 6) Utilize dedication documents or the condemnation process as needed to convert the private streets to public streets.
  - 7) Implement the remediation and initiate cost recovery per the plan.

### 5.3 PROCEDURE TO CANCEL AN EASEMENT OR RIGHT-OF-WAY

- A) Persons making a request for cancellation of right-of-way shall submit a letter to the County Engineer and the County Commissioner. The letter should state the reason for the request. The request for cancellation

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will be placed on the agenda for consideration by the Commissioners Court based on comments from the County Engineer. The following documents shall be submitted with the request:

- 1) Application form signed by the person cancelling the ROW/easement or their agent;
  - 2) Sketch and field notes describing the easement or right-of-way to be cancelled.
  - 3) Signed letters of approval or concurrence with the request from all adjacent and abutting property owners.
  - 4) For public utility easements, a letter (or standard form) from all utility companies (electric, telephone, cable, water and wastewater, gas, etc.) serving the area stating they have no need for the easement requested for cancellation, and a sketch and field notes describing any easement to remain for utilities.
  - 5) If the right-of-way to be cancelled was dedicated by a plat approved by a city or town under their extra-territorial jurisdiction authority, then letters from appropriate city officials shall be provided confirming their concurrence with the cancellation request.
- B) Cancellation requests for public utility easements will be processed through the Commissioners Court only if these public utility easements were established by a plat approved by the Commissioners Court.
- C) If the drainage easement is also a public utility easement and is located within the extra-territorial jurisdiction of a city or town, then the public utility easement must be cancelled in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, vacated by the city or town prior to cancellation of the drainage easement by Caldwell County.
- D) The request for drainage easement cancellation will be investigated by the County Engineer and a recommendation made prior to the public hearing. If the request is considered favorably by the Commissioners Court, a public hearing will be scheduled for Commissioners Court on a date no earlier than thirty (30) days after the acceptance of the request. This will allow time for posting notices at the Courthouse and in the local newspaper for a period of three (3) weeks and for the public hearing to be held at a regular session as required by Texas law. Following the public hearing, the Commissioners Court may take action on the request on the same date.

#### 5.3.1 OTHER CANCELLATION REQUESTS

- A) Cancellation requests for lot lines, building setback lines, private access easements, or any other cancellation requests within the extra-territorial jurisdiction of a city or town, other than for right-of-way or drainage, will be in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, be vacated by the city or town prior to cancellation by Caldwell County..
- B) Cancellation requests for private ingress / egress / access easements must be negotiated between the grantee and grantor of such easements.
- C) Cancellation requests for private streets or for reserves must be made to the property owner.

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## **6.0 FEES**

- A) The Commissioners Court requires payment of an application fee to cover the cost of the County's review of a subdivision plat and inspection of public infrastructure improvements described by the plat. This fee will vary based on the number of proposed lots in the subdivision, the acreage described by the plat, the type of proposed roadway, drainage and other public infrastructure improvements, or any other reasonable criteria determined by the Commissioners Court. All administrative fees including fees for review of a Preliminary and Final Plat, construction plans, plat cancellation / revision, and inspection fees, shall be paid to the County prior to commencement of the requested review or inspection.
- B) These fees will be reviewed annually by the Commissioners Court and adjusted to recover the cost of reviewing and inspecting subdivisions submitted to the County.

## **7.0 SEVERABILITY**

It is the intention of the Commissioners Court that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the Commissioners Court without the incorporation in the ordinance of any such unconstitutional content.

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# APPENDIX

## A. APPENDIX A – SUBDIVISION LAYOUT REQUIREMENTS

Preliminary Plats and Final Plats for streets and drainage facilities in subdivisions located outside a City's ETJ shall conform to the layout provisions and design requirements set forth below. Subdivisions located inside a City's ETJ shall comply with the approved interlocal agreement or, if there is not an approved interlocal agreement, the stricter regulation when City and County requirements conflict.

### A.1. GENERAL REQUIREMENTS

To provide continuity in flow of traffic and connectivity of the various public utilities and facilities, the following is required in all subdivisions:

- A) Streets within a subdivision shall not terminate with a cul-de-sac when within 210 feet of the adjoining common boundary, if such adjoining tract is susceptible to subdivision.
- B) Each lot greater than one half (1/2) acre shall have a rear lot line easement not less than 15 feet wide for utilities and drainage. Where necessary, side lot line easements of 10 feet for each adjoining lot shall be provided. Lots smaller than one half (1/2) acre shall have a rear lot line easement of not less than 10 feet and side lot easements, where necessary, of not less than 5 feet. Lots for townhouses and apartments, which have no separation of structures, shall match requirements for lots greater than one half (1/2) acre.
- C) Drainage facilities requiring more width than the typical drainage easement provides shall be located within drainage easements that are not included within any residential lot.
- D) There shall be no reserve strip along any subdivision boundary.
- E) A street terminating in a cul-de-sac may be a maximum of 1,000 ft in length and may provide primary access to a maximum of 20 lots.
- F) More than one access to an arterial or collector road is required for any subdivision with more than 30 residential lots. For subdivisions with fewer than 100 lots, the secondary access may be achieved via all-weather access located in easements dedicated for emergency vehicles (such access may be equipped with crash gates). With approval of County Engineer, secondary access requirements may also be met via the use of a divided roadway with a minimum 20-ft paved width on each side of the median. In considering allowing use of a divided entry in lieu of a second access, the County Engineer will consider if any other alternatives are available, if the condition creating the single point of access was created by the applicant. Residential driveways should generally not directly access the divided entry if used in lieu of a second access.
- G) Traffic Impact Assessment (TIA) is required for assessing need and size parameters for turn lanes, queuing lengths and traffic control devices for approval of any subdivision where the expected number of trips generated exceeds any of the following criteria:
  - 1) A residential subdivision which exceeds 2,000 vehicle trips per day using 9 trips per day for each house or living unit in duplexes / triplexes; or

- 2) A commercial development which exceeds 1,000 vehicle trips per day.

as calculated using the Trip Generation Manual published by the Institute of Traffic Engineers. TIA's shall include future traffic for streets serving adjacent properties or developments. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for analysis of traffic impacts. For subdivisions assuming residential use of lots in developing their Trip Generation or their TIA, the plat(s) shall include note or deed restriction declaring the following:

"This subdivision has been approved recognizing that each lot is created for single family residential use and, based on that use, the traffic generated should not exceed accepted levels of trip generation for the associated roadways. Any future development proposing resubdivision or another land use may require a TIA and an appropriate roadway remediation plan prior to approval."

## A.2. RURAL SUBDIVISIONS

- A) A Rural Subdivision under this Ordinance has the following characteristics:
- 1) It may be served by individual water wells and septic systems or connected to a community water and wastewater system; and
  - 2) It may utilize open ditch street drainage or underground stormsewers
- B) The minimum lot size for all lots in a Rural Subdivision is ~~one (1) acre~~ ~~two (2) acre~~ ~~A smaller lot size may be approved as part of a development agreement~~. This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.
- C) Residential blocks in rural subdivisions should not exceed three thousand feet (3,000') in length. Exceptions will be considered subject to review and approval by the County Engineer.
- D) The minimum lot frontage and building set back along roadways in rural subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Private Gravel Roadway	100'	15'
2.) Local Streets	125'	20'
3.) Minor Collectors	150'	25'
4.) Major Collectors	225'	30'
5.) Minor Arterials	300'	30'
6.) Major Arterials	375'	30'

All existing County Roads and Private Streets are assumed to be ~~Minor~~ Major Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be ~~Major~~ Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.



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- E) For subdivisions without centralized wastewater collection, lot sizing shall be compliant with the minimum requirements for an organized disposal system (i.e. sewage treatment) design meeting the regulations of Caldwell County, the Texas Department of Health Services, the Texas Commission on Environmental Quality, and the Texas Water Development Board, as applicable.
  - F) For subdivisions without centralized wastewater collection, lots shall be configured to comply with TCEQ and Caldwell County septic system regulations and requirements for sanitary easements around public and private water wells.
  - G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements, accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
  - H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

### A.3. REQUIREMENTS FOR URBAN SUBDIVISIONS

- A) An Urban Subdivision under this Ordinance has the following characteristics:
  - 1) It is connected to a community water and wastewater system; and
  - 2) It utilizes curb and gutter road sections with closed conveyance storm sewer system.
- B) The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.
- C) In general, the side-yard lot lines in urban subdivisions shall be at approximately right angles to street alignments or radial to curved streets. An arrangement placing adjacent lots at right angles to each other should be avoided.
- D) Residential blocks in urban subdivisions shall not exceed thirteen hundred feet (1,300') in length unless such blocks are parallel to and adjacent to an arterial, in which case such blocks shall not exceed seventeen hundred fifty feet (1,750') in length.
- E) Block widths in urban residential subdivisions should allow for two (2) tiers of lots back to back, except where abutting an arterial to which access to the lots is prohibited, or where prevented by topographical conditions or size of the property.
- F) The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Local Streets	70'	20'
2.) Minor Collectors	100'	25'
3.) Major Collectors	225'	30'

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4.) Minor Arterials	300'	30'
5.) Major Arterials	375'	30'

All existing County Roads and Private Streets are assumed to be ~~Minor~~ Major Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.

- G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements, accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
- H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

#### A.4. REQUIREMENTS FOR PRIVATE STREETS

Private streets must meet the following special requirements in addition to all of the standard requirements for public streets:

- A) Private streets must be constructed within a separate lot owned by the property owners' association or district. This lot must conform to the County's standards for public street rights-of-way. An easement covering the street lot shall be granted to the County providing unrestricted access to and use of the property for any purpose deemed necessary by the County. This right shall also extend to applicable utility providers operating within the County and to other necessary governmental service providers, such as the U.S. Postal Service. The easement shall also permit the County to remove any vehicle or obstacle within the street lot that may impair emergency access.
- B) A private street subdivision shall provide a minimum of eighty feet (80') of access frontage on a public street for subdivision entrances in order to accommodate a median-divided entrance with appropriate vehicle stacking, queuing and turnaround area. Primary access into a private street subdivision shall be from a major roadway, which has a minimum right-of-way of sixty feet (60'), or from a larger roadway, as shown on the County's Thoroughfare or Transportation Plans. Restricted access entrances shall not be allowed from alleys or private driveways or parking lots. A private street subdivision shall provide a minimum of eighty (80) feet queuing distance between edge of pavement of public roadway and subdivision gate. As an alternative to the queuing distance the applicant may dedicate and promptly construct deceleration/acceleration turning lanes.
- C) Any private street (and any other type of gated entrance) which has an access control gate or cross-arm must have a minimum uninterrupted pavement width of twenty-four feet (24') at the location of the gate or access control device, both ingress point and egress point, regardless of the type of device used. If an overhead, or lift-up, barrier is used, it must be a minimum of sixteen feet (16') in height above the road surface, and this clearance height shall be extended for a minimum distance of fifty feet (50') in front of and behind the location of the device. All gates and cross-arms must be of a breakaway design. A minimum

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vehicle stacking distance of one hundred feet (100') shall be provided from the right-of-way line of the public road from which the private street subdivision is accessed to the first vehicle stopping point, which is usually an access request keypad, a telephone, or a guard's window. Adequate distance shall be provided between the access request point(s) and the entry barrier, or gate, to accommodate a vehicle turnaround as described below.

- D) A paved turnaround space must be located in front of (i.e., prior to passage of) any restricted access entrance barrier, between the access request device and the barrier or gate, to allow vehicles that are denied access to safely exit onto public streets without having to back up, particularly into the public street upon which the entrance is located. The design and geometry of such turnaround shall be of such pavement width and having such inside turning radius that it will accommodate smooth, single-motion U-turn movements by the following types of vehicles:
- 1) Larger passenger vehicles, such as full-sized vans and pickup trucks,
  - 2) Passenger vehicles with short trailers up to twenty-four feet (24') in length, such as small flatbed, camping or box-type trailers,
  - 3) The types of service and utility trucks that typically visit or make deliveries to neighborhoods that are similar to the proposed private street subdivision, such as utility service vehicles, postal or UPS delivery trucks, and two- to three-axle flatbed or box-type trucks used by contractors and moving companies.
- E) The County Engineer or the Commissioners Court may require submission of additional drawings, plans or exhibits demonstrating that the proposed turnaround will work properly, and that vehicle turnaround movements will not compromise public safety on the entry roadway or on the adjacent public street(s).
- F) Any public water, sewer and drainage facilities, streetlights, and traffic-control devices, such as traffic signs, placed within the private street lot shall be designed and constructed to County standards. All private traffic-control devices and regulatory signs shall conform to County standards. Any County regulations relating to infrastructure financing, developer cost participation, and capital cost recovery shall apply to subdivisions with private streets, with the exception of those applying to street construction.
- G) The metering for utilities such as water, gas and electricity shall be located on the individual lots to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.
- H) The entrances to all private streets shall be clearly marked with a sign, placed in a prominent and visible location, stating that the streets within the subdivision are private, and that they are not maintained nor regularly patrolled by the County. All restricted access entrances must be manned twenty-four (24) hours every day, or they must provide a reliable, alternative means of ensuring County and emergency access to the subdivision, preferably with an Opticom-type system for emergency access, by the County and other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method to be used to ensure County and emergency access into the subdivision shall be approved by the County and by all applicable emergency services providers prior to engineering release for construction of the subdivision. If the association or district fails to maintain reliable access as required herein, the County may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The applicable association or district documents shall contain

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provisions in conformity with this Section which may not be amended without the written consent of the County.

## A.5. CONSERVATION SUBDIVISION INCENTIVES

Alternate standards are available for subdivisions which voluntarily implement the following provisions:

- Provide 40% of the original tract acreage as open space, conservation land, parks (public or private) and / or community amenities;
- Implement water quality best management practices achieving a total reduction of 80% of Total Suspended Solids (TSS) from post-development stormwater flows; and
- Incorporate an Integrated Pest Management Plan and Fertilizer Plan that minimizes use of Nitrogen and Phosphorus-based fertilizers.

For subdivisions meeting the above requirements the following incentives are available:

- Minimum lot sizes of this ordinance are waived; however, lots served by on-site water wells or OSSF must comply with applicable state and Caldwell County regulations for lot size and setbacks.
- Minimum lot frontages of this ordinance may be reduced by 40%.
- Minimum centerline radius and tangent length between reverse curves or compound curves is waived; however, minimum stopping sight distances and intersection site distances must be maintained.

For subdivisions using an urban street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 0.25.

For subdivisions using a rural street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 1.

## A.6. REQUIREMENTS FOR FLAG LOTS

- A) Flagged lots in all subdivisions, regardless of the State requirement to plat or not, shall conform to these requirements. These provisions only apply to multiple flag lots within a subdivision.
- B) A flag lot consists of a "stem" which is typically long and narrow and a "flag" section area which is typically a larger area where land development occurs.
- C) All subdivisions with two (2) or more adjacent flag lots shall be platted.
- D) Flag lots shall generally be ~~avoided and~~ used only where ~~property lines~~, topography and / or drainage constraints require use of flag lots to develop property at similar intensity enjoyed by similarly situated

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property. The number of flag lots shall ~~under no circumstances not~~ exceed 5% of the total lots created, ~~whichever is higher.~~

- E) Flag lots shall establish a building line within the “flag” and have a minimum width in conformance with A.2(B) or A.3(B) at this building line.
- F) The stem of each flag lot in a platted subdivision shall be a minimum of thirty feet (30') ~~twenty feet (20')~~ wide and shall provide access to a public roadway. The sum of adjacent “stems” may not exceed one hundred and twenty feet (~~120~~400').
- G) A “Joint Use Driveway Access Agreement” shall be provided and filed with the subdivision and shown on the plat if the access “stem” of two or more flag lots are adjacent to each other. No property owner shall place any fences, walls or any other obstructions within the area covered by the “Joint Use Access Agreement”. The paved driveway within the “Joint Use Access Agreement” shall be a minimum of eighteen (18') feet and shall include a minimum clear zone width of six feet on either side of the pavement.
- H) Design, construction, and maintenance of a Shared Access Driveway and the “Joint Use Driveway Access Agreement” must be approved by the County Engineer.
- I) All driveways shall comply with the regulations and standards of this ordinance unless determined by the County Engineer that an alternative design would improve safety and traffic flow.

## **B. APPENDIX B – STREET DESIGN REQUIREMENTS**

Street design standards in Caldwell County apply to newly constructed roadways regardless of whether they are intended to be accepted by the County for maintenance or privately maintained. These standard are based upon anticipated Average Daily Traffic counts (ADT assuming one-way trips) for the proposed roadway. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for classifying roadways and pavement design. ADT calculations shall be calculated based on the current edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers and shall be approved by the County Engineer.

### **B.1. STREET GEOMETRIC STANDARDS**

Table B-1 presents a summary of Urban (curb/gutter) roadway design standards for the above-defined roadways. Table B-2 presents a summary of Rural (shoulder-section) roadway design standards for the above-defined roadways. Any deviation from these standards shall require a waiver.

### **B.2. GENERAL STREET DESIGN REQUIREMENTS**

- A) Roadway design standards, unless specifically identified, shall be standards that are found in common usage by the Texas Department of Transportation. Design guidelines shall follow the American Association of State Highway Transportation Officials' Policy on Geometric Design of Rural Highways. Design for horizontal curves including stopping sight distance and superelevation shall conform to the formulae, principles, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), “A Policy on Geometric Design of Rural Highways.”

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- B) All non-standard designs of roadside ditches, retaining walls, and other street appurtenances shall require review and approval by the County Engineer.
- C) Lots restricted by plat note to one single-family residence shall be assumed to generate 9 one-way trips per day. ADT counts for all other properties shall be determined on a case-by-case basis and approved by the County Engineer.
- D) Minimum cross slope grade for all streets shall be two percent (2%). No cul-de-sac shall have a cross-slope exceeding six (6%) percent.
- E) Grade changes of greater than eight-tenths percent (0.8%) shall be connected by vertical curves. The minimum length (L) of vertical curves shall be one hundred feet (100') or shall conform to the formula:
- $L = KA$  (whichever is greater)
- where A is the algebraic difference in the tangent approach grades expressed as a whole number, and K is established in accordance with the Design Guidelines "Geometric Design for Local Roads and Streets", for sag and crest vertical curves, with credit given to the use of proper street lighting.
- F) Approach grades on an intersecting street should be limited to three percent (3%) for at least fifty feet (50') unless sight distances are in excess of the AASHTO Design Guide minimum for stopping on a grade level, in which case the approach grades should not be greater than six percent (6%). Where sidewalks cross intersecting streets, street grades along the crosswalk area shall be compliant with relevant accessibility regulations per the Americans with Disabilities Act and the Texas Accessibility Standards.
- G) Subject to approval by the County Engineer, slopes for occasional short runs between intersections may exceed maximum grade values indicated in Tables 7-1 and 7-2; however, maximum grades through intersections may not exceed the maximum specified values.
- H) Superelevation may be used in conjunction with horizontal curves to meet design speed requirements for urban and rural subdivisions. The maximum superelevated rate for curb/gutter roadways is limited to 0.04 ft/ft. Special attention must be given to assuring correct transitions from the superelevated roadway section to intersecting crowned roadway sections or driveway grades.
- I) Roadside drainage ditches shall be contained entirely within the ROW or within a dedicated drainage easement.
- J) Headwalls, catch basins or other culvert structures shall be designed in accordance with the drainage requirements of this ordinance and typical construction details of the Texas Department of Transportation, as applicable. No headwall, wing-wall, or other structural member shall protrude above the surface of the traveled roadway. Headwalls flush with road embankment slopes (at 3:1 or flatter) are preferred for any culverts parallel to streets or driveways.
- K) Special consideration shall be given to streets where the horizontal alignment, overhead obstructions, the presence of cross traffic, or other natural or man-made conditions exist such that stopping sight distance would become the controlling parameter as it relates to the determination of a minimum length of a vertical curve.
- L) An increased curve radius may be required where street grades, street cuts, or other natural or man-made obstacles limit stopping sight distance to below that required for the design speed.

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- M) Proposed streets in new subdivisions shall be aligned with existing and/or proposed streets on adjoining properties except where, in the opinion of the Commissioners Court, topography, requirements of traffic circulation, or other considerations make it desirable to depart from such alignments.
- N) Permanent or temporary turnarounds shall be required on all dead-end streets longer than 150 feet unless a waiver is approved by the County Engineer.
- O) If proposed local street extensions between subdivisions or subdivision sections are approved and platted without cul-de-sac turnarounds at the section or subdivision boundary, the right-of-way width of the local street shall be a minimum of sixty feet (60') and shall include provisions for a temporary turnaround if required by the County Engineer.
- P) Whenever possible, streets shall be designed to have curved alignments with minimum centerline radii as specified above. Whenever possible, continuous streets through neighborhoods shall be avoided, particularly those connecting two arterials by a direct route.
- Q) Whenever possible, "T" intersections shall be specified rather than four-way intersections. A tangent section of at least sixty feet (60') at right angle to the intersecting through street shall be required prior to any bend or curve on the branch street. If this cannot be reasonably achieved due to topographic or other constraints, a modified design must be approved by the County Engineer.
- R) Where "T" intersections will result in jogs in street alignment, the minimum offset between intersecting street centerlines from opposing sides of a through street shall be 150 feet between local street intersections and 300 feet between collector street intersections. The minimum centerline separation between two intersecting streets on the same side of a given through street shall be 300 feet.
- S) Angles between streets in subdivisions at intersections shall not be less than eighty degrees (80°). When intersecting angles sharper than eighty degrees (80°) are deemed necessary by the County Engineer and the Commissioners Court, the property line at the small angle of the intersection shall be chamfered or rounded so as to permit the construction of curbs having a radius of not less than twenty-five feet (25') without decreasing the normal width of the sidewalk area.
- T) Where a curb/gutter street intersects a continuing shoulder-section street, stand-up curb and gutter shall terminate as necessary to allow drainage from the curb/gutter section to enter the bar ditch of the shoulder-section street in a non-erosive manner. Concrete riprap or mortared rock riprap may be required to protect the shoulder area where the curb transition occurs
- U) The AASHTO Roadside Design Guide shall be used for determining necessary clear zone distances for shoulder section roadways in all unincorporated areas of the County. Clear zones for curb/gutter sections with design speed 30 mph or less shall be 3 feet from face of stand up curb For curb/gutter sections with design speeds of 35 mph or greater, use the same clear zone distances as used for shoulder-section roadways.
- V) Streets intersecting State-maintained roadways such as Federal Highways, State Highways, or Farm-to-Market roads, shall require approval of the Texas Department of Transportation.
- W) Guardrails shall be designed in accordance with current TxDOT standards.

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- X) If the application includes any non-standard improvements in the right-of-way (gates, guard house, aesthetic elements, landscaping requiring special maintenance, etc.), approval by the Commissioners Court of a license agreement for any non-standard improvements will be required prior to approval of the subdivision construction plans.

### B.3. CURB/GUTTER STREET STANDARDS

This Section references roadways serving urban subdivisions located outside the ETJ boundaries of incorporated cities. Street types referenced in this Section are as follows:

- Curb/gutter Local Streets provide vehicular access to single family lots in urban areas.
- Curb/gutter Collector Streets convey traffic from Local to Arterial Streets and may also provide access to residential and nonresidential lots.
- Curb/gutter Arterial Streets convey traffic from Collectors, other Arterial Streets, and Commercial Streets to State Highways or other major roads. They are intended to carry high volumes of traffic, more or less continuously.
- Curb/gutter Commercial Streets provide access to commercial and industrial lots.

Curb/gutter Streets shall meet the following standards:

- A) Curb/gutter Local and Curb/gutter Collector Streets shall provide stand-up curb and gutter on both sides of the street.
- B) Curb/gutter Streets shall convey stormwater runoff utilizing a storm sewer system with curb inlets.
- C) Except as approved by the County Engineer, the length of a Curb/gutter Local Street shall not exceed 1,500 feet.
- D) A cul-de-sac on a Curb/gutter Local Street shall not provide access to more than twenty (20) lots.
- E) Curb/gutter Collector Streets shall be stubbed out to adjacent undeveloped property at spacing intervals not greater than 2,500' unless this is not possible due to topographic or adjacent development constraints.
- F) Except as approved by the County Engineer, the length of a Curb/gutter Collector Street shall not exceed five thousand (5,000) feet.
- G) A cul-de-sac on a Curb/gutter Collector Street shall not provide access to more than twenty (20) duplex, triplex, or multifamily lots.
- H) Curb/gutter Minor Arterial streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation needs in the area.
- I) A cul-de-sac on a Curb/gutter Commercial Street shall not exceed eight hundred feet (800') in length and shall provide a turnaround with an eighty (80') foot right-of-way radius and sixty foot (60') pavement radius.
- J) The spacing of signalized street intersections on major roadways shall not be less than two thousand six hundred feet (2,600') unless approved by the Commissioners Court.



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- K) In general, the spacing of street intersections along an Curb/gutter Major Arterial Street shall not be less than one thousand three hundred feet (1,300'), unless sight-distance or topography dictates a lesser street spacing.
- L) Medians may be required along Curb/gutter Arterial Streets where street intersection spacing is less than one thousand three hundred feet (1,300'), or driveway spacing is less than two hundred feet (200'). Median breaks shall be located at intersections with arterials, collectors, industrial streets, and driveways to businesses generating significant daily traffic.
- M) The geometric design of Curb/gutter Major Arterial Streets shall conform to the formulas, principals, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Design of Urban Highways and Arterial Streets." Curb return radii on an arterial street shall be a minimum of thirty-five feet (35').

#### **B.4. RURAL (SHOULDER-SECTION) STREET STANDARDS**

This Section references roadways serving rural subdivisions located outside the ETJ boundaries of incorporated municipalities. Street types referenced in this Section are as follows:

- Rural Local Streets provide vehicular access to residential lots in rural subdivisions.
- Rural Collector Streets convey traffic from Local Streets serving rural subdivisions to Arterial Streets and may also provide access to residential and nonresidential lots.

Rural Streets shall meet the following standards:

- A) The Commissioners Court may require that Rural Local Streets be stubbed out to adjacent undeveloped property in order to provide adequate connectivity to existing and/or future development patterns anticipated on adjacent tracts.
- B) Cul-de-sacs on a Rural Local Street shall not provide access to more than twenty (20) lots.
- C) Rural Collector Streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation patterns anticipated in the area.

#### **B.5. DESIGN OF PRIVATE GRAVEL ROADWAYS**

Private Gravel Roadways may be approved to provide vehicular access to farm, ranch and other rural tracts that are generally fifty (50) acres or more in size and where there are no existing public roads. Ranch Roads shall meet the following standards:

- A) Private Gravel Roadways shall follow a practicable route, convenient to landowners while avoiding hills and streams.
- B) The minimum right-of-way width for Private Gravel Roadways shall be sixty feet (60').
- C) Private Gravel Roadways may serve up to 10 rural tracts and must have an all-weather surface. The surface does not necessarily have to be chip seal, HMAC or concrete.

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- D) Private Gravel Roadways that are not paved with chip seal, HMAC or concrete must be privately maintained by the owners of the lots using them for access. A maintenance agreement must be approved by the County Engineer and recorded in the public record when the plat is recorded.
  - E) Subdivisions which choose to use the provisions of this section shall include a plat note approved by the Commissioners Court that restricts all lots served by this style of roadway from any further subdivision without first bringing the portion of Private Gravel Roadway from the tract to be further subdivided to the nearest existing paved road up to current County standards for pavement section and width.
  - F) Proposed subdivisions that intend to take access from an existing Private Gravel Roadway must reconstruct the roadway to meet the standards of the appropriate road classification per Table B-2.

#### **B.6. COUNTY AND STATE HIGHWAYS**

Provisions shall be made for the extension or widening of County Roads and State Highways where required by the Commissioners Court in order to protect the safety and welfare of the public.

#### **B.7. STREET NAMES AND STREET SIGNS**

- A) Street names for new subdivision streets may be suggested by the applicant. If these names are reasonable and are not similar to existing names of streets in Caldwell County, the County Engineer will recommend them to the Commissioners Court for approval on the Final Plat. Suggested names shall be submitted for preliminary approval on the Final Plat submittal and forwarded to the local postmaster and 9-1-1 Address Administrator for review. Street names and addresses shall conform to the policies and procedures of the 9-1-1 Address Administrator.
- B) The Developer of a subdivision shall install all street name signs on new streets in accordance with the County Construction Standards. Street signs will be inspected for approval prior to the release of the Construction Bond or other security.
- C) The Developer of a subdivision shall be required to install traffic control signs and devices in accordance with the Texas Manual on Uniform Traffic Control Devices following review and approval by the County Engineer or Commissioners Court. Payment for the installation of such control signs or devices shall be the responsibility of the Developer.

#### **B.8. PAVEMENT DESIGN**

This Section applies to pavements for all subdivision roads, whether intended for acceptance by the County for maintenance or for private maintenance.

- A) The full-depth (surface course, base layers, sub-grade) pavement structure for roadways shall be designed by a Professional Engineer for a 20-year life before the first structural overlay is anticipated.
- B) Acceptable pavements consist of chip seal, HMAC and concrete paving subject to the following criteria:
  - 1) Urban Subdivisions shall utilize HMAC or concrete pavement.
  - 2) Rural Subdivisions may use chip seal on streets with less than 2,501 ADT per day.

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- 3) Type "D" HMAC shall be used as the surface course for local streets with ADT less than 500 unless the percentage of truck traffic is greater than 10. Type "C" HMAC shall be used as the surface course in all other applications.
  - 4) The Developer may post a Cash Security Agreement with the County for the cost of an intermediate structural overlay if the Developer desires to stage-construct the 20-year design-life pavement structure.

## **B.9. MAJOR STRUCTURES AND BRIDGES**

- A) Design of major structures shall conform to the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges. Proprietary bridge, culvert, or retaining wall designs must be approved by the County Engineer.
- B) Bridge design loading and widths for residential roads shall conform to TxDOT design requirements or as directed by the County. Structures of this nature require review and specific approval from the County.

## **C. APPENDIX C – WORK IN THE PUBLIC RIGHT-OF-WAY**

### **C.1. PERMIT REQUIREMENT FOR WORK IN THE PUBLIC RIGHT-OF-WAY**

- A) No person shall engage in any construction, repair or excavation within any street, alley easement or other public right-of-way within the jurisdiction of Caldwell County without first obtaining a permit from the County. The requirement to obtain a permit covers placement of fill; grading; paving; surveying; boring under the highway; blocking of traffic; construction of utilities, driveway aprons, sidewalks, signage, and drainage facilities and any other activities which may affect normal operations within the public right-of-way.
- B) Before start of construction within the public right-of-way, the County Unit Road Administrator shall review and approve all construction plans and specifications to assure that work will be performed in accordance with County codes and requirements. All construction activity, materials, plans and specifications shall be available at all times for inspection by the Unit Road Administrator's office.
- C) In addition to detailed design plans and specifications for proposed improvements, construction plans and reports shall provide the following information:
  - 1) lot dimensions and lot addresses.
  - 2) location of all existing improvements and vegetation in the public right-of-way including buildings, utilities, pavements, signage and trees.
  - 3) location, dimensions and depths of all existing utility connections.
  - 4) a traffic control plan, if required.
- D) Construction work in the public right-of-way may result in damage to public or private infrastructure including water and wastewater utilities; storm drainage facilities; and gas, electric, telephone, and cable

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lines. No person shall be issued a permit pursuant to this chapter unless the applicant presents with the application, or has on file with the Unit Road Administrator, a certificate of public liability insurance in an amount as specified on the permit application form.

- E) The relocation and/or adjustment of any existing public or private utility or infrastructure in preparation for construction activity shall be the responsibility of the applicant. Proposed coordination activities for pre-construction adjustments to public and private utilities, drainage facilities, traffic control signs and signalization devices, or other existing improvements in the public right-of-way shall be reviewed and approved by the Unit Road Administrator prior to construction.
- F) Installation of underground utilities in the right-of-way shall include detectable underground warning tape.
- G) All work shall be expeditiously performed and completed as soon as reasonably possible. Upon completion of construction or repair, the applicant shall promptly backfill any street, alley, easement or public right-of-way in which applicant has made any excavation. Permanent ~~pavement~~ ~~asphalt~~ repairs shall be completed by the applicant no later than three (3) days after the excavation has been backfilled, unless otherwise authorized by the Unit Road Administrator.
- H) The applicant shall continuously maintain the construction, repair or excavation site in a safe condition and keep the site free from any condition that may cause risk of harm to any person or property at all times after the work has commenced and until all work, including permanent patching, has been completed and accepted by the County. During such time, applicant shall provide, install, and continuously maintain proper safeguards, signs and barricades at the construction site.
- I) The applicant shall warrant to the County the adequacy and continued satisfactory condition and function of all backfill and permanent patches installed by the applicant or by any agent or employee of the applicant for a period of two (2) years after the construction activities have been released by the County.
- J) If the applicant fails to install permanent patching within three (3) days after completion of backfill, or if the applicant fails to honor the warranty set forth above, after demand by the County, the County shall complete the work and make such repairs as are necessary. If such repairs are completed by the County, the County may charge the cost of repairs to the applicant.
- K) Construction materials and equipment shall not be stored or parked in the public right-of-way, unless otherwise noted as a condition of this permit.
- L) Permits for performance of work in the public right-of-way shall expire 6 months from the date of issuance unless extended in writing.

## C.2. REQUIREMENTS FOR DESIGN AND CONSTRUCTION OF DRIVEWAYS

This Section provides minimum and desirable design criteria along with provisions and requirements for safe and convenient access to abutting private property from streets and highways. The intent is to assure that access is provided with a minimum of interference with the free and safe movement of vehicular and pedestrian traffic and to prevent traffic congestion arising from vehicular entry to or exit from abutting private property.

A maximum of three (3) driveways with a maximum combined width of thirty (30) feet may be permitted for each lot provided that appropriate spacing and offsets are observed for the type of roadway as follows:

	Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street	Minimum Offset to edge of Driveway on Opposite Side if not Aligned
Local Street (Rural)	75'	N/A
Local Street (Curb/gutter)	25'	N/A
Collector Street	150'	75'
Arterial Street	300'	150'

### Criteria

#### Single Family

	Minimum	Desirable	Maximum
Width	12'	18'	25'
Curb Return Radius	5'	5'	10'

#### Duplexes and Townhomes, and Joint Use Driveways serving two units/lots

	Minimum	Desirable	Maximum
Width	15'	18'	25'
Curb Return Radius	5'	8'	10'

#### Joint Use Driveways serving three or more lots

	Minimum	Maximum
Width	20' (if restricted against parking)	25' (otherwise)
Curb Return Radius	10'	25'

#### Multi-family, Commercial, Industrial Uses

	Minimum	Maximum
Width – case by case		
Curb Return Radius Collectors	15'	25'
Curb Return Radius Arterials	25'	35'

[All existing County Roads and Private Streets are assumed to be Collector Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state](#)

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roadways are assumed to be an Arterial Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification.

A Waiver from the maximum number and combined width of drive-ways may be granted if the applicant submits a Traffic Impact Analysis (TIA) that demonstrates the roadway(s) being accessed to are of adequate ROW, paved width and the pavement cross-section is generally sufficient to handle the proposed traffic or that the applicant makes such improvements as may be called for in the TIA.

Driveways shall be designed as follows:

- 1) The angle of driveway approach shall be approximately 90 degrees for two-way driveways, and 45-90 degrees for one-way driveways.
- 2) If a curb inlet is present, there shall be ten (10) feet between the inlet opening and the edge of a driveway curb return.
- 3) All driveways must be constructed within the street frontage of the subject property as determined by extending the side property lines to the curb line. Neither the driveway nor the curb returns shall overlap adjacent property frontage without written approval from the adjacent property owner.
- 4) Driveway widths (including curb returns) may not exceed 70 percent of roadway frontage.
- 5) Joint Use Driveways may be approved provided that a permanent written access easement is obtained. The subdivider must include a plat note and provide dedication documents indicating that maintenance of the joint use driveway shall be the responsibility of the lot owners served by the joint use driveway. A maximum of five (5) residences may be served by a single joint use driveway. If more than three (3) residences are to be served by a single joint use driveway, the following requirements apply:
  - a) The Developer must construct a driveway, designed by a Professional Engineer, to have an all-weather surface and a pavement structure meeting at least private street standards.
  - b) The Developer must construct a turnaround meeting fire department criteria at the end of the driveway, or no further than 200 feet from the end of the driveway.
  - c) The joint use access easement must be dedicated as a public utility easement and/or drainage easement unless otherwise approved by the County Engineer.
  - d) The Developer must erect signs indicating "private driveway" at the entrance to a joint use driveway and include a plat note indicating that maintenance of the driveway will not be the responsibility of the County.
  - e) If the Developer records a restrictive covenant and places signage that prohibits the parking of vehicles along a joint use driveway, then the joint use driveway paved surface may be a minimum width of 20 feet. Otherwise, the paved surface of the driveway may be no less than 25 feet wide.
- 6) Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater. Driveways shall not be constructed within the curb return of a street intersection.

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- 7) Where a driveway crosses or adjoins a sidewalk, walkway, or an accessible path of travel (as defined by the Americans with Disabilities Act of 1990) the driveway grade shall be a maximum of two (2) percent, over a minimum throat length of three (3) feet contiguous with the sidewalk, thereby effectively matching the cross slope of the sidewalk or accessible path of travel across the full width of the driveway.
  - 8) Driveway aprons constructed within the public right-of-way and permitted under these provisions shall be exclusively for the purpose of providing access to lots adjacent to the public right-of-way. Maintenance of driveway aprons shall be the responsibility of the land owner.

#### **D. APPENDIX D – EASEMENTS AND RIGHT-OF-WAY REQUIREMENTS**

- A) When the Court finds that easements in areas adjoining a proposed subdivision are necessary to provide adequate drainage thereof or to serve such subdivision with utilities, the subdivider shall obtain such easements from the appropriate entity prior to Final Plat approval.
- B) All easements or fee strips created prior to the subdividing of any tract of land must be shown on the subdivision plat with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and the facilities contained therein. The dimension of the easement or fee strip shall be tied to all adjacent lot lines, street right-of-way and plat boundary lines. The recording reference of the instruments creating and establishing said easement or fee strip shall be provided.
- C) Appurtenances within an easement shall not destroy lot corners nor overlay a lot line. Easements shall not be used as driveways except as specifically identified as Joint Use Driveways under this Ordinance. Easements shall be maintained (mowed, cleared, etc.) by the landowner.
- D) Drainage Easements shall be provided where concentrated flows are conveyed away from roads or through lots or tracts. Drainage easements shall be at least twenty-five (25') wide for open channels and shall be sized at a minimum to accommodate the 100-year floodplain. A note shall be provided on the plat indicating that all property owners are to keep drainage facilities and easements clear of fences, buildings, planting and other obstructions which may affect the flow of water or the ability to operate and maintain the drainage facility. County employees shall have the right to enter any drainage easement.
- E) Service ways for off-street loading and unloading, not less than twenty feet (20') in width, shall be provided to serve commercial and industrial sites and aligned so as to be convenient to driveway entrances and exits.
- F) In those instances where easements have not been defined by accurate survey dimension, such as an "over and across" type easement, the subdivider shall request the information from the owner of such easement through the property within the plat boundaries. If the holder of an undefined easement does not define the easement involved and certifies his refusal to define such easement to the Court, the subdivision plat must provide accurate information as to the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owner's right.
- G) A letter, statement, or other instrument from the owner of any privately owned easement within the plat boundaries must be provided where such easements are proposed to be crossed by streets (either public

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or private), or a public utility, or drainage easements, stating that the owner of such easement approves such crossing of his/her private easements for the purposes intended and depicted upon the plat. Where an instrument of record is submitted in lieu of a letter or statement from the owner of any such private easement, the Court shall then refer such instrument to the County's attorney for his/her determination as to whether the conditions in such instrument are sufficient to adequately provide or accommodate the crossings of such private easement by the proposed streets (either public or private), public utility, or drainage easements depicted on the plat.

- H) Easements across parts of a lot other than as described above shall be required as deemed necessary by the Court. All such utility, access, and drainage easements shall be so aligned as to permit construction of utilities therein at a minimum cost.

## **E. APPENDIX E – DRAINAGE DESIGN REQUIREMENTS**

### **E.1. DRAINAGE DESIGN GENERAL REQUIREMENTS**

- A) The owner of the property to be developed is responsible for the conveyance of all stormwater flowing through the property, including present and future stormwater that is directed to the property by other developed property or naturally flows through the property because of the topography.
- B) Stormwater conveyance and drainage facilities shall be designed and constructed sufficient to assure that:
- 1) The effects of any proposed increase in stormwater flows, to, from, across, or along subdivision or site development properties is properly attenuated in a manner which will assure compliance with Texas Water Code Section 11.086.
  - 2) All at-grade and subsurface drainage facilities shall be designed to convey at a minimum the storm runoff flows from the 25-year frequency storm. Storm runoff flows up to and including the 100-year frequency event shall be conveyed within defined public rights-of-way or drainage easements.
  - 3) Proposed drainage facilities of all types shall be designed to prevent collection and pooling of storm flows which may become stagnant.
  - 4) Stormwater discharge to natural channels shall be returned to a sheet flow condition before reaching the stream bank OR channel stabilization shall be utilized to prevent erosion caused by the discharge.
  - 5) Erosion and sedimentation shall be controlled, both temporarily during construction and permanently thereafter, so as to prevent siltation of water courses.
- C) Design and construction of flood detention facilities serving residential subdivisions is the responsibility of the Developer.
- D) Design and construction of flood detention facilities serving commercial or multi-family subdivisions is the responsibility of the Developer. Flood detention facilities may serve multiple lots or be located on each lot individually:
- 1) Detention facilities serving more than one commercial or multi-family lot and constructed by the Developer at the time of subdivision shall be dedicated and maintained by an Improvement District or



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the Home Owners (or Property Owners) Association (HOA / POA). The plat for lots served by this type of facility or facilities shall include: a) necessary easements and drainage facilities to be conveyed from each lot to the facility; and b) a notation on the plat identifying each lot to be served by the common facility.

- 2) Where detention facilities serving commercial or multi-family lots are not constructed by the Subdivider, the plat for such lots shall include a notation indicating that each lot is to comply with the provisions of the Caldwell County ordinances in effect for drainage and floodplain at the time of site construction.

E) The County Engineer may waive the requirement for flood detention if:

- 1) adequate conveyance for the 100-year frequency storm is available in easements shown on the plat or in a separate drainage easement obtained by the applicant;
- 2) engineering analysis demonstrates that undetained flood flows can be conveyed without adversely impacting adjacent, upstream or downstream properties (or that such impacts are contained within drainage easements obtained by the Developer); and
- 3) the applicant agrees to provide stormwater quality measures (BMP's) to serve the proposed development which are considered adequate by the Commissioners Court and the County Engineer. Water quality controls shall be equivalent or superior to those required by the Lower Colorado River Authority (LCRA) Water Quality Technical Manual. If at the time of proposed development, the Guadalupe-Blanco River Authority adopts measures applicable to the Plum Creek or Geronimo/Alligator Creek watersheds, these standards may be substituted.

F) If the proposed development will require revision of the 100-year floodplain as defined in the County's Flood Insurance Rate Maps (FIRM) under FEMA's National Flood Insurance Program (NFIP) regulations 44 CFR Part 65, the applicant shall, at the applicant's expense, file a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) request with FEMA and provide all necessary data and materials to satisfy FEMA requirements for approval of the revision. Procedures for floodplain revisions are described in Appendix H below.

G) The record owner of a detention basin or appurtenance that receives stormwater runoff from a commercial or multifamily development shall maintain the basin or appurtenance. Maintenance of detention basins or appurtenances that are integral parts of roadways accepted for maintenance by a political subdivision shall be the responsibility of the accepting entity.

H) The responsibility of the owner or developer shall extend to provision of adequate off-site drainage improvements to accommodate the full effects of the development of his/her property. When the owner/developer certifies by affidavit that a bona fide attempt to meet off-site drainage requirements has not been successful, the County may assist, at its discretion, in the acquisition of necessary property rights to provide for construction of off-site drainage improvements. The owner/developer shall make adequate guarantees that he/she will stand the full cost of acquiring said property rights and shall retain full responsibility for construction of the required off-site improvements.

I) If the construction or improvement of a stormwater drainage facility is required along a property line that is common to more than one property owner, the owner proposing the development is, at the time the property is developed, responsible for each required facility on either side of the common property line,

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including the responsibility to dedicate or obtain the dedication of any necessary right-of-way or drainage easement.

## E.2. DRAINAGE DESIGN CRITERIA

- A) Caldwell County drainage policy shall govern the planning and design of drainage infrastructure subject to the jurisdiction of this ordinance. Notwithstanding, all designs shall be in accordance with sound engineering practices and shall not necessarily be limited to minimum criteria when it is deemed by the County Engineer to be necessary for the welfare or safety of the public to implement more stringent requirements or criteria.
- B) Drainage design sheets shall indicate channel or water course cross-sections at sufficient spacing, scale and dimension to adequately determine or delineate the water surface profile, velocity, and other necessary parameters of the design flow under consideration.
- C) Drainage design calculations shall be presented legibly and with a clear and logical progression on the plan sheets or in a separate report document.
- D) Hydrologic Methods – Hydrologic design procedures used to calculate stormwater flow rates must be consistent when drainage areas are combined. In all cases, the hydrologic method required for the largest drainage area shall be used for all sub-watersheds. Hydrologic design procedures shall conform to the following methods where appropriate:
- 1) The Rational Method may be used for drainage areas not exceeding one hundred (100) acres.
  - 2) The U.S. Corps of Engineers hydrologic model HEC-HMS or the Soil Conservation Service (now NRCS) model SCS TR-20 shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres. TR-55 may be used for developing times of concentrations (lag times). When utilizing TR-55 Sheet Flow Lengths shall not exceed 100-ft for developed conditions or 300-ft for undeveloped conditions and Shallow Concentrated Flow Lengths shall not exceed 1,000-ft under any circumstances unless evidence is submitted to the satisfaction of the County Engineer that special circumstances exist that warrant the use lengths exceeding these limits.
  - 2)3) Alternate methods may be approved by the County Engineer on a case-by-case basis.
- E) Hydraulic Methods – Hydraulic design procedures used to calculate water surface elevations, flow velocities, energy grade lines or other hydraulic parameters shall conform to the following methods where appropriate:
- 1) Manning's Equation may be used for computing normal depths for steady flows confined to uniform channels with free surface flow.
  - 2) The riverine hydraulics program HEC-RAS Flood Plain Hydraulics, developed by the US Army Corps of Engineers, or WSP2 (Water Surface Profile 2), developed by the Soil Conservation Service, shall be used for analysis of non-uniform flow and of backwater profiles.
  - 3) StormCad, developed by Bentley Systems, or Hydraflow Storm Sewers, developed by Autodesk shall be used for design of storm sewer systems.

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- 4) Alternative hydraulic analysis methodologies including multi-dimensional and/or unsteady flow models for open channel flow or alternative storm sewer analysis methodologies may be allowed subject to prior approval by the County Engineer.
- F) Drainage plans shall show the design in plan and profile on the same sheet and shall have a scale ratio no larger than 1" = 50' horizontal to 1" = 5' vertical.
- G) The maximum allowable flow velocity in open channels for the 100-year frequency storm is six feet (6') per second. The minimum allowable flowline slope in open channels is one (1) percent. Use of a concrete low flow inset channel allows a minimum flowline slope of 0.5%. Alternative design values may be acceptable subject to review and approval by the County Engineer.
- H) Channel sideslopes may not be steeper than 3:1 (H:V) unless provided with structural or other measures designed by a qualified engineer to assure slope stability.
- I) The engineer must take care to insure open channel flow designs provide adequate freeboard to accommodate hydraulic jumps which may occur in the channel when considering the 25- and 100-year storms.
- J) For non-curbed streets, all flows shall be contained within parallel roadside ditches. Concrete or rock retards shall be used when design velocities exceed five feet (5') per second. Roadside drainage ditches without a protective lining shall have an established vegetative cover.
- K) Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of TxDOT standards.
- L) For bridges and culverts constructed on streets in urban or rural subdivisions serving residential properties, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than twelve (12") inches. For bridges and culverts constructed on streets other than in residential neighborhoods, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than six (6") inches.
- M) Where a floodplain delineation is required, its determination shall be based on the projected full development of all properties contributing to the point of consideration assuming no flood detention. The design engineer may elect to incorporate the flow reduction benefits of upstream flood detention subject to the following required field and hydrologic investigations:
- 1) a field survey of the existing physical characteristics of both the outlet structure and ponding volume of upstream flood detention facilities.
  - 2) a comprehensive, spacially and temporally accurate hydrologic analysis of contributing hydrographs.
- Approval of flow reductions associated with upstream detention are subject to review and approval by the County Engineer.
- N) The design engineer may elect to utilize a floodplain delineation previously approved by the County Engineer, assuming the same is still applicable under present requirements and criteria. In so doing, the engineer does not remove himself from responsibility for the delineation's accuracy.

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- O) A drainage area of 64 acres or greater is required within a contributing watershed to create a “floodplain”. For areas of flow with less than 64 acres of contributing area, no floodplain must be defined; however, with regard to the drainage design criteria presented herein, any concentrated flow shall be contained in a dedicated drainage easement.
  - P) Drainage easements shall provide additional width necessary to allow safe ingress and egress for maintenance activities and equipment.
  - Q) All new bridges shall be designed to convey a 100-year frequency storm. The water surface profile elevation shall not exceed the low chord elevation of the bridge structure.
  - R) The 25-year hydraulic grade line shall be at or below the gutter line and shall in no case surcharge back through an inlet or inlets.
  - S) All storm sewers, inlets, manholes or junctions shall be designed in accordance with Texas Department of Transportation hydraulic criteria.
  - T) Headwalls, wing-walls, ditch checks, inlets or other drainage structures shall be designed in accordance with Texas Department of Transportation standards.

## **F. APPENDIX F – EROSION AND SEDIMENT CONTROL REQUIREMENTS**

- A) Minimum requirements for temporary and permanent erosion control design for site and subdivision projects shall be as follows:
  - 1) The temporary (construction-phase) erosion control plan shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage to adjoining property.
  - 2) The permanent erosion control plan shall be sufficient to:
    - a) Permanently stabilize all disturbed areas with vegetation, including slopes and embankments.
    - b) Prevent erosion at culvert and storm sewer outlets, at bridges, and within channels through use of energy dissipaters, rip-rap, level spreaders, vegetative channel treatments, erosion resistant structural linings or gabions; erosion control blankets, retards or drop structures both during and after the vegetation re-establishment period.
    - c) Protect the integrity of structural improvements including prevention of ongoing sedimentation of drainage structures, channels, and roadside drainage ditches.
- B) Stormwater discharges from all land development projects must conform to the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act which is administered through the U. S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality. Based on construction scope and total acreage of disturbed soil area, requirements may include compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan (SWPPP), and construction start and completion notifications. [lf](#)

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applicable, the project SWPPP shall be submitted to the County prior to the pre-construction meeting or commencement of soil disturbing activities, whichever occurs first.

- C) Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside ditches on steep slopes. Retards shall be designed to reduce flow velocities to a non-erosive level and to prevent storm flows from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

## **G. APPENDIX G – PROTECTION OF STREAMBANKS AND BLUFFS**

### **G.1. STREAM SETBACK REQUIREMENTS**

Development activity in Caldwell County, including grading, clearing and construction, shall be set back from the ~~top of the streambank~~centerline of waterways the following distances based upon the size of the contributing watershed:

- |   |          |
|---|----------|
| A) Minor Waterways (64 to 320 acres)          | 50 feet  |
| B) Intermediate Waterways (320 to 1280 acres) | 100 feet |
| C) Major Waterways (greater than 1280 acres)  | 150 feet |
- D) Setback distances shall in no case extend more than twenty-five (25') feet beyond the limits of the 100-year floodplain.

### **G.2. BLUFF PROTECTION**

Development activity including clearing of natural vegetation shall be set back from the crest of a bluff (or top of bank) a distance of 75 feet from the top of the bluff OR a horizontal distance equal to three (3) times the height from the toe to the top of the bluff, whichever is less.

### **G.3. EXEMPTIONS**

Development activity exempted from this requirement includes: necessary roadway crossings, utilities, driveways, and trails designed to minimize disturbance to the protected zone to the maximum extent practical (subject to the approval of the County Engineer).

### **G.4. WAIVER**

A waiver from these requirements ~~may~~will be granted if:

- 1) a water quality plan meeting or exceeding the requirements of the LCRA Water Quality Management Technical Manual (or other equivalent entity as may be recognized by Caldwell County) is implemented within the subdivision; and
- 2) a geotechnical analysis demonstrates that the streambank slope or bluff is sufficiently stable to support itself and any proposed structures located along the crest of the bluff or engineering measures are employed to stabilize the slope.

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Waiver of setbacks under this section does not permit the filling in or re-routing of natural streams, creeks, or waterways with an identifiable stream bed and banks, watercourses that may meet the definition of Waters of the State of Texas, or Waters of the United States.

## **H. APPENDIX H – FLOODPLAIN REVISION REQUIREMENTS**

- A) Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or construction permits in Caldwell County shall include detailed hydrologic and hydraulic analyses of existing and proposed FEMA regulatory base flood elevations and floodplain boundaries. When it is determined by the County Engineer or Floodplain Administrator that proposed development may cause changes to floodplain characteristics along FEMA-regulated streams within the County's jurisdiction, the applicant shall submit appropriate applications and documentation to FEMA. The applicant shall provide the County Engineer and Floodplain Administrator copies of ongoing application processing and comments response necessary to achieve FEMA approval of map revisions.
- B) Applications to FEMA required by the County may include one or more of the following:
- 1) Letter of Map Revision Based on Fill (LOMR-F): A LOMR-F application is submitted when a structure or parcel has been elevated on fill above the BFE and is therefore excluded from the SFHA.
  - 2) Letter of Map Amendment (LOMA): A LOMA is an official map revision by letter to the effective NFIP map based upon review of scientific or technical data submitted by the Owner of a property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA.
  - 3) Letter of Map Revision (LOMR): A LOMR application seeks from FEMA a letter authorizing official revision of an effective FIRM based on updated, detailed hydrologic and hydraulic modeling of physical changes to channels and other flow conveyance facilities resulting from improved topographic or drainage structures data, structural flood control improvements, or evidence of actual flooding patterns following an extreme rainfall event. Issuance of an approved LOMR by FEMA results in an official change to the community's Flood Insurance Rate Map(s).
  - 4) Conditional Letter of Map Revision (CLOMR): A CLOMR request is submitted to FEMA when a community, a developer, or a property owner seeks pre-construction FEMA review and comment on a proposed project which will affect local BFE's and floodplain boundaries. A CLOMR is FEMA's determination as to a project's ability to comply with minimum NFIP floodplain management criteria. If the project complies, the CLOMR also describes the character of probable revisions to NFIP maps but does not represent a binding commitment from FEMA regarding future flood boundary locations or BFE's. Conditional letters may also be requested for a LOMR-F and a LOMA.
- C) Depending upon the character and location of proposed changes to base flood elevations, the County Engineer may require the applicant to complete the processing of a Conditional Letter of Map Revision (CLOMR) prior to issuance of a site or subdivision permit.

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D) The County Engineer may also require performance of a regulatory floodway determination as a means of allowing development in flood-prone areas while limiting the magnitude of long term flood hazards. The regulatory floodway constitutes the stream channel plus that portion of the overbank area which must be kept free of encroachment in order to allow conveyance of the 100-year flood without increasing base flood elevations by more than one foot (or an alternative threshold as determined on a case-by-case basis by the County Engineer). Construction within the floodway fringe (non-floodway) portion of the floodplain requires finished floor elevations to be placed at least two feet above the corresponding base flood elevation.

**24. Discussion/Action** to consider a variance request from the Caldwell County Subdivision Ordinance concerning the lot frontages for the Re-Plat of Lots 2-B North and 2-B-South of Pecan Meadows subdivision located on FM 1854. **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 9.**



# Plat of Lots 2-B-North and 2-B-South of Pecan Meadows

A Re-sub of Lot 2-B of Pecan Meadows in Caldwell County, Texas

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS, THAT EMILIO HERNANDEZ AND ELIDA HERNANDEZ, BEING THE OWNERS OF LOT 2-B OF PECAN MEADOWS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT CABINET A SLIDE 37 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS AND DIVIDED BY A DEED RECORDED IN VOLUME 258 PAGE 379 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS AND HEREBY SUBDIVIDE THE SAID LOT 2-B IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 232.118-9 AND THE MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS

### LOT 2-B-NORTH AND 2-B-SOUTH OF PECAN MEADOWS

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

DATE \_\_\_\_\_ BY EMILIO HERNANDEZ  
13159 FM 1254  
DALE, TEXAS 75818

DATE \_\_\_\_\_ BY ELIDA HERNANDEZ  
13159 FM 1254  
DALE, TEXAS 75818

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by EMILIO HERNANDEZ.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Notary Public in and for the State of Texas

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by ELIDA HERNANDEZ.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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.  
IN WITNESS WHEREOF, my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jerry L. Hinkle  
Registered Professional  
Land Surveyor 05439  
A Seal Seal

STATE OF TEXAS  
COUNTY OF CALDWELL

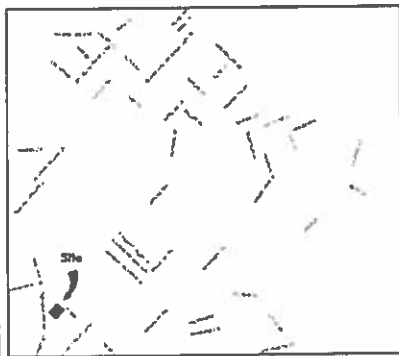
I, Kenneth Schewe, County Judge of Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be recorded in the Plat Records of Caldwell County, Texas.

Kenneth Schewe  
Caldwell County Judge

STATE OF TEXAS  
COUNTY OF CALDWELL

I, Carol McComb, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M and duly recorded on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Plat Records of Caldwell County, Texas in Plat Cabinet \_\_\_\_\_ at this \_\_\_\_\_.

Carol McComb  
County Clerk



Neatly Map  
Not to Scale



#### REVISIONS:

- 1) The Lot shown on the Plat, Zone "K" and has been determined to have no special flood hazard, according to FEMA Flood # 889926G/77E effective date June 18, 2012.
- 2) The Subdivision is located within the jurisdiction of the Leitchburg Independent School District.
- 3) The Subdivision is located within Caldwell County Precinct # 4.
- 4) The Subdivision is serviced by Christus Tri-Valley and Baptist.
- 5) The original recorded plats of record are in possession shown on this plat.
- 6) The parcel lies entirely in the Mustang Ridge FTI.
- 7) In order to provide safe use of roadways and preserve the condition of public roadways, no driveway constructed on any lot within the subdivision shall be permitted access onto a publicly dedicated county roadway and or State Highway unless a DRIVEWAY PERMIT has been issued by the appropriate County Road and Bridge Department and or TxDOT.
- 8) No Lots are to be occupied until a DWSP Permitted as public cover, or for and electricity and roads have been provided and construction is completed and approved by Caldwell County Emergency Department.
- 9) UTILITIES Provided by:  
ELECTRICITY: Bluebonnet Electric Cooperative, Inc.  
WATER: Comalwater-Mulita Water Supply Corp.
- 10) All drainage easements on private property shall be maintained by the owner of lot/bar easings.
- 11) Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Mustang Ridge, Texas.
- 12) Raised run-off shall be held to the amount of existing or unimproved status by grading or other approved methods.
- 13) No obstructions, including but not limited to buildings, fences, landscaping or other structures in any manner whatsoever are approved by Mustang Ridge.
- 14) RECORD OWNERS OF LAND: Emilio Hernandez and Elida Hernandez  
OWNER OF PLAT: Hinkle Surveyors, P.O. Box 1827, Leitchburg, TX 78644 (512) 298-2808  
DATE OF PREPARATION: July 2018  
SURVEYOR: Jerry L. Hinkle, R.L.S. 05439 P.O. Box 1827, Leitchburg, TX 78644 (512) 298-2808  
15) Lot Closure-- Lot 2-B-North-1 in 238704-3; Lot 2-B-South-1 in 217273-E

#### LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being all of Lot 2-B of Pecan Meadows according to the map or plat thereof recorded in Plat Cabinet A-Slide 37 of the Plat Records of Caldwell County, Texas and approved by Emilio Hernandez et al by deed recorded in volume 258 Page 379 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2" iron pin found used for corner of bearing in the East corner of the above mentioned Lot 2-A and the SW line of Farm to Market #1254 and the apparent North corner of a tract of land designated as Lot 2-C of the above mentioned Pecan Meadows for the East corner the plat.

**THENCE** S 49 degrees 08 minutes 09 seconds W with the SE line of the said Lot 2-B and the apparent NW line of the above mentioned Lot 2-C 395.73 feet to a 1/2" iron pin found in the south corner of the said Lot 2-B and the apparent East corner of a tract of land designated as Lot 2-D of the said Pecan Meadows for the South corner the plat.

**THENCE** N 41 degrees 30 minutes 40 seconds W with the SW line of the said Lot 2-B and the apparent NE line of the above mentioned Lot 2-D 340.36 feet to a 1/2" iron pin found in the West corner of the said Lot 2-B and the apparent South corner of a tract of land designated as Lot 2-A of the said Pecan Meadows for the West corner the plat.

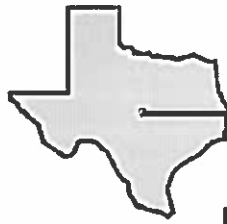
**THENCE** N 43 degrees 37 minutes 45 seconds E with the NW line of the said Lot 2-B and the apparent SE line of the above mentioned Lot 2-A 283.02 feet to a 1/2" iron pin found used for corner of bearing in the North corner of the said Lot 2-B and the SW line of Farm to Market #1254 for the North corner the plat.

**THENCE** S 44 degrees 25 minutes 00 seconds E with the NE line of the said Lot 2-B and the SW line of Farm to Market #1254 298.88 feet at the place of beginning containing 2.493 acres of land more or less.

Plot Date: 07/20/18	Scale: 1" = 300'
Plot No: 05439	County: Caldwell
Plot No: 05439	Plot No: 05439
Plot No: 05439	Plot No: 05439

**HINKLE**  
**SURVEYORS**

P.O. Box 1827 1109 S. Main Street Leitchburg, TX 78644  
Ph: (512) 298-2800 Fax: (512) 298-7800 Email: contact@hinklesurveyors.com  
www.hinklesurveyors.com Firm Registration No. T00066-00



**HINKLE**  
**SURVEYORS**

**PO Box 1027 Lockhart TX 78644**

**Ph: 512-398-2000 Fax: 512-398-7683**

**Registration Firm #10086600**

**June 26, 2018**

**Kasi Miles  
Caldwell County Regulations Coordinator  
County Barn @ FM 2720  
Lockhart TX 78644**

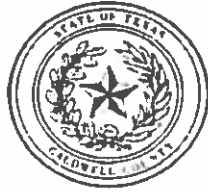
**Re: Caldwell County, TX  
PID No: 13000 Owner: Hernandez  
13559 FM 1854  
Dale TX 78616**

**Dear Ms. Miles,**

**According to Ms. Thomas, County Engineer, we need to ask for a variance to the lot frontages for the re-subdivision of Lot 2-B located off of FM 1854. We are creating a joint access easement for this division as TX Dot will not allow another entrance off of FM 1854.**

**Jerry L Hinkle, RPLS 5459  
Registered Professional Land Surveyor**

**Ken Schawe**  
County Judge  
512 398-1808



**Terry Wright**  
Commissioner Precinct 1

**Edward Moses**  
Commissioner Precinct 2

**Jacquelyn Thomas, P.E.**  
County Engineer  
512 359-4661

**Edward "Ed" Theriot**  
Commissioner Precinct 3

**Kasi Miles**  
Subdivision Coordinator  
512 398-1803

**Engineering and Subdivision Department**  
110 South Main Street  
Lockhart, TX 78644  
Fax: 512 398-1828

**Joe Ivan Roland**  
Commissioner Precinct 4

August 6, 2018

Commissioners Court  
Caldwell County  
110 South Main Street  
Lockhart, TX 78644

RE: Replat of Lot 2-B of Pecan Meadows Subdivision  
Property ID#13000

Judge and Commissioners,

The County Development Department has completed our review of the Replat application for Lot 2-B of Pecan Meadows Subdivision. This is a subdivision of Lot 2-B into two separate lots called Lot 2-B North and Lot 2-B South. The new lots consist of 1.000 and 1.493 acres, respectively and both lots front on a Public Road. The plat appears to be in general conformance with the rules and regulations of Caldwell County with the exception of minimum lot frontage requirements. A variance from the lot frontage requirement is recommended for Commissioners Court consideration. With the variance, we recommend placing the plat on Commissioners Court agenda for consideration, as well.

At your service,

*Jacquelyn M. Thomas*

Jacquelyn M. Thomas, P.E.  
County Engineer  
Caldwell County

*Kasi Miles*

Kasi Miles  
Subdivision Coordinator  
Caldwell County



GSC Enterprises, Inc. d/b/a

**FIDELITY**  
EXPRESS

The Total Solution®

INTERNATIONAL MONEY ORDER

380558591 1

78-354  
812

NOT VALID UNLESS MONEY ORDER IS MACHINE IMPRINTED ▲

PAY THIS AMOUNT  
NOT GOOD OVER \$500

03805585911

08/07/2018

\*\*TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS \*\*

0025089

54274099

\$275 DOLS 00 CTS



PAY TO THE ORDER OF  
Pague a la orden de

*Caldwell County*

PAYABLE THROUGH  
NORTH AMERICAN BANKING COMPANY  
MINNEAPOLIS

PURCHASER'S SIGNATURE in Ink as Issuer (Firma de Comprador en Tinta como Expedidor)

PURCHASER'S ADDRESS (Direccion del Comprador)

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE. AGENT NOT OBLIGATED TO CASH MONEY ORDER

⑆09⑆203557⑆97038055859⑆1⑆⑆

**CALDWELL COUNTY SANITATION DEPT.**

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

6602

DATE 8-7-18

RECEIVED FROM

*Elida Hernandez*

\$ 275.00

*Two hundred seventy-five dollars & no cents*

FOR *Variance - Replat of Pecan Meadows Lot #2*

AMOUNT OF ACCOUNT		
THIS PAYMENT	<i>275.00</i>	
BALANCE DUE	<i>0</i>	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY *Kasi L. Miles* **Thank You**

Caldwell CAD

Property Search Results > 13000 HERNANDEZ EMIGDIO & ELIDA for Year 2013

Property

Account

Property ID: 13000 Legal Description: PECAN MEADOWS, LOT 2-B, ACRES 2.5  
 Geographic ID: 0001855-000-024-00 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Location

Address: 13559 FM 1854 Mapsco: 03-304  
 DALE, TX 78616  
 Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304  
 Neighborhood CD: 4200

Owner

Name: HERNANDEZ EMIGDIO & ELIDA Owner ID: 52675  
 Mailing Address: 13559 FM 1854 % Ownership: 100.000000000000%  
 DALE, TX 78616-2941  
 Exemptions: HS, OTHER

Values

(+) Improvement Homesite Value:	+	\$40,670	
(+) Improvement Non-Homesite Value:	+	\$5,350	
(+) Land Homesite Value:	+	\$63,130	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$109,150	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$109,150	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$109,150	

Taxing Jurisdiction

Owner: HERNANDEZ EMIGDIO & ELIDA  
 % Ownership: 100.000000000000%  
 Total Value: \$109,150

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	Caldwell Appraisal District	0.000000	\$109,150	\$109,150	\$0.00	
CHES1	Caldwell-Hays ESD 1	0.100000	\$109,150	\$109,150	\$109.15	
FTM	Farm to Market Road	0.000100	\$109,150	\$99,150	\$0.10	\$0.26
GCA	Caldwell County	0.775200	\$109,150	\$99,150	\$498.19	\$456.71
SLH	Lockhart ISD	1.332360	\$109,150	\$70,150	\$513.30	\$442.02

Total Tax Rate: 2.207660

Taxes w/Current Exemptions: \$1,120.74

Taxes w/o Exemptions: \$2,409.66

## Improvement / Building

Improvement #1: RESIDENTIAL State Code: E Living Area: 1451.5 sqft Value: \$40,670

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R2 - RF	W	1936	689.5
MAEP	ENCLOSED PORCH (78% OF MAIN AREA)	*			78.0
MA	MAIN AREA	R2 - RF		1998	211.5
CP	DETACHED CARPORT	DCF2 - D		1999	150.0
MA	MAIN AREA	R2 - RF		2003	472.5
OP	COVERED PORCH (20% MAIN AREA)	*		0	336.0
DSTG	DETACHED STORAGE/UTILITY	SF2		2003	80.0
SD	SHED	SHF1 - D		2003	24.0
DSTG	DETACHED STORAGE/UTILITY	SF2		0	162.5

Improvement #2: MISCELLANEOUS State Code: E1 Living Area: sqft Value: \$5,350

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DSTG	DETACHED STORAGE/UTILITY	SF2		0	256.0
SD	SHED	SHF2 - D		0	246.0
DSTG	DETACHED STORAGE/UTILITY	SF2		0	133.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	2.5000	108900.00	0.00	0.00	\$50,130	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$13,000	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$46,020	\$63,130	0	109,150	\$0	\$109,150
2017	\$45,340	\$59,530	0	104,870	\$0	\$104,870
2016	\$44,870	\$57,170	0	102,040	\$0	\$102,040
2015	\$44,760	\$52,880	0	97,640	\$0	\$97,640
2014	\$44,940	\$50,880	0	95,820	\$0	\$95,820
2013	\$45,200	\$50,040	0	95,240	\$0	\$95,240
2012	\$45,380	\$46,920	0	92,300	\$0	\$92,300
2011	\$45,670	\$45,060	0	90,730	\$0	\$90,730
2010	\$45,920	\$39,320	0	85,240	\$0	\$85,240
2009	\$46,180	\$39,320	0	85,500	\$0	\$85,500
2008	\$46,440	\$38,310	0	84,750	\$0	\$84,750
2007	\$45,990	\$35,470	0	81,460	\$0	\$81,460
2006	\$45,990	\$35,470	0	81,460	\$0	\$81,460
2005	\$38,260	\$33,490	0	71,750	\$0	\$71,750

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/29/2000	WD	WARRANTY DEED	NELSON GEORGE	HERNANDEZ EMIGDIO & ELIDA	258	378	0
2		C/S	CONTRACT FOR SALE or DEED	NELSON GEORGE	NELSON GEORGE	SEE FILE		0
3		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	SOPER RUSSELL	NELSON GEORGE	5	353	0

## Tax Due

Property Tax Information as of 08/07/2018

Amount Due if Paid on: 

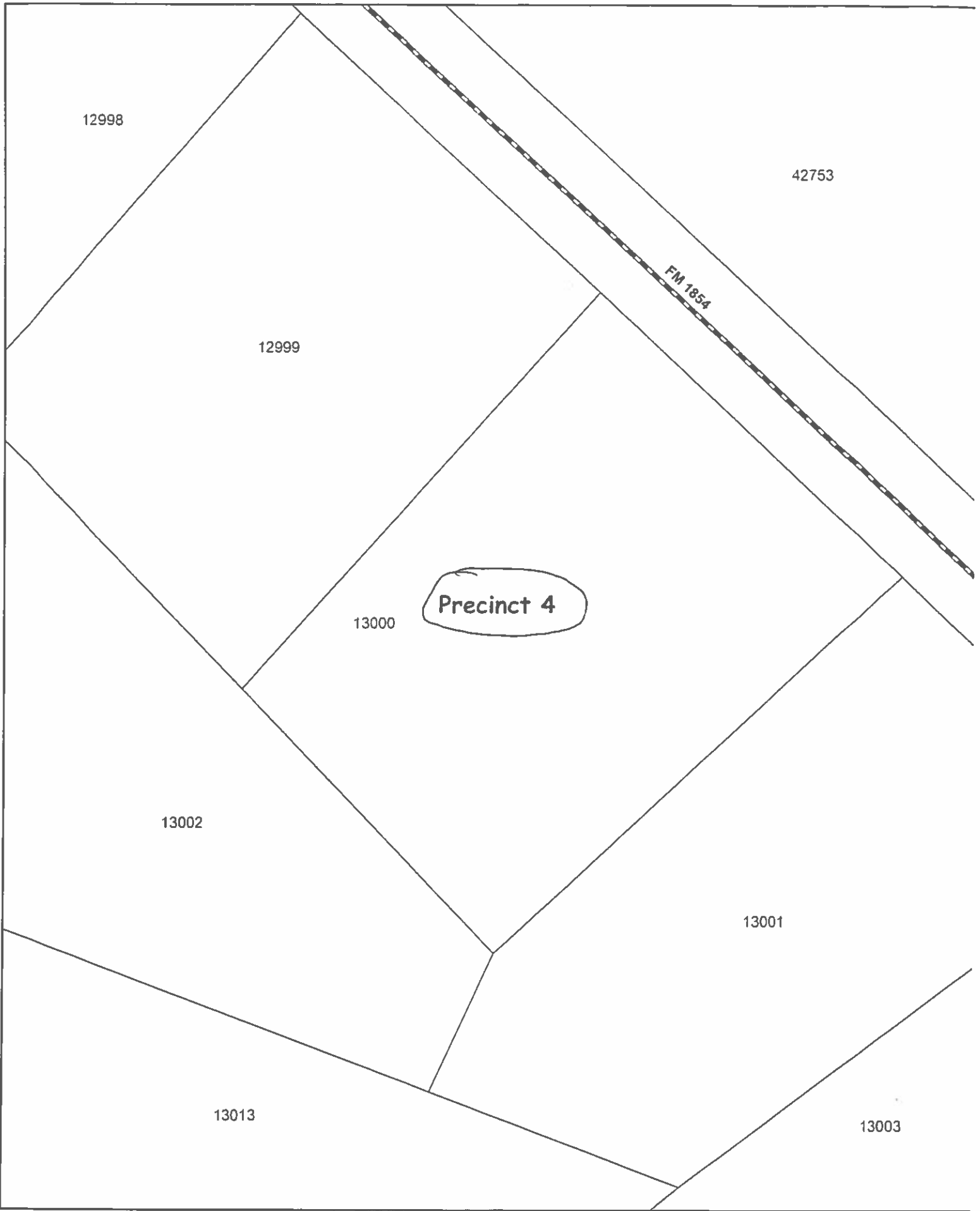
Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2017	Caldwell-Hays ESD 1	\$104,870	\$104.87	\$104.87	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$94,870	\$0.10	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$94,870	\$498.19	\$498.19	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$65,870	\$513.30	\$513.30	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2017 TOTAL:</b>		<b>\$1116.46</b>	<b>\$1116.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2016	Caldwell-Hays ESD 1	\$102,040	\$102.04	\$102.04	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$92,040	\$0.10	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$92,040	\$496.17	\$496.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$63,040	\$509.84	\$509.84	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2016 TOTAL:</b>		<b>\$1108.15</b>	<b>\$1108.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2015	Caldwell-Hays ESD 1	\$97,640	\$97.64	\$97.64	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$87,640	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$87,640	\$493.22	\$493.22	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$58,640	\$509.75	\$509.75	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2015 TOTAL:</b>		<b>\$1100.70</b>	<b>\$1100.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2014	Lockhart ISD	\$66,820	\$647.82	\$647.82	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$85,820	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$85,820	\$491.86	\$491.86	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell-Hays ESD 1	\$95,820	\$95.82	\$95.82	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2014 TOTAL:</b>		<b>\$1235.59</b>	<b>\$1235.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2013	Lockhart ISD	\$66,240	\$635.11	\$635.11	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$85,240	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$85,240	\$491.86	\$491.86	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell-Hays ESD 1	\$95,240	\$95.24	\$95.24	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$1222.30</b>	<b>\$1222.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Caldwell-Hays ESD 1	\$92,300	\$92.30	\$92.30	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$63,300	\$635.48	\$635.48	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$82,300	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$82,300	\$491.87	\$491.87	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$1219.74</b>	<b>\$1219.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2011	Caldwell-Hays ESD 1	\$90,730	\$90.73	\$90.73	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$61,730	\$639.23	\$639.23	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$80,730	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$80,730	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$1224.06</b>	<b>\$1224.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

2010	Lockhart ISD	\$56,240	\$639.59	\$639.59	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$75,240	\$0.08	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$75,240	\$494.02	\$494.02	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell-Hays ESD 1	\$85,240	\$85.24	\$85.24	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$1218.93</b>	<b>\$1218.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Lockhart ISD	\$56,500	\$641.49	\$641.49	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$75,500	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$75,500	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell-Hays ESD 1	\$85,500	\$85.50	\$85.50	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$1221.15</b>	<b>\$1221.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Caldwell-Hays ESD 1	\$84,750	\$84.75	\$84.75	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$55,750	\$641.09	\$641.09	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$74,750	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$74,750	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$1220.08</b>	<b>\$1220.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$71,460	\$0.29	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$71,460	\$488.28	\$488.28	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$52,460	\$630.57	\$630.57	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$1119.14</b>	<b>\$1119.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$78,460	\$0.39	\$0.39	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$81,460	\$523.95	\$523.95	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$66,460	\$1023.48	\$1023.48	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$1547.82</b>	<b>\$1547.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Lockhart ISD	\$56,750	\$959.08	\$959.08	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$68,750	\$0.41	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$71,750	\$451.38	\$451.38	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2005 TOTAL:</b>		<b>\$1410.87</b>	<b>\$1410.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Lockhart ISD	\$54,170	\$860.60	\$860.60	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$66,170	\$0.46	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$69,170	\$413.98	\$413.98	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2004 TOTAL:</b>		<b>\$1275.04</b>	<b>\$1275.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Lockhart ISD	\$39,020	\$571.80	\$571.80	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$51,020	\$0.41	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$54,020	\$306.08	\$306.08	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2003 TOTAL:</b>		<b>\$878.29</b>	<b>\$878.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Lockhart ISD	\$34,700	\$499.37	\$499.37	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$49,700	\$268.38	\$268.38	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$46,700	\$0.42	\$0.42	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2002 TOTAL:</b>		<b>\$768.17</b>	<b>\$768.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550





12998

42753

12999

FM 1854

Precinct 4

13000

13002

13001

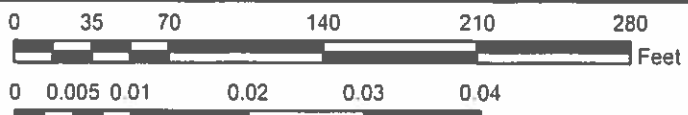
13013

13003

This map is being provided as a courtesy and should only be used as a general guide.  
 It is not a guarantee of location, configuration, size or title.  
 No warranty is expressed or implied to any user for any purpose.

This product is for informational purposes and may not have been prepared for  
 or be suitable for legal, engineering, or surveying purposes.  
 It does not represent an on-the-ground survey and  
 represents only the approximate relative location of property boundaries.

Date Printed:  
 Tuesday, August 07, 2018



**25. Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Re-Plat of Lot 2-B-North and Lot 2-B-South of Pecan Meadows subdivision located on FM 1854. **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 17.**

# Plat of Lots 2-B-North and 2-B-South of Pecan Meadows

A Re-sub of Lot 2-B of Pecan Meadows in Caldwell County, Texas

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS THAT ENRICO HERNANDEZ and ELIDA HERNANDEZ, BEING THE OWNERS OF LOT 2-B OF PECAN MEADOWS ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN PLAT CABINET 17 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS AND CONVEYED IN A DEED RECORDED IN VOLUME 158 PAGE 376 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS DO HEREBY SUBDIVIDE THE SAID LOT 2-B IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 112.016 AND THE MAP OR PLAN THEREOF, TO BE KNOWN AS

### LOT 2-B-NORTH AND 2-B-SOUTH OF PECAN MEADOWS

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON AND SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

DATE \_\_\_\_\_ ENRICO HERNANDEZ  
13100 HW 1854  
DALE, TEXAS 79616

DATE \_\_\_\_\_ ELIDA HERNANDEZ  
17100 HW 1854  
DALE, TEXAS 79616

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by ENRICO HERNANDEZ.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by ELIDA HERNANDEZ.

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 is true and correct to the best of my knowledge. IN WITNESS THEREOF, my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jerry L. Hinkle  
Registered Professional  
Land Surveyor 05459

STATE OF TEXAS  
COUNTY OF CALDWELL

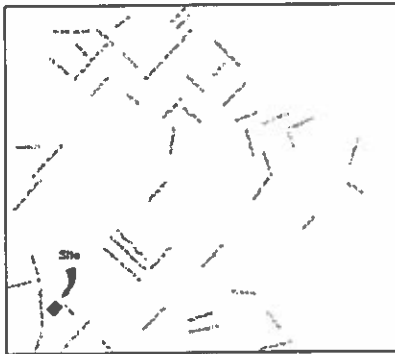
I, Hannah Schaeff, County Judge of Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be recorded in the Plat Records of Caldwell County, Texas.

Hannah Schaeff  
Caldwell County Judge

STATE OF TEXAS  
COUNTY OF CALDWELL

I, Carol McCarroll, County Clerk in and for Caldwell County, Texas do hereby certify that this foregoing instrument with its certificate of authentication was filed for record in my office this \_\_\_\_\_ 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 \_\_\_\_\_.

Carol McCarroll  
County Clerk



Site  
Vicinity Map  
Not to Scale

- LEGEND**
- 1/2" IRON PIN FOUND
  - IRON PIPE APPROX. SIZE
  - △ S. P.O.D.
  - WOOD SIGN
  - WOOD SIGN BILLS
  - FENCE CORNER
  - CRACK
  - WELDER WELDING MARK



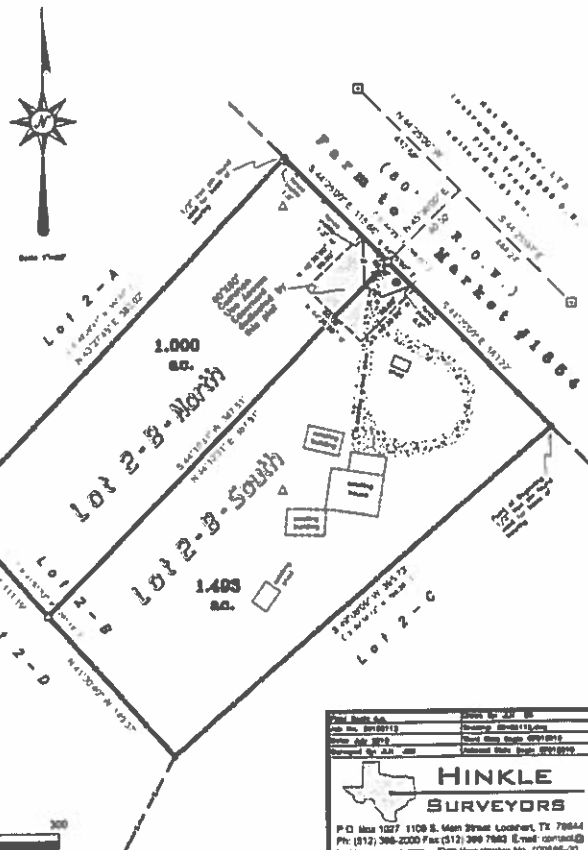
#### SURVEYOR'S NOTES:

- 1) The Lot shows to be in Flood Zone "X" and has been determined to have no special flood hazard, according to FEMA Flood #4899900022 effective date June 15, 2012.
- 2) This Subdivision is located within the boundaries of the Lockhart Independent School District.
- 3) The Subdivision is located within Caldwell County Precinct #4.
- 4) The Subdivision is approved by Caldwell Trail-Pine and Florence.
- 5) The original recorded city of records are presented shown on this plat.
- 6) The parties hereto certify that the plat is a true and correct representation of the actual conditions of the land shown on any lot within the subdivision shall be permitted period into a judicially designated county roadway bed or State Highway unless a DRIVEWAY PERMIT has been issued by the appropriate County Road and Bridge Department and as TxDOT.
- 7) No Lots are to be occupied until DUMP Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved by Caldwell County Sanitation Department.
- 8) Utilities Provided by: ELECTRICITY: Metropolitan Electric Commission, Inc. WATER: Cresskorn-Mohr Water Supply Corp.
- 9) All drainage easements on private property shall be maintained by the owner of the lot/parcels.
- 10) Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Mustang Range, Texas.
- 11) Routed run-off shall be held to the amount existing at undisturbed status by grading or other approved methods.
- 12) No objects, including but not limited to buildings, fences, landscaping or other structures in drainage easements shall be approved by Mustang Range.
- 13) RECORD DRAWING OF LAND: Enrique Hernandez and Elida Hernandez (CO-SUBDIVISION OF PLAT): Hinkle Surveyors, P.O. Box 1027, Lockhart, TX 78644 (512) 290-2000 DATE OF PREPARATION: June 2018 SURVEYOR: Jerry L. Hinkle, R.P.L.S. 05459 P.O. Box 1027, Lockhart, TX 78644 (512) 290-2000 13) Lot Closure- Lot 2-B-North-1 in 358794.5; Lot 2-B-South-1 in 217722.8

#### LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being all of Lot 2-B of Pecan Meadows according to the map or plat thereof recorded in Plat Cabinet A-545 of the Plat Records of Caldwell County, Texas and conveyed to Enrigo Hernandez et al by deed recorded in Volume 158 Page 376 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2" iron pin found used for beam of bearing in the East corner of the above mentioned Lot 2-B and the SW line of Farm to Market #1854 and the apparent North corner of a tract of land designated as Lot 2-C of the above mentioned Pecan Meadows for the East corner the tract.  
**THENCE S 49 degrees 08 minutes 09 seconds W** with the SE line of the said Lot 2-B and the apparent NW line of the above mentioned Lot 2-C 393.73 feet to a 1/2" iron pin found in the south corner of the said Lot 2-B and the apparent East corner of a tract of land designated as Lot 2-A of the said Pecan Meadows for the South corner the tract.  
**THENCE N 41 degrees 30 minutes 40 seconds W** with the SW line of the said Lot 2-B and the apparent NE line of the above mentioned Lot 2-D 260.36 feet to a 1/2" iron pin found in the West corner of the said Lot 2-B and the apparent South corner of a tract of land designated as Lot 2-A of the said Pecan Meadows for the West corner the tract.  
**THENCE N 43 degrees 27 minutes 45 seconds E** with the NW line of the said Lot 2-B and the apparent SE line of the above mentioned Lot 2-A 282.02 feet to a 1/2" iron pin found used for beam of bearing in the North corner of the said Lot 2-B and the SW line of Farm to Market #1854 for the North corner the tract.  
**THENCE S 44 degrees 25 minutes 00 seconds E** with the NE line of the said Lot 2-B and the SW line of Farm to Market #1854 298.88 feet in the line of bearing containing 2.493 acres of land more or less.



Plat Book No.	Page No.
Doc. No. 051013	Page No. 051013
Book No. 202	Page No. 051013
Recorded by J.L.H.	Plat Book No. 051013

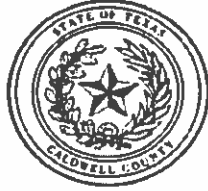
**HINKLE SURVEYORS**

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644  
 Ph: (512) 398-2000 Fax: (512) 299-7963 E-mail: jhinkle@hinkle.com  
 hinkle.com www.hinkle.com P-10000000-00

**Ken Schawe**  
County Judge  
512 398-1808

**Jacquelyn Thomas, P.E.**  
County Engineer  
512 359-4661

**Kasi Miles**  
Subdivision Coordinator  
512 398-1803



**Engineering and Subdivision Department**  
110 South Main Street  
Lockhart, TX 78644  
Fax: 512 398-1828

**Terry Wright**  
Commissioner Precinct 1

**Edward Moses**  
Commissioner Precinct 2

**Edward "Ed" Theriot**  
Commissioner Precinct 3

**Joe Ivan Roland**  
Commissioner Precinct 4

August 6, 2018

Commissioners Court  
Caldwell County  
110 South Main Street  
Lockhart, TX 78644

RE: Replat of Lot 2-B of Pecan Meadows Subdivision  
Property ID#13000

Judge and Commissioners,

The County Development Department has completed our review of the Replat application for Lot 2-B of Pecan Meadows Subdivision. This is a subdivision of Lot 2-B into two separate lots called Lot 2-B North and Lot 2-B South. The new lots consist of 1.000 and 1.493 acres, respectively and both lots front on a Public Road. The plat appears to be in general conformance with the rules and regulations of Caldwell County with the exception of minimum lot frontage requirements. A variance from the lot frontage requirement is recommended for Commissioners Court consideration. With the variance, we recommend placing the plat on Commissioners Court agenda for consideration, as well.

At your service,

*Jacquelyn M. Thomas*

Jacquelyn M. Thomas, P.E.  
County Engineer  
Caldwell County

*Kasi Miles*

Kasi Miles  
Subdivision Coordinator  
Caldwell County



P.O. Box 100 Kyle, Texas 78640-0100  
(512) 262-2161 • 1-888-554-4732

June 27, 2018

Mr. Joe Bayarena  
Central Metro Realty  
8760 A Research Blvd., #517  
Austin, Texas 78758

**Re: 13559 FM 1854 – Dale, Texas**

Dear Mr. Bayarena:

Thank you for your interest in establishing service with Pedernales Electric Cooperative. The above referenced property in Dale, Texas is within the Cooperative's service area. We will extend service to this location in accordance with our Line Extension Policy, which requires that you apply for electric service and pay connection fees for each metered account. Also, if construction of electric service facilities is needed, you must pay all construction fees and grant or acquire all necessary easements before construction can begin.

If you have any questions, please call me at 1-800-868-4791, Extension 7525, Monday through Friday, between 8 a.m. and 5 p.m.

Sincerely,

Julie Duvall  
Engineering Assistant

Creedmoor- Maha Water Supply Corp  
12100 Laws Rd. Buda, Texas 78610  
(512) 243-2113 | FAX: (512) 354-1444  
www.creedmoorwsc.com



Date: 7/2/2018

To: Joe Bayarena


Re: Water Service to Property next to 13559 FM 1854

Mr. Bayarena, as stated by you and confirmed on our billing software, we have service to the property next door to the land that you are wanting to purchase. Account/Meter number 1424.

Subject to the new owner of the property submitting a new service request, known as a Standard Service Application and following the requests/requirements of our engineer, CMWSC will be able to provide water to the sub-divided land.

FYI, the cost of the Standard Service request is \$320, due at the time of the request. It will require 3 weeks to receive the Engineering Study back to our office. Copy of the deed will be required along with an address for the new property. Any line extensions, road bores, if needed, capitol recovery fees, etc. when paid in full, the contractor will be scheduled for the installation.

If there is any additional information that you might need please give me a call, thanks

  
George Patterson General Manager  
Creedmoor Maha Water Supply Corporation

0068572 11-24  
Office AU # 1210(B)

# CASHIER'S CHECK

6857208000

Remitter: ELIDA HERNANDEZ  
Operator I.D.: u629530 tx000749

July 19, 2018

PAY TO THE ORDER OF \*\*\*CALDWELL COUNTY\*\*\*

\*\*\*Nine hundred fifty dollars and no cents\*\*\*

\*\*\*\$950.00\*\*\*

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
161 W SLAUGHTER LN  
AUSTIN, TX 78748  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 950.00

*Richard Levy*  
CONTROLLER

⑈ 6857208000⑈ ⑆ 121000248⑆ 4861 512838⑈

## CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

6597

DATE 8-7-18

RECEIVED FROM Elida Hernandez \$ 950.00  
Nine hundred fifty dollars & no/xx DOLLARS

FOR Short form Plot - lot # 2-B North of Pecan Meadows

AMOUNT OF ACCOUNT	
THIS PAYMENT	950.00
BALANCE DUE	0

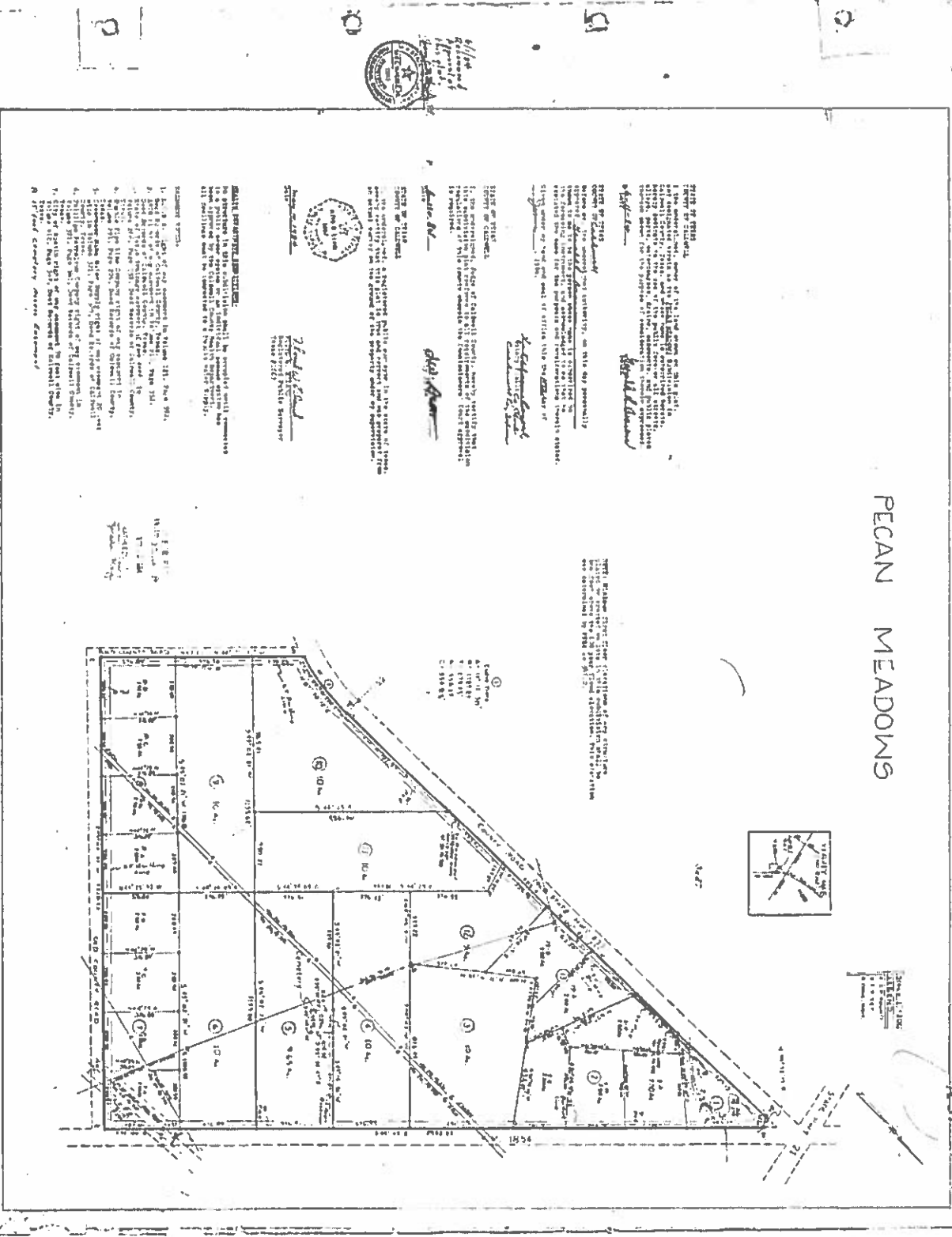
- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles  
*Thank You*

Security Features Included Details on Back

PECAN MEADOWS

A57-1-57



NOTE: All dimensions shown on this plat are based on the original survey of the land shown on this plat. The original survey was made by J. H. ...

STATE OF TEXAS  
 COUNTY OF ...  
 I, the undersigned, Surveyor of the land shown on this plat, do hereby certify that the same are the same as shown on the original survey of the land shown on this plat, and that the same are the same as shown on the original survey of the land shown on this plat, and that the same are the same as shown on the original survey of the land shown on this plat.

*[Signature]*

STATE OF TEXAS  
 COUNTY OF ...  
 I, the undersigned, Surveyor of the land shown on this plat, do hereby certify that the same are the same as shown on the original survey of the land shown on this plat, and that the same are the same as shown on the original survey of the land shown on this plat.

*[Signature]*

STATE OF TEXAS  
 COUNTY OF ...  
 I, the undersigned, Surveyor of the land shown on this plat, do hereby certify that the same are the same as shown on the original survey of the land shown on this plat, and that the same are the same as shown on the original survey of the land shown on this plat.

*[Signature]*

STATE OF TEXAS  
 COUNTY OF ...  
 I, the undersigned, Surveyor of the land shown on this plat, do hereby certify that the same are the same as shown on the original survey of the land shown on this plat, and that the same are the same as shown on the original survey of the land shown on this plat.

WITNESSED my hand and seal of office this ... day of ... 1957.

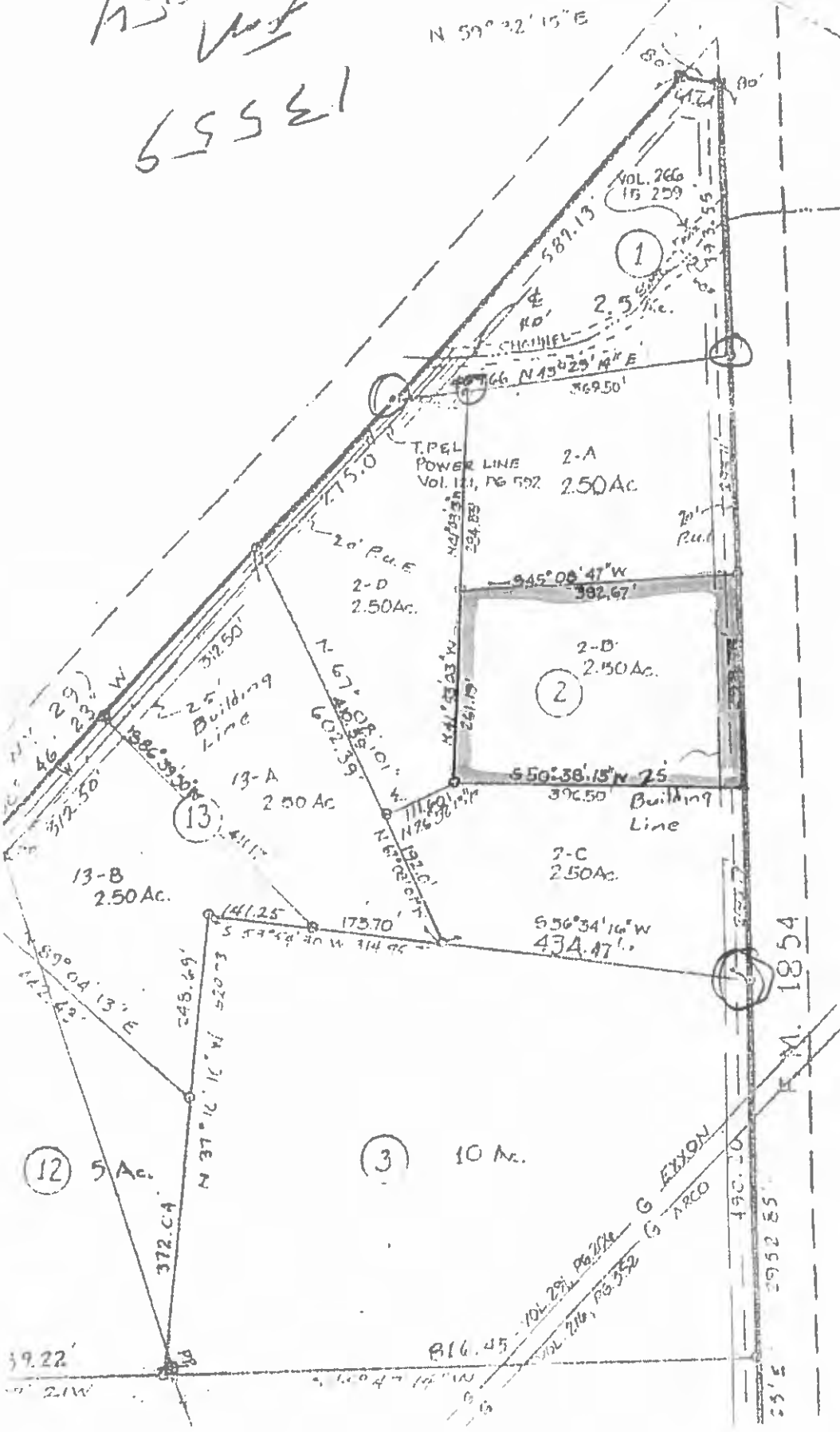
2025-5207  
 2017-08-08

A57



1581  
 65521

STATE HWY 21



1232

WARRANTY DEED

010646

STATE OF TEXAS )

COUNTY OF CALDWELL ) KNOW BY ALL MEN THESE PRESENTS:

That I, GEORGE NELSON, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged,

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

EMIGDIO and ELIDA HERNANDEZ

ADDRESS 13551 FM 1854 DALE TX 78616  
All of the property described real property to wit:

Lot two-B (2-B), PECAN MEADOWS SUBDIVISION in Caldwell County, Texas according to the map or plat thereof, recorded in volume 1, page 57, plat records, Caldwell County, and also known as: FM 1854.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, OF RECORD IN THE COUNTY CLERK'S OFFICE OF SAID COUNTY AND NOW IN EFFECT:

- outstanding taxes
- easements of record
- restrictive covenants of record
- outstanding mineral interests, if any

TO HAVE AND HOLD the above described premises, together with all and singular, the rights and appurtenances thereto belonging, unto the Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 29<sup>th</sup> day of September, 2000.

*George F. Nelson*  
GEORGE NELSON

.....  
STATE OF ALABAMA)  
COUNTY OF MADISON)

This instrument was acknowledged before me on the 29<sup>th</sup> day of September, 2000, by George F. Nelson.

*James Frank Frazier*  
My commission expires 4-29-2001



UNZON OFFICIAL

FILED this 9th day of July 2001  
4:50 p.m.  
NINA S. SELLS  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
Case of E. ...

All filings are herein made in accordance with the provisions of the Constitution of the State of Texas and the laws of the State of Texas and are subject to the provisions of the Public Information Act, Chapter 552, Texas Government Code, which provides that all public information is to be released unless otherwise provided by law.

FEB 09 2001



Nina S. Sells  
COUNTY CLERK  
CALDWELL COUNTY, TEXAS

# Caldwell CAD

## Property Search Results > 13000 HERNANDEZ EMIGDIO & ELIDA for Year 2018

### Property

#### Account

Property ID:	13000	Legal Description:	PECAN MEADOWS, LOT 2-B, ACRES 2.5
Geographic ID:	0001855-000-024-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

#### Location

Address:	13559 FM 1854 DALE, TX 78616	Mapsco:	03-304
Neighborhood:	RURAL NW LYTTON SPRGS- E OF HWY 183 AREA	Map ID:	03-304
Neighborhood CD:	4200		

#### Owner

Name:	HERNANDEZ EMIGDIO & ELIDA	Owner ID:	52675
Mailing Address:	13559 FM 1854 DALE, TX 78616-2941	% Ownership:	100.0000000000%
		Exemptions:	HS, OTHER

### Values

(+) Improvement Homesite Value:	+	\$40,670	
(+) Improvement Non-Homesite Value:	+	\$5,350	
(+) Land Homesite Value:	+	\$63,130	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$109,150	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$109,150	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$109,150	

### Taxing Jurisdiction

Owner: HERNANDEZ EMIGDIO & ELIDA  
 % Ownership: 100.0000000000%  
 Total Value: \$109,150

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	Caldwell Appraisal District	0.000000	\$109,150	\$109,150	\$0.00	
CHES1	Caldwell-Hays ESD 1	0.100000	\$109,150	\$109,150	\$109.15	
FTM	Farm to Market Road	0.000100	\$109,150	\$99,150	\$0.10	\$0.26
GCA	Caldwell County	0.775200	\$109,150	\$99,150	\$498.19	\$456.71
SLH	Lockhart ISD	1.332360	\$109,150	\$70,150	\$513.30	\$442.02

Total Tax Rate: 2.207660

Taxes w/Current Exemptions: \$1,120.74

Taxes w/o Exemptions: \$2,409.66

## Improvement / Building

**Improvement #1:** RESIDENTIAL State Code: E Living Area: 1451.5 sqft Value: \$40,670

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R2 - RF	W	1936	689.5
MAEP	ENCLOSED PORCH (78% OF MAIN AREA)	*			78.0
MA	MAIN AREA	R2 - RF		1998	211.5
CP	DETACHED CARPORT	DCF2 - D		1999	150.0
MA	MAIN AREA	R2 - RF		2003	472.5
OP	COVERED PORCH (20% MAIN AREA)	*		0	336.0
DSTG	DETACHED STORAGE/UTILITY	SF2		2003	80.0
SD	SHED	SHF1 - D		2003	24.0
DSTG	DETACHED STORAGE/UTILITY	SF2		0	162.5

**Improvement #2:** MISCELLANEOUS State Code: E1 Living Area: sqft Value: \$5,350

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DSTG	DETACHED STORAGE/UTILITY	SF2		0	256.0
SD	SHED	SHF2 - D		0	246.0
DSTG	DETACHED STORAGE/UTILITY	SF2		0	133.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	2.5000	108900.00	0.00	0.00	\$50,130	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$13,000	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$46,020	\$63,130	0	109,150	\$0	\$109,150
2017	\$45,340	\$59,530	0	104,870	\$0	\$104,870
2016	\$44,870	\$57,170	0	102,040	\$0	\$102,040
2015	\$44,760	\$52,880	0	97,640	\$0	\$97,640
2014	\$44,940	\$50,880	0	95,820	\$0	\$95,820
2013	\$45,200	\$50,040	0	95,240	\$0	\$95,240
2012	\$45,380	\$46,920	0	92,300	\$0	\$92,300
2011	\$45,670	\$45,060	0	90,730	\$0	\$90,730
2010	\$45,920	\$39,320	0	85,240	\$0	\$85,240
2009	\$46,180	\$39,320	0	85,500	\$0	\$85,500
2008	\$46,440	\$38,310	0	84,750	\$0	\$84,750
2007	\$45,990	\$35,470	0	81,460	\$0	\$81,460
2006	\$45,990	\$35,470	0	81,460	\$0	\$81,460
2005	\$38,260	\$33,490	0	71,750	\$0	\$71,750

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/29/2000	WD	WARRANTY DEED	NELSON GEORGE	HERNANDEZ EMIGDIO & ELIDA	258	378	0
2		C/S	CONTRACT FOR SALE or DEED	NELSON GEORGE	NELSON GEORGE	SEE FILE		0
3		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	SOPER RUSSELL	NELSON GEORGE	5	353	0

Tax Due

Property Tax Information as of 08/07/2018

Amount Due If Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2017	Caldwell-Hays ESD 1	\$104,870	\$104.87	\$104.87	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$94,870	\$0.10	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$94,870	\$498.19	\$498.19	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$65,870	\$513.30	\$513.30	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2017 TOTAL:</b>		<b>\$1116.46</b>	<b>\$1116.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2016	Caldwell-Hays ESD 1	\$102,040	\$102.04	\$102.04	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$92,040	\$0.10	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$92,040	\$496.17	\$496.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$63,040	\$509.84	\$509.84	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2016 TOTAL:</b>		<b>\$1108.15</b>	<b>\$1108.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2015	Caldwell-Hays ESD 1	\$97,640	\$97.64	\$97.64	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$87,640	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$87,640	\$493.22	\$493.22	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$58,640	\$509.75	\$509.75	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2015 TOTAL:</b>		<b>\$1100.70</b>	<b>\$1100.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2014	Lockhart ISD	\$66,820	\$647.82	\$647.82	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$85,820	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$85,820	\$491.86	\$491.86	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell-Hays ESD 1	\$95,820	\$95.82	\$95.82	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2014 TOTAL:</b>		<b>\$1235.59</b>	<b>\$1235.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2013	Lockhart ISD	\$66,240	\$635.11	\$635.11	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$85,240	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$85,240	\$491.86	\$491.86	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell-Hays ESD 1	\$95,240	\$95.24	\$95.24	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$1222.30</b>	<b>\$1222.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Caldwell-Hays ESD 1	\$92,300	\$92.30	\$92.30	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$63,300	\$635.48	\$635.48	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$82,300	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$82,300	\$491.87	\$491.87	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$1219.74</b>	<b>\$1219.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2011	Caldwell-Hays ESD 1	\$90,730	\$90.73	\$90.73	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$61,730	\$639.23	\$639.23	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$80,730	\$0.09	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$80,730	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$1224.06</b>	<b>\$1224.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

2010	Lockhart ISD	\$56,240	\$639.59	\$639.59	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$75,240	\$0.08	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$75,240	\$494.02	\$494.02	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell-Hays ESD 1	\$85,240	\$85.24	\$85.24	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$1218.93</b>	<b>\$1218.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Lockhart ISD	\$56,500	\$641.49	\$641.49	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$75,500	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$75,500	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell-Hays ESD 1	\$85,500	\$85.50	\$85.50	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$1221.15</b>	<b>\$1221.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Caldwell-Hays ESD 1	\$84,750	\$84.75	\$84.75	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$55,750	\$641.09	\$641.09	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$74,750	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$74,750	\$494.01	\$494.01	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$1220.08</b>	<b>\$1220.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$71,460	\$0.29	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$71,460	\$488.28	\$488.28	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$52,460	\$630.57	\$630.57	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$1119.14</b>	<b>\$1119.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$78,460	\$0.39	\$0.39	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$81,460	\$523.95	\$523.95	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$66,460	\$1023.48	\$1023.48	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$1547.82</b>	<b>\$1547.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Lockhart ISD	\$56,750	\$959.08	\$959.08	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$68,750	\$0.41	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$71,750	\$451.38	\$451.38	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2005 TOTAL:</b>		<b>\$1410.87</b>	<b>\$1410.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Lockhart ISD	\$54,170	\$860.60	\$860.60	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$66,170	\$0.46	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$69,170	\$413.98	\$413.98	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2004 TOTAL:</b>		<b>\$1275.04</b>	<b>\$1275.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Lockhart ISD	\$39,020	\$571.80	\$571.80	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$51,020	\$0.41	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$54,020	\$306.08	\$306.08	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2003 TOTAL:</b>		<b>\$878.29</b>	<b>\$878.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Lockhart ISD	\$34,700	\$499.37	\$499.37	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$49,700	\$268.38	\$268.38	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$46,700	\$0.42	\$0.42	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2002 TOTAL:</b>		<b>\$768.17</b>	<b>\$768.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

Issued By:

Caldwell County Appraisal District  
211 Bufkin Ln.  
P.O. Box 900  
Lockhart, TX 78644

Property Information

Property ID: 13000      Geo ID: 0001855-000-024-00  
Legal Acres: 2.5000  
Legal Desc: PECAN MEADOWS LOT 2-B ACRES 2.5  
Situs: 13559 FM 1854 DALE, TX 78616  
DBA:  
Exemptions: HS, OV65

Owner ID: 52675      100.00%  
HERNANDEZ EMIGDIO & ELIDA  
13559 FM 1854  
DALE, TX 78616-2941

For Entities

Caldwell County  
Caldwell-Hays ESD 1  
Farm to Market Road  
Lockhart ISD

Value Information

Improvement HS: 39,990  
Improvement NHS: 5,350  
Land HS: 59,530  
Land NHS: 0  
Productivity Market: 0  
Productivity Use: 0  
Assessed Value: 104,870

Current/Delinquent Taxes

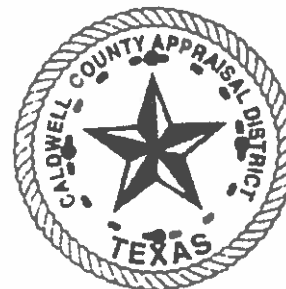
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 07/30/2018

Total Due if paid by: 07/31/2018

0.00



Tax Certificate Issued for:	Taxes Paid in 2017
Lockhart ISD	513.30
Farm to Market Road	0.10
Caldwell County	498.19
Caldwell-Hays ESD 1	104.87

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 07/30/2018  
Requested By: BAYARENA JOE  
Fee Amount: 10.00  
Reference #:

*Victoria Schneider*  
Signature of Authorized Officer of Collecting Office



# Untitled Map

Write a description for your map.

**Legend**

- Feature 1
- Feature 2

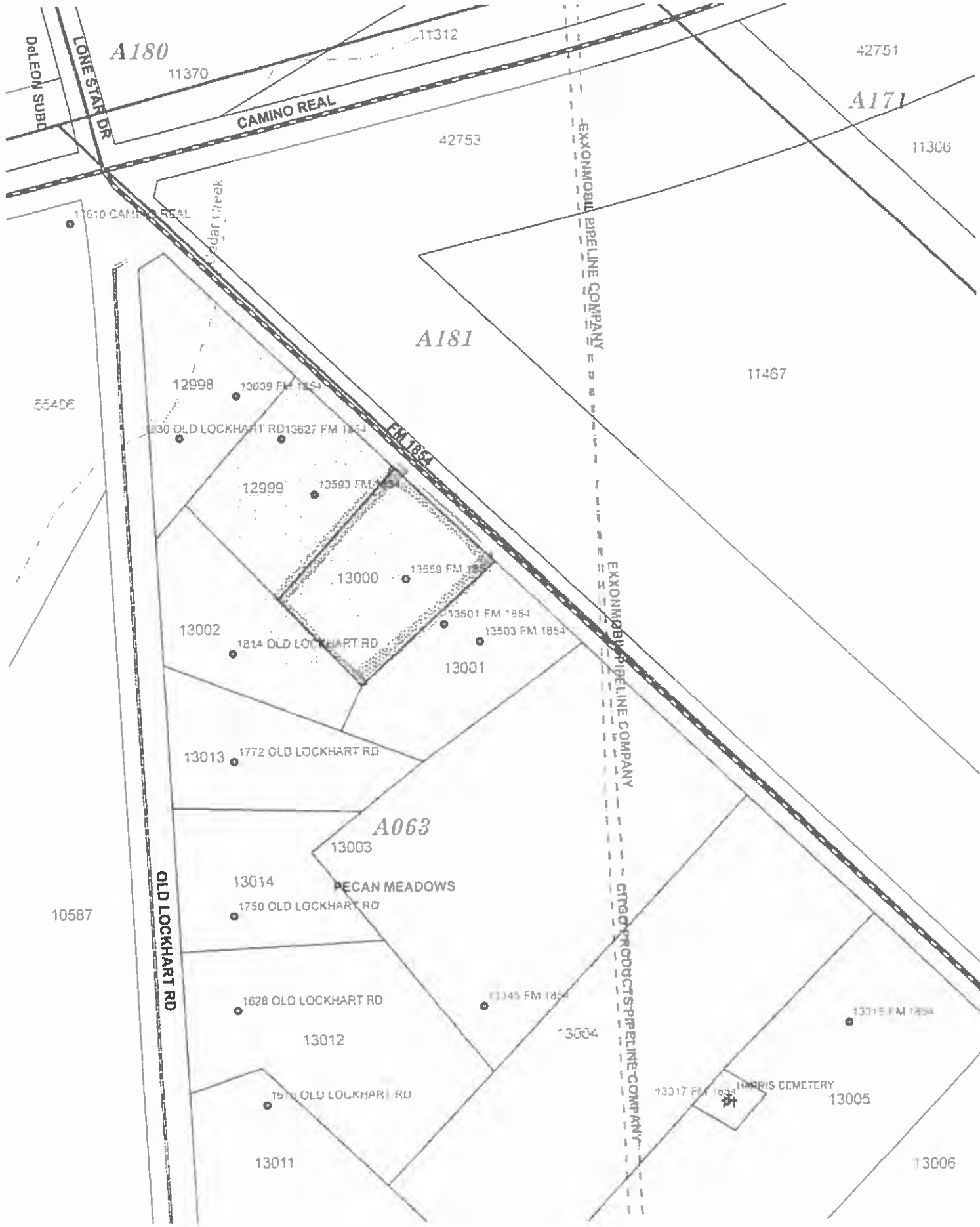


Google Earth

© 2018 Google

200 ft





A180

A171

A181

A063

PECAN MEADOWS

DALEON SUBD  
LONE STAR DR

CAMINO REAL

EXXONMOBIL PIPELINE COMPANY

EXXONMOBIL PIPELINE COMPANY

CITGO PRODUCTS PIPELINE COMPANY

OLD LOCKHART RD

FM 1854

Cedar Creek

11467

5540E

10587

11610 CAMINO REAL

12998

13639 FM 1854

1830 OLD LOCKHART RD 13627 FM 1854

12999

13593 FM 1854

13000

13559 FM 1854

13002

1814 OLD LOCKHART RD

13501 FM 1854

13503 FM 1854

13001

13013

1772 OLD LOCKHART RD

13003

13014

1750 OLD LOCKHART RD

1628 OLD LOCKHART RD

13012

1810 OLD LOCKHART RD

13011

13145 FM 1854

13004

13317 FM 1854

HARRIS CEMETERY

13005

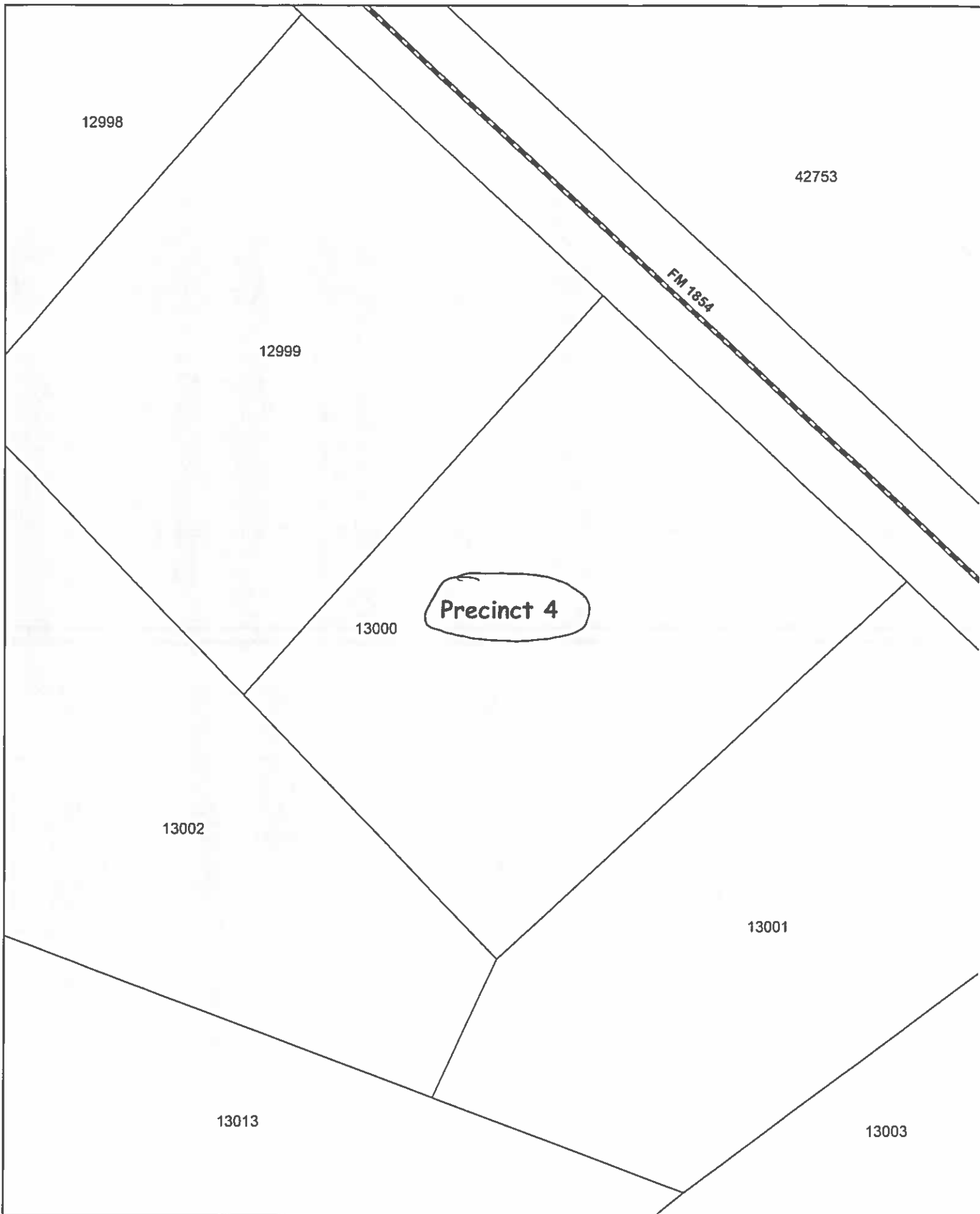
13315 FM 1854

113006

42751

42753

11306



12998

42753

12999

FM 1854

Precinct 4

13000

13002

13001

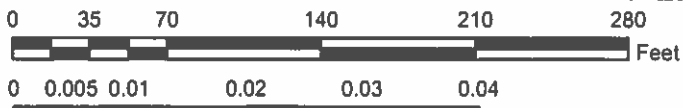
13013

13003

This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied to any user for any purpose.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date Printed:  
Tuesday, August 07, 2018



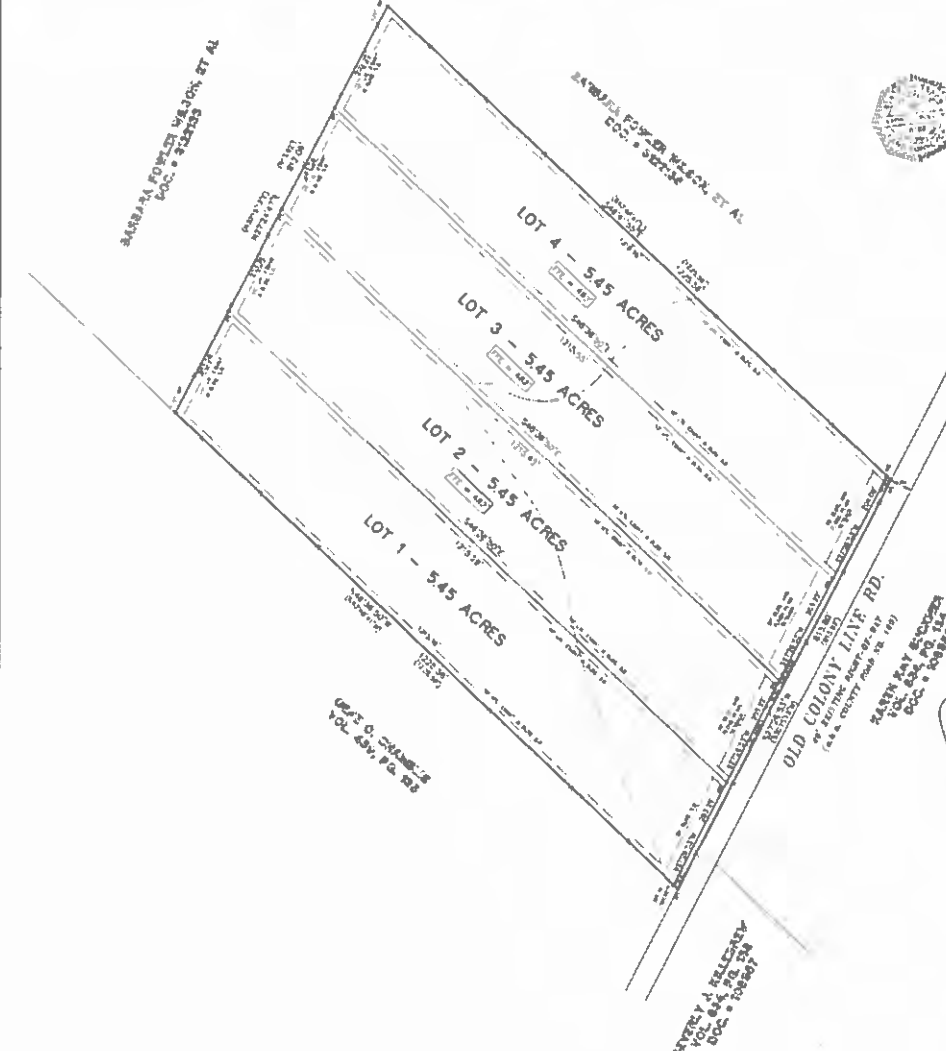
**26. Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Old Line Estates located on Old Colony Line Road (CR 160). **Cost: TBD; Speaker: Commissioner Moses / Kasi Miles; Backup: 13.**



## SUBDIVISION PLAT ESTABLISHING OLD LINE ESTATES

PLAT OF 22.00 ACRES OF LAND DUE TO THE JOSEPH BURLISON SURVEY, ABSTRACT NO. 3, CALDWELL COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO MARY L. BURTON BY THE DEED OF RECORD IN VOLUME 63 PAGE 544 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY TEXAS

### JOSEPH BURLISON SURVEY ABSTRACT NO. 3



1. The undersigned owner of the 22.00 acres of land and as shown on the plat and referred to hereunder in the Abstracts of the Official Public Records of Caldwell County Texas and as being in the State of Texas in the Joseph Burlison Survey, Abstract No. 3, Caldwell County, Texas, the parties hereto to the use of the public through streets and other public works and other means, the public and easements for improved use of any public utility, agreeing to use the public and any public utility that may be made on or any part of any part of the ground or a subdivision of the premises or adjacent lands of the respondents in each easement and other ways and easements of any nature whatsoever.

STATE OF TEXAS  
COUNTY OF CALDWELL

STATE OF TEXAS  
COUNTY OF CALDWELL

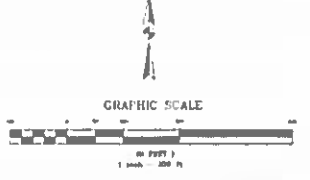
STATE OF TEXAS  
COUNTY OF CALDWELL

STATE OF TEXAS  
COUNTY OF CALDWELL

- 1) This subdivision has been approved by the Caldwell Independent School District.
- 2) This subdivision is located within Caldwell County Texas as is.
- 3) It is hereby certified that the plat, map, and drawing are correct and that the conditions of such easements as are shown on the plat and map and drawing are in accordance with the provisions of the laws of the State of Texas and the rules and regulations of the Caldwell County Board of Commissioners.
- 4) The plat and map and drawing are correct and true and conform to the laws of the State of Texas and the rules and regulations of the Caldwell County Board of Commissioners.
- 5) The plat and map and drawing are correct and true and conform to the laws of the State of Texas and the rules and regulations of the Caldwell County Board of Commissioners.
- 6) The plat and map and drawing are correct and true and conform to the laws of the State of Texas and the rules and regulations of the Caldwell County Board of Commissioners.
- 7) The plat and map and drawing are correct and true and conform to the laws of the State of Texas and the rules and regulations of the Caldwell County Board of Commissioners.

NOTE: THE RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE COUNCILMAN OF CALDWELL COUNTY, TEXAS, WHO IS RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF THE RECORDS OF THIS SURVEY.

AC	DALE	DESPERATO	BY



STATE OF TEXAS  
COUNTY OF CALDWELL

PLAT MAPS FOR 22.00 ACRES OF LAND

BEING 22.00 ACRES OF LAND DUE TO THE JOSEPH BURLISON SURVEY, ABSTRACT NO. 3, CALDWELL COUNTY TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO MARY L. BURTON BY THE DEED OF RECORD IN VOLUME 63 PAGE 544 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY TEXAS

BEING APPROVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS

APPROVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS

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APPROVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS

**Ken Schawe**  
County Judge  
512 398-1808

**Jacquelyn Thomas, P.E.**  
County Engineer  
512 359-4661

**Kasi Miles**  
Subdivision Coordinator  
512 398-1803



**Engineering and Subdivision Department**

110 South Main Street  
Lockhart, TX 78644  
Fax: 512 398-1828

**Terry Wright**  
Commissioner Precinct 1

**Edward Moses**  
Commissioner Precinct 2

**Edward "Ed" Theriot**  
Commissioner Precinct 3

**Joe Ivan Roland**  
Commissioner Precinct 4

August 6, 2018

Commissioners Court  
Caldwell County  
110 South Main Street  
Lockhart, TX 78644

RE: Old Line Estates Subdivision Plat  
Property ID#34371

Judge and Commissioners,

The County Development Department has completed our review of the Subdivision Plat application for Old Line Estates. This is a subdivision of 22 acres into four lots called Lot 1 through Lot 4. All four new lots consist of 5.45 acres and front on a Public County Road. The plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on Commissioners Court agenda for consideration.

At your service,

*Jacquelyn M. Thomas*

Jacquelyn M. Thomas, P.E.  
County Engineer  
Caldwell County

*Kasi Miles*

Kasi Miles  
Subdivision Coordinator  
Caldwell County

**JAEHNE PROPERTIES LLC**  
350 FM 969  
BASTROP, TX 78602

3512  
88-495/11-19

8-7-18  
Date

Pay to the Order of Caldwell County \$ 1,150.00<sup>XX</sup>  
Eleven hundred + fifty Dollars  Auto  
Safe  
Deposit™  
Made in USA

FIRST NATIONAL BANK  
Bastrop, Louisiana - Bank Since 1939  
Member FDIC  
(512) 321-2581  
P.O. Drawer #  
Bastrop, TX 78602

For 22 Acres Patrick Joel

**CALDWELL COUNTY SANITATION DEPT.**  
405 E MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

6603  
DATE 8-7-18

RECEIVED FROM Jaehne Properties LLC \$ 1,150.00<sup>XX</sup>  
One thousand one hundred fifty dollars  
FOR Short term flat - Old Line Estates

AMOUNT OF ACCOUNT		
THIS PAYMENT	<u>1,150.00</u>	
BALANCE DUE	<u>0</u>	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles  
**Thank You**



July 3, 2018

Jaehne Properties  
350 FM 969  
Bastrop, TX 78602

**Re: Service Availability – Proposed Subdivision of R34371 – 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, PMP  
Electric Distribution Design Supervisor





P.O. BOX 234 • Rosanky, TX 78953 • 512-581-1176

7/16/18

Dear Caldwell County Commissioners,

In regards to the property located on Old Colony Line Rd. Caldwell County Texas, my research and experience drilling for water wells shows a ground water strata that starts anywhere from 200 to 300 feet that is capable of producing upwards of 30 gallons per minute which is sufficient to support housing in the proposed development that Jaehne Properties LLC is proposing for your consideration. There are a number of wells located in the vicinity of this property to support this finding. Please feel free to contact me if you have any questions or would like to discuss further.

Thank you,

A handwritten signature in black ink, appearing to read 'Dake Jackson', with a long horizontal flourish extending to the right.

Dake Jackson

Jackson Water Well Drilling & Service LLC

(512)581-1176

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**  
(Vendor's Lien Reserved and Assigned to Third Party Lender)

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

THAT THE UNDERSIGNED, CLAY WALTON ROBERTS AND TRAVIS MOORE ROBERTS ("Grantor", whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by JAEHNE PROPERTIES, LLC, a Texas limited liability company ("Grantee", whether one or more), of that one certain promissory note (the "Note") of even date herewith in the principal sum of \$123,896.00, payable to the order of FIRST NATIONAL BANK OF BASTROP, TEXAS ("Lender"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of the Note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to WILLIAM H. JENKINS, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the real property (the "Property") described as follows, to-wit:

Being 22.00 acres, more or less, out of the JOSEPH BURLESON SURVEY, ABSTRACT NO. 3, in Caldwell County, Texas, and being the same tract of land called Tract 2 conveyed to Nicky Lynn Roberts by Partition Deed recorded in Volume 93, Page 566, Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

This conveyance, however, is made and accepted subject to any and all restrictions, reservations, easements, exceptions, covenants and conditions, if any, applicable to and enforceable against the Property as shown by the records of Caldwell County, Texas. Further, Grantor reserves for Grantor and Grantor's successors and assigns all of the Mineral Estate owned by Grantor and fifty percent (50.0%) of all groundwater rights associated with the Property. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface

materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property. Grantor reserves and retains implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

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

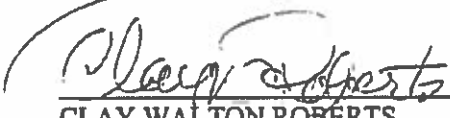
But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the Property, is retained against the Property, premises and improvements until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

THAT Lender, at the instance and request of Grantee, having advanced and paid in cash to Grantor herein that portion of the purchase price of the Property as is evidenced by the Note, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of Lender and the same are hereby TRANSFERRED AND ASSIGNED to Lender, its successors and assigns.

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

EXECUTED effective as of the 9th day of April, 2018.

GRANTOR:

  
\_\_\_\_\_  
CLAY WALTON ROBERTS

  
\_\_\_\_\_  
TRAVIS MOORE ROBERTS

Grantee's Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS

§  
§  
§

COUNTY OF CALDWELL

This instrument was acknowledged before me on the 9<sup>th</sup> day of April, 2018, by CLAY WALTON ROBERTS.



Gina Kufrovich  
Notary Public, State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF CALDWELL

This instrument was acknowledged before me on the 9<sup>th</sup> day of April, 2018, by TRAVIS MOORE ROBERTS.

Gina Kufrovich  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

CORRIDOR TITLE, LLC

18-0296-C

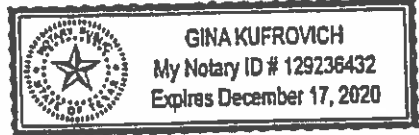


EXHIBIT "A"

STATE OF TEXAS  
COUNTY OF CALDWELL

FIELD NOTES FOR 22.00 ACRES OF LAND

BEING 22.00 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY, ABSTRACT NO. 3, CALDWELL COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO NICKY LYNN ROBERTS IN THE DEED OF RECORD IN VOLUME 93, PAGE 566 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set 1/2" rebar with a "Pollok & Sons" cap on the northwesterly right-of-way of Old Colony Line Road for the easterly corner of the Gene O. Chamblis land as described in Volume 469, Page 135 of the Official Public Records of Caldwell County, Texas and the southerly corner of this tract;

THENCE North 46° 36' 50" West, with the common line of said Chamblis land, a distance of 1225.56 feet to a found 1/2" pin for the southwesterly corner of the Barbara Fowler Wilson, et al. land as described in Document No. 3122136 of the Official Public Records of Caldwell County, Texas and the westerly corner of this tract;

THENCE North 27° 24' 47" East, with the common line of said Wilson land, a distance of 812.06 feet to a found 1/2" pin for an interior corner of said Wilson land and the northerly corner of this tract;

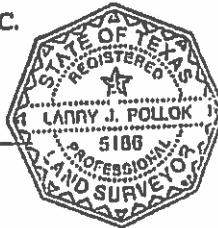
THENCE South 46° 41' 55" East, continuing with the common line of said Wilson land, a distance of 1225.56 feet to a set 1/2" rebar with a "Pollok & Sons" cap on the aforementioned northwesterly right-of-way of Old Colony Line Road for the southeasterly corner of said Wilson land and the easterly corner of this tract;

THENCE South 27° 26' 53" West, with said right-of-way, a distance of 813.80 feet to the POINT OF BEGINNING and containing 22.00 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas Central.

POLLOK & SONS SURVEYING, INC.  
Firm No. 10052700

  
Larry J. Pollok, RPLS #5186  
February 26, 2018



Refer. 18-0083

Property Search Results > 34371 JAEHNE PROPERTIES LLC for Year 2018

Property

**Account**

Property ID:	34371	Legal Description:	A003 BURLESON, JOSEPH SR., ACRES 22.0
Geographic ID:	0001003-211-000-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

**Location**

Address:	OLD COLONY LINE RD DALE, TX 78616	Mapsco:	01-313
Neighborhood:	RURAL DALE-LYTTON-NE OF LOCKHART AREA	Map ID:	01-313
Neighborhood CD:	4210		

**Owner**

Name:	JAEHNE PROPERTIES LLC	Owner ID:	222824
Mailing Address:	350 FM 969 BASTROP, TX 78602-3112	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$148,340	\$1,100
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$148,340	
(-) Ag or Timber Use Value Reduction:	-	\$147,240	
<hr/>			
(=) Appraised Value:	=	\$1,100	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$1,100	

Taxing Jurisdiction

Owner: JAEHNE PROPERTIES LLC  
 % Ownership: 100.0000000000%  
 Total Value: \$148,340

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$1,100	\$1,100	\$0.00
FTM	Farm to Market Road	0.000100	\$1,100	\$1,100	\$0.00
GCA	Caldwell County	0.775200	\$1,100	\$1,100	\$8.53

SLH	Lockhart ISD	1.332360	\$1,100	\$1,100	\$14.66
	Total Tax Rate:	2.107660			
				Taxes w/Current Exemptions:	\$23.19
				Taxes w/o Exemptions:	\$23.18

## Improvement / Building

No improvements exist for this property.

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	M	MESQUITE	22.0000	958320.00	0.00	0.00	\$148,340	\$1,100

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$148,340	1,100	1,100	\$0	\$1,100
2017	\$0	\$128,500	1,100	1,100	\$0	\$1,100
2016	\$0	\$115,230	1,100	1,100	\$0	\$1,100
2015	\$0	\$100,990	1,080	1,080	\$0	\$1,080
2014	\$0	\$100,990	1,040	1,040	\$0	\$1,040
2013	\$0	\$96,150	1,060	1,060	\$0	\$1,060
2012	\$0	\$96,150	1,100	1,100	\$0	\$1,100
2011	\$0	\$96,150	1,120	1,120	\$0	\$1,120
2010	\$0	\$89,010	1,120	1,120	\$0	\$1,120
2009	\$0	\$89,010	1,100	1,100	\$0	\$1,100
2008	\$0	\$86,420	1,060	1,060	\$0	\$1,060
2007	\$0	\$75,200	1,010	1,010	\$0	\$1,010
2006	\$0	\$75,200	990	990	\$0	\$990
2005	\$0	\$75,200	1,040	1,040	\$0	\$1,040

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/9/2018	WD/VL	WARRANTY DEED WITH VENDORS LIEN	ROBERTS CLAY WALTON & ROBERTS TRAVIS MOORE	JAEHNE PROPERTIES LLC			2018-001853
2	7/10/2001	LWAT	LAST WILL AND TESTAMENT	ROBERTS NICKY LYNN	ROBERTS CLAY WALTON & ROBERTS TRAVIS MOORE			2018-001313
3	5/23/1993	PD	PARTITION DEED	OSHIER G H MRS ESTATE	ROBERTS NICKY LYNN	93	566	0

## Tax Due

Property Tax Information as of 08/07/2018

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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		Paid						
2017	Farm to Market Road	\$1,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$1,100	\$8.53	\$8.53	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$1,100	\$14.66	\$14.66	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2017 TOTAL:</b>		<b>\$23.19</b>	<b>\$23.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2016	Farm to Market Road	\$1,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$1,100	\$8.53	\$8.53	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$1,100	\$14.66	\$14.66	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2016 TOTAL:</b>		<b>\$23.19</b>	<b>\$23.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2015	Farm to Market Road	\$1,080	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$1,080	\$7.74	\$7.74	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$1,080	\$14.37	\$14.37	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2015 TOTAL:</b>		<b>\$22.11</b>	<b>\$22.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2014	Lockhart ISD	\$1,040	\$14.87	\$14.87	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$1,040	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$1,040	\$7.18	\$7.18	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2014 TOTAL:</b>		<b>\$22.05</b>	<b>\$22.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2013	Lockhart ISD	\$1,060	\$12.50	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$1,060	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$1,060	\$7.32	\$7.32	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$19.82</b>	<b>\$19.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Lockhart ISD	\$1,100	\$13.05	\$13.05	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$1,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$1,100	\$7.59	\$7.59	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$20.64</b>	<b>\$20.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2011	Lockhart ISD	\$1,120	\$13.31	\$13.31	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$1,120	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$1,120	\$7.74	\$7.74	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$21.05</b>	<b>\$21.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2010	Lockhart ISD	\$1,120	\$13.38	\$13.38	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$1,120	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$1,120	\$7.74	\$7.74	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$21.12</b>	<b>\$21.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Lockhart ISD	\$1,100	\$13.53	\$13.53	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$1,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$1,100	\$7.60	\$7.60	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$21.13</b>	<b>\$21.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Lockhart ISD	\$1,060	\$12.95	\$12.95	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$1,060	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$1,060	\$7.32	\$7.32	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$20.27</b>	<b>\$20.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$1,010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$1,010	\$6.90	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$1,010	\$12.14	\$12.14	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$19.04</b>	<b>\$19.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$990	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$990	\$6.37	\$6.37	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$990	\$15.24	\$15.24	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$21.61</b>	<b>\$21.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Lockhart ISD	\$1,040	\$17.58	\$17.58	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$1,040	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00



2005	Caldwell County	\$1,040	\$6.54	\$6.54	\$0.00	\$0.00	\$0.00	\$0.00
<b>2005 TOTAL:</b>			<b>\$24.13</b>	<b>\$24.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Lockhart ISD	\$1,100	\$17.48	\$17.48	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$1,100	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$1,100	\$6.59	\$6.59	\$0.00	\$0.00	\$0.00	\$0.00
<b>2004 TOTAL:</b>			<b>\$24.08</b>	<b>\$24.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Lockhart ISD	\$1,100	\$16.12	\$16.12	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$1,100	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$1,100	\$6.23	\$6.23	\$0.00	\$0.00	\$0.00	\$0.00
<b>2003 TOTAL:</b>			<b>\$22.36</b>	<b>\$22.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Lockhart ISD	\$1,100	\$15.83	\$15.83	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$1,100	\$5.94	\$5.94	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$1,100	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
<b>2002 TOTAL:</b>			<b>\$21.78</b>	<b>\$21.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

**27. Discussion/Action** regarding the position of the County Engineer. **Cost: None; Speaker: Commissioner Roland; Backup: None.**

**28. BUDGET WORKSHOP Cost: None; Speaker:  
Judge Schawe; Backup: None.**

## **29. 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](http://www.co.caldwell.tx.us)