

Notice of Meeting

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 24th day of August, 2015 at 9:00 A.M. in the 2nd Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Note: Commissioners Court Meeting packets are prepared several days prior to each meeting. This information is reviewed and studied by the Court members, eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of the Court.

Start times for regular agenda items are tentative; some items may be held earlier or later than the scheduled time.

Agenda

Call Meeting to Order.

- 2015.08.24.01** **Invocation.** Lockhart Ministerial Alliance.
- 2015.08.24.02** **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).
- 2015.08.24.03** **Announcements.** Items or comments from Court Members or Staff.
- 2015.08.24.04** **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).
- 2015.08.24.05** **Consent Agenda.** (The following consent items may be acted upon in one motion. Any member of the Court may request that an item within the Consent Agenda be pulled for separate discussion and/or action).

A. Pay county invoices in the amount of \$387,771.30.

FILED this 20th day of Aug. 20 15
2:00 P.M.
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Katrina Roegner Deputy

2015.08.24.06 **Special Presentation.**
Presentation by Green Group Holdings/130 Environmental Park regarding a proposed host agreement. **Speaker: David Green—130 Environmental Park.**

(ALL OTHER AGENDA ITEMS)

2015.08.24.07 **Discussion/Action** regarding the burn ban for Caldwell County. **Cost: None. Speakers: Judge Schawe/Martin Ritchey. Backup 0.**

2015.08.24.08 **Discussion/Action** to consider accepting the Caldwell County Juvenile Probation Department's request for local funding. **Cost: TBD. Speakers: Judge Schawe/Jay Monkerud, Chief Juvenile Probation Officer. Backup 1.**

2015.08.24.09 **Discussion/Action** to consider Caldwell County entering into a Memorandum of Understanding and adopting resolution number 09-2015, supporting a collaboration of multiple agencies and groups to provide data collection equipment for the Blanco River Basin and rivers downstream, and authorize the County Judge to enter into letters of agreement for support, operational functionality and implementation of this project. **Cost: TBD. Speakers: Judge Schawe/Martin Ritchey. Backup 1.**

2015.08.24.10 **Discussion/Action** authorizing the County Judge to execute an Interlocal Cooperative Agreement between Caldwell County and Hays County related to jail transfers. **Cost: None. Speaker: Judge Schawe/Sheriff Law. Backup: 1.**

2015.08.24.11 **Discussion/Action** to: (1) select broker(s), pursuant to responses for Request for Proposal #2015-01 and Request for Proposal #2015-02, for purposes of selling County owned properties located at 201 E. San Antonio Street and 100 E. Market Street; and (2) to authorize the County Judge to execute contract(s), once finally approved by counsel, with the broker(s). **Cost: None. Speaker: Judge Schawe Backup: 1.**

2015.08.24.12 **Discussion/Action** to consider changing the Veterans Service Officer position from a full-time position to a part-time position and proceed with the application process. **Cost: None. Speakers: Judge Schawe/Commissioner Madrigal. Backup 0.**

2015.08.24.13 **Discussion/Action** to approve setting the county contribution rate to the county retirement plan. **Cost: None. Speaker: Judge Schawe. Backup 1.**

2015.08.24.14 **Discussion/Action** to consider creating a temporary paid full-time position in Constable Precinct 4's Office to assist in handling business related to the vacancy in Constable Precinct 3's Office. **Cost: TBD. Speakers: Commissioner Madrigal/Arthur Villarreal. Backup 1.**

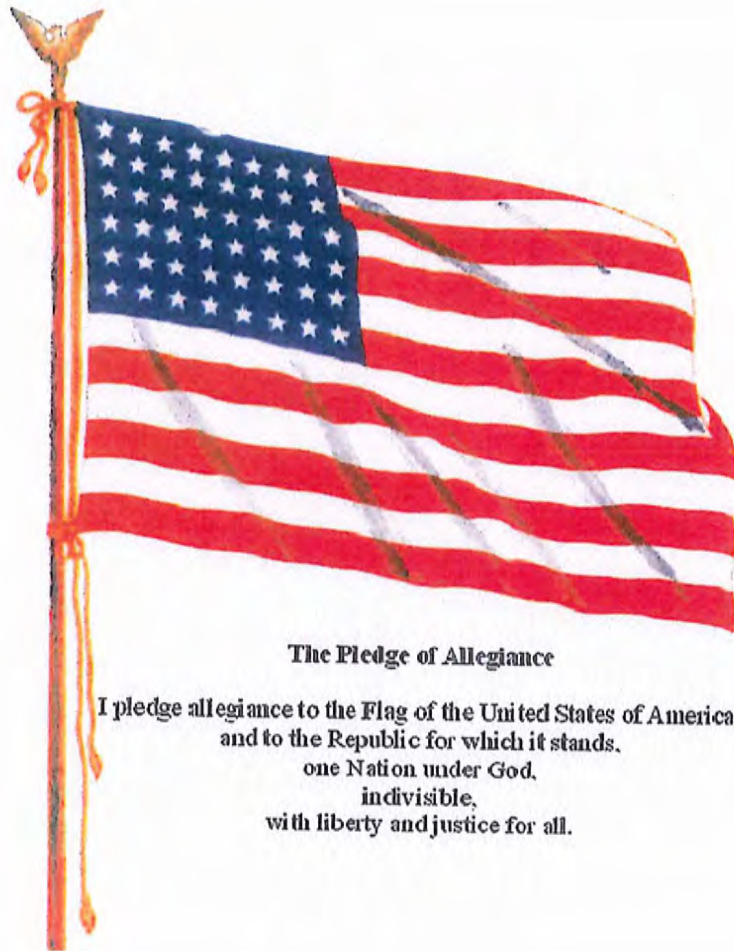
- 2015.08.24.15** **Discussion/Action** to approve Budget Amendment 2014-20 in the amount of \$1,000.00 to cover travel expenses for Carissa Wilhelm, Extension Agent. **Cost: None. Speakers: Judge Schawe/Carissa Wilhelm. Backup 1.**
- 2015.08.24.16** **Discussion/Action** to approve out of state travel for County Extension Agent, Carissa Wilhelm, to West Virginia in November for a national annual meeting with the National Extension Association of Family and Consumer Sciences. **Cost: \$1,500.00. Speakers: Commissioner Munoz/Carissa Wilhelm. Backup 1.**
- 2015.08.24.17** **Discussion/Action** to: (1) consider authorizing civil counsel and outside counsel to review and make recommendations and suggested changes to the proposed host agreement regarding 130 Environmental Park; (2) to authorize civil counsel and outside counsel to present those recommendations and changes to the Court at a special meeting on Tuesday, September 8, 2015; and (3) schedule a workshop at a special meeting on Tuesday, September 8, 2015 regarding recommendations and proposed changes to the host agreement. **Cost: None. Speaker: Judge Schawe/Jordan Powell. Backup 1.**
- 2015.08.24.18** **Executive Session** pursuant to Sections 551.071 and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the deployment or implementation of security personnel or devices, or a security audit, to include deliberation regarding Caldwell County's Threat and Hazard Identification and Risk Assessment (THIRA). Possible action may follow in open court. **Speaker: Judge Schawe. Backup 0.**
- 2015.08.24.19** **Discussion/Action** to approve the 2015-2016 Caldwell County Proposed Budget as required by Section 111.008(a) of the Local Government Code. Pursuant to Section 111.008(b), the Commissioners Court may make any changes in the proposed budget that it considers warranted by the law and required by the interest of the taxpayers. **Cost: None. Speaker: Judge Schawe. Backup 0.**
NOTE: The vote to adopt the budget must be a roll call vote.
- 2015.08.24.20** **Adjournment.**

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

www.co.caldwell.tx.us

Invocation – Lockhart Ministry Alliance

Pledge of Allegiance to the Flag.



The Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America,
and to the Republic for which it stands,
one Nation under God,
indivisible,
with liberty and justice for all.

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

Pledge to the Texas Flag



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

Announcements:

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

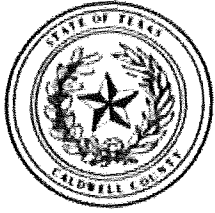
Citizens' Comments:

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2015.08.24.05 Consent Agenda.

(The following consent items may be acted upon in one motion. Any member of the Court may request that an item within the Consent Agenda be pulled for separate discussion and/or action).

A. Pay county invoices in the amount of \$387,771.30.



Caldwell County, TX

Expense Approval Register

Packet: APPKT00848 - 8/24/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
TEXAS ASSOCIATION OF COU	134086	07/31/2015	#0280 COVERAGE PERIOD 7	001-1420	43,829.25
TYLER TECHNOLOGIES, INC.	025-130025	08/01/2015	CUST#47804 WEB HOSTING-	001-1420	6,211.33
EDOC TECHNOLOGIES, INC.	16123	08/01/2015	DIST ATTNYS PACKAGE MAI	001-1420	7,500.00
EDOC TECHNOLOGIES, INC.	16124	08/01/2015	ANNUAL MAINTENANCE - 1	001-1420	12,250.00
TEXAS AGRICULTURAL FINA	80615	08/10/2015	FARM TAGS ISSUED FOR JUL	001-2865	260.00
NEOFUNDS BY NEOPOST	81115	08/11/2015	POSTAGE REFILL 8/11/15	001-1370	2,000.00
					72,050.58
Department : 2120 - COUNTY TREASURER					
PRINTING SOLUTIONS	17723	07/06/2015	STATIONARY: ENVELOPES TR	001-2120-3110	200.39
DEWITT POTH & SON	447819-0	08/10/2015	CUST # 12430 STAPLER, ELE	001-2120-3110	62.39
DEWITT POTH & SON	447682-0 CM	08/07/2015	CUST # 12430 STAPLER	001-2120-3110	-13.99
DEWITT POTH & SON	447682-0	08/07/2015	CUST # 12430 BOOK, RCPT,	001-2120-3110	179.15
					Department 2120 - COUNTY TREASURER Total:
					427.94
Department : 2130 - COUNTY AUDITOR					
U.S. POSTAL SERVICE	PO BOX 98	08/18/2015	PO BOX 98 RENTAL 12 MON	001-2130-3120	88.00
					Department 2130 - COUNTY AUDITOR Total:
					88.00
Department : 2140 - TAX ASSESSOR - COLLECTOR					
CALDWELL COUNTY APPRAIS	8615	08/10/2015	JULY, 2015 REIMBURSEMEN	001-2140-4110	1,981.00
DEWITT POTH & SON	447367-0	08/05/2015	CUST # 12430 SPOTPAPER	001-2140-3110	34.00
					Department 2140 - TAX ASSESSOR - COLLECTOR Total:
					2,016.00
Department : 2150 - COUNTY CLERK					
TEXAS DEPT.OF STATE HEALT	31241	08/03/2015	ACCT # 17460016318 007 R	001-2150-3145	87.00
					Department 2150 - COUNTY CLERK Total:
					87.00
Department : 3200 - DISTRICT ATTORNEY					
SCOTT-MERRIMAN, INC.	056030	07/31/2015	CUST # CC10 400 CDF-1 MA	001-3200-3110	25.00
WEST GROUP PAYMENT CEN	832255531	08/01/2015	ACCT # 1004742988 JULY 2	001-3200-4315	18.00
WEST GROUP PAYMENT CEN	832309487	08/01/2015	ACCT # 1000732986 JULY 2	001-3200-4315	27.00
DEWITT POTH & SON	447751-0	08/07/2015	CUST # 12430 SPOTPAPER	001-3200-3110	6.00
					Department 3200 - DISTRICT ATTORNEY Total:
					76.00
Department : 3220 - DISTRICT CLERK					
TEXAS DISTRICT COURT ALLI	101315	08/18/2015	TINA M. FREEMAN / DANA R	001-3220-4810	1.00
					Department 3220 - DISTRICT CLERK Total:
					1.00
Department : 3230 - DISTRICT JUDGE					
VICTORY CLEANERS	20 014336	06/30/2015	ACCT # 202996 D/C JUDICIA	001-3230-4011	1.00
JOHN BUTLER	07-345	07/22/2015	CAUSE # 07-345 S.C.G.	001-3230-4160	1.00
AMANDA SUE MCDANIEL	14-054	07/22/2015	CAUSE # 14-054 B.K.	001-3230-4160	1.00
SHERRI KAY TIBBE	14-283	07/22/2015	CAUSE # 14-283 J. P.	001-3230-4080	1.00
SHERRI KAY TIBBE	14-283	07/22/2015	CAUSE # 14-283 J. P.	001-3230-4160	1.00
DORAN GEORGE SAUER	14-288	07/22/2015	CAUSE # 14-288 A.J.E.	001-3230-4080	1.00
DORAN GEORGE SAUER	14-288	07/22/2015	CAUSE # 14-288 A.J.E.	001-3230-4160	1.00
AMANDA SUE MCDANIEL	CR 13-127	07/22/2015	CAUSE # 13-127 D. D.	001-3230-4160	1.00
AMANDA SUE MCDANIEL	CR 13-127	07/22/2015	CAUSE # CR 2013-186 BRAN	001-3230-4080	1.00
AMANDA SUE MCDANIEL	CR 2013-186	07/22/2015	CAUSE # CR 2013-186 BRAN	001-3230-4160	1.00
AMANDA SUE MCDANIEL	CR 2013-186	07/22/2015	CAUSE # 11-201 J.H.	001-3230-4160	1.00
AMANDA SUE MCDANIEL	11-201	07/23/2015	CAUSE # 12-016 R.P.	001-3230-4160	1.00
RAPHAEL HERNANDEZ	12-016	07/23/2015	CAUSE # 14-282 M.L.	001-3230-4160	1.00
SHERRI KAY TIBBE	14-282	07/23/2015	CAUSE # 15-020 EPIFANEO T	001-3230-4160	1.00
MEGAN ROPER	15-020	07/23/2015	CAUSE # 15-044 / 15-045 T.	001-3230-4080	1.00
PHIL TURNER LAW PC	15-044 / 15-045	07/23/2015	CAUSE # 15-044 / 15-045 T.	001-3230-4160	1.00
EDWIN MATIAS	15-044 / 15-045	07/23/2015	CAUSE # 15-097 C.T.	001-3230-4160	1.00
EDWIN MATIAS	15-097	07/23/2015			
DAVID M COLLINS					

Expense Approval Register

Packet: APPKT00848 - 8/24/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JASON TRUMPLER	2015-017	07/23/2015	CAUSE # 2015-017 L.G.	001-3230-4080	7.00
JASON TRUMPLER	2015-017	07/23/2015	CAUSE # 2015-017 L.G.	001-3230-4160	450.00
JOHN DE LA VINA	14-292	07/28/2015	CAUSE # 14-292 S.R.	001-3230-4160	1,100.00
DEWITT POTH & SON	447043-0	07/30/2015	CUST # 12430 SANITIZER, HA	001-3230-3110	44.58
LEXISNEXIS	1507427662	07/31/2015	ACCT # 1611MH JULY 2015	001-3230-4011	47.00
J.J. WELLS	15-083	07/31/2015	CAUSE # 15-083 R.G.G.	001-3230-4160	250.00
BOVIK & MEREDITH P.C.	15-J-2492 1	07/31/2015	CAUSE # 15-J-2492 C.I.D.	001-3230-4180	200.00
BARBARA MOLINA	2487-15CC	07/31/2015	CAUSE # 2487-15CC M. C.	001-3230-4180	300.00
DAN MCCORMACK	2515-15 CC	07/31/2015	CAUSE # 2515-15 CC A.G.	001-3230-4180	450.00
COMMUNICATION BY HAND	150812CCD	08/12/2015	CAUSE #15-043 D. DRUMM	001-3230-4011	200.00
JOHN BUTLER	12-213	08/03/2015	CAUSE # 12-213 C.F.	001-3230-4160	400.00
THE LAW OFFICE OF TREY HI	15-062	08/03/2015	CAUSE # 15-062 M.B.	001-3230-4080	10.00
THE LAW OFFICE OF TREY HI	15-062	08/03/2015	CAUSE # 15-062 M.B.	001-3230-4160	600.00
MARTIN CLAUDER	09-046	08/04/2015	CAUSE # 09-046 D.S.	001-3230-4080	10.00
MARTIN CLAUDER	09-046	08/04/2015	CAUSE # 09-046 D.S.	001-3230-4160	500.00
BOVIK & MEREDITH P.C.	09-274	08/04/2015	CAUSE # 09-274 K.M.D.	001-3230-4160	300.00
THE CASEY LAW FIRM	14-071	08/04/2015	CAUSE # 14-071 J.C.	001-3230-4160	350.00
RENEE CASTILLO-DELACRUZ	14-FL-384 3	08/04/2015	CAUSE # 14-FL-384 L.R.B.	001-3230-4160	112.00
SALVADOR GARCIA	2012-240	08/04/2015	CAUSE # 2012-240 E.O.H.	001-3230-4160	350.00
CLIFFORD W. MCCORMACK	05-FL-081 2	08/05/2015	CAUSE # 05-FL-081 C.S.	001-3230-4160	94.00
JAMES E. HANDY	13-FL-146 1	08/05/2015	CAUSE # 13-FL-146 C.M.	001-3230-4180	518.00
RENEE CASTILLO-DELACRUZ	13-FL-146 3	08/05/2015	CAUSE #13-FL-146 C.M.	001-3230-4160	196.00
BOVIK & MEREDITH P.C.	14-FL-155 2	08/05/2015	CAUSE # 14-FL-155 C.G. / Z.S	001-3230-4160	721.00
JANA G. WILLIAMS	14-FL-229 1	08/05/2015	CAUSE # 14-FL-229 Z.L.G.	001-3230-4160	119.00
RENEE CASTILLO-DELACRUZ	14-FL-249 3	08/05/2015	CAUSE # 14-FL-249 A.M.S.	001-3230-4160	238.00
ADAM D. ROWINS	14-FL-311 2	08/05/2015	CAUSE # 14-FL-311 L.G.	001-3230-4160	28.00
ADAM D. ROWINS	14-FL-312 1	08/05/2015	CAUSE # 14-FL-312 M.C.L.	001-3230-4160	301.00
BOVIK & MEREDITH P.C.	14-FL-384 1	08/05/2015	CAUSE # 14-FL-384 L.B.	001-3230-4080	30.00
BOVIK & MEREDITH P.C.	14-FL-384 1	08/05/2015	CAUSE # 14-FL-384 L.B.	001-3230-4160	367.50
RENEE CASTILLO-DELACRUZ	14-FL-384 2	08/05/2015	CAUSE # 14-FL-384 L.R.B.	001-3230-4160	609.00
ADAM D. ROWINS	14-FL-385 2	08/05/2015	CAUSE # 14-FL-385 C.F.	001-3230-4160	280.00
CLIFFORD W. MCCORMACK	14-FL-427	08/05/2015	CAUSE # 14-FL-427 S.M & L.	001-3230-4160	147.00
WILLARD G. HOLGATE	15-030	08/05/2015	CAUSE # 15-030 R.E.B.	001-3230-4080	167.20
WILLARD G. HOLGATE	15-030	08/05/2015	CAUSE # 15-030 R.E.B.	001-3230-4160	1,000.00
RENEE CASTILLO-DELACRUZ	15-FL-011 1	08/05/2015	CAUSE # 15-FL-011 K.H. &	001-3230-4160	315.00
CLIFFORD W. MCCORMACK	15-FL-045 1	08/05/2015	CAUSE # 15-FL-045 T.S. / T.S	001-3230-4160	112.00
JAMES E. HANDY	15-FL-082	08/05/2015	CAUSE # 15-FL-082 H.P.	001-3230-4180	203.00
JANA G. WILLIAMS	15-FL-098 4	08/05/2015	CAUSE # 15-FL-098 I.N.V.	001-3230-4160	49.00
BOVIK & MEREDITH P.C.	15-FL-158	08/05/2015	CAUSE #15-FL-158 K.B.	001-3230-4160	560.00
TAYARTA L. BROWN	15-FL-159 1	08/05/2015	CAUSE # 15-FL-159 A. W.	001-3230-4160	227.50
TAYARTA L. BROWN	15-FL-159	08/05/2015	CAUSE # 15-FL-159 A. W.	001-3230-4160	345.10
ADAM D. ROWINS	15-FL-269	08/05/2015	CAUSE # 15-FL-269 R.L.	001-3230-4160	378.00
BOVIK & MEREDITH P.C.	15-FL-274	08/05/2015	CAUSE # 15-FL-274 J.O. / L.O	001-3230-4160	189.00
BOVIK & MEREDITH P.C.	15-FL-277	08/05/2015	CAUSE # 15-FL-277 A.J.W.	001-3230-4160	73.50
BOVIK & MEREDITH P.C.	15-FL-299	08/05/2015	CAUSE # 15-FL-299 M.B. & B	001-3230-4160	182.00
JOHN HINDERER	14-224	08/06/2015	CAUSE # 14-224 C.W.	001-3230-4080	15.00
JOHN HINDERER	14-224	08/06/2015	CAUSE # 14-224 C.W.	001-3230-4160	1,500.00
TAMARA B. NEEDLES, ATTOR	15-039	08/06/2015	CAUSE # 15-039 M. R.	001-3230-4080	11.00
TAMARA B. NEEDLES, ATTOR	15-039	08/06/2015	CAUSE # 15-039 M. R.	001-3230-4160	700.00
PAUL MATTHEW EVANS	2015-098	08/06/2015	CAUSE # 2015-098 D.K.	001-3230-4080	10.00
PAUL MATTHEW EVANS	2015-098	08/06/2015	CAUSE # 2015-098 D.K.	001-3230-4160	750.00
				Department 3230 - DISTRICT JUDGE Total:	22,183.44

Department : 3240 - COUNTY COURT LAW

VICTOREA D. BROWN	43907	05/11/2015	CAUSE # 43907 A. D.	001-3240-4080	5.99
VICTOREA D. BROWN	43907	05/11/2015	CAUSE # 43907 A. D.	001-3240-4160	100.00
COLIN WISE	42126	05/20/2015	CAUSE #42126 M.S.F.	001-3240-4160	300.00
CLIFFORD W. MCCORMACK	42971	05/21/2015	CAUSE # 42971 C.A.H.	001-3240-4080	19.60
CLIFFORD W. MCCORMACK	42971	05/21/2015	CAUSE # 42971 C.A.H.	001-3240-4160	500.00
DAN MCCORMACK	44,125	05/21/2015	CAUSE # 44,125 R.A.W.	001-3240-4080	4.00
DAN MCCORMACK	44,125	05/21/2015	CAUSE # 44,125 R.A.W.	001-3240-4160	750.00

Expense Approval Register

Packet: APPKT00848 - 8/24/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VICTOREA D. BROWN	44096	05/21/2015	CAUSE # 44096 J.A.	001-3240-4080	4.00
VICTOREA D. BROWN	44096	05/21/2015	CAUSE # 44096 J.A.	001-3240-4160	750.00
COLIN WISE	44295	05/21/2015	CAUSE # 44295 M.A.M.	001-3240-4080	8.00
COLIN WISE	44295	05/21/2015	CAUSE # 44295 M.A.M.	001-3240-4160	400.00
BARBARA MOLINA	40644	05/22/2015	CAUSE # 40644 E.N.H.	001-3240-4160	500.00
BOVIK & MEREDITH P.C.	44,121	05/22/2015	CAUSE # 44,121 D.R.	001-3240-4080	5.00
BOVIK & MEREDITH P.C.	44,121	05/22/2015	CAUSE # 44,121 D.R.	001-3240-4160	320.00
DAVID MENDOZA	43981	06/15/2015	CAUSE # 43981 M.M.	001-3240-4160	200.00
BOVIK & MEREDITH P.C.	42638	06/16/2015	CAUSE # 42638 T.M.	001-3240-4160	650.00
DAN MCCORMACK	43,729	06/17/2015	CAUSE # 43,729 M.M.	001-3240-4160	500.00
DAN MCCORMACK	43,777	06/18/2015	CAUSE # 43,777 V.D.	001-3240-4160	750.00
LARRY O. RASCO	44,390	06/18/2015	CAUSE # 44,390 J.N.JR.	001-3240-4160	300.00
VICTOREA D. BROWN	44075	06/18/2015	CAUSE # 44075 U.E.	001-3240-4080	12.60
VICTOREA D. BROWN	44075	06/18/2015	CAUSE # 44075 U.E.	001-3240-4160	450.00
WILLIAM C. FIELDER	43974	07/16/2015	CAUSE # 43974 M.J.A.	001-3240-4160	450.00
LEIGH J. HAGG	80615	08/06/2015	CONTINUING EDUCATION C	001-3240-4810	139.00
Department 3240 - COUNTY COURT LAW Total:					7,118.19

Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4

CARL R. OHLENDORF INSURA	71693868 POLICY	08/05/2015	ACCT # CALDW01	001-3254-2070	71.00
RAYMOND DELEON	80515	08/05/2015	UPDATE TRAINING 7/19 - 20	001-3254-4810	168.70
Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:					239.70

Department : 4300 - COUNTY SHERIFF

CARL R. OHLENDORF INSURA	14589	05/24/2015	POLICY # 71664423 ACCT #	001-4300-2090	71.00
PITNEY BOWES GLOBAL FINA	9681660-JY15	07/13/2015	ACCT # 9681660 6/30 - 7/	001-4300-4610	99.73
ON CALL MOBILE VETERINA	001262	07/16/2015	BAY MARE	001-4300-3130	218.75
ON CALL MOBILE VETERINA	001401	07/20/2015	12 YO MOLLY / 8 YO MINI	001-4300-3130	71.00
THE FINAL RIDE	372897	07/26/2015	1 EXPIRED HORSE PICKED UP	001-4300-3130	185.00
CHISHOLM TRAIL VETERINAR	103321	07/27/2015	CLIENT ID: 4988 PATIENT ID:	001-4300-3130	244.22
OFFICE DEPOT	783122286001	07/28/2015	ACCT # 43682634 INSERTS,	001-4300-3130	217.33
LAW ENFORCEMENT SYSTE	190439	07/29/2015	ACCT # 78644 TEXAS TRAFFI	001-4300-3130	287.58
GEORGE CAMERON	283545	07/30/2015	3 HD DONKEY REMOVAL	001-4300-3130	75.00
QUILL CORPORATION	6388604	07/30/2015	ACCT # C3400806 QUILL BR	001-4300-3130	59.80
Department 4300 - COUNTY SHERIFF Total:					1,529.41

Department : 4310 - COUNTY JAIL

CITY OF LOCKHART EMS	00019879	04/19/2015	PATIENT'S ACCT #159965 H	001-4310-4110	556.68
CITY OF LOCKHART EMS	00064112	04/29/2015	PATIENT'S ACCT #1510958 J	001-4310-4110	335.39
LULING EMERGENCY PHYSICI	459530934	05/19/2015	PATIENT'S ACCT #II00093448	001-4310-4110	1,013.00
CITY OF LOCKHART EMS	SO# 00033619	05/02/2015	PATIENT ACCT #1511192 ZU	001-4310-4110	549.48
LULING EMERGENCY PHYSICI	454651585	05/23/2015	PATIENT'S ACCT#II00093574	001-4310-4110	1,168.00
SETON LKT FAMILY HEALTH	277519	06/20/2015	MORGAN WATTS DOB: 8/2	001-4310-4135	97.50
EMERGENCY PHYSICIANS CE	2015068745	06/27/2015	ACCT #QQ00170149 CHANC	001-4310-4110	1,048.00
TEXAS CORRECTIONAL INDU	313261	06/29/2015	LONE STAR CUST #B128100	001-4310-3130	531.15
LULING EMERGENCY PHYSICI	09081983	07/10/2015	PATIENT'S ACCT#II00094863	001-4310-4110	700.00
SETON EDGAR B. DAVIS HOS	150920370	07/10/2015	FUCHS, BILLY DOB: 9/08/1	001-4310-4110	109.80
SETON LKT FAMILY HEALTH	221938	07/14/2015	JASON S. DONALDSON DOB:	001-4310-4135	65.00
SETON LKT FAMILY HEALTH	237165	07/14/2015	XAVIER THOMAS DOB: 5/1	001-4310-4135	97.50
SETON LKT FAMILY HEALTH	273169	07/14/2015	CHRISTOPHER JACKSON D	001-4310-4135	65.00
SETON LKT FAMILY HEALTH	273583	07/14/2015	CHAREESE GARCIA DOB: 1	001-4310-4135	65.00
APW ELECTRONICS, INC	6077	07/15/2015	CURT 1-WIRE EARPIECE: C-RI	001-4310-4510	694.00
APW ELECTRONICS, INC	6068	07/16/2015	VERTEX, VX-261 UHF PORTA	001-4310-4510	917.76
SETON LKT FAMILY HEALTH	215778	07/17/2015	RICHARD J SEPEDA DOB: 3/	001-4310-4135	97.50
PTS OF AMERICA, LLC	98329	07/18/2015	CUST # 26 PASSENGER ID #	001-4310-4110	1,332.90
FLOWERS BAKING CO. OF SA	88381058	07/21/2015	CUST # 0040078309 MIC 20	001-4310-3100	315.00
FLOWERS BAKING CO. OF SA	88381060	07/21/2015	CUST # 00400783	001-4310-3100	-65.52
FERRIS JOSEPH PRODUCE, IN	91660	07/21/2015	140 BANANAS EA.	001-4310-3100	55.95
GRAINGER	9796630763	07/21/2015	ACCT # 841505548 FLOOR S	001-4310-4510	964.50
PELLERIN LAUNDRY MACHIN	290021	07/22/2015	CUST # 210658 DOOR STRIK	001-4310-4510	37.12
SYSCO CENTRAL TEXAS, INC	507221393	07/22/2015	CUST # 043430 CHEMICAL &	001-4310-3130	209.71
SYSCO CENTRAL TEXAS, INC	507221394	07/22/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	2,030.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JCO JANITORIAL SUPPLY	82242	07/22/2015	CUST ID: LKCNJL REGULAR T	001-4310-3130	1,034.32
FERRIS JOSEPH PRODUCE, IN	91666	07/22/2015	APPLES 138 CT RED DEL CAS	001-4310-3100	95.87
MARK'S PLUMBING PARTS	INV001436589	07/22/2015	CUST ID: 278898 PRO-PRESS	001-4310-4510	534.84
FARMER BROTHERS. CO.	61956347 SO	07/23/2015	ACCT # 6302473 COFFEE	001-4310-3100	419.60
GEORGE M. SMALL, PH.D.	7/23/15 ZAMORE	07/23/2015	BACKGROUND SURVEY, 16 P	001-4310-4135	135.00
GEORGE M. SMALL, PH.D.	72315 SEPEDA	07/23/2015	BACKGROUND SURVEY, 16PF	001-4310-4135	135.00
FERRIS JOSEPH PRODUCE, IN	91673	07/23/2015	140 BANANAS EA	001-4310-3100	635.95
SYSCO CENTRAL TEXAS, INC	507242940	07/24/2015	CUST # 0403430 DAIRY / ME	001-4310-3100	2,352.95
PFG-TEMPLE	8104353	07/24/2015	CUST # 435577 DRY GROCE	001-4310-3100	1,179.03
UNIFIRST CORPORATION	822 1756160	07/24/2015	ACCT # 222727 SHERIFF'S	001-4310-3130	77.00
FERRIS JOSEPH PRODUCE, IN	91674	07/24/2015	APPLES 138 CT RED DEL CAS	001-4310-3100	137.75
FERRIS JOSEPH PRODUCE, IN	91688	07/26/2015	CABBAGE GREEN 50LB JBO S	001-4310-3100	89.55
CORRECTIONAL MOBILE ME	4011	07/27/2015	1 RAY EXAM PERFORMED AT	001-4310-4110	90.00
FERRIS JOSEPH PRODUCE, IN	91693	07/27/2015	140 BANANAS EA	001-4310-3100	54.95
OFFICE DEPOT	783122286001	07/28/2015	ACCT # 43682634 INSERTS,	001-4310-3130	125.90
PFG-TEMPLE	8107652	07/28/2015	CUST # 435577 DRY GROCE	001-4310-3100	939.43
FLOWERS BAKING CO. OF SA	88381259	07/28/2015	CUST # 0040078309 MIC 20	001-4310-3100	395.28
SYSCO CENTRAL TEXAS, INC	507291557	07/29/2015	CUST # 043430 MEATS / FRO	001-4310-3100	1,726.64
SYSCO CENTRAL TEXAS, INC	507291558	07/29/2015	CUST # 043430 CAN & DRY	001-4310-3130	71.00
AERODYNAMICS AIRCONDITI	719	07/29/2015	RTE # 12 KITCHEN FOUND TR	001-4310-4510	160.00
JCO JANITORIAL SUPPLY	82287	07/29/2015	CUST ID:LKCNJL REGULAR T	001-4310-3130	1,291.16
FERRIS JOSEPH PRODUCE, IN	91702	07/29/2015	140 BANANAS EA	001-4310-3100	53.95
QUILL CORPORATION	6388604	07/30/2015	ACCT # C3400806 QUILL BR	001-4310-3130	119.60
FERRIS JOSEPH PRODUCE, IN	91704	07/30/2015	AA MED 15 DOZ EGGS	001-4310-3100	675.95
SYSCO CENTRAL TEXAS, INC	507312778	07/31/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	2,047.09
PFG-TEMPLE	8111016	07/31/2015	CUSTOMER # 435577 DRY G	001-4310-3100	1,227.01
UNIFIRST CORPORATION	822 1758207	07/31/2015	CUST # 222727 SHERIFF'S	001-4310-3130	77.00
FERRIS JOSEPH PRODUCE, IN	91706	07/31/2015	25 LB 6X6 TOMATOES RCP	001-4310-3100	19.50
FERRIS JOSEPH PRODUCE, IN	91712	07/31/2015	APPLES 138 CT RED DEL CAS	001-4310-3100	200.35
FARMER BROTHERS. CO.	61956243 SO	07/09/2015	ACCT # 6302473 TEA	001-4310-3100	182.00
PFG-TEMPLE	8121293	08/11/2015	CUST # 435577 DRY GROCE	001-4310-3100	-119.96
PFG-TEMPLE	8121293	08/11/2015	CUST # 435577 DRY GROCE	001-4310-3100	1,338.45
FLOWERS BAKING CO. OF SA	88381693	08/11/2015	CUST # 0040078309 MIC 20	001-4310-3100	279.72
COMMUNICATION BY HAND	150812CCJ	08/12/2015	KRISTOPHER MADDUX: 6974	001-4310-4110	185.50
JCO JANITORIAL SUPPLY	82389	08/12/2015	CUST ID: LKCNJL REGULAR T	001-4310-3130	963.57
FERRIS JOSEPH PRODUCE, IN	91723	08/02/2015	CABBAGE GREEN 50 LB JBO S	001-4310-3100	102.60
MEDICAL WHOLESAL, INC.	0435015-IN	08/04/2015	#0004666 BURNFREE DRESS	001-4310-4122	189.77
SUPPLYWORKS	343693321	08/04/2015	ACCT# 360388 ELEC 40 GAL	001-4310-4510	350.90
SMITH SUPPLY CO.- LOCKHA	661519	08/04/2015	WHT ACRL-LATEX W/SIL 181	001-4310-4510	18.90
PFG-TEMPLE	8114321	08/04/2015	CUST # 435577 DRY GROCE	001-4310-3100	557.01
FLOWERS BAKING CO. OF SA	88381476	08/04/2015	CUST # 0040078309 MIC 20	001-4310-3100	330.12
FLOWERS BAKING CO. OF SA	88381478	08/04/2015	OBSO SAND 2 OZ	001-4310-3100	-2.88
FERRIS JOSEPH PRODUCE, IN	91734	08/04/2015	APPLES 138 CT RED DEL CAS	001-4310-3100	79.50
ATCO INTERNATIONAL	10439273	08/04/2015	CUST ID: 126786 ALL-PRO	001-4310-4510	368.00
SYSCO CENTRAL TEXAS, INC	508051696	08/05/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	1,377.98
SYSCO CENTRAL TEXAS, INC	508051697	08/05/2015	CUST # 043430 CHEMICAL &	001-4310-3130	254.72
JCO JANITORIAL SUPPLY	82328	08/05/2015	CUST ID: LKCNJL	001-4310-3130	805.52
FERRIS JOSEPH PRODUCE, IN	91746	08/05/2015	ICEBERG 24 CT	001-4310-3100	18.95
FERRIS JOSEPH PRODUCE, IN	91747	08/06/2015	APPLES 138 CT RED DEL CAS	001-4310-3100	611.45
SYSCO CENTRAL TEXAS, INC	508073047	08/07/2015	CUST #043430 DAIRY / MEA	001-4310-3100	1,909.98
PFG-TEMPLE	8117905	08/07/2015	CUST # 435577 DRY GROCE	001-4310-3100	847.58
UNIFIRST CORPORATION	822 1760262	08/07/2015	CUST # 222727 SHERIFF'S	001-4310-3130	77.00
FERRIS JOSEPH PRODUCE, IN	91757	08/07/2015	120 BANANAS	001-4310-3100	110.40
BLUEBONNET TRAILS MHMR	CALD7/15	08/07/2015	DR. PRICE 7/02 & 7/16/15	001-4310-4110	400.00
MARK'S PLUMBING PARTS	INV001440832	08/07/2015	CUST ID: 278898 KIT, SLOAN	001-4310-4510	351.75
FERRIS JOSEPH PRODUCE, IN	91766	08/09/2015	138 CT APPLES RED DEL CAS	001-4310-3100	68.70

Department 4310 - COUNTY JAIL Total: 40,750.08

Department : 4324 - CONSTABLES - PCT 4

CARL R. OHLENDORF INSURA	15663555 POLICY	08/05/2015	ACCT # CALDW01 ARTHUR	001-4324-2070	50.00
Department 4324 - CONSTABLES - PCT 4 Total:					50.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department : 4325 - HIGHWAY PATROL					
QUILL CORPORATION	6713165	08/11/2015	ACCT # C4881802 QUILL BR	001-4325-3110	8.99
QUILL CORPORATION	6727718	08/11/2015	ACCT # C4881802 8GB PINS	001-4325-3110	59.39
APPLIED CONCEPTS, INC.	274057	08/03/2015	#786442 COUNTING UNIT	001-4325-4610	287.50
Department 4325 - HIGHWAY PATROL Total:					355.88
Department : 6510 - NON-DEPARTMENTAL					
TEXAS ASSOCIATION OF COU	133703	03/11/2015	#00500000001559:000001	001-6510-4845	210.00
GREATER SAN MARCOS PAR	738	06/17/2015	PRESIDENT'S COUNCIL INVES	001-6510-3220	10,000.00
SPRINT	12236591-076	07/20/2015	ACCT # 122236591 6/17 - 7/	001-6510-4425	55.00
DELL SOFTWARE, INC	1000368569	07/28/2015	CUST # 1242658 APPASSUR	001-6510-4110	1,178.76
TIME WARNER CABLE	72815	07/28/2015	ACCT # 8260 16 300 000042	001-6510-4420	3,227.97
TIME WARNER CABLE	72815	07/28/2015	ACCT # 8260 16 300 000042	001-6510-4425	17,412.63
TEXAS ASSOCIATION OF COU	134086	07/31/2015	#0280 COVERAGE PERIOD 7	001-6510-4845	14,609.75
SWAGIT PRODUCTIONS, LLC	6016	07/31/2015	ACCT # 2K130701CC VIDEO	001-6510-4110	750.00
DAVID PIPKINS	81015	08/10/2015	TRUCK TAGS	001-6510-4850	10.50
RICOH USA, INC.	95258986	08/10/2015	ACCT # 505575-1010175A16	001-6510-4610	866.15
PURCHASE POWER	01043695889 AUG	08/13/2015	ACCT # 8000-9090-0143-374	001-6510-4850	153.15
ADAPTIVE TECHNOLOGY SYS	368190	08/14/2015	CO-TERM SUPPORT/MAINT.	001-6510-4510	1,714.00
NICK DORNAK	82015	08/14/2015	AUGUST 2015	001-6510-4870	500.00
AT&T	80515	08/05/2015	ACCT # 512 A13-089 725 3	001-6510-4425	2,384.56
DELL MARKETING L.P.	XJR87K9D1	08/09/2015	CUST # 2120993 ORDER # 8	001-6510-5910	14,900.00
Department 6510 - NON-DEPARTMENTAL Total:					67,972.47
Department : 6520 - BUILDING MAINTENANCE					
LOCKHART - TRUE VALUE	6367 /2	06/12/2015	CUST # 11239 1/2 PT LW FAS	001-6520-5120	17.28
LOCKHART - TRUE VALUE	6490 /2	06/22/2015	CUST # 11239 14 OZ ORANG	001-6520-5120	14.05
CINTAS CORPORATION #86	086216267	07/15/2015	CONTRACT # 01681 ACCT # 0	001-6520-3140	93.06
LOCKHART - TRUE VALUE	6893 /2	07/16/2015	CUST # 11239 SHOP VAC-UN	001-6520-4510	28.47
LOCKHART - TRUE VALUE	6940 /2	07/20/2015	CUST # 11239 1.88" X 60 YD	001-6520-5120	16.98
LOCKHART - TRUE VALUE	6955 /2	07/21/2015	CUST # 11239 MM 2-1/2" CA	001-6520-4510	9.49
LOCKHART - TRUE VALUE	6958 /2	07/21/2015	3/32 X 5-1/2 PIN PUNCH	001-6520-4510	16.27
CINTAS CORPORATION #86	086219506	07/22/2015	CONTRACT # 01681 ACCT # 0	001-6520-3140	93.06
LOCKHART - TRUE VALUE	6969 /2	07/22/2015	CUST # 11239 21" BASIC BO	001-6520-3580	8.49
LOCKHART - TRUE VALUE	7011 /2	07/24/2015	CUST # 11239 DOOR STOP	001-6520-5120	11.06
LOCKHART - TRUE VALUE	7020 /2	07/24/2015	CUST # 11239 MP 1-1/4" FL	001-6520-4510	7.28
SMITH SUPPLY CO.- LOCKHA	660679	07/28/2015	MIRACLE GRO WATERPROOF	001-6520-5120	52.70
CINTAS CORPORATION #86	086222700	07/29/2015	CONTRACT # 01681 ACCT # 0	001-6520-3140	93.06
ROBERT MADDEN, INC.	2337542	07/29/2015	CUST ID: 2621 1-1/2 HP 172	001-6520-5120	315.93
LOCKHART - TRUE VALUE	7077 /2	07/29/2015	CUST #11239 1.88" X 60 YD	001-6520-3520	17.76
SMITH SUPPLY CO.- LOCKHA	661080	07/31/2015	CHAPIN STAND-N-SPRYER 26	001-6520-4510	23.95
SMITH SUPPLY CO.- LOCKHA	661127	07/31/2015	ROUND UP POISON IVY KILLE	001-6520-4510	86.35
UNIFIRST CORPORATION	822 1760620	08/10/2015	CUST # 222727 RTE#F2900	001-6520-3510	32.35
UNIFIRST CORPORATION	822 1762349	08/14/2015	CUST # 222727 RTE # F6110	001-6520-5120	180.45
LOCKHART - TRUE VALUE	7146 /2	08/03/2015	CUST # 11239 SCREWS, NUT	001-6520-3510	33.62
UNIFIRST CORPORATION	822 1758578	08/03/2015	CUST # 222727 PRCT #2	001-6520-3510	32.35
SMITH SUPPLY CO.-LULING	31226	08/04/2015	WASHER FLAT 5/8 EG	001-6520-3510	3.50
ANGEL PEST CONTROL	5785	08/04/2015	CUST # 5129 SITE REF # 813	001-6520-5120	193.00
WILSON RIGGIN	86416	08/05/2015	MALE PLUG	001-6520-5120	3.65
UNIFIRST CORPORATION	822 1760332	08/07/2015	CUST # 222727 COURT HOU	001-6520-5120	180.45
Department 6520 - BUILDING MAINTENANCE Total:					1,564.61
Department : 6560 - COMMISSIONERS COURT					
LEXISNEXIS RISK DATA MAN	20150630	06/30/2015	ACCT # 1623451 JUNE 2015	001-6560-3110	50.00
LOCKHART POST REGISTER	00076474	07/23/2015	NOTICE OF SALARIES FOR EL	001-6560-4310	354.75
LOCKHART POST REGISTER	00076490	07/28/2015	7/23 & 7/30/15 HEARING F	001-6560-4310	37.40
LEXISNEXIS RISK DATA MAN	1623451-20150731	07/31/2015	ACCT # 1623451 JULY 2015	001-6560-3110	50.00
COUNTY JUDGES EDUCATIO	R244828	08/04/2015	ACCT # 220882 20415 COU	001-6560-4810	125.00
THE LULING NEWSBOY & SIG	80615	08/06/2015	NOTICE OF PUBLIC HEARING	001-6560-4310	60.90
Department 6560 - COMMISSIONERS COURT Total:					678.05
Department : 6640 - CODE INVESTIGATOR					
RELIABLE TIRE DISPOSAL	1330	07/24/2015	23 PASSENGER / LIGHT TRUC	001-6640-3151	82.75

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Vendor Name	Payable Number	Post Date
CENTRAL TEXAS REFUSE, INC	1130866	07/31/2015

Description (Item)	Account Number	Amount
ACCT # 1119389 DUMP 30 Y	001-6640-4610	511.60
Department 6640 - CODE INVESTIGATOR Total:		594.35

Department : 6650 - EMERG MGNT / HOMELAND SEC		
TETRA TECH, INC.	50946202	08/06/2015

PROJECT # 103RS3929 MON	001-6650-4710	19,802.29
Department 6650 - EMERG MGNT / HOMELAND SEC Total:		19,802.29

Department : 7620 - COUNTY WELFARE		
GERARD RICKHOFF	2015MH2005	06/30/2015
TRAVIS COUNTY CLERK	C-1-MH-14-001706	07/28/2015
TRAVIS COUNTY CLERK	15-001561	08/10/2015
TRAVIS COUNTY CLERK	15-001532	08/04/2015
CITY OF LULING EMS	62015	08/05/2015

CAUSE #2015MH2005 K. BO	001-7620-4312	491.00
CAUSE # C-1-MH-14-001706	001-7620-4312	414.00
CAUSE # C-1-MH-15-001561	001-7620-4312	414.00
CAUSE # C-1-MH-15-001532	001-7620-4312	439.00
OPERATING EXPENSES LULIN	001-7620-4340	15,227.50
Department 7620 - COUNTY WELFARE Total:		16,985.50
Fund 001 - GENERAL FUND Total:		255,375.19

Fund: 002 - UNIT ROAD FUND

Department : 1101 - ADMINISTRATION		
VINYL CONNECTION	855	07/14/2015
SOUTHERN TIRE MART, LLC	63155327	07/28/2015
PATHMARK TRAFFIC PROD.	012933	07/31/2015
LOCKHART - TRUE VALUE	7243 /2	08/10/2015
LOCKHART - TRUE VALUE	7248 /2	08/10/2015
LOCKHART - TRUE VALUE	7276 /2	08/12/2015
BAKER DISTRIBUTING COMP	P219768	08/12/2015
SMITH SUPPLY CO.-LULING	31512	08/13/2015
LOCKHART - TRUE VALUE	7206 /02	08/06/2015
BOEHRM TRACTOR SALES, INC	CT139929	08/06/2015
JOHNSON OIL CO.	0784128	08/07/2015
TUBE CITY IMS LOCKBOX	10058073	08/09/2015

15" X 50 YDS ENGINEER GRA	002-1101-3130	243.00
CUST # 142726 11R22.5 FS5	002-1101-3190	568.08
CUST # 00C1056 24 X 30 AL	002-1101-3181	155.00
CUST # 11239 GALLON BAR	002-1101-3130	42.97
CUST # 11239 FISHBOWL OF	002-1101-3130	4.90
CUST # 11239 10 LB 1/8 601	002-1101-3130	27.99
CUST # 047519 FAN BLADE	002-1101-3130	19.32
DURACELL AA 2 PACK	002-1101-3130	34.75
CUST # 11239 SLEEVE	002-1101-3190	35.36
ACCT # C03021 TIRES	002-1101-3190	2,394.27
CUST # 0546171 LITH COMP	002-1101-3170	259.00
CUST # C01632 SEAL COATI	002-1101-4630	157.47
Department 1101 - ADMINISTRATION Total:		3,942.11

Department : 1102 - VEHICLE MAINTENANCE		
LULING CHEVROLET	20559	07/31/2015
GLOSSERMAN AUTOMOTIVE	061383	08/10/2015
LONGHORN INTERNATIONAL	945573	08/10/2015
FREIGHTLINER OF AUSTIN	AP291003	08/10/2015
GLOSSERMAN AUTOMOTIVE	061500	08/13/2015
HYDRAULIC HOUSE	93273	08/03/2015
RDO EQUIPMENT CO.	P26977	08/03/2015
RDO EQUIPMENT CO.	P26980	08/03/2015
GLOSSERMAN AUTOMOTIVE	061159	08/04/2015

CUST # 507 # CONTROL	002-1102-3136	174.55
ACCT # 1010 NAPA GOLD FU	002-1102-3136	39.60
ACCT # 8110 FILTER	002-1102-3136	371.94
CUST ACCT # 1638 HPFD AN	002-1102-3136	111.44
CUST # 1010 SWIVEL	002-1102-3136	239.95
CYL REPAIR - BUFFED PISTON	002-1102-4510	460.00
ACCT # 7269004 FILLER CAP	002-1102-3136	416.30
ACCT # 7269004 ORDER # 1	002-1102-3136	50.24
ACCT # 1010 HEADLIGHT CO	002-1102-3136	65.49
Department 1102 - VEHICLE MAINTENANCE Total:		1,929.51

Department : 1103 - FLEET MAINTENANCE		
INTERSTATE BATTERIES-MET	360021747	06/12/2015
AUTO EQUIPMENT SERVICE	21084	07/31/2015
GLOSSERMAN AUTOMOTIVE	061453	08/12/2015
LOCKHART MOTOR CO.,INC.	T39063	08/13/2015
HENRY'S TOWING SERVICE	00299	08/04/2015
1-800-RADIATOR & A/C	33418996	08/04/2015
1-800-RADIATOR & A/C	33419093	08/04/2015
LOCKHART MOTOR CO.,INC.	T39016	08/04/2015

ACCT # 3810 SC34DU	002-1103-3135	195.95
RA20008, 2 @ 3.67	002-1103-3135	18.61
ACCT # 1010 NON-CHLOR B	002-1103-3135	47.88
CUST # 3810 KIT - SENSOR A	002-1103-3135	162.93
LICENSE # 100-2789 DODGE	002-1103-4529	233.00
CUST # 300429287 FAN-ASS	002-1103-3135	226.96
CUST # 300429287 T-STATS	002-1103-3135	12.00
CUST # 3810 PINION SEAL	002-1103-3135	12.39
Department 1103 - FLEET MAINTENANCE Total:		909.72
Fund 002 - UNIT ROAD FUND Total:		6,781.34

Fund: 003 - RECORDS PRESERVATION FUND

Department : 3000 - COUNTY CLERK EXP		
TYLER TECHNOLOGIES, INC.	025-130025	08/01/2015

CUST#47804 WEB HOSTING-	003-3000-4520	564.67
Department 3000 - COUNTY CLERK EXP Total:		564.67
Fund 003 - RECORDS PRESERVATION FUND Total:		564.67

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 010 - GRANT FUND					
Department : 1000 - DEPARTMENTS - Header					
RONNIE REEVES	81215	08/17/2015	11 HOGS	010-1000-4850	55.00
BENNY LEAL	81215	08/17/2015	21 HOGS	010-1000-4850	105.00
JOHNNY TAYLOR	81215	08/17/2015	175 HOGS	010-1000-4850	875.00
MICHAEL RINEHART	81215	08/17/2015	7 HOGS	010-1000-4850	35.00
VALENTINE RAMIREZ	81215	08/17/2015	40 HOGS	010-1000-4850	200.00
GLORIA KNIGHT	81215	08/17/2015	100 HOGS	010-1000-4850	500.00
James Stone	81215	08/17/2015	38 HOGS	010-1000-4850	190.00
Department 1000 - DEPARTMENTS - Header Total:					1,960.00
Department : 6600 - ENG. & SUBDIVISION					
INDUSTIAL ASPHALT, LLC	55716	08/04/2015	CUST # 1145 JOB # 1.C1879	010-6600-5122	2,346.50
Department 6600 - ENG. & SUBDIVISION Total:					2,346.50
Department : 7700 - SH130					
JONES & CARTER, INC.	218263-A	07/27/2015	VENDOR ID: 1870750090800	010-7700-4070	54,411.91
JONES & CARTER, INC.	220844	07/31/2015	JOB # 12942-001-00 6	010-7700-4070	66,331.69
Department 7700 - SH130 Total:					120,743.60
Fund 010 - GRANT FUND Total:					125,050.10
Grand Total:					387,771.30

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	255,375.19
002 - UNIT ROAD FUND	6,781.34
003 - RECORDS PRESERVATION FUND	564.67
010 - GRANT FUND	125,050.10
Grand Total:	387,771.30

Account Summary

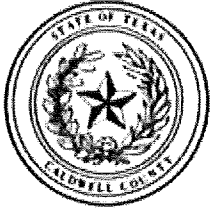
Account Number	Account Name	Expense Amount
001-1370	POSTAGE INVENTORY	2,000.00
001-1420	FUTURE BUDGET EXPEN	69,790.58
001-2120-3110	OFFICE SUPPLIES	427.94
001-2130-3120	POSTAGE	88.00
001-2140-3110	OFFICE SUPPLIES	34.75
001-2140-4110	PROFESSIONAL SERVICE	1,981.61
001-2150-3145	Remote Site Trans Fees	87.84
001-2865	DUE TO STATE - OTHER	260.00
001-3200-3110	OFFICE SUPPLIES	325.50
001-3200-4315	PUBLICATIONS	455.00
001-3220-4810	TRAINING	100.00
001-3230-3110	OFFICE SUPPLIES	44.58
001-3230-4011	ADMINISTRATIVE EXPEN	291.00
001-3230-4080	ADULT - ATTY LITIGATIO	308.26
001-3230-4160	ADULT - INDIGENT ATTO	19,868.60
001-3230-4180	JUVENILE - INDIGENT AT	1,671.00
001-3240-4080	ADULT - ATTY LITIGATIO	59.19
001-3240-4160	ADULT - INDIGENT ATTO	6,920.00
001-3240-4810	TRAINING	139.00
001-3254-2070	EMPLOYEE BONDING	71.00
001-3254-4810	TRAINING	168.70
001-4300-2090	OTHER INSURANCE	71.00
001-4300-3130	OPERATING SUPPLIES	1,358.68
001-4300-4610	RENTALS	99.73
001-4310-3100	FOOD SUPPLIES	22,278.64
001-4310-3130	OPERATING SUPPLIES	5,637.65
001-4310-4110	PROFESSIONAL SERVICE	7,488.75
001-4310-4122	INMATE MEDICATION	189.77
001-4310-4135	EMPLOYEE PHYSICALS	757.50
001-4310-4510	REPAIRS & MAINTENAN	4,397.77
001-4324-2070	EMPLOYEE BONDING	50.00
001-4325-3110	OFFICE SUPPLIES	68.38
001-4325-4610	RENTALS	287.50
001-6510-3220	ECONOMIC DEVELOPME	10,000.00
001-6510-4110	PROFESSIONAL SERVICE	1,928.76
001-6510-4420	Telephone	3,227.97
001-6510-4425	FAX & INTERNET	19,852.19
001-6510-4510	REPAIRS & MAINTENAN	1,714.00
001-6510-4610	RENTALS	866.15
001-6510-4845	INSURANCE	14,819.75
001-6510-4850	MISCELLANEOUS	163.65
001-6510-4870	HOG - OUT PROGRAM	500.00
001-6510-5910	OTHER CAPITAL OUTLAY	14,900.00
001-6520-3140	UNIFORMS	279.18
001-6520-3510	LULING ANNEX	101.82
001-6520-3520	TAX OFFICE BUILDING-L	17.76
001-6520-3580	JUVENILE DETENTION CT	8.49
001-6520-4510	REPAIRS & MAINTENAN	171.81
001-6520-5120	CALDWELL CO. COURTH	985.55

Account Summary

Account Number	Account Name	Expense Amount
001-6560-3110	OFFICE SUPPLIES	100.00
001-6560-4310	ADVERTISING AND LEGA	453.05
001-6560-4810	TRAINING	125.00
001-6640-3151	DISPOSAL FEES	82.75
001-6640-4610	RENTALS	511.60
001-6650-4710	FEMA-2015	19,802.29
001-7620-4312	SANITY HEARINGS	1,758.00
001-7620-4340	LULING EMS	15,227.50
002-1101-3130	OPERATING SUPPLIES	372.93
002-1101-3170	LUBRICANTS	259.00
002-1101-3181	SIGNS	155.00
002-1101-3190	TIRES	2,997.71
002-1101-4630	SEAL COATING	157.47
002-1102-3136	SUPPLIES & SMALL TOO	1,469.51
002-1102-4510	REPAIRS & MAINTENAN	460.00
002-1103-3135	OPERATING SUPPLIES	676.72
002-1103-4529	CONTRACT LABOR	233.00
003-3000-4520	SOFTWARE MAINTENAN	564.67
010-1000-4850	MISCELLANEOUS	1,960.00
010-6600-5122	MATERIAL-CR 197 YOUN	2,346.50
010-7700-4070	SH130 Project Fees	120,743.60
	Grand Total:	387,771.30

Project Account Summary

Project Account Key	Expense Amount
None	387,771.30
Grand Total:	387,771.30



Caldwell County, TX

Payment Register

APPKT00848 - 8/24/15 A/P check run

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number	Vendor Name			Total Vendor Amount
<u>1800RA</u>	1-800-RADIATOR & A/C			238.96
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	238.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>33418996</u>	CUST # 300429287 FAN-ASS-2007 DODGE CHARGER	08/04/2015	08/24/2015	0.00 226.96
<u>33419093</u>	CUST # 300429287 T-STATS ENGINE COOLANT THERMO	08/04/2015	08/24/2015	0.00 12.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ADAROW</u>	ADAM D. ROWINS			987.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	987.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>14-FL-311 2</u>	CAUSE # 14-FL-311 L.G.	08/05/2015	08/24/2015	0.00 28.00
<u>14-FL-312 1</u>	CAUSE # 14-FL-312 M.C.L.	08/05/2015	08/24/2015	0.00 301.00
<u>14-FL-385 2</u>	CAUSE # 14-FL-385 C.F.	08/05/2015	08/24/2015	0.00 280.00
<u>15-FL-269</u>	CAUSE # 15-FL-269 R.L.	08/05/2015	08/24/2015	0.00 378.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ADATEC</u>	ADAPTIVE TECHNOLOGY SYSTEMS			1,714.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	1,714.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>368190</u>	CO-TERM SUPPORT/MAINT. FOR 2 FORTIGATE 200D FIRE	08/14/2015	08/24/2015	0.00 1,714.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AERDYN</u>	AERODYNAMICS AIRCONDITIONING & REFRIG.			160.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	160.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>719</u>	RTE # 12 KITCHEN FOUND TRIPPED FIRE ALARM	07/29/2015	08/24/2015	0.00 160.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AMAMCD</u>	AMANDA SUE MCDANIEL			2,168.06
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	2,168.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>14-054</u>	CAUSE # 14-054 B.K.	07/22/2015	08/24/2015	0.00 350.00
<u>CR 13-127</u>	CAUSE # 13-127 D. D.	07/22/2015	08/24/2015	0.00 1,007.57
<u>CR 2013-186</u>	CAUSE # CR 2013-186 BRANDON MCCULLOUGH	07/22/2015	08/24/2015	0.00 810.49

Vendor Number	Vendor Name			Total Vendor Amount
<u>ANGPES</u>	ANGEL PEST CONTROL			193.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		08/19/2015	193.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>5785</u>	CUST # 5129 SITE REF # 8130 MONTHLY	08/04/2015	08/24/2015	0.00 193.00

Payment Register

APPKT00848 - 8/24/15 A/P check run

Vendor Number	Vendor Name					Total Vendor Amount
<u>APPCON</u>	APPLIED CONCEPTS, INC.					287.50
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 287.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>274057</u>	#786442 COUNTING UNIT	08/03/2015	08/24/2015	0.00	287.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>APWELE</u>	APW ELECTRONICS, INC					1,611.76
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 1,611.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6068</u>	VERTEX, VX-261 UHF PORTABLE RADIO 450-512	07/16/2015	08/24/2015	0.00	917.76	
<u>6077</u>	CURT 1-WIRE EARPIECE: C-RING EARLOOP,	07/15/2015	08/24/2015	0.00	694.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>AT0189</u>	AT&T					2,384.56
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 2,384.56
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80515</u>	ACCT # 512 A13-089 725 3 8/5 - 9/04/15	08/05/2015	08/24/2015	0.00	2,384.56	
Vendor Number	Vendor Name					Total Vendor Amount
<u>ATCINT</u>	ATCO INTERNATIONAL					368.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 368.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10439273</u>	CUST ID: 126786 ALL-PRO	08/04/2015	08/24/2015	0.00	368.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>AUTEQU</u>	AUTO EQUIPMENT SERVICE					18.61
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 18.61
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21084</u>	RA20008, 2 @ 3.67	07/31/2015	08/24/2015	0.00	18.61	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BAKDIS</u>	BAKER DISTRIBUTING COMPANY					19.32
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 19.32
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>P219768</u>	CUST # 047519 FAN BLADE	08/12/2015	08/24/2015	0.00	19.32	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BARMOL</u>	BARBARA MOLINA					800.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 800.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2487-15CC</u>	CAUSE # 2487-15CC M. C. S.	07/31/2015	08/24/2015	0.00	300.00	
<u>40644</u>	CAUSE # 40644 E.N.H.	05/22/2015	08/24/2015	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BENLEA</u>	BENNY LEAL					105.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						08/19/2015 105.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81215</u>	21 HOGS	08/17/2015	08/24/2015	0.00	105.00	

Payment Register

APPKT00848 - 8/24/15 A/P check run

Vendor Number	Vendor Name					Total Vendor Amount	
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					400.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	400.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>CALD7/15</u>	DR. PRICE 7/02 & 7/16/15	08/07/2015	08/24/2015	0.00	400.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>BOETRA</u>	BOEHM TRACTOR SALES, INC.					2,394.27	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	2,394.27		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>CT139929</u>	ACCT # C03021 TIRES	08/06/2015	08/24/2015	0.00	2,394.27		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					3,598.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	3,598.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>09-274</u>	CAUSE # 09-274 K.M.D.	08/04/2015	08/24/2015	0.00	300.00		
<u>14-FL-155_2</u>	CAUSE # 14-FL-155 C.G. / Z.S. / K.S.	08/05/2015	08/24/2015	0.00	721.00		
<u>14-FL-384_1</u>	CAUSE # 14-FL-384 L.B.	08/05/2015	08/24/2015	0.00	397.50		
<u>15-FL-158</u>	CAUSE #15-FL-158 K.B.	08/05/2015	08/24/2015	0.00	560.00		
<u>15-FL-274</u>	CAUSE # 15-FL-274 J.O. / L.O.	08/05/2015	08/24/2015	0.00	189.00		
<u>15-FL-277</u>	CAUSE # 15-FL-277 A.J.W.	08/05/2015	08/24/2015	0.00	73.50		
<u>15-FL-299</u>	CAUSE # 15-FL-299 M.B. & B.V.	08/05/2015	08/24/2015	0.00	182.00		
<u>15-J-2492_1</u>	CAUSE # 15-J-2492 C.I.D.	07/31/2015	08/24/2015	0.00	200.00		
<u>42638</u>	CAUSE # 42638 T.M.	06/16/2015	08/24/2015	0.00	650.00		
<u>44,121</u>	CAUSE # 44,121 D.R.	05/22/2015	08/24/2015	0.00	325.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CALAPP</u>	CALDWELL COUNTY APPRAISAL DIST					1,981.61	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	1,981.61		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>8615</u>	JULY, 2015 REIMBURSEMENT REQUEST	08/10/2015	08/24/2015	0.00	1,981.61		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE					192.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	192.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14589</u>	POLICY # 71664423 ACCT # CALDW13 M. ROGERS	05/24/2015	08/24/2015	0.00	71.00		
<u>15663555_POLICY</u>	ACCT # CALDW01 ARTHUR VILLARREAL 9/28/15-9/28/15	08/05/2015	08/24/2015	0.00	50.00		
<u>71693868_POLICY</u>	ACCT # CALDW01 LETICIA NINO NOTARY BOND/FEE	08/05/2015	08/24/2015	0.00	71.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CENREF</u>	CENTRAL TEXAS REFUSE, INC					511.60	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	511.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1130866</u>	ACCT # 1119389 DUMP 30 YD / RENT 30 YD	07/31/2015	08/24/2015	0.00	511.60		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC					244.22	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	244.22		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>103321</u>	CLIENT ID: 4988 PATIENT ID: 49044 TOSCA	07/27/2015	08/24/2015	0.00	244.22		

Payment Register

APPKT00848 - 8/24/15 A/P check run

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CINTAS</u>	CINTAS CORPORATION #86					279.18	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	279.18	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>086216267</u>	CONTRACT # 01681 ACCT # 09158 CUST # 09158	07/15/2015	08/24/2015	0.00	93.06		
<u>086219506</u>	CONTRACT # 01681 ACCT # 09158 CUST #09158	07/22/2015	08/24/2015	0.00	93.06		
<u>086222700</u>	CONTRACT # 01681 ACCT # 09158 CUST # 09158	07/29/2015	08/24/2015	0.00	93.06		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CITEME</u>	CITY OF LOCKHART EMS					1,441.55	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	1,441.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>00019879</u>	PATIENT'S ACCT #159965 HERRERA,N. DOB: 12/30/1949	04/19/2015	08/24/2015	0.00	556.68		
<u>00064112</u>	PATIENT'S ACCT #1510958 JODI R K JONES DOB: 10/13/	04/29/2015	08/24/2015	0.00	335.39		
<u>SO# 00033619</u>	PATIENT ACCT #1511192 ZUMWALT, C. N. DOB: 10-26-1	05/02/2015	08/24/2015	0.00	549.48		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CITLUL</u>	CITY OF LULING EMS					15,227.50	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	15,227.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>62015</u>	OPERATING EXPENSES LULING EMS JUNE, 2015	08/05/2015	08/24/2015	0.00	15,227.50		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK					872.60	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	872.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>05-FL-081_2</u>	CAUSE # 05-FL-081 C.S.	08/05/2015	08/24/2015	0.00	94.00		
<u>14-FL-427</u>	CAUSE # 14-FL-427 S.M & L.P.	08/05/2015	08/24/2015	0.00	147.00		
<u>15-FL-045_1</u>	CAUSE # 15-FL-045 T.S. / T.S. / T.TL & T.J.	08/05/2015	08/24/2015	0.00	112.00		
<u>42971</u>	CAUSE # 42971 C.A.H.	05/21/2015	08/24/2015	0.00	519.60		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>COLWIS</u>	COLIN WISE					708.00	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	708.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>42126</u>	CAUSE #42126 M.S.F.	05/20/2015	08/24/2015	0.00	300.00		
<u>44295</u>	CAUSE # 44295 M.A.M.	05/21/2015	08/24/2015	0.00	408.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>COMHAN</u>	COMMUNICATION BY HAND LLC					385.50	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	385.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>150812CCD</u>	CAUSE #15-043 D. DRUMMOND	08/12/2015	08/24/2015	0.00	200.00		
<u>150812CCJ</u>	KRISTOPHER MADDUX: 69742	08/12/2015	08/24/2015	0.00	185.50		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>CORMOB</u>	CORRECTIONAL MOBILE MEDICAL SERVICES					90.00	
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	90.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>4011</u>	1 S-RAY EXAMS PERFORMED AT CALDWELL CO.	07/27/2015	08/24/2015	0.00	90.00		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>COJEDU</u>	COUNTY JUDGES EDUCATION FUND					125.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>R244828</u>	ACCT # 220882 20415 COUNTY COURT ASSISTANTS COM	08/04/2015	08/24/2015	0.00	125.00	
<u>DANMCC</u>	DAN MCCORMACK					2,454.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2515-15 CC</u>	CAUSE # 2515-15 CC A.G.	07/31/2015	08/24/2015	0.00	450.00	
<u>43,729</u>	CAUSE # 43,729 M.M.	06/17/2015	08/24/2015	0.00	500.00	
<u>43,777</u>	CAUSE # 43,777 V.D.	06/18/2015	08/24/2015	0.00	750.00	
<u>44,125</u>	CAUSE # 44,125 R.A.W.	05/21/2015	08/24/2015	0.00	754.00	
<u>DAVCOL</u>	DAVID M COLLINS					75.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-097</u>	CAUSE # 15-097 C.T.	07/23/2015	08/24/2015	0.00	75.00	
<u>DAVIMEN</u>	DAVID MENDOZA					200.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>43981</u>	CAUSE # 43981 M.M.	06/15/2015	08/24/2015	0.00	200.00	
<u>DAVPIP</u>	DAVID PIPKINS					10.50
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81015</u>	TRUCK TAGS	08/10/2015	08/10/2015	0.00	10.50	
<u>DELCOM</u>	DELL MARKETING L.P.					14,900.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>XJR87K9D1</u>	CUST # 2120993 ORDER # 867959914	08/09/2015	08/24/2015	0.00	14,900.00	
<u>DELSOF</u>	DELL SOFTWARE, INC					1,178.76
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1000368569</u>	CUST # 1242658 APPASSURE BACKUP / REPLICATION FO	07/28/2015	08/24/2015	0.00	1,178.76	
<u>DEWPOT</u>	DEWITT POTHS & SON					376.38
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>447043-0</u>	CUST # 12430 SANITIZER, HAND, GEL	07/30/2015	08/24/2015	0.00	44.58	
<u>447367-0</u>	CUST # 12430 SPOTPAPER	08/05/2015	08/24/2015	0.00	34.75	
<u>447682-0</u>	CUST # 12430 BOOK, RCPT, SPIRAL, MON	08/07/2015	08/24/2015	0.00	179.15	
<u>447682-0 CM</u>	CUST # 12430 STAPLER	08/07/2015	08/07/2015	0.00	-13.99	
<u>447751-0</u>	CUST # 12430 SPOTPAPER	08/07/2015	08/24/2015	0.00	69.50	

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<u>447819-0</u>	CUST # 12430 STAPLER, ELEC, BLACK	08/10/2015	08/24/2015	0.00	62.39		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>DORSAU</u>	DORAN GEORGE SAUER					655.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	655.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14-288</u>	CAUSE # 14-288 A.J.E.	07/22/2015	08/24/2015	0.00	655.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>EDOTEC</u>	EDOC TECHNOLOGIES, INC.					19,750.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	19,750.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>16123</u>	DIST ATTNYS PACKAGE MAINT. 10/2015 - 9/2016	08/01/2015	08/24/2015	0.00	7,500.00		
<u>16124</u>	ANNUAL MAINTENTANCE - 10/2015 - 9/2016	08/01/2015	08/24/2015	0.00	12,250.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>EDWMAT</u>	EDWIN MATIAS					620.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	620.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>15-044 / 15-045</u>	CAUSE # 15-044 / 15-045 T.J.S.	07/23/2015	08/24/2015	0.00	620.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>EMEPHY</u>	EMERGENCY PHYSICIANS CENTRAL TEXAS					1,048.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	1,048.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2015068745</u>	ACCT #Q00170149 CHANCE, STEVEN R. DOB:3/03/75	06/27/2015	08/24/2015	0.00	1,048.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>FARBRO</u>	FARMER BROTHERS. CO.					601.60	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	601.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>61956243 SO</u>	ACCT # 6302473 TEA	07/09/2015	08/24/2015	0.00	182.00		
<u>61956347 SO</u>	ACCT # 6302473 COFFEE	07/23/2015	08/24/2015	0.00	419.60		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>FERJOS</u>	FERRIS JOSEPH PRODUCE, INC.					3,011.37	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/19/2015	3,011.37		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>91660</u>	140 BANANAS EA.	07/21/2015	08/24/2015	0.00	55.95		
<u>91666</u>	APPLES 138 CT RED DEL CASE	07/22/2015	08/24/2015	0.00	95.87		
<u>91673</u>	140 BANANAS EA	07/23/2015	08/24/2015	0.00	635.95		
<u>91674</u>	APPLES 138 CT RED DEL CASE	07/24/2015	08/24/2015	0.00	137.75		
<u>91688</u>	CABBAGE GREEN 50LB JBO SACK	07/26/2015	08/24/2015	0.00	89.55		
<u>91693</u>	140 BANANAS EA	07/27/2015	08/24/2015	0.00	54.95		
<u>91702</u>	140 BANANAS EA	07/29/2015	08/24/2015	0.00	53.95		
<u>91704</u>	AA MED 15 DOZ EGGS	07/30/2015	08/24/2015	0.00	675.95		
<u>91706</u>	25 LB 6X6 TOMATOES RCP	07/31/2015	08/24/2015	0.00	19.50		
<u>91712</u>	APPLES 138 CT RED DEL CASE	07/31/2015	08/24/2015	0.00	200.35		
<u>91723</u>	CABBAGE GREEN 50 LB JBO SACK	08/02/2015	08/24/2015	0.00	102.60		
<u>91734</u>	APPLES 138 CT RED DEL CASE	08/04/2015	08/24/2015	0.00	79.50		
<u>91746</u>	ICEBERG 24 CT	08/05/2015	08/24/2015	0.00	18.95		
<u>91747</u>	APPLES 138 CT RED DEL CASE	08/06/2015	08/24/2015	0.00	611.45		
<u>91757</u>	120 BANANAS	08/07/2015	08/24/2015	0.00	110.40		
<u>91766</u>	138 CT APPLES RED DEL CASE	08/09/2015	08/24/2015	0.00	68.70		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO					1,251.72
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	1,251.72			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>88381058</u>	CUST # 0040078309 MIC 20 7" FL TOR	07/21/2015	08/24/2015	0.00	315.00	
<u>88381060</u>	CUST # 0040078309 OBSOL SAND 2 OZ	07/21/2015	08/24/2015	0.00	-65.52	
<u>88381259</u>	CUST # 0040078309 MIC 20 7" FL TOR	07/28/2015	08/24/2015	0.00	395.28	
<u>88381476</u>	CUST # 0040078309 MIC 20 7" FL TOR	08/04/2015	08/24/2015	0.00	330.12	
<u>88381478</u>	OBSO SAND 2 OZ	08/04/2015	08/04/2015	0.00	-2.88	
<u>88381693</u>	CUST # 0040078309 MIC 20 7" FL TOR	08/11/2015	08/24/2015	0.00	279.72	

Vendor Number	Vendor Name					Total Vendor Amount
<u>FREAUS</u>	FREIGHTLINER OF AUSTIN					111.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	111.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>AP291003</u>	CUST ACCT # 1638 HPFD AND DAMPER	08/10/2015	08/24/2015	0.00	111.44	

Vendor Number	Vendor Name					Total Vendor Amount
<u>GEOCAM</u>	GEORGE CAMERON					75.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	75.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>283545</u>	3 HD DONKEY REMOVAL	07/30/2015	08/24/2015	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>GEOSMA</u>	GEORGE M. SMALL, PH.D.					270.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	270.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>7/23/15_ZAMORE</u>	BACKGROUND SURVEY, 16 PF, INTERVIEW	07/23/2015	08/24/2015	0.00	135.00	
<u>72315_SEPEDA</u>	BACKGROUND SURVEY, 16PF, INTERVIEW	07/23/2015	08/24/2015	0.00	135.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>GERRIC</u>	GERARD RICKHOFF					491.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	491.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2015MH2005</u>	CAUSE #2015MH2005 K. BOND BILL # 132896	06/30/2015	08/24/2015	0.00	491.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>GLOKNI</u>	GLORIA KNIGHT					500.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	500.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81215</u>	100 HOGS	08/17/2015	08/24/2015	0.00	500.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER					392.92
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	392.92			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>061159</u>	ACCT # 1010 HEADLIGHT CONNECTOR	08/04/2015	08/24/2015	0.00	65.49	
<u>061383</u>	ACCT # 1010 NAPA GOLD FUEL FILTER	08/10/2015	08/24/2015	0.00	39.60	
<u>061453</u>	ACCT # 1010 NON-CHLOR BRAKE CLNR	08/12/2015	08/24/2015	0.00	47.88	
<u>061500</u>	CUST # 1010 SWIVEL	08/13/2015	08/24/2015	0.00	239.95	

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Vendor Number	Vendor Name						Total Vendor Amount
<u>GRAING</u>	GRAINGER						964.50
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	964.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>9796630763</u>	ACCT # 84150548 FLOOR SCRUBBER, SINGLE, 20 IN, 1	07/21/2015	08/24/2015	0.00	964.50		
<u>GREMAR</u>	GREATER SAN MARCOS PARTNERSHIP						10,000.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	10,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>738</u>	PRESIDENT'S COUNCIL INVESTOR - FY 2015	06/17/2015	08/24/2015	0.00	10,000.00		
<u>HENTOW</u>	HENRY'S TOWING SERVICE						233.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	233.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>00299</u>	LICENSE # 100-2789 DODGE CHARGER - BLACK	08/04/2015	08/24/2015	0.00	233.00		
<u>HYDHOU</u>	HYDRAULIC HOUSE						460.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	460.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>93273</u>	CYL REPAIR - BUFFED PISTON AND GLAND REPACK AND	08/03/2015	08/24/2015	0.00	460.00		
<u>INDASP</u>	INDUSTIAL ASPHALT, LLC						2,346.50
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	2,346.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>55716</u>	CUST # 1145 JOB # 1.C1879	08/04/2015	08/24/2015	0.00	2,346.50		
<u>INTBAT</u>	INTERSTATE BATTERIES-METRO AUSTIN						195.95
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	195.95
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>360021747</u>	ACCT # 3810 SC34DU	06/12/2015	08/24/2015	0.00	195.95		
<u>JJWELL</u>	J.J. WELLS						250.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>15-083</u>	CAUSE # 15-083 R.G.G.	07/31/2015	08/24/2015	0.00	250.00		
<u>JAMHAN</u>	JAMES E. HANDY						721.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	721.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>13-FL-146_1</u>	CAUSE # 13-FL-146 C.M.	08/05/2015	08/24/2015	0.00	518.00		
<u>15-FL-082</u>	CAUSE # 15-FL-082 H.P.	08/05/2015	08/24/2015	0.00	203.00		

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Vendor Number	Vendor Name						Total Vendor Amount
<u>JAMSTO</u>	James Stone						190.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	190.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>81215</u>	38 HOGS	08/17/2015	08/24/2015	0.00	190.00		
<u>JANWIL</u>	JANA G. WILLIAMS						168.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	168.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14-FL-229 1</u>	CAUSE # 14-FL-229 Z.L.G.	08/05/2015	08/24/2015	0.00	119.00		
<u>15-FL-098 4</u>	CAUSE # 15-FL-098 I.N.V.	08/05/2015	08/24/2015	0.00	49.00		
<u>JASTRU</u>	JASON TRUMPLER						457.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	457.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2015-017</u>	CAUSE # 2015-017 L.G.	07/23/2015	08/24/2015	0.00	457.00		
<u>JCOJAN</u>	JCO JANITORIAL SUPPLY						4,094.57
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	4,094.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>82242</u>	CUST ID: LKCNJL REGULAR TOILET PAPER	07/22/2015	08/24/2015	0.00	1,034.32		
<u>82287</u>	CUST ID: LKCNJL REGULAR TOILET PAPER	07/29/2015	08/24/2015	0.00	1,291.16		
<u>82328</u>	CUST ID: LKCNJL	08/05/2015	08/24/2015	0.00	805.52		
<u>82389</u>	CUST ID: LKCNJL REGULAR TOILET PAPER	08/12/2015	08/24/2015	0.00	963.57		
<u>JOHBUT</u>	JOHN BUTLER						750.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	750.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>07-345</u>	CAUSE # 07-345 S.C.G.	07/22/2015	08/24/2015	0.00	350.00		
<u>12-213</u>	CAUSE # 12-213 C.F.	08/03/2015	08/24/2015	0.00	400.00		
<u>JOHNDE</u>	JOHN DE LA VINA						1,100.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	1,100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14-292</u>	CAUSE # 14-292 S.R.	07/28/2015	08/24/2015	0.00	1,100.00		
<u>JOHHIN</u>	JOHN HINDERA						1,515.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	1,515.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14-224</u>	CAUSE # 14-224 C.W.	08/06/2015	08/24/2015	0.00	1,515.00		
<u>JOHTAY</u>	JOHNNY TAYLOR						875.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	875.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>81215</u>	175 HOGS	08/17/2015	08/24/2015	0.00	875.00		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>JOHOIL</u>	JOHNSON OIL CO.					259.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	259.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0784128</u>	CUST # 0546171 LITH COMPLEX EP 2	08/07/2015	08/24/2015	0.00	259.00	
<u>JONCAR</u>	JONES & CARTER, INC.					120,743.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	120,743.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>218263-A</u>	VENDOR ID: 18707500908000 3/16 - 4/30/15	07/27/2015	08/24/2015	0.00	54,411.91	
<u>220844</u>	JOB # 12942-001-00 6/1 - 30/15	07/31/2015	08/24/2015	0.00	66,331.69	
<u>LARRAS</u>	LARRY O. RASCO					300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44,390</u>	CAUSE # 44,390 J.N. JR.	06/18/2015	08/24/2015	0.00	300.00	
<u>LAWENF</u>	LAW ENFORCEMENT SYSTEMS, INC.					287.58
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	287.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>190439</u>	ACCT # 78644 TEXAS TRAFFIC TICKET WITH WARNINGS	07/29/2015	08/24/2015	0.00	287.58	
<u>LEIHAG</u>	LEIGH J. HAGG					139.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	139.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80615</u>	CONTINUING EDUCATION CREDIT SEMINARS	08/06/2015	08/24/2015	0.00	139.00	
<u>LEXINE</u>	LEXISNEXIS					47.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	47.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1507427662</u>	ACCT # 1611MH JULY 2015	07/31/2015	08/24/2015	0.00	47.00	
<u>LEXRIS</u>	LEXISNEXIS RISK DATA MANAGEMENT					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1623451-20150731</u>	ACCT # 1623451 JULY 2015 MINIMUM COMMITMENT	07/31/2015	08/24/2015	0.00	50.00	
<u>20150630</u>	ACCT # 1623451 JUNE 2015	06/30/2015	08/24/2015	0.00	50.00	
<u>LOCTRU</u>	LOCKHART - TRUE VALUE					291.97
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	291.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6367 /2</u>	CUST # 11239 1/2 PT LW FAST SPACKLING	06/12/2015	08/24/2015	0.00	17.28	
<u>6490 /2</u>	CUST # 11239 14 OZ ORANGE CLEANER/PUMICE	06/22/2015	08/24/2015	0.00	14.05	
<u>6893 /2</u>	CUST # 11239 SHOP VAC-UNIV. CART WET/DRY	07/16/2015	08/24/2015	0.00	28.47	
<u>6940 /2</u>	CUST # 11239 1.88" X 60 YD BLU TAPE	07/20/2015	08/24/2015	0.00	16.98	
<u>6955 /2</u>	CUST # 11239 MM 2-1/2" CARB HOLE SAW	07/21/2015	08/24/2015	0.00	9.49	
<u>6958 /2</u>	3/32 X 5-1/2 PIN PUNCH	07/21/2015	08/24/2015	0.00	16.27	

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Payment Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>6969 /2</u>	CUST # 11239 21" BASIC BOW SAW	07/22/2015	08/24/2015	0.00	8.49
<u>7011 /2</u>	CUST # 11239 DOOR STOP 7/16" X 1 3/8"	07/24/2015	08/24/2015	0.00	11.06
<u>7020 /2</u>	CUST # 11239 MP 1-1/4" FLEX KNIFE	07/24/2015	08/24/2015	0.00	7.28
<u>7077 /2</u>	CUST #11239 1.88" X 60 YD BLU TAPE	07/29/2015	08/24/2015	0.00	17.76
<u>7146 /2</u>	CUST # 11239 SCREWS, NUTS & BOLTS	08/03/2015	08/24/2015	0.00	33.62
<u>7206 /02</u>	CUST # 11239 SLEEVE	08/06/2015	08/24/2015	0.00	35.36
<u>7243 /2</u>	CUST # 11239 GALLON BAR & CHAIN OIL	08/10/2015	08/24/2015	0.00	42.97
<u>7248 /2</u>	CUST # 11239 FISHBOWL OF EAR PLUGS	08/10/2015	08/24/2015	0.00	4.90
<u>7276 /2</u>	CUST # 11239 10 LB 1/8 6013 WELD ROD	08/12/2015	08/24/2015	0.00	27.99

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LOCMOT</u>	LOCKHART MOTOR CO.,INC.			175.32	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	175.32		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>T39016</u>	CUST # 3810 PINION SEAL	08/04/2015	08/24/2015	0.00	12.39
<u>T39063</u>	CUST # 3810 KIT - SENSOR ATTACHM	08/13/2015	08/24/2015	0.00	162.93

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LOCPOS</u>	LOCKHART POST REGISTER			392.15	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	392.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>00076474</u>	NOTICE OF SALARIES FOR ELECTED OFFICIALS	07/23/2015	08/24/2015	0.00	354.75
<u>00076490</u>	7/23 & 7/30/15 HEARING FOR SETTING SALARIES	07/28/2015	08/24/2015	0.00	37.40

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LONINT</u>	LONGHORN INTERNATIONAL TRUCKS, LTD.			371.94	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	371.94		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>945573</u>	ACCT # 8110 FILTER	08/10/2015	08/24/2015	0.00	371.94

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LULCHE</u>	LULING CHEVROLET			174.55	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	174.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>20559</u>	CUST # 507 # CONTROL	07/31/2015	08/24/2015	0.00	174.55

Vendor Number	Vendor Name			Total Vendor Amount	
<u>LULPHY</u>	LULING EMERGENCY PHYSICIANS, PA			2,881.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	2,881.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>09081983</u>	PATIENT'S ACCT#II00094863 FUCHS, BILLY DOB:9/08/1	07/10/2015	08/24/2015	0.00	700.00
<u>454651585</u>	PATIENT'S ACCT#II00093574 LEWIS, A J DOB: 10/23/1	05/23/2015	08/24/2015	0.00	1,168.00
<u>459530934</u>	PATIENT'S ACCT #II00093448 HEWETT, JAMIE	05/19/2015	08/24/2015	0.00	1,013.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>MARPLU</u>	MARK'S PLUMBING PARTS			886.59	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/19/2015	886.59		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV001436589</u>	CUST ID: 278898 PRO-PRESS, 2" COUP W/STOP	07/22/2015	08/24/2015	0.00	534.84
<u>INV001440832</u>	CUST ID: 278898 KIT, SLOAN CLOSET JR 1.6 GPF	08/07/2015	08/24/2015	0.00	351.75

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Vendor Number	Vendor Name					Total Vendor Amount
<u>MARCLA</u>	MARTIN CLAUDER					510.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	510.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>09-046</u>	CAUSE # 09-046 D.S.	08/04/2015	08/24/2015	0.00	510.00	
<u>MEDWHO</u>	MEDICAL WHOLESale, INC.					189.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	189.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0435015-IN</u>	#0004666 BURNFREE DRESSING 2X6 EACH	08/04/2015	08/24/2015	0.00	189.77	
<u>MEGROP</u>	MEGAN ROPER					650.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	650.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-282</u>	CAUSE # 14-282 M.L.	07/23/2015	08/24/2015	0.00	650.00	
<u>MICHRI</u>	MICHAEL RINEHART					35.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	35.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81215</u>	7 HOGS	08/17/2015	08/24/2015	0.00	35.00	
<u>NEOFUN</u>	NEOFUNDS BY NEOPOST					2,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	2,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81115</u>	ACCT # 7900 0440 8010 9295 POSTAGE REFILL 8/11/15	08/11/2015	08/24/2015	0.00	2,000.00	
<u>NICDOR</u>	NICK DORNAK					500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>82015</u>	AUGUST 2015	08/14/2015	08/24/2015	0.00	500.00	
<u>OFFIDE</u>	OFFICE DEPOT					343.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	343.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>783122286001</u>	ACCT # 43682634 INSERTS, TAB, 1/5 CUT, F/SR,1	07/28/2015	08/24/2015	0.00	343.23	
<u>ONCALL</u>	ON CALL MOBILE VETERINARY SERVICES					289.75
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	289.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>001262</u>	BAY MARE	07/16/2015	08/24/2015	0.00	218.75	
<u>001401</u>	12 YO MOLLY / 8 YO MINI	07/20/2015	08/24/2015	0.00	71.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC					155.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	155.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>012933</u>	CUST # 00C1056 24 X 30 ALUM SIGH BLANK	07/31/2015	08/24/2015	0.00	155.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PAUEVA</u>	PAUL MATTHEW EVANS					760.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	760.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2015-098</u>	CAUSE # 2015-098 D.K.	08/06/2015	08/24/2015	0.00	760.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PELLAU</u>	PELLERIN LAUNDRY MACHINE SALES COMPANY					37.12
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	37.12		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>290021</u>	CUST # 210658 DOOR STRIKER	07/22/2015	08/24/2015	0.00	37.12	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE					5,968.55
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	5,968.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8104353</u>	CUST # 435577 DRY GROCERY / FROZEN	07/24/2015	08/24/2015	0.00	1,179.03	
<u>8107652</u>	CUST # 435577 DRY GROCERY / FROZEN	07/28/2015	08/24/2015	0.00	939.43	
<u>8111016</u>	CUSTOMER # 435577 DRY GROCERY / REFRIGERATED / F	07/31/2015	08/24/2015	0.00	1,227.01	
<u>8114321</u>	CUST # 435577 DRY GROCERY / FROZEN	08/04/2015	08/24/2015	0.00	557.01	
<u>8117905</u>	CUST # 435577 DRY GROCERY / REFRIGERATED / FROZEN	08/07/2015	08/24/2015	0.00	847.58	
<u>8121293</u>	CUST # 435577 DRY GROCERY / FROZEN	08/11/2015	08/24/2015	0.00	1,218.49	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PHITUR</u>	PHIL TURNER LAW PC					150.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-020</u>	CAUSE # 15-020 EPIFANEO TORRES	07/23/2015	08/24/2015	0.00	150.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PITBOW</u>	PITNEY BOWES GLOBAL FINANCIAL SERVICES L					99.73
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	99.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9681660-JY15</u>	ACCT # 9681660 6/30 - 7/30/15	07/13/2015	08/24/2015	0.00	99.73	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PRISOL</u>	PRINTING SOLUTIONS					200.39
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	200.39		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17723</u>	STATIONARY: ENVELOPES TREASURER LORI RANGEL	07/06/2015	08/24/2015	0.00	200.39	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PTSAME</u>	PTS OF AMERICA, LLC					1,332.90
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			08/19/2015	1,332.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>98329</u>	CUST # 26 PASSENGER ID # 110212 JOSHUA JACKSON	07/18/2015	08/24/2015	0.00	1,332.90	

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Vendor Number	Vendor Name						Total Vendor Amount
<u>PITPOS</u>	PURCHASE POWER						153.15
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	153.15
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>01043695889</u>	AUG ACCT # 8000-9090-0143-3742	08/13/2015	08/24/2015	0.00	153.15		
Vendor Number	Vendor Name						Total Vendor Amount
<u>QUICOR</u>	QUILL CORPORATION						247.78
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	247.78
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>6388604</u>	ACCT # C3400806 QUILL BRAND COPY PAPER	07/30/2015	08/24/2015	0.00	179.40		
<u>6713165</u>	ACCT # C4881802 QUILL BRAND 8GB FLASH DRIVE	08/11/2015	08/24/2015	0.00	8.99		
<u>6727718</u>	ACCT # C4881802 8GB PINSTRIPE USB DRIVE	08/11/2015	08/24/2015	0.00	59.39		
Vendor Number	Vendor Name						Total Vendor Amount
<u>RAPHER</u>	RAPHAEL HERNANDEZ						350.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>11-201</u>	CAUSE # 11-201 J.H.	07/23/2015	08/24/2015	0.00	350.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>RAYDEL</u>	RAYMOND DELEON						168.70
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	168.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>80515</u>	UPDATE TRAINING 7/19 - 20/15	08/05/2015	08/24/2015	0.00	168.70		
Vendor Number	Vendor Name						Total Vendor Amount
<u>RDOEQU</u>	RDO EQUIPMENT CO.						466.54
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	466.54
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>P26977</u>	ACCT # 7269004 FILLER CAP	08/03/2015	08/24/2015	0.00	416.30		
<u>P26980</u>	ACCT # 7269004 ORDER # 131129 ELBOW FIT	08/03/2015	08/24/2015	0.00	50.24		
Vendor Number	Vendor Name						Total Vendor Amount
<u>RELTIR</u>	RELIABLE TIRE DISPOSAL						82.75
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	82.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1330</u>	23 PASSENGER / LIGHT TRUCK	07/24/2015	08/24/2015	0.00	82.75		
Vendor Number	Vendor Name						Total Vendor Amount
<u>RENCA-DE</u>	RENEE CASTILLO-DELACRUZ						1,470.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						08/19/2015	1,470.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>13-FL-146 3</u>	CAUSE #13-FL-146 C.M.	08/05/2015	08/24/2015	0.00	196.00		
<u>14-FL-249 3</u>	CAUSE # 14-FL-249 A.M.S.	08/05/2015	08/24/2015	0.00	238.00		
<u>14-FL-384 2</u>	CAUSE # 14-FL-384 L.R.B.	08/05/2015	08/24/2015	0.00	609.00		
<u>14-FL-384 3</u>	CAUSE # 14-FL-384 L.R.B.	08/04/2015	08/24/2015	0.00	112.00		
<u>15-FL-011 1</u>	CAUSE # 15-FL-011 K.H. & A.H.	08/05/2015	08/24/2015	0.00	315.00		

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Vendor Number	Vendor Name						Total Vendor Amount
<u>IKONOF</u>	RICOH USA, INC.						866.15
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	866.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>95258986</u>	ACCT # 505575-1010175A16 7/29 - 8/28/15	08/10/2015	08/24/2015	0.00	866.15		
<u>ROBMAD</u>	ROBERT MADDEN, INC.						315.93
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	315.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2337542</u>	CUST ID: 2621 1-1/2 HP 1725 RPM 208/230 VCCW/CW	07/29/2015	08/24/2015	0.00	315.93		
<u>RONREE</u>	RONNIE REEVES						55.00
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	55.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>81215</u>	11 HOGS	08/17/2015	08/24/2015	0.00	55.00		
<u>SALGAR</u>	SALVADOR GARCIA						350.00
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2012-240</u>	CAUSE # 2012-240 E.O.H.	08/04/2015	08/24/2015	0.00	350.00		
<u>SCOMER</u>	SCOTT-MERRIMAN, INC.						256.00
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	256.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>056030</u>	CUST # CC10 400 CDF-1 MANILA FOLDERS	07/31/2015	08/24/2015	0.00	256.00		
<u>SETRHC</u>	SETON EDGAR B. DAVIS HOSPITAL						109.80
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	109.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>150920370</u>	FUCHS, BILLY DOB: 9/08/1983	07/10/2015	08/24/2015	0.00	109.80		
<u>SETCOL</u>	SETON LKT FAMILY HEALTH CENTER						487.50
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	487.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>215778</u>	RICHARD J SEPEDA DOB: 3/18/1972	07/17/2015	08/24/2015	0.00	97.50		
<u>221938</u>	JASON S. DONALDSON DOB: 1/02/1976	07/14/2015	08/24/2015	0.00	65.00		
<u>237165</u>	XAVIER THOMAS DOB: 5/17/1991	07/14/2015	08/24/2015	0.00	97.50		
<u>273169</u>	CHRISTOPHER JACKSON DOB: 5/15/1994	07/14/2015	08/24/2015	0.00	65.00		
<u>273583</u>	CHAREESE GARCIA DOB: 10/06/1985	07/14/2015	08/24/2015	0.00	65.00		
<u>277519</u>	MORGAN WATTS DOB: 8/25/1991	06/20/2015	08/24/2015	0.00	97.50		
<u>SHETIB</u>	SHERRI KAY TIBBE						1,005.00
Payment Type	Payment Number				Payment Date	Payment Amount	
Check					08/19/2015	1,005.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>12-016</u>	CAUSE # 12-016 R.P.	07/23/2015	08/24/2015	0.00	400.00		
<u>14-283</u>	CAUSE # 14-283 J. P.	07/22/2015	08/24/2015	0.00	605.00		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART					181.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	181.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>660679</u>	MIRACLE GRO WATERPROOF GARD	07/28/2015	08/24/2015	0.00	52.70	
<u>661080</u>	CHAPIN STAND-N-SPRYER 26	07/31/2015	08/24/2015	0.00	23.95	
<u>661127</u>	ROUND UP POISON IVY KILLER QT	07/31/2015	08/24/2015	0.00	86.35	
<u>661519</u>	WHT ACRL-LATEX W/SIL 18101/152	08/04/2015	08/24/2015	0.00	18.90	
<u>SMILUL</u>	SMITH SUPPLY CO.-LULING					38.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	38.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31226</u>	WASHER FLAT 5/8 EG	08/04/2015	08/24/2015	0.00	3.50	
<u>31512</u>	DURACELL AA 2 PACK	08/13/2015	08/24/2015	0.00	34.75	
<u>SOUTIR</u>	SOUTHERN TIRE MART, LLC					568.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	568.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>63155327</u>	CUST # 142726 11R22.5 FS561 14P	07/28/2015	08/24/2015	0.00	568.08	
<u>SPRINT</u>	SPRINT					55.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	55.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12236591-076</u>	ACCT # 122236591 6/17 - 7/16/15	07/20/2015	08/24/2015	0.00	55.00	
<u>SUPWOR</u>	SUPPLYWORKS					350.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	350.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>343693321</u>	ACCT# 360388 ELEC 40 GAL TALL	08/04/2015	08/24/2015	0.00	350.90	
<u>SWAGIT</u>	SWAGIT PRODUCTIONS, LLC					750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6016</u>	ACCT # 2K130701CC VIDEO STREAMING - JULY, 2015	07/31/2015	08/24/2015	0.00	750.00	
<u>SYSCO</u>	SYSCO CENTRAL TEXAS, INC					11,980.83
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	11,980.83	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>507221393</u>	CUST # 043430 CHEMICAL & JANITORIAL	07/22/2015	08/24/2015	0.00	209.71	
<u>507221394</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN	07/22/2015	08/24/2015	0.00	2,030.76	
<u>507242940</u>	CUST # 0403430 DAIRY / MEATS / FROZEN / CAN & DRY	07/24/2015	08/24/2015	0.00	2,352.95	
<u>507291557</u>	CUST # 043430 MEATS / FROZEN / CAN&DRY	07/29/2015	08/24/2015	0.00	1,726.64	
<u>507291558</u>	CUST # 043430 CAN & DRY	07/29/2015	08/24/2015	0.00	71.00	
<u>507312778</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN&DRY	07/31/2015	08/24/2015	0.00	2,047.09	
<u>508051696</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN&DRY	08/05/2015	08/24/2015	0.00	1,377.98	
<u>508051697</u>	CUST # 043430 CHEMICAL & JANITORIAL	08/05/2015	08/24/2015	0.00	254.72	
<u>508073047</u>	CUST #043430 DAIRY / MEATS / FROZEN / CAN&DRY	08/07/2015	08/24/2015	0.00	1,909.98	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>TAMNEE</u>	TAMARA B. NEEDLES, ATTORNEY AT LAW					711.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	711.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-039</u>	CAUSE # 15-039 M. R.	08/06/2015	08/24/2015	0.00	711.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TAYBRO</u>	TAYARTA L. BROWN					572.60
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	572.60
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-FL-159</u>	CAUSE # 15-FL-159 A. W.	08/05/2015	08/24/2015	0.00	345.10	
<u>15-FL-159_1</u>	CAUSE # 15-FL-159 A. W.	08/05/2015	08/24/2015	0.00	227.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TETTEC</u>	TETRA TECH, INC.					19,802.29
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	19,802.29
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>50946202</u>	PROJECT # 103RS3929 MONITORING SERVICES	08/06/2015	08/24/2015	0.00	19,802.29	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TXAGFI</u>	TEXAS AGRICULTURAL FINANCE AUTHORITY					260.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	260.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80615</u>	FARM TAGS ISSUED FOR JULY 2015	08/10/2015	08/24/2015	0.00	260.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TACRIS</u>	TEXAS ASSOCIATION OF COUNTIES					58,649.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	210.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>133703</u>	#005000000001559:0000019715 CLAIM DEDUCTIBLE	03/11/2015	08/24/2015	0.00	210.00	
Check					08/19/2015	58,439.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>134086</u>	#0280 COVERAGE PERIOD 7/01/15 - 7/01/16	07/31/2015	08/24/2015	0.00	58,439.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TEXCIND</u>	TEXAS CORRECTIONAL INDUSTRIES					531.15
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	531.15
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>313261</u>	LONE STAR CUST #B128100 000 CUST #104791 MATTRE:	06/29/2015	08/24/2015	0.00	531.15	
Vendor Number	Vendor Name					Total Vendor Amount
<u>TEXVITSI</u>	TEXAS DEPT.OF STATE HEALTH SERVICES					87.84
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	87.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31241</u>	ACCT # 17460016318 007 REMOTE 7/2015	08/03/2015	08/24/2015	0.00	87.84	
Vendor Number	Vendor Name					Total Vendor Amount
<u>IDCA</u>	TEXAS DISTRICT COURT ALLIANCE					100.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					08/19/2015	100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101315</u>	TINA M. FREEMAN / DANA RICHTER 10/13-15/15	08/18/2015	08/24/2015	0.00	100.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>JAMCAS</u>	THE CASEY LAW FIRM					350.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-071</u>	CAUSE # 14-071 J.C.	08/04/2015	08/24/2015	0.00	350.00	
						350.00
<u>SANROB</u>	THE FINAL RIDE					185.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>372897</u>	1 EXPIRED HORSE PICKED UP & DISPOSAL	07/26/2015	08/24/2015	0.00	185.00	
						185.00
<u>RICHIC</u>	THE LAW OFFICE OF TREY HICKS, PLLC					610.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-062</u>	CAUSE # 15-062 M.B.	08/03/2015	08/24/2015	0.00	610.00	
						610.00
<u>LULNEW</u>	THE LULING NEWSBOY & SIGNAL					60.90
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80615</u>	NOTICE OF PUBLIC HEARING 8/06/15	08/06/2015	08/24/2015	0.00	60.90	
						60.90
<u>TIMEWAR</u>	TIME WARNER CABLE					20,640.60
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>72815</u>	ACCT # 8260 16 300 0000426 8/08 - 9/07/15	07/28/2015	08/24/2015	0.00	20,640.60	
						20,640.60
<u>TRACLE</u>	TRAVIS COUNTY CLERK					1,267.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-001532</u>	CAUSE # C-1-MH-15-001532 WILSON, STEPHEN	08/04/2015	08/24/2015	0.00	439.00	
<u>15-001561</u>	CAUSE # C-1-MH-15-001561 WILSON STEPHEN	08/10/2015	08/24/2015	0.00	414.00	
<u>C-1-MH-14-001706</u>	CAUSE # C-1-MH-14-001706 ROBERT MATHIS	07/28/2015	08/24/2015	0.00	414.00	
						1,267.00
<u>TUBCIT</u>	TUBE CITY IMS LOCKBOX					157.47
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10058073</u>	CUST # C01632 SEAL COATING	08/09/2015	08/24/2015	0.00	157.47	
						157.47
<u>TYLTEC</u>	TYLER TECHNOLOGIES, INC.					6,776.00
Payment Type	Payment Number					
Check						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-130025</u>	CUST#47804 WEB HOSTING-RECORD MAINT 9/1/15-8/31	08/01/2015	08/24/2015	0.00	6,776.00	
						6,776.00

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<u>POSLOC</u>	U.S. POSTAL SERVICE					88.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	88.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>PO BOX 98</u>	PO BOX 98 RENTAL 12 MONTHS	08/18/2015	08/24/2015	0.00	88.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>UNIFIR</u>	UNIFIRST CORPORATION					656.60
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	656.60			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>822 1760332</u>	CUST # 222727 COURT HOUSE	08/07/2015	08/24/2015	0.00	180.45	
<u>822 1756160</u>	ACCT # 222727 SHERIFF'S	07/24/2015	08/24/2015	0.00	77.00	
<u>822 1758207</u>	CUST # 222727 SHERIFF'S	07/31/2015	08/24/2015	0.00	77.00	
<u>822 1758578</u>	CUST # 222727 PRCT #2	08/03/2015	08/24/2015	0.00	32.35	
<u>822 1760262</u>	CUST # 222727 SHERIFF'S	08/07/2015	08/24/2015	0.00	77.00	
<u>822 1760620</u>	CUST # 222727 RTE#F2900 PRCT #2	08/10/2015	08/24/2015	0.00	32.35	
<u>822 1762349</u>	CUST # 222727 RTE # F6110 COURT HOUSE	08/14/2015	08/24/2015	0.00	180.45	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VALRAM</u>	VALENTINE RAMIREZ					200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81215</u>	40 HOGS	08/17/2015	08/24/2015	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VICBRO</u>	VICTOREA D. BROWN					1,322.59
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	1,322.59			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>43907</u>	CAUSE # 43907 A. D.	05/11/2015	08/24/2015	0.00	105.99	
<u>44075</u>	CAUSE # 44075 U.E.	06/18/2015	08/24/2015	0.00	462.60	
<u>44096</u>	CAUSE # 44096 J.A.	05/21/2015	08/24/2015	0.00	754.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VICCLE</u>	VICTORY CLEANERS					44.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	44.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>20 014336</u>	ACCT # 202996 D/C JUDICIAL ROBE - BLOMERTH	06/30/2015	08/24/2015	0.00	44.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VINCON</u>	VINYL CONNECTION					243.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	243.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>855</u>	15" X 50 YDS ENGINEER GRADE WHITE UN-PUNCHED	07/14/2015	08/24/2015	0.00	243.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					455.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		08/19/2015	455.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>832255531</u>	ACCT # 1004742988 JULY 2015	08/01/2015	08/24/2015	0.00	180.00	
<u>832309487</u>	ACCT # 1000732986 JULY 2015	08/01/2015	08/24/2015	0.00	275.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>WILLHO</u>	WILLARD G. HOLGATE					1,167.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	1,167.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-030</u>	CAUSE # 15-030 R.E.B.	08/05/2015	08/24/2015	0.00	1,167.20	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WILFIE</u>	WILLIAM C. FIELDER					450.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	450.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>43974</u>	CAUSE # 43974 M.J.A.	07/16/2015	08/24/2015	0.00	450.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WILRIG</u>	WILSON RIGGIN					3.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				08/19/2015	3.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>86416</u>	MALE PLUG	08/05/2015	08/24/2015	0.00	3.65	

Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	276	144	0.00	387,771.30
Packet Totals:	276	144	0.00	387,771.30

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-387,771.30
Packet Totals:		-387,771.30

2015.08.24.06 Special Presentation.

Presentation by Green Group Holdings -
130 Environmental Park regarding a
proposed host agreement. **Speaker:**
David Green—130 Environmental
Park.

Draft September 23, 2013

HOST AGREEMENT

This Host Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013, by and between CALDWELL COUNTY, TEXAS a political subdivision organized and existing under the laws of the State of Texas, acting through the Caldwell County Commissioners Court (the "County"), and 130 ENVIRONMENTAL PARK, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Georgia and duly authorized to do business in the State of Texas.

WITNESSETH:

WHEREAS, it is in the best interests of the citizens, residents, businesses and visitors in Caldwell County to provide an economical, efficient, and environmentally sound long-term plan for management and disposal of the non-hazardous solid waste generated within the County and its municipalities in a modern solid waste disposal facility permitted and operated under current federal and state solid waste laws and regulations; and

WHEREAS, the Company proposes to develop, permit, construct and operate a solid waste disposal facility within the County, and the Company is willing to provide certain payments and other benefits to the County in respect to such facility as provided herein; and

WHEREAS, the County through its duly elected Commissioners has determined that it is in the best interests of the citizens and residents of the County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of monetary and other benefits and services to be provided to the County through this Agreement, the respective covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and the Company hereby agree as follows, each intending to be legally bound:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Solid Wastes" shall mean non-hazardous Solid Waste (as defined herein) which the Facility (as defined herein) is authorized to receive for handling, processing, and disposal by the Permits (as defined herein) and under applicable solid waste laws and regulations and facility operating rules and procedures.

"Act" shall mean the Texas Solid Waste Disposal Act, Texas Health & Safety Code, Title 5, Chapter 361, and future amendments thereto if applicable under law to the subject matters of this Agreement.

"C&D Waste" shall mean non-putrescible construction and demolition materials and as otherwise defined in Title 30, Chapter 330 of the Texas Administrative Code.

"Commencement Date" shall mean that date on which the Landfill (as defined herein) commences receipt of solid waste for handling, processing, and disposal following final permitting and construction of the Landfill pursuant to the Permits.

"Commercial Waste" means all types of Acceptable Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing facilities.

"Company" shall mean 130 Environmental Park, LLC and any authorized successor or assignee of its rights and obligations under this Agreement.

"County" shall mean Caldwell County, Texas, acting through its duly elected Commissioners Court.

"County Solid Waste Management Plan" shall mean any Plan currently or hereafter adopted for Caldwell County concerning the management of Solid Waste in and for Caldwell County including but not limited to Solid Waste handling, processing, recycling, and disposal.

“County Waste” shall have the meaning set forth in Section 6 hereof.

“Effective Date” shall mean the last date on which this Host Agreement is executed by the County and the Company as shown by the dates of execution on the signature page of this Agreement.

“Environmental Law” shall mean any federal, state, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit imposing liability or standards of conduct or responsibility concerning or relating to environmental regulation.

“Excluded Wastes” shall mean highly flammable substances, regulated hazardous wastes, , certain pathologic and biological waste, explosives, radioactive materials, petroleum, regulated medical waste, sewage sludge, coal ash, or any other waste excluded by an applicable Environmental Law or excluded by any of the terms and conditions of the Permits. This term shall also include such other Solid Waste materials which the Company determines in its sole discretion, to pose an unreasonable risk to the operational safety of the Facility, the employees thereof, or the environment.

“Facility” shall mean the solid waste handling facility to be developed on a portion of the Facility Site (as defined herein), consisting of the Landfill and ancillary and appurtenant structures, facilities, improvements, and contiguous land used for the handling, storage, processing, or disposal, or the recycling and recovery, of Solid Waste or materials in Solid Waste. The Facility may include a recycling facility for C & D Waste materials, a processing facility for recovery of recyclables and reusable materials, and a Green Waste (as defined herein) mulching facility.

“Facility Site” shall mean that area of real property consisting a total of approximately 1,229 acres in northern Caldwell County east of Toll Road 130/US 183 and north of FM 1185, as

more fully described in Exhibit "A" attached hereto, on which the Company proposes to develop and operate the Facility.

"Footprint" shall mean the area of land within the Landfill permitted for placement and disposal of Solid Waste underlain by the regulatory liner system.

"Force Majeure" shall mean an act, event, or condition, beyond the reasonable control of the party that makes performance under this Agreement impossible or impracticable, upon which a party reasonably relies as justification for delay or excuse from performing or complying with any obligation or agreement herein. Such events shall include the following: act of God; act of public enemy; interference by a third party; strike or similar industrial or labor action; fire; flood; accident; or order of any court, regulatory or civil authority which delays or prevents any aspect of the permitting or construction of the Facility contemplated herein.

"Green Waste" shall mean leaves, brush, shrub and tree prunings, nursery residuals, forestry residuals, and other vegetative matter capable of being mulched for beneficial reuse.

"Host Fees" shall mean the amounts payable pursuant to the terms of Section 5 of this Agreement, based on the volume of Acceptable Solid Wastes disposed of at the Landfill for which the Company receives payment of Tipping Fees (as defined herein).

"Industrial Waste" shall mean Solid Waste generated by manufacturing or industrial activities and processes that is not hazardous waste, and as otherwise defined in the Act and/or the Solid Waste Rules (as defined herein), or by the applicable Permits.

"Landfill" shall mean a Type I municipal solid waste landfill, as defined and permitted under the Act and Solid Waste Rules, located, designed, and operated according to the engineering and environmental protection standards of the "Subtitle D" landfill regulations of the

U. S. Environmental Protection Agency and the Act and Solid Waste Rules, and all appurtenant structures, facilities, and improvements.

“Operator” shall mean the Company or an affiliate thereof or any other qualified company having experience in the design, construction, operation and maintenance of similar facilities.

“Permits” shall mean the solid waste handling permit, air quality permit, and all other necessary permits, approvals, and authorizations issued by TCEQ and any other state or federal agency authorizing the development, construction, and operation of the Facility or any component of the Facility.

“Permit Area” shall mean the 519.746 acre area located within the Facility Site and described in Appendix IC of landfill permit application No.2383 on file with TCEQ.

“130 Environmental Park” shall mean a mixed used development commercial and industrial park including the Facility, located within the boundaries of the real property described in Exhibit A hereto.

“Recovered Materials” shall mean materials removed from Solid Waste delivered to the Facility for processing and disposal which are diverted from the waste stream for sale, reuse, recycling, or other beneficial use.

“Solid Waste” shall mean municipal solid waste, as defined in the Act and Solid Waste Rules, and other non-hazardous solid waste allowed by the Permits, but shall not include any Excluded Wastes.

“Solid Waste Rules” shall mean the current applicable rules and regulations governing solid waste management set forth in Chapter 330 of the Texas Administrative Code and any other applicable sections of the Texas Administrative Code, future amendments to those

regulations if applicable under law to the subject matters of this Agreement, and any other applicable requirements of the TCEQ for the permitting, design, construction, operation, and maintenance of the Facility.

“TCEQ” shall mean the Texas Commission on Environmental Quality, including the officials and staff of that agency.

“Tipping Fees” shall mean the fees established at the Facility for the handling and disposal of County Waste and other Solid Waste, as determined by the Company pursuant to the provisions of Section 6 of this Agreement.

“Ton” shall mean 2000 pounds.

“Transfer Station” shall mean a Type V municipal solid waste processing facility to be located within the Permit Area as proposed in registration application No. ____ [to be inserted when provided by TCEQ] on file with TCEQ.

The terms “Hazardous Waste,” “Municipal Solid Waste”, “Municipal Solid Waste Landfill”, “Municipal Solid Waste Disposal Facility”, and any other undefined terms of art used herein, shall have the definitions given those terms in the Act and or the Solid Waste Rules, which definitions are incorporated herein by reference.

2. **FACILITY DEVELOPMENT.** Subject to the Company's acquisition of legal title to the Facility Site, and the Company's receipt of all necessary Permits and associated approvals authorizing the development, construction and operation of the Facility, the Company shall develop, construct and operate the Facility on and within the Facility Site. The Company agrees that the permitting, development, construction and operation of the Facility will comply in all respects with the Act and the Solid Waste Rules, and with all other applicable Environmental

Laws, (subject to the Company's right to contest in good faith the interpretation, application, and enforcement of any such laws).

3. COUNTY OBLIGATIONS.

(a) Cooperation and Compliance with Law. To the full extent authorized or required by local, state, or federal law, and subject to compliance with all such applicable law, the County agrees to cooperate with the Company with respect to the permitting and development of the Landfill and the Facility contemplated in this Agreement, and the operation of the Facility following the Commencement Date. The County agrees to carry out in a timely manner, in accordance with existing County ordinances and State law requirements as applicable, all County administrative or other functions necessary for Company to obtain and maintain the Permits and associated approvals for permitting and development of the Landfill and Facility. The County further agrees to comply with all public notice and meeting requirements required by law for official actions and decisions taken by the County with respect to this Agreement or the Facility.

(b) Zoning and Land Use. The County confirms and represents that no zoning and/or other land use law or restriction exists under the current ordinances or orders of the County which would restrict or prohibit the permitting, development, and operation of the Facility, as proposed in landfill permit application No.2383 and transfer station registration application No. ____ [to be inserted when provided by TCEQ] on file with TCEQ. The County may exercise all regulatory and land use authority granted to it in connection with any other proposed land use on the Facility Site.

(c) Solid Waste Plan. If subsequent to the Effective Date of this Agreement the County prepares or adopts any solid waste plan or similar plan with respect to solid waste

management in the County, pursuant to state law or regulation or otherwise, the Company may propose for the County's consideration specific modifications to any such solid waste plan as the Company deems necessary or appropriate relating to the Facility.

(d) Council of Governments Process. The County agrees to cooperate with the Company in connection with any required process and proceedings before the applicable Council of Government (COG) relating to the Facility.

(e) No County Funds. Except for the payment of the Tipping Fees for acceptance for processing and disposal of County Waste at the Facility under the terms of Section 6, and the normal and customary operating expenses, legal expenses and incidental expenses incurred by the County in connection with this Agreement and other incidental expenses to carry out the functions of the County contemplated herein and the obligations accepted herein by the County, the County shall not be required to provide any manner of financing, or pledge or expenditure of County funds, for or in connection with the permitting, development, construction, or operation of the Facility.

(f) The County, subject to applicable legal requirements, agrees to cooperate with the Company as reasonably requested in connection with proposed development within the land comprising the Facility Site of a mixed use commercial and industrial park.

(g) Local Taxes. For purposes of State and County ad valorem property taxation, the County agrees that the Facility Site and all improvements thereon will be assessed at their fair market value in the same manner as comparable commercial and industrial properties located in the County. To the extent allowed by law, all vehicles and equipment owned by the Company and based at the Facility will be registered and taxed in the usual manner in Caldwell County.

4. **PERMITTING AND OPERATION OF THE LANDFILL AND FACILITY.**

(a) Permits. The Company agrees that the Landfill and Transfer Station shall be permitted/registered in accordance with all applicable State of Texas laws and regulations governing the permitting, development, construction, operation, closure, and post-closure care of such solid waste handling facilities, and with other applicable Environmental Laws. The Company also agrees that the Landfill will be consistent with the engineering design and operation standards contained in the "Subtitle D" municipal solid waste landfill regulations of the U. S. Environmental Protection Agency, 40 C.F.R. Part 258, as adopted in the Act and Solid Waste Rules. Upon reasonable request by the County, the Company shall inform the County of the current status of all permit applications, and shall provide the County with copies of public documents following submittal to TCEQ in connection with the Company's application(s) for the Permits. The County acknowledges that a complete copy of the Company's applications for the solid waste handling permit/registration for the Landfill and Transfer Station as submitted to TCEQ has been placed in the Dr. Eugene Clark Public Library in Lockhart, Texas prior to the Effective Date of this Agreement. The Company agrees that it will never seek a permit for an industrial hazardous waste facility on the Facility Site. The Company further agrees that it shall not seek to change or amend any provision of the permits/registration for the Landfill or Transfer Station affecting any requirement under this Agreement without first obtaining a resolution approving such change or amendment from the Caldwell County Commissioners Court.

(b) Time. The Company shall exercise reasonable and diligent efforts to apply for and obtain the Permits authorizing construction and operation of the Facility. The Company and the County acknowledge and agree that the periods of time necessary for the Company to obtain the Permits in final form, and to complete the construction of the Facility for

commencement of operation, are uncertain and are not within the control of the Company and, therefore, this Agreement is not intended to establish or require any specific date or deadline for commencement of operation of the Landfill or other component of the Facility.

(c) Acceptable Waste. The Company will accept for handling, processing, and disposal at the Facility only Acceptable Solid Wastes allowed by the Permits. The Solid Waste accepted for handling, processing, and disposal at the Facility may include but is not limited to Municipal Solid Waste, non-hazardous Industrial Waste, C & D Waste, and Green Waste. The Company agrees that it will not accept for handling, processing, or disposal in the Facility any amount of Excluded Waste, industrial hazardous waste, untreated medical waste, sewage, dead animals, slaughterhouse waste, sludge, grease or grit trap waste, liquid waste from municipal sources other than such waste that the Company may accept for solidification/stabilization and disposal in the Landfill, municipal hazardous waste from conditionally exempt small quantity generators, out-of-state waste, coal ash, sewage sludge, regulated Medical Waste, or regulated Hazardous Waste (“Municipal hazardous waste”) as those terms are defined in Title 30, Chapter 33, Section 330.3 of the Texas Administrative Code in effect on the date of this Agreement. .

(d) Landfill Footprint. The Company agrees that the Footprint shall be limited to a total area over the life of the Landfill of two hundred fifty (250) acres.

(e) Landfill Elevation. The Company agrees that the final maximum elevation of the Landfill shall not exceed 175 feet above the existing ground elevation at that location.

(f) Buffer Zone. The Company agrees to maintain a minimum separation distance of 250 feet between the Footprint and the Facility Site boundary on all sides of the Facility.

(g) Sources of Wastes. The Company agrees it will accept Solid Waste for handling, processing, and disposal at the Facility only from sources (generators, haulers, or TCEQ-authorized transfer stations) within the State of Texas.

(h) Host Fees. The Company during the term of this Agreement shall pay the County Host Fees and the City Host Fees based on the tonnage of Acceptable Solid Waste disposed of at the Landfill, as more specifically provided in Section 5 hereof.

(i) Hours of Operation. After the Commencement Date, the operation of the Facility shall be conducted on weekdays and Saturdays only. The Facility will not accept waste any time on Sunday, without the prior approval of Caldwell County. The Company will conduct other necessary activities at the Facility at times determined by the Company. Except for Facility construction activities and work required due to an emergency situation, no activity shall be conducted at the Facility outside of the regular hours of operation or on Sunday. "Emergency situation" as used herein shall refer to any directive or approval from TCEQ or other regulatory agency, or any condition that creates an imminent threat to the operation of the Facility or to the environment as determined by the Company. The Company will make reasonable efforts under the circumstances to provide prior notice to Caldwell County, when such activities will be conducted at the Facility on Sunday or outside of the normal hours of operation, provided that notice of activities to respond to an emergency situation shall be given as soon as reasonably possible under the circumstances.

(j) Operating Rules. In addition to requirements of the Permits, the Act, and the Solid Waste Rules, the Company shall have the right to implement such additional measures, rules and procedures as it deems necessary or appropriate for the safe and efficient operation of the Facility in accordance with the Permits. A copy of such rules and procedures shall be provided to the County on a timely basis.

(k) Facility Tipping Fees and Charges. Subject to the terms of Section 6 with respect to the payment of Tipping Fees for County Waste, and subject to the payment of Host Fees as provided in Section 5 hereof, the Company shall have the sole right to establish, charge, collect and retain any and all fees and charges at the Facility, including but not limited to any and all Tipping Fees for the handling, processing, and/or disposal of all Solid Waste received at the Facility.

(l) Recordkeeping; County Audits and Inspections. The Company will maintain records concerning operation of the Facility, receipt, processing, and disposal of Solid Waste, and any other records required to be maintained by the Act and/or the Solid Waste Rules. The Company agrees to maintain sufficient records to demonstrate compliance with all Permits for construction and operation of the Facility, and compliance with the terms of this Agreement related to the operation of the Facility and payment of the Host Fees including the volume and tonnage of Solid Waste received at the Landfill. Upon receipt of a written request from the County, the Company will allow the County's designated representative to review or audit the following records, within seven (7) business days from the Company's receipt of such written request: (i) records of the volumes and sources of waste received at the Landfill; (ii) financial records relating to the calculation and payment of the Host Fees; and (iii) records relating to inspections and regulatory compliance of the Facility with the Permits. Such records shall be

subject to review or audit by the County's authorized representative, at the Facility, during regular business hours. The County agrees that its requests to review records as provided in this subsection shall not occur more frequently than once per calendar month and that its requests to audit records as provided in this subsection shall not occur more frequently than once per calendar quarter. The Company acknowledges that the County must comply with the Texas Public Information Act, and cannot agree to withhold information from public disclosure, unless the information is confidential under state law. As such, if the County's request includes information that the Company determines is confidential, the Company shall notify the County in writing what information it believes is confidential and provide the legal basis for confidentiality. The County agrees that it will seek to withhold information that is confidential under state law, from public request, as provided by the Texas Public Information Act. The Company shall provide to the County no later than ten (10) business days following receipt by the Company a copy of any administrative or consent enforcement order, if any, received by the Company from TCEQ concerning the Facility.

(m) Facility Inspections. The County shall be permitted to designate one or more County officials or employees who shall, from and after the Commencement Date, be provided access to the Facility for the purpose of observing operations at the Facility and conducting general inspections of the Facility related to compliance with the terms of this Agreement. The County agrees that the Company or the Operator shall be entitled to provide one or more employees to accompany such person(s) designated by the County during any such inspection. Such designated County representative shall be required to abide by all facility safety rules and requirements.

(n) Local Hiring, Contractors, Vendors and HUB businesses. The Company agrees to use reasonable efforts to hire employees, utilize contractors and subcontractors, and to purchase materials, supplies and equipment from vendors in Caldwell County in connection with the construction and operation of the Facility. The County acknowledges that certain aspects of the construction and operation of the Facility require specialized equipment and expertise and other services that may not be available locally in Caldwell County or the surrounding area. When purchasing materials, supplies, or equipment necessary for day-to-day operation of the Facility, the Company will give preference to Caldwell County merchants and vendors, provided that the materials, supplies, or equipment are offered for sale in that area at a competitive price and meet the Company's procurement requirements. In addition, the Company agrees to use its best efforts to grant a preference in hiring to Caldwell County residents, provided they meet the Company's pre-hire job qualifications. The Company shall maintain a list of qualified, historically under-utilized businesses and shall utilize its best efforts to notify and provide opportunities to contract with said businesses.

(o) Property Value Protection Program. The Company will implement a Property Value Protection Program in the vicinity of the Facility Site, in accordance with the terms set forth in Exhibit "B" to this Agreement.

(p) Facility Entrance. The Company agrees that ingress and egress to and from the Facility for commercial operation shall be provided by an entrance/exit road with appropriate signage and signalization, in accordance with all necessary approvals required from the Texas Department of Transportation or other governmental agency having jurisdiction. The Company agrees that the location, width, and other specifications for the entrance road shall be determined by the Company, and shall be sufficient to prevent traffic congestion at the entrance

on US Highway 183 by ensuring adequate capacity for all vehicles which enter the landfill property, subject to required permits and regulatory approvals.

(q) Traffic. The Company agrees to require that waste haulers contracting with the Company shall, within the County, be permitted to transport loaded Solid Waste transfer trailers to the Facility only upon state or federal roads and highways.

(r) Landscape Plan. The Company agrees prior to the Commencement Date to provide landscaping of the Landfill in the vicinity of Hommanville Trail that will include soil berms and plants..

(s) Litter Control. From and after the Commencement Date, the Company will provide a Litter Control Program for collection of litter on a daily basis on the public right-of-way on US Highway 183 for a distance of two miles in both directions from the entrance road to the Facility, on the public right-of-way of FM1185 from its intersection with US Highway 183 to its intersection with Homannville Trail, and on the public right-of-way of Homannville Trail adjacent to the boundary of the Facility Site.

(t) Facility Website. The Company agrees that promptly following the Commencement Date the Company at its expense shall create and maintain a public website available to the County and its citizens, which shall contain at minimum the following information: (i) the amount in tons of Solid Waste disposed in the Landfill as reported to the TCEQ or other applicable state agencies; (ii) the amount of Host Fees paid for the preceding calendar quarter following issuance of payment; (iii) applicable rules and procedures for the receipt of Solid Waste at the Facility from County citizens, and a schedule of fees for delivery of waste materials to the Facility by the public; rules for use of the citizens convenience center described in Section 7(b); rules for operation of the Property Value Protection Program; copies

of final inspection reports for the Facility by the TCEQ following receipt of the report by the Company; a copy of any final administrative order or consent order if any, as may be issued by any governmental entity regarding the operation of the Facility. The Company shall cooperate with the County to create an electronic link from the County website to the Facility website described in this subsection.

5. PAYMENT OF HOST FEES.

(a) Following the Commencement Date and during the Term of this Agreement (unless earlier terminated), a Host Fee shall be paid by the Company to the County in the amount of One Dollar (\$1.00) per ton for all Acceptable Solid Wastes disposed of at the Landfill from any source, subject to the exceptions and limitations to the Host Fee payments provided below in this subsection (e) of this Section 5 (the "County Host Fee"). The Host Fees payable pursuant to the provisions in this Section 5 are in lieu of any other fees, surcharges, or other monetary amounts payable to the County or to municipalities within the County with respect to the delivery, processing, or disposal of Solid Waste at the Facility during the Term of this Agreement, except as provided herein with respect to adjustment of Host Fee, and except for payment of state and county ad valorem property taxes, and any other state or county taxes, if any, as may be imposed by general law without regard to the nature of the Facility as a solid waste handling and disposal facility. Payment of the County Host Fees, and the City Host Fees described in subsection (c) below, shall be in addition to the per ton fee payable by regulation to the state of Texas and available to local governments by grant as provided in such regulations.

(b) Payment of Host Fees. The payment of the County Host Fees shall be made by the Company before the last day of the month following the end of each calendar quarter, with respect to all Solid Waste received at the Landfill during the preceding calendar

quarter for which the Host Fees are payable pursuant to the provisions of this Section 5. With the payment of the Host Fees the County shall be provided a reconciliation showing the total number of tons of Solid Waste received at the Landfill from any source during the preceding calendar quarter for which the Host Fees are payable, subject to the exceptions and limitations provided below in this subsection (e) of Section 5 (the “County Host Fee”).

(c) City Host Fees. In addition to the County Host Fee, the Company after the Commencement Date shall pay a Host Fee of Twenty Five Cents (\$0.25) per ton for all Acceptable Solid Wastes disposed of at the Landfill from any source, subject to the exceptions and limitations to the Host Fee payments provided in subsection (e) below, to and for the benefit of municipalities in Caldwell County (the “City Host Fee”). Except for the provisions in this subsection regarding the City Host Fees, no municipality located with the County shall have any contractual rights under this Agreement, unless such municipality enters into a municipality waste contract with the Company as provided in Section 6(b) of this Agreement.

(d) Host Fee Adjustment. On the anniversary of the Commencement Date, and every year thereafter, the amount of the County Host Fee and the City Host Fee shall be adjusted and increased based upon any increase in the Consumer Price Index since the date of the last adjustment of the Host Fee amount, utilizing the Consumer Price Index – Southern Region City Average, All Urban Consumers – All Items (1992-1994 equal 100), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month prior to each such annual anniversary of the Commencement Date. Such increase in the Host Fees by the CPI adjustment shall be capped on an annual basis at an amount no more than two percent (2%) above the previous amount of the Host Fee. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be

unreasonably withheld. There will be no decrease in the County Host Fee or the City Host Fee by reason of any decrease in the Consumer Price Index.

(e) Exceptions to Host Fee Payments. No County Host Fees or City Host Fees shall be payable by the Company for or in respect to any of the following:

(i) No Host Fees shall be payable in respect to Solid Waste collected through a County or municipality litter abatement program and accepted for disposal in the Landfill at no charge pursuant to the provisions of Section 7(d), any household Solid Waste, white goods, or bulky waste delivered to the Citizens Convenience Center by an individual citizen free of charge pursuant to provisions Section 7(b), or for any Solid Waste accepted at no charge on County cleanup days as allowed by Section 7(e), or any Recovered Materials;

(ii) No Host Fees shall be payable in respect to Solid Waste delivered to the Facility for disposal in the Landfill for which the Company receives a Tipping Fee in an amount less than ten dollars (\$10) per ton.

(f) Host Fee Payment Dispute Resolution. In the event of any unresolved dispute between the parties regarding any matter under this Section 5 involving payment of Host Fees, the parties agree to resolve such dispute in accordance with the following procedures:

(i) The parties shall first attempt to resolve by mutual agreement any such dispute between the parties pertaining to the method or amount of payment of the Host Fees, including but not limited to the accuracy of tonnage, by good faith negotiation between authorized representatives of the parties;

(ii) In the event such a dispute cannot be settled amicably through negotiation, then either party may submit such dispute to a formal mediation process, to be

participated in by authorized representatives of both parties, to occur with thirty (30) days of a final good faith determination by either party that the dispute cannot be resolved through the mutual negotiations described in (i) above;

(iii) In the event such dispute cannot be settled through formal mediation, the parties agree to jurisdiction and to participate in a proceeding before a state or federal tribunal wherein the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled and that the state or federal tribunal deems reasonable and necessary.

(iv) The continued performance of this Agreement by both parties shall not directly or indirectly be prevented, hindered, or interrupted by reason of a dispute between the parties with respect to the calculation or payment of the Host Fees or the initiation of any dispute resolution process as described herein.

6. **WASTE SERVICES TO COUNTY.** During the Term of this Agreement following the Commencement Date (unless earlier terminated), the Company will provide the following Solid Waste handling and disposal services to and for the benefit of the County and its citizens:

(a) **County Waste Disposal Capacity Assurance.** The Company guarantees that it will accept and have sufficient capacity and capability for disposal at the Landfill for the Term of this Agreement following the Commencement Date (unless earlier terminated) of all Acceptable Solid Waste generated by residences in the County, or any participating municipality located within the County, whether collected by the County or those municipalities directly or collected for a fee by a private contractor having a waste collection contract with or residential

waste collection franchise from the County or a municipality to provide residential waste collection services within its geographic boundaries. The Company further guarantees that it will have sufficient capacity and capability for disposal at the Landfill of Commercial Waste and Industrial Waste (as defined herein) generated within the County, or within a participating municipality located within the County, provided such wastes are Acceptable Solid Waste as defined in this Agreement. The Tipping Fees for processing and disposal in the Landfill of County Waste shall be determined as provided in this Section 6.

(b) Municipality Waste Contracts. The Company agrees that it will enter into appropriate agreements with those municipalities within the County desiring to utilize the Facility or the Landfill for their Solid Waste processing and disposal needs (a “participating municipality”).

(c) County Tipping Fees. The Company will accept eligible County Waste described in this subsection for processing or disposal in the Facility and the Landfill for a Tipping Fee of _____ (\$____) per ton, subject to annual adjustment of the Tipping Fee as provided below (the “County Tipping Fee”). The County Tipping Fee shall apply to all Solid Waste generated at a residence within the County and delivered to the Facility by a resident of such residence, or generated at any buildings or facilities owned or operated by the County and delivered to the Facility by the County (except for Solid Waste delivered to the Facility for handling and disposal without charge as provided in the provisions of Section 7). Tipping Fees for Commercial Waste and Industrial Waste received for processing or disposal at the Facility shall be as provided in subsection (d) of this Section 6. The County shall be invoiced by the Company on a monthly basis at the amount of the County Tipping Fee for the amount of County Waste delivered to the Facility by the County. All invoice amounts shall be payable to

the Company within thirty (30) days of the invoice date. If the Company ever charges to a third party (an entity or individual not affiliated with the Company) a disposal-only tipping fee below \$____ per ton for a waste load generated outside of Caldwell County, the Company shall immediately lower the County Tipping Fee for the same type of waste and terms (including volume discounts, etc.) to an amount less than such lower rate. Further, on the anniversary of the Commencement Date, and every year thereafter, the amount of the County Tipping Fee shall be adjusted and increased based upon any increase during the preceding one year period in the Consumer Price Index – Southern Region City Average, All Urban Consumers – All Items (1992-94 equal 100), as published by the United States Department of Labor, Bureau of Labor Statistics for the month prior the applicable adjustment date. The increase in the County Tipping Fee by this CPI-Adjustment shall be capped on an annual basis at an amount no more than two percent (2%) above the previous applicable County Tipping Fee amount. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be unreasonably withheld. In addition to the CPI adjustment described above, the County agrees that the County Tipping Fee may be adjusted by the Company from time to time during the Term of this Agreement by the amount of any fee, assessment, surcharge, or tax imposed on the Facility, or on the Solid Waste processing and disposal services provided to the County by the Facility under the terms of this Agreement, by or pursuant to any federal or state law or regulation which takes effect after the Effective Date of this Agreement.

(d) Commercial and Industrial Waste Tipping Fees. The Tipping Fees at the Facility for handling and disposal of Commercial Waste generated by businesses in the County and Industrial Waste generated by manufacturing and industrial businesses within the County, or located within any participating municipality in the County, shall be determined in the

Company's reasonable discretion based upon prevailing rates for handling and disposal of similar waste materials in the State of Texas.

(e) Tipping Fees for any County Waste received at the Facility for processing or disposal that requires special handling shall be determined by the Company in its sole discretion, except that such Tipping Fee may not exceed the rate charged or that would be charged to a third party at that time for processing or disposal of the same type of waste.

7. **ADDITIONAL BENEFITS AND SERVICES TO COUNTY.**

(a) Community Pavilion. The Company will construct at its expense a pavilion to be used for community events and meetings on the Facility Site at a location selected by Company to take advantage of the views of the lake on the property and other natural areas.

(b) Citizens Convenience Center. The Company will establish and maintain after the Commencement Date a Citizens Convenience Center at a suitable, accessible location on the Facility. Between the hours of 8:00 a.m. and noon each Saturday, the Citizens Convenience Center shall be open to individual citizens of the County and participating municipalities located within the County for delivery of household Solid Waste from individual residences, including but not limited to white goods and bulky wastes, at no charge to County citizens, other than any fee required to be paid to the State of Texas or a state agency. The amount of such household Solid Waste accepted at the Citizens Convenience Center at no charge shall be limited to pickup truck loads or other vehicle loads not exceeding two (2) cubic yards in volume.

(c) Recycling. The Citizens Convenience Center shall also be available to citizens of the County and participating municipalities between the hours of 8:00 a.m. and noon each Saturday for drop off of recyclables. Recyclables accepted at the Citizens Convenience

Center shall include aluminum and bi-metal cans, newsprint, recyclable cardboard materials, and white goods. Recyclables shall be accepted at the Citizens Convenience Center at no charge to the Citizens of the County and participating municipalities. The Company from time to time will evaluate other recyclables markets and, in its sole discretion, may add other materials to this list of accepted recyclables, if recycling of such materials is determined by the Company to be economically viable.

(d) County Litter Abatement Program. From and after the Commencement Date, Solid Waste generated or collected through any litter abatement program sponsored by the County or by a participating municipality shall be accepted for disposal at the Facility at no cost, other than any fee required to be paid to the State of Texas or a state agency. This waste disposal service to the County will also be provided to any participating municipality. The provisions of this subsection shall not apply to Solid Waste for which any cost or fee has been or will be received by any commercial contractor(s) or other person(s) for the collection, transportation, or disposal of that Solid Waste collected through such County or municipality sponsored litter abatement program.

(e) County Clean-up Days. From and after the Commencement Date the Company will sponsor County-wide clean-up days six times each year, to be designated by the Caldwell County Commissioners Court. During regular operating hours on these Saturdays, the Company shall accept for handling and disposal at the Facility, at no charge to the County or its citizens or to any participating municipality or its citizens, other than any fee required to be paid to the State of Texas or a state agency, any acceptable Solid Waste collected from public property within the County or a participating municipality requiring clean-up (provided that the Facility will not accept any Excluded Waste). Alternatively, such waste may be deposited in

specially designated collection dumpsters located in the County on said Saturdays, and then delivered to the Facility at no charge through the following Wednesday. The acceptance of Solid Waste at no charge on these annual clean-up days will not include Solid Waste for which monetary payment or fee has been or will be received by any commercial contractor(s) or other person(s) for collecting, transporting, or disposing of such waste. In addition, the Company will assist the County with organizing “amnesty” days for citizens of the County to deliver to the Facility for disposal for proper handling, at no cost to those citizens, household hazardous materials, and unused agricultural chemical residues, which require special handling and are not authorized to be disposed in a municipal solid waste landfill, such as electronics, computers, paint, household chemicals, residential pesticides, and medications.

(f) Public Education. The Company agrees that, following the Commencement Date, it will provide access to the Facility and appropriate literature for field trips by classes of students from the public school system and other schools located in the County who are studying environmental sciences or similar studies. The Company also agrees to provide access for field trips by local civic groups or similar groups and organizations, as reasonably requested by the County. All such field trips shall be scheduled at appropriate times by the Company and shall be coordinated with the Company by appropriate authorized officials of the school, group, or organization requesting a field trip to the Facility.

(g) Citizens Advisory Committee. The Company agrees that the County shall be authorized, after the Effective Date, to form a Citizens Advisory Committee, consisting of five (5) persons who are Caldwell County residents. The County shall appoint the members of the Citizens Committee. The term of each appointment shall be alternating two (2) year terms. The purpose of the Citizens Committee shall be to communicate with representatives of the

Company concerning the Facility and its operation as representatives of the citizens of Caldwell County, including communicating with the Company with respect to concerns or grievances of Caldwell County residents.

(h) Development of 130 Environmental Park. After the Permits are issued and become final and non-appealable, the Company shall exercise its best efforts to develop 130 Environmental Park (as defined herein) within the boundaries of the real property described in Exhibit A. As used herein the term “best efforts” shall mean diligent efforts and commitment of business resources, including but not limited to monetary and personnel resources, that a reasonable person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved within a reasonable period of time under the circumstances, provided that this term shall not require the violation of any laws or regulations or efforts that would create financial hardship to the Company or that are financially unfeasible, or that require the Company to ensure results that are beyond the company’s reasonable control.

(i) Scholarships. From and after the Commencement Date, the Company will fund a general scholarship in the amount Two Thousand and No/100 Dollars (\$2,000.00) annually for each public high school with an attendance zone located within the County.

(j) Upon the Commencement Date and each anniversary date thereafter for a period of four(4) years thereafter, the Company shall pay the sum of \$5,000 to the County to be utilized for county library support. Upon the fifth anniversary date of the Commencement Date and each anniversary date thereafter for a period of four (4) years thereafter, the Company shall pay the sum of \$10,000 to the County to be utilized for county library support.

8. TERM. The Term of this Agreement shall commence as of the Effective Date, and shall continue for a period of thirty (30) years after the Commencement Date and for so long

thereafter as Solid Waste is being accepted at the Facility, unless sooner terminated under the termination provisions in Section 13 of this Agreement. In the event any federal or state law operates to limit or modify the Term of this Agreement as provided in this Section 8, and subject to the right of either party to challenge the legality of such law, the parties agree that the Term of this Agreement shall extend for the longest period of time authorized by applicable law and the provisions of this Section.

9. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Representations, Warranties and Covenants of the County. The County represents, warrants, and agrees as follows:

(i) the County is validly existing as a political subdivision in good standing under the laws of the State of Texas, and the County through its Commissioner's Court has full power and authority to enter into this Agreement and to perform all obligations of the County hereunder;

(ii) the County has determined that it is in the public interest of the County and its citizens to enter into this Agreement, and the County Commissioners Court has duly authorized the execution and delivery of this Agreement and the County's performance of the obligations contained herein;

(iii) this Agreement constitutes a valid and legally binding obligation and agreement of the County enforceable in accordance with its terms .

(iv) the County will cooperate with the Company in defending any claim or suit seeking to invalidate this Agreement or any right of the Company or obligation of the County provided in this Agreement.

(b) Representations, Warranties and Covenants of the Company. The Company represents, warrants, and agrees as follows:

(i) it has been duly organized under the laws of the State of Georgia, is qualified to do business in the State of Texas, and will continue to be qualified throughout the Term of this Agreement so long as the Company is a party to this Agreement;

(ii) the Company has all requisite corporate powers and authority to enter into and fully perform its obligations in this Agreement;

(iii) the Company's execution and delivery of this Agreement and performance of its obligations contained herein have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement is enforceable against the Company in accordance with its terms; and

(iv) there is no action, suit, or legal proceeding pending or threatened against or affecting the Company wherein any decision would materially and adversely affect the transactions contemplated herein.

10. INSURANCE AND FINANCIAL RESPONSIBILITY.

(a) Liability Insurance. Beginning no later than the commencement of construction at the Facility pursuant to the Permits, and continuing so long as this Agreement remains in effect and such insurance coverage remains available, the Company will carry liability insurance insuring the Company against claims arising out of the Company's construction and operation of the Facility, as follows:

(i) public liability insurance in the sum of at least Two Million Dollars (\$2,000,000) insuring the Company against personal injury and property damage claims arising out of the Company's construction or operation of the Facility;

(ii) commercial general liability insurance coverage with combined single limits of no less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate;

(iii) commercial automobile liability insurance coverage with limits of no less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage; and

(iv) umbrella liability insurance coverage with limits of no less than Three Million Dollars (\$3,000,000). Such liability insurance coverages shall be carried with an insurance company or companies licensed to do business and in good standing in the State of Texas.

The Company shall cause the County to be named as an additional insured on all liability insurance policies required by these provisions. The Company shall furnish the County with certificates attesting to the existence of the foregoing liability insurance coverages.

(b) Financial Responsibility – Facility Operation. The Company will comply with all applicable requirements of the Act and the Solid Waste Rules with respect to financial responsibility for emergency actions, preventive or corrective actions, monitoring, and related actions regarding the Landfill and its operation.

(c) Financial Responsibility – Post-Operation. The Company will comply with all requirements of the Act and the Solid Waste Rules with respect to financial responsibility for closure and post-closure care of the Landfill. Upon final approval of a financial responsibility instrument for the Facility by TCEQ, the Company will provide to the County complete copies of all approved financial responsibility documentation and TCEQ approval.

11. **FORCE MAJEURE.** From and after the Commencement Date, in the event the Company or the County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then such obligation of the Company or the County may be suspended during the continuation of such inability so caused by the event of Force Majeure, but for no longer period. At any time the Company or the County intends to rely upon an event of Force Majeure to suspend its obligations under this Agreement as provided in this Section, the Company or the County shall notify the other party as soon as reasonably practicable describing in reasonable detail the circumstances of the event of Force Majeure, and shall provide prompt written notice to the other party when the event of Force Majeure has ceased.

12. **ASSIGNMENT.**

(a) **By Company.** The Company shall not assign this Agreement, any permits or rights to the Landfill or Transfer Station, or any portion of the Facility Site to any entity that is exempt from county property taxes. Provided that the Company is not in default hereunder, the Company shall have the right to assign this Agreement and all rights and obligations of the Company hereunder to any other person or entity, upon written notice to the County, provided that such assignment by the Company shall be subject to the following requirements: (i) prior to the effective date of such assignment or transfer, a proposed assignee or transferee of this Agreement shall be required to assume in writing the obligations and liabilities of the Company to the County under this Agreement; (ii) an assignment of this Agreement shall be subject to the County's right to require that the proposed assignee provide documentation reasonably demonstrating the financial ability of the proposed assignee to carry out the terms of this Agreement; and (iii) an assignment of this Agreement shall be subject to the County's right to

require that the proposed assignee (including a corporation, partnership, or association, an officer, director, manager, or shareholder of 5 percent or more of stock or financial interest in said corporation, partnership, or association) provide a certification of no prior “bad acts” as described herein. The term “bad acts” shall include anytime the proposed assignee (ii) has obtained or attempted to obtain a permit or registration by misrepresentation or concealment; (iii) has been convicted by final judgment, and all appeals have been exhausted, in any state or any federal court of any felony involving moral turpitude within the three years immediately preceding the proposed assignment; (iv) has been convicted of any violations of any environmental laws punishable as a felony in any state or federal court within the five years preceding the proposed assignment; or (v) has been adjudicated in contempt of any court order enforcing any federal environmental laws or any State’s laws within the five years preceding the proposed assignment. In the event of an assignment of this Agreement by the Company, the term “Company” as used herein will apply in all respects to such assignee. In the event of a sale of the majority ownership interest in the Company to, a merger of the Company with, or a lease or operating agreement for the Landfill or Facility with, another entity, the County may require that it be provided with: (a) documentation reasonably demonstrating the financial ability of such entity to carry out the terms of this Agreement; and (b) a certification of no prior “bad acts” as described above. The foregoing conditions to assignment of this Agreement by the Company shall not apply to assignment and transfer of this Agreement and the rights and obligations of the Company under this Agreement to any affiliate of the Company. As used herein “affiliate” means any company or other legal entity controlled by the Company or under common ownership or common control as the Company. The Company shall not assign any rights and/or obligations to a proposed assignee that: (1) has intentionally misrepresented or concealed any

material fact in the financial documents submitted to the County; or (2) cannot provide a certification of no prior “bad acts” as described above.

(b) By County. The County may assign this Agreement to a County-controlled solid waste management authority, resource recovery authority or similar governmental entity created for the purpose of solid waste management, if any, created or activated by the County after the Effective Date pursuant to applicable Texas law, provided that such an assignment by the County may not materially alter the obligations of the County in this Agreement.

(c) The Company in the performance of certain obligations in this Agreement may utilize the services of qualified independent contractors, professionals, and consultants, provided that the Company will remain responsible to the County for the performance of its obligations hereunder.

13. TERMINATION OF AGREEMENT.

(a) Termination by Company. The Company shall have the right to terminate this Agreement at any time upon occurrence of any of the following events:

(i) if, prior to fifteen (15) years after the Commencement Date, the County authorizes or enters into an agreement with any other person or entity with respect to the location or development in the County of any other Type I municipal solid waste facility;

(ii) if TCEQ fails or refuses to issue, grant, or renew any Permit, license, consent, authorization, or approval required by the Company for the construction, operation, or continuation of operation of the Landfill;

(iii) if TCEQ or other agency with jurisdiction permanently suspends, revokes or terminates any Permit or other license, consent, authorization or approval necessary for continuation of operation of the Landfill;

(iv) if a change occurs in any applicable law, regulation, rule, ordinance, or Permit condition, or in the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or Permit condition is imposed or takes effect, the impact of which prevents or materially impairs the ability of the Company to construct, operate, or continue to operate the Landfill, or to carry out the Company's performance obligations under this Agreement;

(v) if any order, judgment, action or determination of any federal, state or local court, agency, or governmental body is entered or imposed which prevents or materially impairs the ability of the Company to construct, operate, or continue to operate the Landfill, or to perform its obligations under this Agreement;

(vi) an event of Force Majeure occurs and continues unabated for a period of one hundred eighty (180) days which, in the Company's sole discretion, renders the permitting, construction, operation or continued operation of the Landfill impossible or unfeasible for financial or other reasons;

(vii) if the Company (1) determines in its reasonable discretion that the Landfill cannot feasibly or economically be permitted, constructed, or continue to be operated after the Commencement Date for reason(s) other than the grounds for termination specifically described above in this subsection (a), and (2) agrees and commits, in a covenant running with the land, not to accept solid waste at the Facility after the date of termination;

(viii) if a default of this Agreement is committed by the County that is not cured in accordance with the terms in Section 14 of this Agreement (subject to the Company's right to waive such default by the County);

(ix) if the County, acting through a majority of the County Commissioner's Court acting in an official capacity: requests that TCEQ or any other agency conduct a contested case hearing regarding any of the Permits; seeks party status in any contested case hearing to oppose any of the permits; otherwise opposes, assists others in opposing, objects to or otherwise seeks to prevent or delay efforts by the Company to obtain any of the Permits; or brings, aids, supports, or participates, except as a defendant, in any legal proceeding seeking to invalidate this Agreement, or to terminate any material right of the Company or material obligation of the County under this Agreement.

(b) Termination by County. The County shall have the right to terminate this Agreement in the event a default of this Agreement is committed by the Company that is not cured in accordance with the terms of Section 14 of this Agreement. The County agrees that in the event any such termination of this Agreement by the County occurs subsequent to the Company's receipt of the Permits, the County's remedies for such default shall be limited to a claim for damages, if any, caused by such default of the Company, and/or specific performance or injunctive relief to enforce the covenants running with the land provided for in this agreement. The Company will remain liable for payment of all Host Fees, if any, accrued and payable pursuant to Section 5 of this Agreement as of the date of delivery to either party of a notice of termination as provided in subsection (c) below.

(c) Termination Notice. Any termination of this Agreement shall be by written Notice of Termination delivered to the other party by hand or certified mail, setting forth

in detail the reason(s) for termination. Unless otherwise agreed by the parties, termination of the Agreement shall be effective thirty (30) days after the date of delivery of such written Notice of Termination, unless the Notice of Termination is contested by the other party by legal means, or if the parties mutually agree to delay such termination date.

(d) Project Continuation. The County acknowledges and agrees that an election by the County at any time to terminate this Agreement for any reason shall not prevent or preclude the right of the Company in accordance with applicable law and the Permits (if then issued), to Permit, develop, construct, operate, or continue to operate the Landfill and Facility contemplated by this Agreement. The Company agrees that such termination of this Agreement by the County shall not release Company from any obligation imposed upon the Company by the Permits, the Act, or the Solid Waste Rules, or by any other applicable Environmental Law, concerning the operation, closure, or post-closure maintenance of the Facility, or other legal or regulatory requirements applicable to the Facility.

14. DEFAULT AND REMEDIES.

(a) Default. An event of default shall mean a breach of this Agreement by the Company or by the County, which breach is not cured pursuant to the provisions of this Section. A "breach" shall mean a material breach of a party to comply with a material provision or obligation of this Agreement, which results in a material harm, damage, or injury to the other party. In the case of any breach of this Agreement by a party, that party upon receipt of notice or breach from the other party shall either:

(i) cure the breach within sixty (60) days of receipt of written notice from the non-breaching party, or

(ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach, and in such case the sixty-day period will be extended for so long as the breaching party is actively and continuously pursuing a cure of the breach. Notwithstanding the foregoing, in the event of a failure of any party to this Agreement to pay the other party any monetary amount required to be paid when due hereunder, the cure shall consist of payment to be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment originally was due.

(b) Remedies. In the event of a default under this Agreement, the non-defaulting party, upon five (5) days prior written notice to the defaulting party, shall have the right, but not the obligation or duty, to cure such default, and to offset the cost of curing the default against any sums due or which thereafter become due to the defaulting party. If an event of default occurs in the payment obligations of either party and is not cured in the manner provided in subsection (a) of this Section, Agreement shall continue in force and the non-defaulting party shall have the right to take whatever action it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement. Subject to the provisions of Section 11 with respect to an event of Force Majeure, if the Company during the Term of this Agreement after the Commencement Date is unable, for any reason not caused or contributed to by the County, to accept County Waste as provided in Section 6 for a continuous period three (3) business days, and if the County is therefore required to dispose of County Waste at some other solid waste disposal facility, then the Company agrees to reimburse the County for the amount by which the actual costs of disposal of the County Waste at such other

solid waste disposal facility exceeds the County Tipping Fee, but only if and for so long as the Facility is unable to accept County Waste for processing or disposal.

15. **INDEMNIFICATION.** Except to the extent caused by or resulting from (a) the negligence or willful misconduct of the County, or any of its commissioners, officers, or employees, or (b) caused by or resulting from a breach by the County of any obligation, covenant, representation, or warranty of the County contained in this Agreement, the Company agrees to defend, indemnify, and hold harmless the County, including its commissioners, officers, and employees (collectively the "County Indemnitees"), from and against any loss, claim, suit, cause of action, liability, penalty, fine, demand, or damages, as well as related costs and expenses (including costs of defense, any monetary settlement, and reasonable attorney's fees and expenses of litigation) ("Indemnified Costs"), caused by or directly resulting from the following: (i) any negligent or willful act or omission of the Company, its agents, employees, or contractors in connection with the Company's development, construction, or operation of the Facility; (ii) default by the Company of its obligations, covenants, representations, or warranties contained in this Agreement; or (iii) arising from the existence of this Agreement or actions by the County pursuant to its obligations under this Agreement with respect to the Landfill (an "Indemnified Claim"). The Company will reimburse the County Indemnitees for Indemnified Costs arising from an Indemnified Claim within forty-five (45) days of receipt from the County of invoices or other satisfactory documentation of such Indemnified Costs and the amount thereof. With respect to an Indemnified Claim, the County Indemnitees agree they will employ legal counsel, experts and other professionals only when reasonably necessary to defend any Indemnified Claim, and that such professionals shall be mutually agreed to by the parties. Nothing herein shall limit the ability and the obligation of the County Indemnitees to assert any

sovereign immunity, official immunity, or legislative immunity defense or any other defense under applicable law against any claim or suit described herein involving an Indemnified Claim.

16. **NOTICES.** All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States Mail, return receipt requested, properly addressed as follows:

To the Company: 130 Environmental Park, LLC
c/o Green Group Holdings, LLC
132 Riverstone Terrace, Suite 103
Canton, Georgia 30114
Attention: Ernest C. Kaufmann

With a copy to: Brent W. Ryan
McElroy, Sullivan, Miller, Weber & Olmstead L.L.P.
P. O. Box 12127
Austin, Texas 78711

To the County: Caldwell County Commissioners Court

Attention: County Judge

With a copy to: _____

A change of address by either party shall be communicated by notice given to the other in the same manner as specified above. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery if personally delivered in writing, or if such notice is sent by registered or certified United States mail as provided above, then upon the third regular business day following the date on which such notices were deposited with the United States Postal Service or upon actual delivery as shown by a return receipt, whichever first occurs.

17. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles.

18. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Provided that such invalidation of a provision of this Agreement does not materially alter the rights or obligations of a party under this Agreement, the parties further agree that, in lieu of any material term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual consent as part of this Agreement an alternative term or provision to such invalidated term or provision as shall be valid, legal and enforceable. (Notwithstanding anything to the contrary in this Section, either party shall continue to have in such event the right of termination of this Agreement in accordance with the terms of Section 13 hereof).

19. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns.

20. **CONSTRUCTION.** This Agreement is a result of joint negotiations and authorship by the parties and, therefore, no part of this Agreement shall be construed as the product of any one of the parties hereto.

21. **FURTHER ASSURANCE.** The parties each agree to cooperate in good faith to enter into such amendments or addenda to this Agreement as shall be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Company and the County and, unless otherwise specifically provided, cancels and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

23. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts each of which will be considered an original.

24. **AUTHORITY OF PARTIES.** The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of the respective party for the purpose of duly binding that party to this Agreement. The County represents and warrants that it has taken all official action in accordance with applicable law for the approval and authorization of the execution of this Agreement on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials as of the date(s) and year provided below.

COMPANY:

130 ENVIRONMENTAL PARK, LLC

By: _____

Typed or Printed Name: _____

Title: _____

Date of Execution: _____

Draft September 23, 2013

Attest: _____
Title: _____

BEFORE ME, the undersigned authority, on this _____ day of _____,
_____, personally appeared _____, on behalf of 130 Environmental
Park, LLC, known 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.

Notary Public

My commission expires on: _____

(seal)

Draft September 23, 2013

CALDWELL COUNTY, TEXAS

By: _____

Printed or Typed Name: _____

Title: County Judge, Caldwell County

Date of Execution: _____

Attest: _____

Title: _____

[COUNTY SEAL]

BEFORE ME, the undersigned authority, on this _____ day of _____, _____, personally appeared _____, on behalf of Caldwell County, Texas, known 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.

Notary Public

My commission expires on: _____

(seal)

Draft September 23, 2013

EXHIBIT "A"

DESCRIPTION OF THE FACILITY SITE

Legal Description

EXHIBIT " B" TO HOST AGREEMENT

PROPERTY VALUE PROTECTION PROGRAM

1. Effective Date. This Property Value Protection Program ("this Program") shall take effect when the Company (as defined in the Host Agreement) has received all final, non-appealable Permits (as defined in the Host Agreement) for the construction and commencement of operation of the 130 Environmental Park Type I solid waste disposal and recycling facility ("the Facility") and as of that date the Facility commences commercial operation (the "Effective Date").

2. Eligibility. The Program will be available to property owners who hold legal title to residential real property, as of the effective date of the Host Agreement between the Company and Caldwell County (the "Eligibility Date"), located within a one (1) mile radius of the boundaries of the approved waste disposal area (footprint) within the facility as identified in the Permits. As used herein, eligible residential real property means property consisting of a legal tract of no more than thirty (30) contiguous acres, as designated by the property owner, which, as of the Eligibility Date, contains a personal residence occupied or leased by the property owner. Eligibility to participate in the Program extends only to the lawful owner or owners of such eligible property on the Eligibility Date, and will not be transferable to a subsequent purchaser of the real property after the Eligibility Date. Eligibility to participate in this Program will not be transferrable to a subsequent purchaser after the Eligibility Date.

3. Participation in Program. On or after the Effective Date, the Company will provide written notice by certified mail to each eligible property owner of the rights and obligations provided by this Program, including the Owner's right to participate in the Program,

the Effective Date of the Program, and the requirements for participation in the Program. A copy of this Exhibit "B" to the Host Agreement shall be provided to the property owner with such notice. The property owner may elect to participate in the Program by delivering notice to the Company in writing, no later than ninety (90) days after the date of receipt of such notice from the Company, that the property owner desires to participate in the Program. The property owner (hereinafter the "Participant"), at the same time of such notification to the Company of the Participant's election to participate in the Program, shall also provide the Company with a copy of the deed or other legal instrument demonstrating the Participant's legal ownership of the property, including a complete legal description and any existing survey plat of the Participant's eligible property. Any eligible property owner who fails to timely elect to participate in the Program in this manner will not be authorized to participate in this Program after expiration of the 90-day notice period provided in this Section. For any eligible property having more than one lawful owner as of the Eligibility Date, the owners shall be authorized to participate in this Program only if each owner elects to participate by notifying the Company in the manner and within the time period provided in this Section.

4. Sale of Property. If an eligible Participant during the Term of the Program as defined below desires to sell his or her eligible property, then the Participant must notify the Company in writing, and, no later than ninety (90) days after such notification, provide the Company with either: (a) a copy of the most recent certified appraised value of the eligible real property from the Caldwell County Appraisal District; or (b) a written appraisal of the Property, performed by a qualified appraiser having at least five (5) years of appraisal experience and having no current or former relationship with the Company or the Participant. The eligible property shall include improvements to the property existing as of the Effective Date. The

appraisal shall determine the fair market value of the eligible property as of the Eligibility Date without regard to any potential or theoretical impact to the market value of the property from the existence and operation of the Facility. If the Company disagrees with the appraised value of the property provided by Participant, then the Company may, within ninety (90) days, obtain a second, independent appraisal of the property, at the Company's expense. If the second appraisal results in an appraised value of the property which is less than the first appraisal by more than five percent (5%) of the first appraisal value, then the average of the two appraisals will constitute the fair market value of the property for purposes of this Program.

5. Property Value Protection. To be eligible for the property value protection provided under this Program, the Participant's eligible property (a) must be offered or listed for sale and actively marketed by the Participant or a real estate broker at a price no less than the appraised fair market value determined by the appraisal method described in Section 4 above, and (b) must be sold to a *bona fide* purchaser for value. "*Bona fide* purchaser for value" means a third party not related by blood, marriage, or business association to the Participant, and with whom the Participant has entered into a good faith, arms length agreement in writing for sale and purchase of the property for a *bona fide* price. Upon closing of the sale of the Property and lawful conveyance of title to the *bona fide* purchaser, the Participant shall furnish the Company complete and accurate copies of the sales contract and all closing documents pertaining to the sale, including the deed or other legal instrument transferring title to the *bona fide* purchaser. If the Participant sells his or her property in this manner, and if the actual sales price is less than the fair market value of the property as determined under Section 4 above, then the Company will reimburse the Participant for the difference between such actual sales price, as shown in the closing documents, and the fair market value as determined by the appraisal method described in

Section 4. Unless the Company has notified the Participant that the information provided by the Participant is incomplete, or the Company has notified the Participant of an objection to the Participant's request for reimbursement due to a failure to comply with the terms of this Program, then the Company shall reimburse the Participant the amount due under the terms of this Section 5 no later than thirty (30) days from the Company's receipt of the Participant's request for reimbursement with the required documentation. This Program shall apply only to the first sale of an eligible property following the Effective Date. If the Participant is unable to sell the eligible property within twelve (12) months of the original listing date, provided the property has been actively marketed for sale during the full 12-month period, Company shall pay the Participant the difference between the appraised value determined in accordance with the provisions of Section 4 and the highest *bona fide* offer price received by the Participant during the 12-month period or other period of the listing for sale. Alternatively, the Company in such case shall have the option of purchasing the eligible property for the amount of such highest *bona fide* offer received by the Participant.

6. Term of Program. This Program shall remain in effect for a period of ten (10) years from the Effective Date. No Participant shall have any rights under the Program after that termination date, unless the Company has received from the Participant prior to that termination date the written notification and documentation of a *bona fide* sale of the Participant's property as required the provisions of Section 5.

7. Release. Each Participant, by and through his or her election to participate in this Program, agrees that such participation in this Program will be in lieu of any right of Participant to make or assert any legal complaint, claim, or demand alleging that the value of the Participant's property has been damaged or diminished due to the presence or operation of the

Facility. In consideration for the benefits of participation in this Program, the Participant may be requested by the written notification from the Company of the Participant's eligibility to participate in the Program, to execute a written waiver and release of all rights to assert any such complaint, claim, or demand, against the Company, in consideration of the Participant's election to exercise the rights granted by this Program.

8. Wherever used herein, the term "Company" shall have the meaning given that term in the Host Agreement. As used herein the term "Participant", with respect to any property having more than one legal owner, shall be deemed to include all such owners, provided that each legal owner shall have elected to participate in the Program in accordance with the provisions in Section 3 hereof.

(ALL OTHER AGENDA ITEMS)

2015.08.24.07 Discussion/Action
regarding the burn ban for Caldwell
County. **Cost: None. Speakers: Judge**
Schawe/Martin Ritchey. Backup 0.

2015.08.24.08 Discussion/Action to consider accepting the Caldwell County Juvenile Probation Department's request for local funding. **Cost: TBD. Speakers: Judge Schawe/Jay Monkerud, Chief Juvenile Probation Officer. Backup 1.**

Caldwell County Juvenile Probation Department
312 E. San Antonio St.
Lockhart, Texas, 78644

Tel - 512-398-5400
Fax - 512-398-5427
monkerud@ccjpd.net

MEMORANDUM

TO: Honorable Ken Schawe and Caldwell County Commissioners
FROM: Jay Monkerud, Chief Juvenile Probation Officer
DATE: August 18, 2015
RE: Local funding request from Juvenile Board for FY 2016 funding


Pursuant to Section 152.0012 of the Texas Human Resource Code, the Caldwell County Juvenile Board met on August 18, 2015 to approve the budget for the Caldwell County Juvenile Probation Department for fiscal year 2016. Attached are the budgeted funds from local, county funds for your review.

The budget for FY 2015 is an increase of \$43,771 over FY 2015s budget. If there are any specific questions regarding our budget please don't hesitate to contact me or Debra French, County Auditor.

Please accept this information and the Caldwell County Juvenile Board's local funding request in the total amount of \$483,691 for fiscal year 2015. Thank you for your consideration in this matter.

MEMORANDUM

TO: Caldwell County Juvenile Board

FROM: Jay Monkerud, Chief Juvenile Probation Officer 

DATE: August 12, 2015

RE: FY 2016 proposed budget

Attached for your review is the FY 2016 proposed budget for the Caldwell County Juvenile Probation Department. We will review this document in its entirety at the Board meeting.

Overall the budget is proposed to be \$952,286 in total which is reduction of \$13,490 from FY 2015.

PROJECTED EXPENDITURES (LINE ITEMS)

All line items were re-evaluated by comparing the last 3 completed fiscal years of expenditures for the department as well as the current year. For some line items, we also took into account our current juvenile populations. Line items with any changes or notes are listed below.

Staff Salaries – I did not provide any proposed salary increases in the proposed budget at this time. As was presented at the budget workshop, the Consumer Price Index decreased by .7% in comparison of the quarters from 2014 to 2015. Therefore, in accordance with the Board's policy regarding COLA, I did not include any cost of living increases for employees. I anticipate that we will discuss possible merit salary increases at the meeting. I have also attached the Board's policy regarding salary increases for employees for your review.

Staff Fringe Benefits – This line item is expected to increase by \$6,417 (5%) from FY 2015 to FY 2016. This is due to the increase in medical insurance coverage for employees.

Travel – This line item was reduced by \$1,000 due to the decline in gas prices.

Supplies – This line item includes supplies for the office as well as supplies for community service restitution program. We reduced this line item by \$400 this year.

Caldwell County Juvenile Probation Department
312 E. San Antonio St.
Lockhart, Texas, 78644

Tel - 512-398-5400
Fax - 512-398-5427
monkerud@ccjpd.net

Lodging/Meals – This line item fluctuates drastically based upon where trainings are available, when JPOs certifications are due as well as where our juveniles are located for residential placement. This line item tends to fluctuate from year to year but costs have increased over the last few years. The Department increased this line item by \$500 this fiscal year.

Telecommunications – This line item pays for one fax line and cell phone stipends for employees. This line item was reduced by \$1,440 due to the new countywide phone system implemented.

Electronic Monitor – Reduced by \$250 after looking at past year's expenditures.

Drug Tests – Reduced by \$500 after looking at past year's expenditures.

Evaluations / Assessments – This line item was increased by \$500 after reviewing past expenditures and current populations.

Counseling / Groups – This line item was reduced by \$13,880 this year. This is a direct reflection of the CJD grant expiring in FY 2015. The department carefully evaluated its current juvenile population to project these needs.

Residential Services – Residential placement was divided into secure vs non-secure facilities this year. This was done in direct correspondence with how TJJD wants funding expenditures reported. Overall the budget for this line item was reduced by \$7,587. This reduction was made in direct review with the past 4 years of expenditures for placement. However, this tight line budgeting almost ensures that we will expend funds from our generated funds.

Detention – I have already signed the contract with the Hays County Juvenile Center which begins on September 1, 2015. The department is allocated 1,200 days of detention and guarantees us bed space at a cost of \$85 per day if we use the full 1,200 days. For FY 2015, we have used 1,043 through July 31, 2015.

REVENUES

Texas Juvenile Justice Department (TJJD)

Total funding provided by TJJD state aid grant contract is \$385,058 for FY 2016. This is a reduction \$12,408 (3%) from FY 2015.

Local (Caldwell County)

Total projected funding request from Caldwell County is \$483,691. This is an increase of \$43,771 (10%). This increase is a reflection of the reduction of state funding from TJJD (\$12,408) and the expiration of our CJD grant from FY 2015 (\$38,400).

38400

Generated Revenues

The auditor's office should have exact balances of generated revenues for the Board at the meeting.

TYC Parole funds – We still have a \$2,500 balance of funds from when we supervised juveniles on TYC parole. These funds were budgeted for Equipment / Furniture for FY 2016.

Interest Income – It is estimated that we currently have around \$4,000 in interest income. I have not budgeted these funds for FY 2016.

Probation Fees – We are currently bringing in around \$5,000 per year in probation fees. Balance to be available for FY 2016 should be around \$51,000. I have budgeted \$35,000 of these funds in the proposed budget for FY 2016.

16000

Title IV-E funds – We do have some outstanding claims that should be paid in the next few months for Title IV-E. We should have around \$32,500 balance available and all of these funds are in the proposed budgeted for FY 2016.

CALDWELL COUNTY JUVENILE PROBATION DEPARTMENT
FY 2016 Budget

TJJD Local Generated TOTAL FY 2015 DIF

STAFF SERVICES

Staff Salaries	\$ 334,105	\$ 108,811	\$ -	\$ 442,916	\$ 442,916	\$ -
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Staff Fringe Benefits	\$ -	\$ 123,870	\$ 7,800	\$ 131,670	\$ 125,253	\$ 6,417
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Utilities	\$ -	\$ 14,000	\$ -	\$ 14,000	\$ 9,600	\$ 4,400
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Travel	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ 6,500	\$ (1,000)
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Supplies	\$ -	\$ 4,500	\$ -	\$ 4,500	\$ 4,900	\$ (400)
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Lodging/Meals	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ 3,500	\$ 500
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Professional Fees	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ -
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Telecommunications	\$ -	\$ 3,810	\$ -	\$ 3,810	\$ 5,250	\$ (1,440)
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Repairs/Maintenance	\$ -	\$ 2,750	\$ -	\$ 2,750	\$ 3,000	\$ (250)
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Equipment/Furniture	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
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Audit	\$ -	\$ 5,200	\$ -	\$ 5,200	\$ 5,200	\$ -
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Miscellaneous	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -
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Attorney Fees	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
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YOUTH SERVICES

Medical/Dental	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	\$ -
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Electronic Monitor	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ 1,500	\$ (250)
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Drug Tests	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 3,000	\$ (500)
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Youth Care	\$ -	\$ 200	\$ -	\$ 200	\$ 200	\$ -
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Evaluations / Assessments	\$ -	\$ 4,500	\$ -	\$ 4,500	\$ 4,000	\$ 500
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Counseling/Groups	\$ -	\$ 15,000	\$ 6,000	\$ 21,000	\$ 34,880	\$ (13,880)
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RESIDENTIAL SERVICES

Residential Placement - secure	\$ 25,477	\$ 80,300	\$ 20,000	\$ 125,777	\$ 177,587	\$ (51,810)
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Residential Placement - non-secure	\$ 25,476		\$ 18,747	\$ 44,223		\$ 44,223
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Detention	\$ -	\$ 102,000	\$ 10,000	\$ 112,000	\$ 112,000	\$ -
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TOTAL	\$ 385,058	\$ 483,691	\$ 70,047	\$ 938,796	\$ 952,286	\$ (13,490)
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TJJD - \$385,058 (41%)

LOCAL - \$483,691 (52%)

GENERATED - \$70,047

CALDWELL COUNTY JUVENILE PROBATION DEPARTMENT

TJJD Funding - FY 2016 - 9/1/15 to 8/31/16

STAFF SERVICES

TJJD A

Staff Salaries \$ 334,105

Staff Fringe Benefits

Utilities

Travel

Supplies

Lodging/Meals

Professional Fees

Telecommunications

Repairs/Maintenance

Equipment/Furniture

Audit

Miscellaneous

Attorney Fees

YOUTH SERVICES

Medical/Dental

Electronic Monitor

Drug Tests

Youth Care

Evaluations / Assessments

Counseling/Groups

RESIDENTIAL SERVICES

Residential Placement - secure \$ 25,477

Residential Placement - non-secure \$ 25,476

Detention

TOTAL \$ 385,058

TOTAL TJJD FUNDING = \$385,058

CALDWELL COUNTY JUVENILE PROBATION DEPARTMENT
Local Funding - FY 2015 - 10/1/14 to 9/30/15

<u>STAFF SERVICES</u>		FY 2016
Staff Salaries	\$	108,811
Staff Fringe Benefits	\$	123,870
Utilities	\$	14,000
Travel	\$	5,500
Supplies	\$	4,500
Lodging/Meals	\$	4,000
Professional Fees	\$	2,500
Telecommunications	\$	3,810
Repairs/Maintenance	\$	2,750
Equipment/Furniture	\$	-
Audit	\$	5,200
Miscellaneous	\$	1,000
Attorney Fees	\$	-
<u>YOUTH SERVICES</u>		
Medical/Dental	\$	2,000
Electronic Monitor	\$	1,250
Drug Tests	\$	2,500
Youth Care	\$	200
Evaluations / Assessments	\$	4,500
Counseling/Groups	\$	15,000
<u>RESIDENTIAL SERVICES</u>		
Residential Placement - secure	\$	80,300
Residential Placement - non-secure		
Detention	\$	102,000
TOTAL	\$	483,691

**CALDWELL COUNTY JUVENILE PROBATION DEPARTMENT
GENERATED INCOME - FY 2016**

<u>STAFF SERVICES</u>	TYC FUND	PROBATION FEES	INTEREST	TITLE IV-E
Staff Salaries				
Staff Fringe Benefits				\$ 7,800
Utilities				
Travel				
Supplies				
Lodging/Meals				
Professional Fees				
Telecommunications				
Repairs/Maintenance				
Equipment/Furniture	\$ 2,500	\$ -	\$ -	\$ -
Audit				
Miscellaneous				
Attorney Fees	\$ -	\$ 5,000	\$ -	\$ -
<u>YOUTH SERVICES</u>				
Medical/Dental				
Electronic Monitor				
Drug Tests				
Youth Care				
Evaluations / Assessments				
Counseling/Groups	\$ -	\$ -	\$ -	\$ 6,000
<u>RESIDENTIAL SERVICES</u>				
Residential Placement - secure	\$ -	\$ 20,000	\$ -	\$ -
Residential Placement - non-secure	\$ -	\$ -	\$ -	\$ 18,747
Detention	\$ -	\$ 10,000	\$ -	\$ -
TOTAL	\$ 2,500	\$ 35,000	\$ -	\$ 32,547

**TOTAL
GENERATED
FUNDS =
\$70,047**

EMPLOYEE SALARIES	
Caldwell County Juvenile Probation Department	Page 1 of 2
Related Code/Standard:	FC TJJD 341.3(a)(1)

OBJECTIVE

It is the objective of the Caldwell County Juvenile Board and the Caldwell County Juvenile Probation Department to recruit, motivate and retain employees capable of providing exemplary service to the youth, families and residents of Caldwell County.

SALARY STRUCTURE

The Department shall utilize a broadband pay structure which uses a small number of large pay ranges, instead of many pay grades.

NEW APPOINTMENT STARTING PAY

The following is the list of job classifications for the Department:

- 1) NEC – Non-exempt, coordinator positions
- 2) NEP – Non-exempt, professional positions
- 3) E2 - Assistant Chief Juvenile Probation Officer (exempt position)
- 4) E1 - Chief Juvenile Probation Officer (exempt position)

The pay chart for these job classifications shall be determined/approved by the Juvenile Board.

- 1. Dependent upon their training, experience or other qualifications, new appointees shall be hired at the beginning salary of the classification of the position.
- 2. If an applicant's training, experience or other qualifications are directly related to and substantially exceed the requirements of the position the Chief Juvenile Probation Officer is authorized to approve at a rate not to exceed fifteen (15%) percent above the beginning salary.
- 3. Any new appointments in excess of fifteen (15%) percent above the beginning salary shall require approval of the Juvenile Board.

EMPLOYEE SALARIES	
Caldwell County Juvenile Probation Department	Page 2 of 2
Related Code/Standard:	FC TJJD 341.3(a)(1)

SALARY INCREASES

An employee may receive a salary increase by means of a cost of living adjustment (COLA), merit increase and/or special pay adjustment.

1. **Cost of living adjustments (COLA)** – the amount of the adjustment shall be approved by the Juvenile Board. When a cost of living adjustment is implemented, the pay ranges will be adjusted accordingly. The COLA shall be determined by the Consumer Price Index (CPI-W) published by the Bureau of Labor statistics.
2. **Merit increases** – the limits of merit increases shall be set by the Juvenile Board. The amount of each employee’s merit increase shall be based upon the employee’s performance evaluation and recommended by the Chief Juvenile Probation Officer. The Chief Juvenile Probation Officer shall be evaluated by the Juvenile Board.
3. **Special adjustments** – Should unusual conditions arise which would justify a pay increase, the Juvenile Board may authorize such increase.

SALARY EVALUATION

The Chief Juvenile Probation Officer shall ensure that the salaries of department employees remain competitive with positions of similar responsibilities and educational background in Caldwell County and shall notify the Juvenile Board should he/she believe that salaries are not competitive.

2015.08.24.09 Discussion/Action to consider Caldwell County entering into a Memorandum of Understanding and adopting resolution number 09-2015, supporting a collaboration of multiple agencies and groups to provide data collection equipment for the Blanco River Basin and rivers downstream, and authorize the County Judge to enter into letters of agreement for support, operational functionality and implementation of this project. **Cost: TBD. Speakers: Judge Schawe/Martin Ritchey. Backup 1.**

MEMORANDUM OF UNDERSTANDING

BETWEEN

GUADALUPE-BLANCO RIVER AUTHORITY, LCRA TRANSMISSION SERVICES CORPORATION, THE EDWARDS AQUIFER AUTHORITY, BLANCO COUNTY, HAYS COUNTY, CALDWELL COUNTY, THE CITY OF WIMBERLEY, THE CITY OF BLANCO and THE CITY OF SAN MARCOS

WHEREAS, devastating floods in the month of May, 2015 resulted in the loss of life and property in the watershed of the Blanco River; and,

WHEREAS, local and regional authorities have agreed to combine their efforts and work with the United States Geological Survey and the National Weather Service to increase flood monitoring and flood warning so as to provide additional protection for people living, working, and recreating along the Blanco River; and,

WHEREAS, additional river flow and rainfall gages and advanced communication systems linked to those gages would help improve flood monitoring and flood warning in the watershed of the Blanco River.

NOW, THEREFORE, the Guadalupe-Blanco River Authority (GBRA), the LCRA Transmission Services Corporation (LCRA TSC), the Edwards Aquifer Authority (EAA), the County of Blanco, the County of Hays, the City of Blanco, the County of Caldwell, the City of Wimberley, and the City of San Marcos (the Parties) agree and/or stipulate as follows:

1. The Parties will consult with one another and cooperate to find the means and the financing to acquire and install additional river flow and rainfall gages in the watershed of the Blanco River.
2. The Parties will consult with one another and cooperate to find the means and the financing to establish an advance system of communication that will link the gages and make gage data more readily available for the forecasting and monitoring of floods in the watershed of the Blanco River.
3. The gaging system that the Parties intend to install will consist of at least five additional river flow gages to be located on the Blanco and Little Blanco Rivers with telemetry equipment to be provided for some of the gages. In addition the Parties expect to identify eight additional sites for a rainfall monitoring network. If possible, the parties expect a communication system to allow the river gage data to be transmitted more rapidly to be installed and maintained.

4. To fund this project, the Parties agree to cooperate with one another to obtain the local, state, and federal contributions necessary to construct and maintain the project.
5. The locations for the gages is expected to be substantially the same as those shown on the attached map, marked Exhibit A, fully incorporated herein by reference.
6. Exact contributions and details for the project will be set forth in a written agreement between the Parties, who hereby agree to make all efforts to finalize the agreement to implement this project as soon as possible.

SIGNED and AGREED TO, effective August 10, 2015.

GUADALUPE-BLANCO RIVER
AUTHORITY:

COUNTY OF BLANCO:

W.E. West, Jr.
General Manager

Hon. Brett Bray
Blanco County Judge

LCRA Transmission Services Corporation:

COUNTY OF HAYS:

Phil Wilson
President and Chief Executive Officer

Hon. Bert Cobb, M.D.
Hays County Judge

EDWARDS AQUIFER AUTHORITY:

CITY OF BLANCO:

Roland Ruiz
General Manager

Hon. Bruce Peele
Mayor, City of Blanco

CITY OF WIMBERLEY:

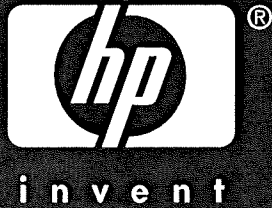
CITY OF SAN MARCOS:

Hon. Steve Thurber
Mayor, City of Wimberley

Hon. Daniel Guererro
Mayor, City of San Marcos

COUNTY OF CALDWELL:

Hon. Ken Schawe
Caldwell County Judge



HP LaserJet P2015 Series Printer

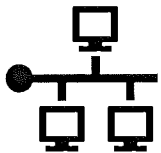


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26 ppm A4¹

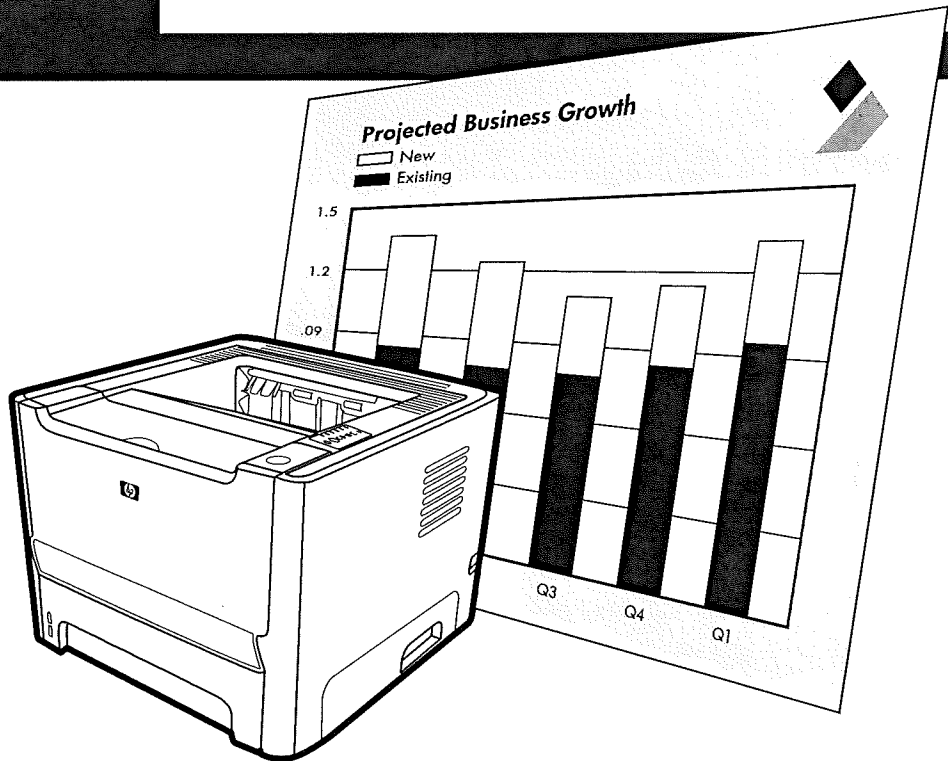


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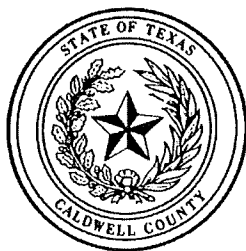
² Available only on HP LaserJet P2015d, P2015dn, and P2015x.

³ Available only on HP LaserJet P2015n, P2015dn, and P2015x.

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RESOLUTION No. 09-2015

A RESOLUTION OF CALDWELL COUNTY SUPPORTING A COLLABORATION OF MULTIPLE AGENCIES AND GROUPS TO PROVIDE DATA COLLECTION EQUIPMENT FOR THE BLANCO RIVER BASIN AND RIVERS DOWNSTREAM AUTHORIZING THE COUNTY JUDGE TO ENTER INTO LETTERS OF AGREEMENT FOR SUPPORT, OPERATIONAL FUNCTIONALITY AND IMPLEMENTATION OF THIS PROJECT.

WHEREAS on May 24th, 2015, Caldwell County and its residents were subjected to rains, flash floods and weather conditions that eclipsed all historical records for over fifty-years. A wall of water exceeding forty feet devastated multiple communities and took the lives of twelve people. Over one-thousand homes were damaged or destroyed in this catastrophic event; and

WHEREAS the Blanco River impacts the San Marcos River and other tributaries that directly impact communities in Texas; and

WHEREAS a Declaration of Disaster was requested and received at the Local, County and State levels, and a Presidential Declaration DR 4223 was also received for Texas Severe Storms, Tornadoes, Straight-line Winds, and Flooding. Incident period: May 4, 2015 to June 22, 2015; and

WHEREAS it was determined that the ability of National Weather Service, River Authorities, State and local officials were unable to accurately and definitively measure, detect or gather information regarding weather, river and ground conditions electronically along the Blanco River for early warning to residents; and

WHEREAS the ability to gather early and accurate information will aid in early warning, notification and evacuation in river basins and downstream tributaries preventing loss of life; and

WHEREAS technology and equipment exists that can be strategically located to gather the needed data to prevent loss of life and property damage; and

WHEREAS Caldwell County, Blanco County, Hays County, cities and villages that are within these counties, River Authorities, Edwards Aquifer Authority, National Weather Service, United States Geological Survey, and other public and private entities have come together and identified solutions to assist in gathering, tracking and disseminating this vital water information to the organizations and through exiting services to the public; and

WHEREAS many of the agencies, organizations and groups already perform these functions and already have operational funding in place, seek to work as a collaborative group so they may share resources. Specifically, these groups want to streamline the implementation of this project to assist in the saving of lives and property and see this as an immediate need. Many of the agreements are only operational in nature and only need policy support in order to proceed.

NOW, THEREFORE, Caldwell County resolves as follows:

1. That organizations that include, but are not limited to, Caldwell County, Blanco County, Hays County, cities and villages that are within these counties, River Authorities, Edwards Aquifer Authority, National Weather Service, United States Geological Survey, and other public and private entities to develop, organize, and coordinate a system or systems to assist in collection of rainfall, water flow and other related activity in the Blanco River Basin and along the Blanco and San Marcos river ways.
2. Develop a cooperative memorandum of understanding or other agreements for site locations, equipment (types/devices), funding, installation and long term physical operation of these systems and devices.
3. Develop, support and maintain a system or systems in which these information collection devices can convey data as needed to various agencies involved in the collaboration.
4. Authorize the County Judge to authorize operational agreements and costs within the normal operational scope of the organization.
5. Authorize the County Judge as signatory to other non-fiduciary agreements or letters of support as needed for this project.
6. Authorize the County Judge to seek and support for any funding avenue available. In addition, submit and/or support any agency involved in the project for any application for such funding in concert with local, state or federal procurement practices.
7. Recognize the organizations participating in this program are subject to restrictions and policy guidelines of the participating organization.

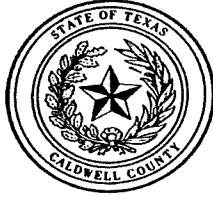
PASSED AND ADOPTED by Caldwell County in the State of Texas, at a regular meeting on August 24, 2015.

Ken Schawe
Caldwell County Judge

ATTESTED: _____
Carol Holcomb
Caldwell County Clerk

2015.08.24.10 Discussion/Action

authorizing the County Judge to execute an Interlocal Cooperative Agreement between Caldwell County and Hays County related to jail transfers. **Cost: None. Speaker: Judge Schawe/Sheriff Law. Backup: 1.**



INTERLOCAL COOPERATIVE AGREEMENT FOR COUNTY JAIL FUNCTIONS

THIS AGREEMENT is made and entered into this: 24th day of August, 2015 by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as Hays County, and Caldwell County, also a political subdivision of the State of Texas, hereinafter referred to as Caldwell County.

WHEREAS, Hays County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the County; and

WHEREAS, Caldwell County, is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Caldwell County; and

WHEREAS, Hays County and Caldwell County desire to improve the efficiency and effectiveness of local governments by authorizing the Intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, Hays County and Caldwell County mutually desire to be subject to the provision of Chapter 791, Texas Government Code, and the Interlocal Cooperation Act.

NOW, THEREFORE, Hays County and Caldwell County, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of the agreement shall be the 1st day of June 2015 and shall continue until terminated pursuant to the terms hereof.

II.

For the purpose and consideration herein stated and contemplated, Caldwell County shall provide the following necessary and appropriate services for Hays County to the maximum extent authorized by this agreement, without regard to disability, race, religion, color, age, sex and national origin; to-wit :

- A. Caldwell County shall accept and provide for the secure custody, care and safekeeping of prisoners in accordance with state and local laws standards, policies, procedures, or court orders applicable to the operations of the Caldwell County Facility.
- B. In the event that the Caldwell County Facility shall be at maximum capacity as a result of Caldwell County or other inmates, Caldwell County reserves the right to require the removal or transfer of Hays County's prisoners within forty-eight (48) hours after notice to Hays County, in order to provide facilities for Caldwell County prisoners, and Caldwell County agrees to notify Hays County as soon as possible when Hays County prisoners must be removed from the Caldwell County facility because of capacity limits.
- C. Caldwell County shall notify Hays County as soon as possible of all emergency medical cases requiring removal of a prisoner and health care services to include transportation and guard services provided outside the Caldwell County facility. All extraordinary medical care and prescription drugs shall be paid for by Hays County.
- D. In no event shall Caldwell County be required to accept Hays County prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause Caldwell County Facility to be in violation of the Texas Jail Standards Commission. Caldwell County, in its sole discretion, shall determine whether a Hays County prisoner shall be accepted for incarceration by Caldwell County. Nothing contained herein shall be construed to compel Caldwell County to accept any prisoner if it would place Caldwell County in violation of any law, regulation or court order.
- E. Nothing contained herein shall be construed to compel Caldwell County Sheriff, acting in his capacity as keeper of the jail, to accept any prisoner for any reason.

III.

Hays County designates Captain Mike Davenport as Liaison Officer for Hays County with and between Hays County and Caldwell County. Caldwell County designates Captain Keith Jeffery as Liaison Officer for Caldwell County with and between Hays County and Caldwell County. The respective county sheriff of each county, or his/her designated substitute, shall insure the performance of all duties and obligation of said County herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of said County in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the Sheriff's Department employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the proposes, terms and conditions of this Agreement of the mutual benefit of Hays County and Caldwell County.

IV.

To the extent permitted by law and the Constitution of the State of Texas, Hays County agrees to indemnify and hold harmless Caldwell County, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the transfer of prisoners by Hays County and duties herein assigned to Hays County, and specifically excluding the actual incarceration of prisoners by Caldwell County. Hays County retains full liability for each prisoner until that prisoner has been processed and booked into Caldwell County's Facility.

V.

To the extent permitted by law and the Constitution of the State of Texas, Caldwell County agrees to indemnify and hold harmless Hays County, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fee, arising out of the actual holding and incarceration of prisoners by Caldwell County in Caldwell County's facilities and specifically excluding the transfer of prisoners to and from Caldwell County. Nothing in this Agreement shall be construed as a waiver of Caldwell County's and/or Hays County's right to assert sovereign immunity, qualified immunity, or any other defense available against third-party claims.

VI.

Caldwell County shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of Caldwell County stated in this agreement, and give all attention necessary for such proper supervision and direction.

VII.

Hays County agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Hays County's employees, and agents, Hays County's sub-contractors, and/or contract laborers. Hays County further agrees to bring with each prisoner delivered to the Caldwell County Facility all packets, jail cards, classification data and other information in the possession of Hays County regarding each prisoner, and has the duty to advise Caldwell County of any known dangerous propensities of each prisoner delivered to Caldwell County.

VIII.

Caldwell County agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Caldwell County's employees, and agents, Contractor's subcontractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said Contractor.

IX.

Caldwell County understands and agrees that Caldwell County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Hays County. Hays County understands and agrees that Hays County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Caldwell County.

X.

For the services hereinabove stated, Hays County agrees to pay to Caldwell County, for the performance of this agreement, the sum of FORTY FIVE AND NO/100 DOLLARS (\$45.00) per day of each prisoner confined in Caldwell County facilities. A day shall constitute any portion during a twenty-four (24) hour period beginning and ending at midnight. Hays County agrees to reimburse Caldwell County for all extraordinary medical care and prescription drugs of Hays County prisoners. Hays County further agrees to reimburse Caldwell County for damages, which directly caused to Caldwell County facilities or employees by the direct action of Hays County prisoners.

XI.

Hays County agrees to pay to and reimburse Caldwell County on a monthly basis, and upon the submission of documented invoice by Caldwell County, for the cost of the items and expenses specified in and in accordance with paragraph X of this agreement during the term of this agreement.

XII.

This agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to other party. In the event of such termination, by either party, Caldwell County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Caldwell County be overcompensated for reimbursable expenses as authorized by this agreement, Hays County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise out of this agreement.

XIII.

This agreement represents the entire and integrated agreement between Hays County and Caldwell County and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Hays County and Caldwell County.

XIV.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in Caldwell County, Texas.

XV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XVI.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 24th day of August, 2015.

Daniel C. Law
Caldwell County Sheriff

Gary Cutler
Hays County Sheriff

Ken Schawe
Caldwell County Judge

Bert Cobb
Hays County Judge

ATTEST: _____
BY: Carol Holcomb
Caldwell County Clerk

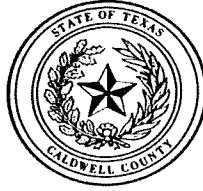
ATTEST: _____
BY: Liz Q. Gonzalez
Hays County Clerk

2015.08.24.11 Discussion/Action to:
(1) select broker(s), pursuant to responses for Request for Proposal #2015-01 and Request for Proposal #2015-02, for purposes of selling County owned properties located at 201 E. San Antonio Street and 100 E. Market Street; and (2) to authorize the County Judge to execute contract(s), once finally approved by counsel, with the broker(s).
Cost: None. Speaker: Judge Schawe
Backup: 1.

Ken Schawe
County Judge
(512) 398-1808

Lori Rangel
County Treasurer
(512) 398-1800

Debra French
County Auditor
(512) 398-1801



Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: (512) 398-1828

Alfredo R. Muñoz
Commissioner Precinct 1

Eddie Moses
Commissioner Precinct 2

Neto Madrigal
Commissioner Precinct 3

Joe I. Roland
Commissioner Precinct 4

REQUEST FOR PROPOSAL FOR REAL ESTATE BROKER SERVICES

Request for Proposal #2015-01

**Proposals are due by 3:00 pm
on August 7, 2015
(no late submittals will be accepted)**

For inquiries, please contact Caldwell County Auditor, Debra French, at (512) 398-1801 or Debra.French@co.caldwell.tx.us

**REQUEST FOR PROPOSAL FOR REAL ESTATE BROKER SERVICES
RFP #2015-01**

1. Overview

Caldwell County is seeking the services of a real estate broker (the Broker) to provide a broad range of real estate services for real property assets. The purpose of this Request for Proposals ("RFP") is to select one broker who may be retained and used for purposes of selling County-owned commercial property located at 201 E. San Antonio Street, Lockhart, Texas 78644. If during the term of this Contract the County and the Broker determine that the services are not fully responsive to the County's real estate requirements, the County and the Broker will make appropriate adjustments to the services to ensure that the County's requirements are satisfied. The right to make adjustments to the services does not preclude the County's right to cancel the Contract pursuant to applicable provisions contained herein. Caldwell County reserves the right to cancel a solicitation at any time prior to award; as well as reserves the right to reject any and all proposals received (and/or portions of), and to select the proposal(s) which it determines to be in its best interest. Caldwell County reserves the right to reject all responses and to solicit and advertise for other qualifications. Selected Broker shall keep all the information provided and any project work confidential and shall not release any information to the press, general public or any party without prior written approval from the County.

2. Scope of Work

Caldwell County will partner with a broker to provide evaluation and sale of commercial real property, and implementation of industry best practices. The following are some, but not all, of the services to be provided as part of this Contract, as requested at the discretion of the County:

2.1 Marketing of Property

2.1.1 Work on behalf and in the best interest of the County, by positioning the commercial property creatively in the marketplace, targeting potential buyers, developing relations for the County, and maximizing profitability.

2.1.2 Prepare creative and dynamic marketing material to distribute to potential buyers, prepare proposals, and respond to inquiries.

2.1.3 Prepare property for showing, show property, and provide property statistics and sale information.

2.2 Contract Negotiations

2.2.1 Assist the County with sale agreements by reviewing contract requirements, negotiating terms, and obtaining signatures.

2.2.2 Consult with Caldwell County Commissioners Court and County legal counsel.

3. Proposal Requirements

Responses to this RFP will be evaluated on the bidder's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP and the needs of Caldwell County, and provides the best value to the County. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. The following factors will be evaluated:

3.1 Firm Profile (5%)

3.1.1 Bidders shall provide a profile of the company, including, but not limited to:

- Ownership, state of incorporation, date, etc.
- Location of office(s)
- Number of employees
- Company background and history
- Length of time providing services requested through this proposal

3.2 Qualified Personnel (15%)

3.2.1 The written proposal should indicate the competencies of key personnel whom the bidder intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to experience on commercial projects as referenced in this RFP. Emphasis will be placed upon the qualifications of bidder's project manager, on-site representative, and the project manager's dedicated management time as well as that of other key personnel working on this project. Resumes shall include detailed, chronological work experience, including name and phone number of person or persons who may be contacted from each project or work assignment.

3.3 Capability, Qualifications, and Experience of Company (30%)

3.3.1 Experience working with units of government, including understanding of Constitutional, statutory, and administrative requirements. Bidders must provide a minimum of three (3) references for similar projects performed for clients. Information provided should include, but not be limited to:

- Customer Name
- Customer Contact
- Project Description
- Starting and Ending Project Dates
- Types of Services Provided
- Staff Assigned to Project

3.3.2 Experience working in Caldwell County.

3.3.3 Experience working in commercial real estate.

3.3.4 Any perceived or real conflicts of interest.

3.3.5 Broker capabilities beyond the primary objectives and tasks listed.

3.3.6 Any other information that may be beneficial to the County in achieving the goals of this RFP.

3.4 Work Plan (40%)

3.4.1 The written proposal should include the bidder's ability to provide a plan using known methods for accomplishing the work. The plan should include a detailed narrative description of how the bidder will accomplish the objectives and tasks, including details such as specific tasks to be completed and an estimated timetable. Also indicate the estimated time required of County resources.

3.5 Pricing and Fee Structure (10%)

3.5.1 To the fullest extent possible, compensation for work performed shall be derived from commissions. Proposals for other methods of compensation will be considered, provided they are in conformance with applicable law. Bidders are cautioned to identify any and all costs associated with their proposal. Failure to do so may be cause for disqualification.

4. RFP Evaluations

All proposals timely received will be carefully evaluated by an evaluation committee of Caldwell County representatives. The County will select a bidder which, in its opinion, has made the best proposal and will offer quality professional and real estate services to Caldwell County. Bidders submitting proposals should note that it is entirely within the County's discretion in this procurement to determine if a proposal reflects the best value for the County. The County reserves the right to select any proposal, regardless of fee structure.

4.1 Proposal Evaluation

4.1.1 Proposals will be evaluated by members of the selection committee. Each criterion in the Proposal Requirements section will be considered per the percentages listed.

4.2 Firm Interviews

4.2.1 Firm interviews and/or presentations may, at Caldwell County's sole option, be separately conducted with the best qualified bidder or bidders. The evaluation committee may use these interviews to determine which proposal reflects the best value for Caldwell County.

4.3 Presentation to Caldwell County Commissioners Court

4.3.1 Upon the selection committee evaluating the proposals, and after any interviews and/or presentations are conducted, the selection committee will make their recommendation to the Caldwell County Commissioners Court. The Court will then either confirm the recommendation of the selection committee, or make their own recommendation. The Commissioners Court will make the final determination on the selection of a broker.

4.4 Additional Considerations

4.4.1 The ability, capacity, and skill of the bidder to perform the contract or provide the services required.

4.4.2 Whether the bidder can perform the contract or provide the services promptly, and within the time specified without delay or interference.

4.4.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

4.4.4 The quality of past contract performance.

4.4.5 The previous compliance of laws and ordinances by the bidder.

4.4.6 The financial responsibility of the bidder to perform the contract or provide the services.

4.4.7 The limitations of any license the bidder may be required to possess.

4.4.8 The ability of the bidder to provide future service.

4.4.9 Such other factors as may be deemed relevant as to the best value.

4.5 County's Estimated Timeline for RFP

4.5.1 Caldwell County's estimated timeline for this RFP is as follows:

Requests for Proposals Issued	July 17, 2015
Deadline for Proposals Received	August 7, 2015
Proposal Recommendation by Committee	August 21, 2015
Committee Recommendation to Commissioners Court	August 24, 2015

5. Information and Required Timelines Regarding this RFP

5.1 Proposal Preparation

5.1.1 Proposals should be prepared simply with emphasis on completeness and clarity of content. An authorized representative must sign proposals and all information requested must be submitted by the established deadline.

5.2 Proposal Submission

5.2.1 Five (5) copies of each proposal are required to be submitted. All proposals must be in hard copy and delivered via mail or hand-delivery. No electronic submittals will be accepted.

5.2.2 Proposals are due on August 7, 2015 no later than 3:00pm. Proposals must be delivered and received by this deadline, not simply post-marked or in transit.

5.2.3 Please send proposals to:

Ms. Debra French
Caldwell County Auditor
110 South Main Street, Room 303
Lockhart, Texas 78644

5.3 Questions Regarding Proposal

5.3.1 Any general questions or inquiries regarding this proposal should be directed to:

Ms. Debra French
Caldwell County Auditor
110 South Main Street, Room 303
Lockhart, Texas 78644
Phone: (512) 398-1801
Email: Debra.French@co.caldwell.tx.us

Ken Schawe
County Judge
(512) 398-1808

Lori Rangel
County Treasurer
(512) 398-1800

Debra French
County Auditor
(512) 398-1801



Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: (512) 398-1828

Alfredo R. Muñoz
Commissioner Precinct 1

Eddie Moses
Commissioner Precinct 2

Neto Madrigal
Commissioner Precinct 3

Joe I. Roland
Commissioner Precinct 4

REQUEST FOR PROPOSAL FOR REAL ESTATE BROKER SERVICES

Request for Proposal #2015-02

**Proposals are due by 3:00 pm
on August 7, 2015
(no late submittals will be accepted)**

For inquiries, please contact Caldwell County Auditor, Debra French, at (512) 398-1801 or Debra.French@co.caldwell.tx.us

REQUEST FOR PROPOSAL FOR REAL ESTATE BROKER SERVICES

RFP #2015-02

1. Overview

Caldwell County is seeking the services of a real estate broker (the Broker) to provide a broad range of real estate services for real property assets. The purpose of this Request for Proposals ("RFP") is to select one broker who may be retained and used for purposes of selling County-owned commercial property located at 100 E. Market Street, Lockhart, Texas 78644. If during the term of this Contract the County and the Broker determine that the services are not fully responsive to the County's real estate requirements, the County and the Broker will make appropriate adjustments to the services to ensure that the County's requirements are satisfied. The right to make adjustments to the services does not preclude the County's right to cancel the Contract pursuant to applicable provisions contained herein. Caldwell County reserves the right to cancel a solicitation at any time prior to award; as well as reserves the right to reject any and all proposals received (and/or portions of), and to select the proposal(s) which it determines to be in its best interest. Caldwell County reserves the right to reject all responses and to solicit and advertise for other qualifications. Selected Broker shall keep all the information provided and any project work confidential and shall not release any information to the press, general public or any party without prior written approval from the County.

2. Scope of Work

Caldwell County will partner with a broker to provide evaluation and sale of commercial real property, and implementation of industry best practices. The following are some, but not all, of the services to be provided as part of this Contract, as requested at the discretion of the County:

2.1 Marketing of Property

2.1.1 Work on behalf and in the best interest of the County, by positioning the commercial property creatively in the marketplace, targeting potential buyers, developing relations for the County, and maximizing profitability.

2.1.2 Prepare creative and dynamic marketing material to distribute to potential buyers, prepare proposals, and respond to inquiries.

2.1.3 Prepare property for showing, show property, and provide property statistics and sale information.

2.2 Contract Negotiations

2.2.1 Assist the County with sale agreements by reviewing contract requirements, negotiating terms, and obtaining signatures.

2.2.2 Consult with Caldwell County Commissioners Court and County legal counsel.

3. Proposal Requirements

Responses to this RFP will be evaluated on the bidder's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP and the needs of Caldwell County, and provides the best value to the County. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. The following factors will be evaluated:

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2015.08.24.12 Discussion/Action to consider changing the Veterans Service Officer position from a full-time position to a part-time position and proceed with the application process. **Cost: None.** **Speakers: Judge Schawe / Commissioner Madrigal. Backup 0.**

2015.08.24.13 Discussion/Action to approve setting the county contribution rate to the county retirement plan. **Cost: None. Speaker: Judge Schawe. Backup 1.**



Plan Assessment for Plan Year 2016
Caldwell County – 127
Participation Date – 10/1/1980

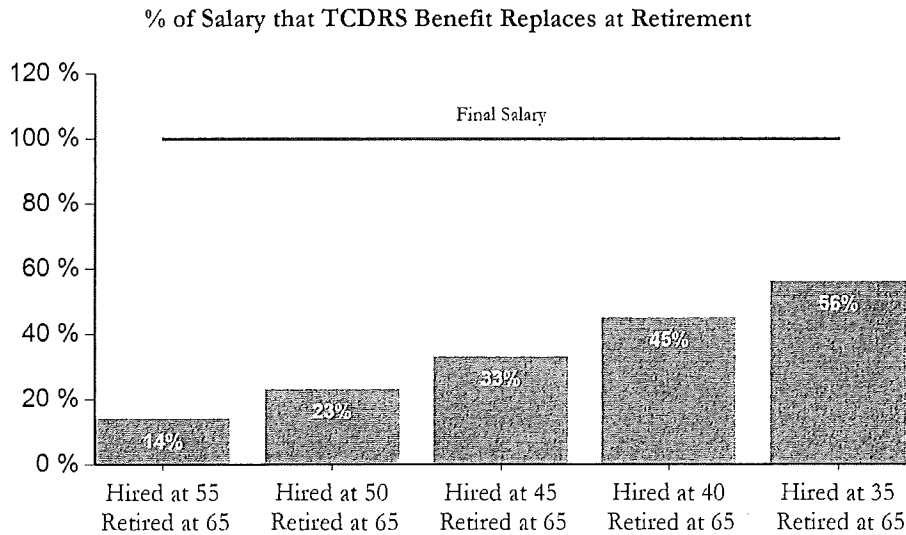
It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits meet your workforce needs and budget. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

2016 Plan

Basic Plan Options	
Employee Deposit Rate	5%
Employer Matching	150%
Prior Service Credit	125%
Retirement Eligibility	
Age 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump-Sum Payment at Retirement	No
Group Term Life	None
Retirement Plan Funding	
Normal Cost Rate	3.69%
UAAL/(OAAL) Rate	0.17%
Required Rate	3.86%
Elected Rate	4.00%
Total Contribution Rate	
Retirement Plan Rate (greater of required or elected rate)	4.00%
Group Term Life Rate	N/A
Total Contribution Rate	4.00%
Valuation Results (as of Dec. 31, 2014)	
Actuarial Accrued Liability	\$12,065,686
Actuarial Value of Assets	\$11,974,966
Unfunded Actuarial Accrued Liability	\$90,720
Funded Ratio	99.2%

What You Are Providing

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:

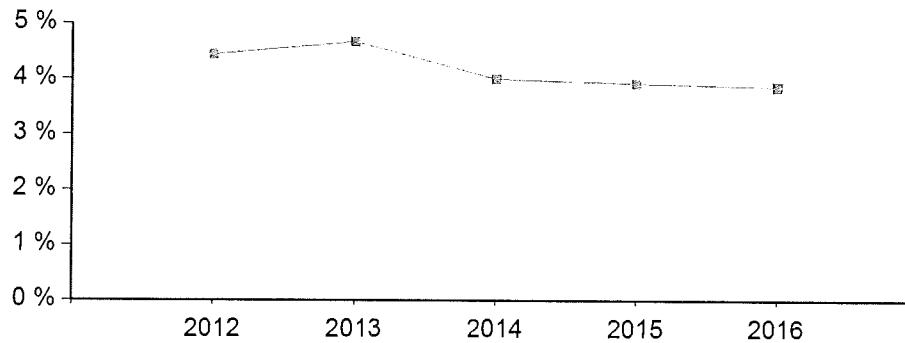


Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at www.tcdrs.org/employer).
- Based on Single Life benefit.

Reasons for Rate Change

Below is a record of your required rate history for your retirement plan over the last five years.



Reasons for Rate Change	2012–2013	2013–2014	2014–2015	2015–2016
Beginning Rate	4.44%	4.67%	4.00%	3.92%
Plan Changes Adopted	0.00%	0.00%	0.00%	N/A
Investment Return	0.21%	0.21%	-0.02%	-0.03%
Elected Rate/Lump Sum	0.00%	-0.93%	0.00%	-0.01%
Demographic/Other Changes	0.02%	0.05%	-0.01%	-0.02%
Assumptions/Methods	0.00%	0.00%	-0.05%	0.00%
Ending Rate	4.67%	4.00%	3.92%	3.86%
Valuation Year	2011	2012	2013	2014
Funded Ratio	92.0%	97.5%	98.5%	99.2%

A complete Summary Valuation Report for the Dec. 31, 2014 valuation will be available mid-May at www.tcdrs.org/employer.

Next Steps

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit selections are due by Dec. 15, 2015.

2015.08.24.14 Discussion/Action to consider creating a temporary paid full-time position in Constable Precinct 4's Office to assist in handling business related to the vacancy in Constable Precinct 3's Office. **Cost: TBD. Speakers: Commissioner Madrigal / Arthur Villarreal. Backup 1.**



CALDWELL COUNTY CONSTABLES OFFICE PCT#4
OFFICE ART VILLARREAL

405 E. Market Street • Lockhart, TX 78644
Tips Line: (512) 398-1836 • Fax: (512) 398-1837
Criminal Enforcement: (512) 398-1836 • J.P., Pct. 4 (512) 398-1841

To: To whom it may Concern,
From: Arthur Villareal, Constable Precinct #4
Subject: Temporary Paid Full Time Position
Date: August 18, 2015

Dear Sir,

Due to the fact that Precinct #3 Constable's Office is vacant due to the loss of Margarito Zapata Jr. at his passing and the considerable lack of qualified individuals in which to be appointed as Interim Constable, there is a lack of support for service of civil or criminal process, citation, notice, warrant, subpoena, writ or Bailiff Duties in Precinct #3. At Constable Zapata's passing, legal authority for his deputies to act on behalf of the county was no longer valid. Currently operations in Precinct #3 are being conducted by Precinct #4 when there is personal available.

This is causing Precinct #4 personal, equipment and funds to be used in a different precinct. This will be reflected in higher cost to Precinct #4's budget and expenses.

Other considerations include oversight and accountability in Precinct #3. Currently there is no person responsible for the continuing operations in Precinct #3.

I propose for your consideration the following:

1. Create a Temporary Paid Full Time Position in Precinct #4 to support the Vacancy in Precinct #3.
 - a. This will be a supervisory position, which will include the supervision of volunteer deputies who are assigned to assist in Precinct #3.
 - b. Have the Temporary Paid Full Time employee temporarily conduct the business of Precinct #3
 - c. Funds to pay for this position can come from Line Item numbers:
 - i. 001-4323-1010, which has \$5,772.56 remaining for FY 2014-15
 - ii. 001-4323-2010, which has \$864.61 for Social Security and Medicare Tax remaining for FY 2014-15,

- iii. 001-4323-2020 which has \$1536.50 for Group Medical Insurance remaining for FY 2014-15, and
 - iv. 001-4323-2100, which has \$6,950.00 remaining for FY 2014-15
 - d. The above funds could be placed into Line Item 001-4324-2100 and two new Line Items to cover 2010 and 2020.
 - i. 001-4323-1010, which has \$5,772.56 added to 001-4323-2100, which has \$6,950.00 comes to a total of \$12772.56.
 - ii. \$12772.56 added to the \$2100.00 which is already in Line Item 001-4324-2100 comes to \$14822.56. This comes to the equivalent of about 7 months funding for this position.
 - e. This position will be temporary in nature to be dissolved when a qualified individual in which to be appointed as Interim Constable is located and appointed.
2. Authorize Precinct #4 to utilize Precinct #3 vehicles, equipment and other budget Line Items, to support operations in Precinct #3.
 3. Authorize Precinct #4 to utilize Volunteer Deputies to continue to assist in operations in Precinct #3.
 4. Upon appointing a qualified candidate to the position of Appointed Constable in Precinct #3, Dissolve the Temporary Paid Full Time Position and revert the above back to Precinct #3.

Doing the above, will greatly assist in the continuing operations in Precinct #3.

Thank you,

CONSTABLE ART VILLARREAL

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit. All civil process served by a constable at any time or place is presumed to be served in the constable's official capacity if under the law the constable may serve that process in the constable's official capacity. A constable may not under any circumstances retain a fee paid for serving civil process

in the constable's official capacity other than the constable's regular salary or compensation. Any fee paid to a constable for serving civil process in the constable's official capacity shall be deposited with the county treasurer of the constable's county.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 846 (S.B. 2197), Sec. 1, eff. September 1, 2009.

2015.08.24.15 Discussion/Action to approve Budget Amendment 2014-20 in the amount of \$1,000.00 to cover travel expenses for Carissa Wilhelm, Extension Agent. **Cost: None.**
Speakers: Judge Schawe/Carissa Wilhelm. Backup 1.

CALDWELL COUNTY, TEXAS
BUDGET AMENDMENT #2014-20
FISCAL YEAR 2014-2015

<u>DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>INCREASE</u>	<u>DECREASE</u>
TRANSPORTATION	001-8700-4260	\$ 1,000.00	
MILEAGE REIMBURSEMENT ADH DEMO AGENT	001-8700-4251		\$ 1,000.00
		<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>

2015.08.24.16 Discussion/Action to approve out of state travel for County Extension Agent, Carissa Wilhelm, to West Virginia in November for a national annual meeting with the National Extension Association of Family and Consumer Sciences. **Cost: \$1,500.00. Speakers: Commissioner Munoz / Carissa Wilhelm. Backup 1.**



Tradition to guide us, Knowledge to share, Innovation to succeed
NOVEMBER 2-5, 2015, White Sulphur Springs, WV

2015 Annual Session Agenda

Sunday, November 1, 2015

4:30PM – 7:30PM Registration

Monday, November 2, 2015

7:00AM – 5:00PM Registration

8:00AM – 11:30AM Pre-Conference Workshops at the Greenbrier (Additional Fee, breakfast begins at 7:30am)

10:00AM – 11:30AM The Chocolate Experience- Hands on Workshop (Optional activity with additional fee)

11:30AM – 12:30PM First Timer Orientation

12:30PM Lunch on own

1:30 PM – 3:30PM Opening General Session with Keynote, Tim Moore

6:30 PM Welcome Event Reception & Dinner

Tuesday, November 3, 2015

6:30AM – 7:30AM Wellness Activity – Yoga with Rae Ann Carrier

Breakfast on own

7:00AM – 4:00PM Registration

8:00AM – 8:45AM Concurrent Session 1

9:00AM – 9:45AM Concurrent Session 2



Tradition to guide us. Knowledge to share. Innovation to succeed
NOVEMBER 2-5, 2015, White Sulphur Springs, WV

Tuesday, November 3, 2015 (Continued)

10:00AM – 10:45AM	Concurrent Session 3
11:00AM – 11:45PM	Concurrent Session 4
	Lunch on own
12:00PM – 5:00 PM	Exhibitors Move-in
4:00 PM – 5:00 PM	Exhibitor Orientation/Reception
1:00PM – 5:00PM	In-Depth Sessions
	Dinner on own
6:00PM – 9:00PM	Leadership Event (Invitation Only)

Wednesday, November 4, 2015

6:30AM – 7:30AM	Wellness Activity - 2.5 Mile Walk (Valley View Trail) with Emily Murphy
7:00AM – 4:00PM	Registration
7:30AM – 10:00AM	Regional Breakfasts
8:00AM – 5:00PM	Program Leaders Meeting – Day 1 (Special Registration Required, incl Breakfast & Lunch)
10:15AM – 12:15PM	General Session with Capnote, Jean Ragalie-Carr
12:15AM – 5:00PM	Exhibit Hall Ribbon Cutting Exhibit Hall Open (Boxed Lunch provided)
12:15 PM	Past National President Luncheon & Meeting
12:30PM – 5:00PM	Silent Auction
1:00PM – 5:00 PM	Showcase of Excellence (Poster Session)
1:30PM – 4:00PM	Exhibit Forums
3:00PM – 4:30PM	Affiliate Officers Meetings
5:30PM	State's Night Out



Tradition to guide us, Knowledge to share, Innovation to succeed
NOVEMBER 2-5, 2015, White Sulphur Springs, WV

Thursday, November 5, 2015

6:30AM – 7:30AM	Wellness Activity – Resistance Band Class with Eric Murphy
8:00AM – 12:00PM	Registration
8:00AM – 5:00PM	Program Leaders Meeting - Day 2 (Special Registration Required, incl Breakfast & Lunch)
8:00AM – 12:00PM	Exhibit Hall Open (Continental Breakfast Provided)
8:00AM – 11:00AM	Exhibit Forums
8:00AM – 12:00PM	Showcase of Excellence (Poster Session)
8:30AM – 2:00PM	Marketplace
9:00AM – 11:00AM	Annual Business Meeting Lunch on own
12:00PM – 3:00PM	Exhibitor Move-out
1:00PM – 2:30PM	Life Member Meeting
1:00PM – 3:00PM	Committee Meetings
1:30PM – 2:15PM	Concurrent Session 5
2:30PM – 3:15PM	Concurrent Session 6
3:30PM – 4:15PM	Concurrent Session 7
4:30PM – 5:15PM	Concurrent Session 8
6:00PM – 7:00PM	Reception
7:00PM – 11:00PM	Awards Banquet (Dinner Provided)

2015.08.24.17 Discussion/Action

to: (1) consider authorizing civil counsel and outside counsel to review and make recommendations and suggested changes to the proposed host agreement regarding 130 Environmental Park; (2) to authorize civil counsel and outside counsel to present those recommendations and changes to the Court at a special meeting on Tuesday, September 8, 2015; and (3) schedule a workshop at a special meeting on Tuesday, September 8, 2015 regarding recommendations and proposed changes to the host agreement. **Cost: None. Speaker: Judge Schawe/Jordan Powell. Backup 1.**

HOST AGREEMENT

This Host Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013, by and between CALDWELL COUNTY, TEXAS a political subdivision organized and existing under the laws of the State of Texas, acting through the Caldwell County Commissioners Court (the "County"), and 130 ENVIRONMENTAL PARK, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Georgia and duly authorized to do business in the State of Texas.

WITNESSETH:

WHEREAS, it is in the best interests of the citizens, residents, businesses and visitors in Caldwell County to provide an economical, efficient, and environmentally sound long-term plan for management and disposal of the non-hazardous solid waste generated within the County and its municipalities in a modern solid waste disposal facility permitted and operated under current federal and state solid waste laws and regulations; and

WHEREAS, the Company proposes to develop, permit, construct and operate a solid waste disposal facility within the County, and the Company is willing to provide certain payments and other benefits to the County in respect to such facility as provided herein; and

WHEREAS, the County through its duly elected Commissioners has determined that it is in the best interests of the citizens and residents of the County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of monetary and other benefits and services to be provided to the County through this Agreement, the respective covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and the Company hereby agree as follows, each intending to be legally bound:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Solid Wastes" shall mean non-hazardous Solid Waste (as defined herein) which the Facility (as defined herein) is authorized to receive for handling, processing, and disposal by the Permits (as defined herein) and under applicable solid waste laws and regulations and facility operating rules and procedures.

"Act" shall mean the Texas Solid Waste Disposal Act, Texas Health & Safety Code, Title 5, Chapter 361, and future amendments thereto if applicable under law to the subject matters of this Agreement.

"C&D Waste" shall mean non-putrescible construction and demolition materials and as otherwise defined in Title 30, Chapter 330 of the Texas Administrative Code.

"Commencement Date" shall mean that date on which the Landfill (as defined herein) commences receipt of solid waste for handling, processing, and disposal following final permitting and construction of the Landfill pursuant to the Permits.

"Commercial Waste" means all types of Acceptable Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing facilities.

"Company" shall mean 130 Environmental Park, LLC and any authorized successor or assignee of its rights and obligations under this Agreement.

"County" shall mean Caldwell County, Texas, acting through its duly elected Commissioners Court.

"County Solid Waste Management Plan" shall mean any Plan currently or hereafter adopted for Caldwell County concerning the management of Solid Waste in and for Caldwell County including but not limited to Solid Waste handling, processing, recycling, and disposal.

“*County Waste*” shall have the meaning set forth in Section 6 hereof.

“*Effective Date*” shall mean the last date on which this Host Agreement is executed by the County and the Company as shown by the dates of execution on the signature page of this Agreement.

“*Environmental Law*” shall mean any federal, state, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit imposing liability or standards of conduct or responsibility concerning or relating to environmental regulation.

“*Excluded Wastes*” shall mean highly flammable substances, regulated hazardous wastes, , certain pathologic and biological waste, explosives, radioactive materials, petroleum, regulated medical waste, sewage sludge, coal ash, or any other waste excluded by an applicable Environmental Law or excluded by any of the terms and conditions of the Permits. This term shall also include such other Solid Waste materials which the Company determines in its sole discretion, to pose an unreasonable risk to the operational safety of the Facility, the employees thereof, or the environment.

“*Facility*” shall mean the solid waste handling facility to be developed on a portion of the Facility Site (as defined herein), consisting of the Landfill and ancillary and appurtenant structures, facilities, improvements, and contiguous land used for the handling, storage, processing, or disposal, or the recycling and recovery, of Solid Waste or materials in Solid Waste. The Facility may include a recycling facility for C & D Waste materials, a processing facility for recovery of recyclables and reusable materials, and a Green Waste (as defined herein) mulching facility.

“*Facility Site*” shall mean that area of real property consisting a total of approximately 1,229 acres in northern Caldwell County east of Toll Road 130/US 183 and north of FM 1185, as

more fully described in Exhibit "A" attached hereto, on which the Company proposes to develop and operate the Facility.

"Footprint" shall mean the area of land within the Landfill permitted for placement and disposal of Solid Waste underlain by the regulatory liner system.

"Force Majeure" shall mean an act, event, or condition, beyond the reasonable control of the party that makes performance under this Agreement impossible or impracticable, upon which a party reasonably relies as justification for delay or excuse from performing or complying with any obligation or agreement herein. Such events shall include the following: act of God; act of public enemy; interference by a third party; strike or similar industrial or labor action; fire; flood; accident; or order of any court, regulatory or civil authority which delays or prevents any aspect of the permitting or construction of the Facility contemplated herein.

"Green Waste" shall mean leaves, brush, shrub and tree prunings, nursery residuals, forestry residuals, and other vegetative matter capable of being mulched for beneficial reuse.

"Host Fees" shall mean the amounts payable pursuant to the terms of Section 5 of this Agreement, based on the volume of Acceptable Solid Wastes disposed of at the Landfill for which the Company receives payment of Tipping Fees (as defined herein).

"Industrial Waste" shall mean Solid Waste generated by manufacturing or industrial activities and processes that is not hazardous waste, and as otherwise defined in the Act and/or the Solid Waste Rules (as defined herein), or by the applicable Permits.

"Landfill" shall mean a Type I municipal solid waste landfill, as defined and permitted under the Act and Solid Waste Rules, located, designed, and operated according to the engineering and environmental protection standards of the "Subtitle D" landfill regulations of the

U. S. Environmental Protection Agency and the Act and Solid Waste Rules, and all appurtenant structures, facilities, and improvements.

“*Operator*” shall mean the Company or an affiliate thereof or any other qualified company having experience in the design, construction, operation and maintenance of similar facilities.

“*Permits*” shall mean the solid waste handling permit, air quality permit, and all other necessary permits, approvals, and authorizations issued by TCEQ and any other state or federal agency authorizing the development, construction, and operation of the Facility or any component of the Facility.

“*Permit Area*” shall mean the 519.746 acre area located within the Facility Site and described in Appendix IC of landfill permit application No.2383 on file with TCEQ.

“*130 Environmental Park*” shall mean a mixed used development commercial and industrial park including the Facility, located within the boundaries of the real property described in Exhibit A hereto.

“*Recovered Materials*” shall mean materials removed from Solid Waste delivered to the Facility for processing and disposal which are diverted from the waste stream for sale, reuse, recycling, or other beneficial use.

“*Solid Waste*” shall mean municipal solid waste, as defined in the Act and Solid Waste Rules, and other non-hazardous solid waste allowed by the Permits, but shall not include any Excluded Wastes.

“*Solid Waste Rules*” shall mean the current applicable rules and regulations governing solid waste management set forth in Chapter 330 of the Texas Administrative Code and any other applicable sections of the Texas Administrative Code, future amendments to those

regulations if applicable under law to the subject matters of this Agreement, and any other applicable requirements of the TCEQ for the permitting, design, construction, operation, and maintenance of the Facility.

“TCEQ” shall mean the Texas Commission on Environmental Quality, including the officials and staff of that agency.

“Tipping Fees” shall mean the fees established at the Facility for the handling and disposal of County Waste and other Solid Waste, as determined by the Company pursuant to the provisions of Section 6 of this Agreement.

“Ton” shall mean 2000 pounds.

“Transfer Station” shall mean a Type V municipal solid waste processing facility to be located within the Permit Area as proposed in registration application No. ____ [to be inserted when provided by TCEQ] on file with TCEQ.

The terms “Hazardous Waste,” “Municipal Solid Waste”, “Municipal Solid Waste Landfill”, “Municipal Solid Waste Disposal Facility”, and any other undefined terms of art used herein, shall have the definitions given those terms in the Act and or the Solid Waste Rules, which definitions are incorporated herein by reference.

2. FACILITY DEVELOPMENT. Subject to the Company's acquisition of legal title to the Facility Site, and the Company's receipt of all necessary Permits and associated approvals authorizing the development, construction and operation of the Facility, the Company shall develop, construct and operate the Facility on and within the Facility Site. The Company agrees that the permitting, development, construction and operation of the Facility will comply in all respects with the Act and the Solid Waste Rules, and with all other applicable Environmental

Laws, (subject to the Company's right to contest in good faith the interpretation, application, and enforcement of any such laws).

3. **COUNTY OBLIGATIONS.**

(a) Cooperation and Compliance with Law. To the full extent authorized or required by local, state, or federal law, and subject to compliance with all such applicable law, the County agrees to cooperate with the Company with respect to the permitting and development of the Landfill and the Facility contemplated in this Agreement, and the operation of the Facility following the Commencement Date. The County agrees to carry out in a timely manner, in accordance with existing County ordinances and State law requirements as applicable, all County administrative or other functions necessary for Company to obtain and maintain the Permits and associated approvals for permitting and development of the Landfill and Facility. The County further agrees to comply with all public notice and meeting requirements required by law for official actions and decisions taken by the County with respect to this Agreement or the Facility.

(b) Zoning and Land Use. The County confirms and represents that no zoning and/or other land use law or restriction exists under the current ordinances or orders of the County which would restrict or prohibit the permitting, development, and operation of the Facility, as proposed in landfill permit application No.2383 and transfer station registration application No. ____ [to be inserted when provided by TCEQ] on file with TCEQ. The County may exercise all regulatory and land use authority granted to it in connection with any other proposed land use on the Facility Site.

(c) Solid Waste Plan. If subsequent to the Effective Date of this Agreement the County prepares or adopts any solid waste plan or similar plan with respect to solid waste

management in the County, pursuant to state law or regulation or otherwise, the Company may propose for the County's consideration specific modifications to any such solid waste plan as the Company deems necessary or appropriate relating to the Facility.

(d) Council of Governments Process. The County agrees to cooperate with the Company in connection with any required process and proceedings before the applicable Council of Government (COG) relating to the Facility.

(e) No County Funds. Except for the payment of the Tipping Fees for acceptance for processing and disposal of County Waste at the Facility under the terms of Section 6, and the normal and customary operating expenses, legal expenses and incidental expenses incurred by the County in connection with this Agreement and other incidental expenses to carry out the functions of the County contemplated herein and the obligations accepted herein by the County, the County shall not be required to provide any manner of financing, or pledge or expenditure of County funds, for or in connection with the permitting, development, construction, or operation of the Facility.

(f) The County, subject to applicable legal requirements, agrees to cooperate with the Company as reasonably requested in connection with proposed development within the land comprising the Facility Site of a mixed use commercial and industrial park.

(g) Local Taxes. For purposes of State and County ad valorem property taxation, the County agrees that the Facility Site and all improvements thereon will be assessed at their fair market value in the same manner as comparable commercial and industrial properties located in the County. To the extent allowed by law, all vehicles and equipment owned by the Company and based at the Facility will be registered and taxed in the usual manner in Caldwell County.

4. **PERMITTING AND OPERATION OF THE LANDFILL AND FACILITY.**

(a) Permits. The Company agrees that the Landfill and Transfer Station shall be permitted/registered in accordance with all applicable State of Texas laws and regulations governing the permitting, development, construction, operation, closure, and post-closure care of such solid waste handling facilities, and with other applicable Environmental Laws. The Company also agrees that the Landfill will be consistent with the engineering design and operation standards contained in the “Subtitle D” municipal solid waste landfill regulations of the U. S. Environmental Protection Agency, 40 C.F.R. Part 258, as adopted in the Act and Solid Waste Rules. Upon reasonable request by the County, the Company shall inform the County of the current status of all permit applications, and shall provide the County with copies of public documents following submittal to TCEQ in connection with the Company’s application(s) for the Permits. The County acknowledges that a complete copy of the Company’s applications for the solid waste handling permit/registration for the Landfill and Transfer Station as submitted to TCEQ has been placed in the Dr. Eugene Clark Public Library in Lockhart, Texas prior to the Effective Date of this Agreement. The Company agrees that it will never seek a permit for an industrial hazardous waste facility on the Facility Site. The Company further agrees that it shall not seek to change or amend any provision of the permits/registration for the Landfill or Transfer Station affecting any requirement under this Agreement without first obtaining a resolution approving such change or amendment from the Caldwell County Commissioners Court.

(b) Time. The Company shall exercise reasonable and diligent efforts to apply for and obtain the Permits authorizing construction and operation of the Facility. The Company and the County acknowledge and agree that the periods of time necessary for the Company to obtain the Permits in final form, and to complete the construction of the Facility for

commencement of operation, are uncertain and are not within the control of the Company and, therefore, this Agreement is not intended to establish or require any specific date or deadline for commencement of operation of the Landfill or other component of the Facility.

(c) Acceptable Waste. The Company will accept for handling, processing, and disposal at the Facility only Acceptable Solid Wastes allowed by the Permits. The Solid Waste accepted for handling, processing, and disposal at the Facility may include but is not limited to Municipal Solid Waste, non-hazardous Industrial Waste, C & D Waste, and Green Waste. The Company agrees that it will not accept for handling, processing, or disposal in the Facility any amount of Excluded Waste, industrial hazardous waste, untreated medical waste, sewage, dead animals, slaughterhouse waste, sludge, grease or grit trap waste, liquid waste from municipal sources other than such waste that the Company may accept for solidification/stabilization and disposal in the Landfill, municipal hazardous waste from conditionally exempt small quantity generators, out-of-state waste, coal ash, sewage sludge, regulated Medical Waste, or regulated Hazardous Waste (“Municipal hazardous waste”) as those terms are defined in Title 30, Chapter 33, Section 330.3 of the Texas Administrative Code in effect on the date of this Agreement. .

(d) Landfill Footprint. The Company agrees that the Footprint shall be limited to a total area over the life of the Landfill of two hundred fifty (250) acres.

(e) Landfill Elevation. The Company agrees that the final maximum elevation of the Landfill shall not exceed 175 feet above the existing ground elevation at that location.

(f) Buffer Zone. The Company agrees to maintain a minimum separation distance of 250 feet between the Footprint and the Facility Site boundary on all sides of the Facility.

(g) Sources of Wastes. The Company agrees it will accept Solid Waste for handling, processing, and disposal at the Facility only from sources (generators, haulers, or TCEQ-authorized transfer stations) within the State of Texas.

(h) Host Fees. The Company during the term of this Agreement shall pay the County Host Fees and the City Host Fees based on the tonnage of Acceptable Solid Waste disposed of at the Landfill, as more specifically provided in Section 5 hereof.

(i) Hours of Operation. After the Commencement Date, the operation of the Facility shall be conducted on weekdays and Saturdays only. The Facility will not accept waste any time on Sunday, without the prior approval of Caldwell County. The Company will conduct other necessary activities at the Facility at times determined by the Company. Except for Facility construction activities and work required due to an emergency situation, no activity shall be conducted at the Facility outside of the regular hours of operation or on Sunday. "Emergency situation" as used herein shall refer to any directive or approval from TCEQ or other regulatory agency, or any condition that creates an imminent threat to the operation of the Facility or to the environment as determined by the Company. The Company will make reasonable efforts under the circumstances to provide prior notice to Caldwell County, when such activities will be conducted at the Facility on Sunday or outside of the normal hours of operation, provided that notice of activities to respond to an emergency situation shall be given as soon as reasonably possible under the circumstances.

(j) Operating Rules. In addition to requirements of the Permits, the Act, and the Solid Waste Rules, the Company shall have the right to implement such additional measures, rules and procedures as it deems necessary or appropriate for the safe and efficient operation of the Facility in accordance with the Permits. A copy of such rules and procedures shall be provided to the County on a timely basis.

(k) Facility Tipping Fees and Charges. Subject to the terms of Section 6 with respect to the payment of Tipping Fees for County Waste, and subject to the payment of Host Fees as provided in Section 5 hereof, the Company shall have the sole right to establish, charge, collect and retain any and all fees and charges at the Facility, including but not limited to any and all Tipping Fees for the handling, processing, and/or disposal of all Solid Waste received at the Facility.

(l) Recordkeeping; County Audits and Inspections. The Company will maintain records concerning operation of the Facility, receipt, processing, and disposal of Solid Waste, and any other records required to be maintained by the Act and/or the Solid Waste Rules. The Company agrees to maintain sufficient records to demonstrate compliance with all Permits for construction and operation of the Facility, and compliance with the terms of this Agreement related to the operation of the Facility and payment of the Host Fees including the volume and tonnage of Solid Waste received at the Landfill. Upon receipt of a written request from the County, the Company will allow the County's designated representative to review or audit the following records, within seven (7) business days from the Company's receipt of such written request: (i) records of the volumes and sources of waste received at the Landfill; (ii) financial records relating to the calculation and payment of the Host Fees; and (iii) records relating to inspections and regulatory compliance of the Facility with the Permits. Such records shall be

subject to review or audit by the County's authorized representative, at the Facility, during regular business hours. The County agrees that its requests to review records as provided in this subsection shall not occur more frequently than once per calendar month and that its requests to audit records as provided in this subsection shall not occur more frequently than once per calendar quarter. The Company acknowledges that the County must comply with the Texas Public Information Act, and cannot agree to withhold information from public disclosure, unless the information is confidential under state law. As such, if the County's request includes information that the Company determines is confidential, the Company shall notify the County in writing what information it believes is confidential and provide the legal basis for confidentiality. The County agrees that it will seek to withhold information that is confidential under state law, from public request, as provided by the Texas Public Information Act. The Company shall provide to the County no later than ten (10) business days following receipt by the Company a copy of any administrative or consent enforcement order, if any, received by the Company from TCEQ concerning the Facility.

(m) Facility Inspections. The County shall be permitted to designate one or more County officials or employees who shall, from and after the Commencement Date, be provided access to the Facility for the purpose of observing operations at the Facility and conducting general inspections of the Facility related to compliance with the terms of this Agreement. The County agrees that the Company or the Operator shall be entitled to provide one or more employees to accompany such person(s) designated by the County during any such inspection. Such designated County representative shall be required to abide by all facility safety rules and requirements.

(n) Local Hiring, Contractors, Vendors and HUB businesses. The Company agrees to use reasonable efforts to hire employees, utilize contractors and subcontractors, and to purchase materials, supplies and equipment from vendors in Caldwell County in connection with the construction and operation of the Facility. The County acknowledges that certain aspects of the construction and operation of the Facility require specialized equipment and expertise and other services that may not be available locally in Caldwell County or the surrounding area. When purchasing materials, supplies, or equipment necessary for day-to-day operation of the Facility, the Company will give preference to Caldwell County merchants and vendors, provided that the materials, supplies, or equipment are offered for sale in that area at a competitive price and meet the Company's procurement requirements. In addition, the Company agrees to use its best efforts to grant a preference in hiring to Caldwell County residents, provided they meet the Company's pre-hire job qualifications. The Company shall maintain a list of qualified, historically under-utilized businesses and shall utilize its best efforts to notify and provide opportunities to contract with said businesses.

(o) Property Value Protection Program. The Company will implement a Property Value Protection Program in the vicinity of the Facility Site, in accordance with the terms set forth in Exhibit "B" to this Agreement.

(p) Facility Entrance. The Company agrees that ingress and egress to and from the Facility for commercial operation shall be provided by an entrance/exit road with appropriate signage and signalization, in accordance with all necessary approvals required from the Texas Department of Transportation or other governmental agency having jurisdiction. The Company agrees that the location, width, and other specifications for the entrance road shall be determined by the Company, and shall be sufficient to prevent traffic congestion at the entrance

on US Highway 183 by ensuring adequate capacity for all vehicles which enter the landfill property, subject to required permits and regulatory approvals.

(q) Traffic. The Company agrees to require that waste haulers contracting with the Company shall, within the County, be permitted to transport loaded Solid Waste transfer trailers to the Facility only upon state or federal roads and highways.

(r) Landscape Plan. The Company agrees prior to the Commencement Date to provide landscaping of the Landfill in the vicinity of Hommanville Trail that will include soil berms and plants..

(s) Litter Control. From and after the Commencement Date, the Company will provide a Litter Control Program for collection of litter on a daily basis on the public right-of-way on US Highway 183 for a distance of two miles in both directions from the entrance road to the Facility, on the public right-of-way of FM1185 from its intersection with US Highway 183 to its intersection with Homannville Trail, and on the public right-of-way of Homannville Trail adjacent to the boundary of the Facility Site.

(t) Facility Website. The Company agrees that promptly following the Commencement Date the Company at its expense shall create and maintain a public website available to the County and its citizens, which shall contain at minimum the following information: (i) the amount in tons of Solid Waste disposed in the Landfill as reported to the TCEQ or other applicable state agencies; (ii) the amount of Host Fees paid for the preceding calendar quarter following issuance of payment; (iii) applicable rules and procedures for the receipt of Solid Waste at the Facility from County citizens, and a schedule of fees for delivery of waste materials to the Facility by the public; rules for use of the citizens convenience center described in Section 7(b); rules for operation of the Property Value Protection Program; copies

of final inspection reports for the Facility by the TCEQ following receipt of the report by the Company; a copy of any final administrative order or consent order if any, as may be issued by any governmental entity regarding the operation of the Facility. The Company shall cooperate with the County to create an electronic link from the County website to the Facility website described in this subsection.

5. PAYMENT OF HOST FEES.

(a) Following the Commencement Date and during the Term of this Agreement (unless earlier terminated), a Host Fee shall be paid by the Company to the County in the amount of One Dollar (\$1.00) per ton for all Acceptable Solid Wastes disposed of at the Landfill from any source, subject to the exceptions and limitations to the Host Fee payments provided below in this subsection (e) of this Section 5 (the "County Host Fee"). The Host Fees payable pursuant to the provisions in this Section 5 are in lieu of any other fees, surcharges, or other monetary amounts payable to the County or to municipalities within the County with respect to the delivery, processing, or disposal of Solid Waste at the Facility during the Term of this Agreement, except as provided herein with respect to adjustment of Host Fee, and except for payment of state and county ad valorem property taxes, and any other state or county taxes, if any, as may be imposed by general law without regard to the nature of the Facility as a solid waste handling and disposal facility. Payment of the County Host Fees, and the City Host Fees described in subsection (c) below, shall be in addition to the per ton fee payable by regulation to the state of Texas and available to local governments by grant as provided in such regulations.

(b) Payment of Host Fees. The payment of the County Host Fees shall be made by the Company before the last day of the month following the end of each calendar quarter, with respect to all Solid Waste received at the Landfill during the preceding calendar

quarter for which the Host Fees are payable pursuant to the provisions of this Section 5. With the payment of the Host Fees the County shall be provided a reconciliation showing the total number of tons of Solid Waste received at the Landfill from any source during the preceding calendar quarter for which the Host Fees are payable, subject to the exceptions and limitations provided below in this subsection (e) of Section 5 (the “County Host Fee”).

(c) City Host Fees. In addition to the County Host Fee, the Company after the Commencement Date shall pay a Host Fee of Twenty Five Cents (\$0.25) per ton for all Acceptable Solid Wastes disposed of at the Landfill from any source, subject to the exceptions and limitations to the Host Fee payments provided in subsection (e) below, to and for the benefit of municipalities in Caldwell County (the “City Host Fee”). Except for the provisions in this subsection regarding the City Host Fees, no municipality located with the County shall have any contractual rights under this Agreement, unless such municipality enters into a municipality waste contract with the Company as provided in Section 6(b) of this Agreement.

(d) Host Fee Adjustment. On the anniversary of the Commencement Date, and every year thereafter, the amount of the County Host Fee and the City Host Fee shall be adjusted and increased based upon any increase in the Consumer Price Index since the date of the last adjustment of the Host Fee amount, utilizing the Consumer Price Index – Southern Region City Average, All Urban Consumers – All Items (1992-1994 equal 100), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month prior to each such annual anniversary of the Commencement Date. Such increase in the Host Fees by the CPI adjustment shall be capped on an annual basis at an amount no more than two percent (2%) above the previous amount of the Host Fee. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be

unreasonably withheld. There will be no decrease in the County Host Fee or the City Host Fee by reason of any decrease in the Consumer Price Index.

(e) Exceptions to Host Fee Payments. No County Host Fees or City Host Fees shall be payable by the Company for or in respect to any of the following:

(i) No Host Fees shall be payable in respect to Solid Waste collected through a County or municipality litter abatement program and accepted for disposal in the Landfill at no charge pursuant to the provisions of Section 7(d), any household Solid Waste, white goods, or bulky waste delivered to the Citizens Convenience Center by an individual citizen free of charge pursuant to provisions Section 7(b), or for any Solid Waste accepted at no charge on County cleanup days as allowed by Section 7(e), or any Recovered Materials;

(ii) No Host Fees shall be payable in respect to Solid Waste delivered to the Facility for disposal in the Landfill for which the Company receives a Tipping Fee in an amount less than ten dollars (\$10) per ton.

(f) Host Fee Payment Dispute Resolution. In the event of any unresolved dispute between the parties regarding any matter under this Section 5 involving payment of Host Fees, the parties agree to resolve such dispute in accordance with the following procedures:

(i) The parties shall first attempt to resolve by mutual agreement any such dispute between the parties pertaining to the method or amount of payment of the Host Fees, including but not limited to the accuracy of tonnage, by good faith negotiation between authorized representatives of the parties;

(ii) In the event such a dispute cannot be settled amicably through negotiation, then either party may submit such dispute to a formal mediation process, to be

participated in by authorized representatives of both parties, to occur with thirty (30) days of a final good faith determination by either party that the dispute cannot be resolved through the mutual negotiations described in (i) above;

(iii) In the event such dispute cannot be settled through formal mediation, the parties agree to jurisdiction and to participate in a proceeding before a state or federal tribunal wherein the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled and that the state or federal tribunal deems reasonable and necessary.

(iv) The continued performance of this Agreement by both parties shall not directly or indirectly be prevented, hindered, or interrupted by reason of a dispute between the parties with respect to the calculation or payment of the Host Fees or the initiation of any dispute resolution process as described herein.

6. **WASTE SERVICES TO COUNTY.** During the Term of this Agreement following the Commencement Date (unless earlier terminated), the Company will provide the following Solid Waste handling and disposal services to and for the benefit of the County and its citizens:

(a) County Waste Disposal Capacity Assurance. The Company guarantees that it will accept and have sufficient capacity and capability for disposal at the Landfill for the Term of this Agreement following the Commencement Date (unless earlier terminated) of all Acceptable Solid Waste generated by residences in the County, or any participating municipality located within the County, whether collected by the County or those municipalities directly or collected for a fee by a private contractor having a waste collection contract with or residential

waste collection franchise from the County or a municipality to provide residential waste collection services within its geographic boundaries. The Company further guarantees that it will have sufficient capacity and capability for disposal at the Landfill of Commercial Waste and Industrial Waste (as defined herein) generated within the County, or within a participating municipality located within the County, provided such wastes are Acceptable Solid Waste as defined in this Agreement. The Tipping Fees for processing and disposal in the Landfill of County Waste shall be determined as provided in this Section 6.

(b) Municipality Waste Contracts. The Company agrees that it will enter into appropriate agreements with those municipalities within the County desiring to utilize the Facility or the Landfill for their Solid Waste processing and disposal needs (a “participating municipality”).

(c) County Tipping Fees. The Company will accept eligible County Waste described in this subsection for processing or disposal in the Facility and the Landfill for a Tipping Fee of _____ (\$_____) per ton, subject to annual adjustment of the Tipping Fee as provided below (the “County Tipping Fee”). The County Tipping Fee shall apply to all Solid Waste generated at a residence within the County and delivered to the Facility by a resident of such residence, or generated at any buildings or facilities owned or operated by the County and delivered to the Facility by the County (except for Solid Waste delivered to the Facility for handling and disposal without charge as provided in the provisions of Section 7). Tipping Fees for Commercial Waste and Industrial Waste received for processing or disposal at the Facility shall be as provided in subsection (d) of this Section 6. The County shall be invoiced by the Company on a monthly basis at the amount of the County Tipping Fee for the amount of County Waste delivered to the Facility by the County. All invoice amounts shall be payable to

the Company within thirty (30) days of the invoice date. If the Company ever charges to a third party (an entity or individual not affiliated with the Company) a disposal-only tipping fee below \$____ per ton for a waste load generated outside of Caldwell County, the Company shall immediately lower the County Tipping Fee for the same type of waste and terms (including volume discounts, etc.) to an amount less than such lower rate. Further, on the anniversary of the Commencement Date, and every year thereafter, the amount of the County Tipping Fee shall be adjusted and increased based upon any increase during the preceding one year period in the Consumer Price Index – Southern Region City Average, All Urban Consumers – All Items (1992-94 equal 100), as published by the United States Department of Labor, Bureau of Labor Statistics for the month prior the applicable adjustment date. The increase in the County Tipping Fee by this CPI-Adjustment shall be capped on an annual basis at an amount no more than two percent (2%) above the previous applicable County Tipping Fee amount. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be unreasonably withheld. In addition to the CPI adjustment described above, the County agrees that the County Tipping Fee may be adjusted by the Company from time to time during the Term of this Agreement by the amount of any fee, assessment, surcharge, or tax imposed on the Facility, or on the Solid Waste processing and disposal services provided to the County by the Facility under the terms of this Agreement, by or pursuant to any federal or state law or regulation which takes effect after the Effective Date of this Agreement.

(d) Commercial and Industrial Waste Tipping Fees. The Tipping Fees at the Facility for handling and disposal of Commercial Waste generated by businesses in the County and Industrial Waste generated by manufacturing and industrial businesses within the County, or located within any participating municipality in the County, shall be determined in the

Company's reasonable discretion based upon prevailing rates for handling and disposal of similar waste materials in the State of Texas.

(e) Tipping Fees for any County Waste received at the Facility for processing or disposal that requires special handling shall be determined by the Company in its sole discretion, except that such Tipping Fee may not exceed the rate charged or that would be charged to a third party at that time for processing or disposal of the same type of waste.

7. **ADDITIONAL BENEFITS AND SERVICES TO COUNTY.**

(a) Community Pavilion. The Company will construct at its expense a pavilion to be used for community events and meetings on the Facility Site at a location selected by Company to take advantage of the views of the lake on the property and other natural areas.

(b) Citizens Convenience Center. The Company will establish and maintain after the Commencement Date a Citizens Convenience Center at a suitable, accessible location on the Facility. Between the hours of 8:00 a.m. and noon each Saturday, the Citizens Convenience Center shall be open to individual citizens of the County and participating municipalities located within the County for delivery of household Solid Waste from individual residences, including but not limited to white goods and bulky wastes, at no charge to County citizens, other than any fee required to be paid to the State of Texas or a state agency. The amount of such household Solid Waste accepted at the Citizens Convenience Center at no charge shall be limited to pickup truck loads or other vehicle loads not exceeding two (2) cubic yards in volume.

(c) Recycling. The Citizens Convenience Center shall also be available to citizens of the County and participating municipalities between the hours of 8:00 a.m. and noon each Saturday for drop off of recyclables. Recyclables accepted at the Citizens Convenience

Center shall include aluminum and bi-metal cans, newsprint, recyclable cardboard materials, and white goods. Recyclables shall be accepted at the Citizens Convenience Center at no charge to the Citizens of the County and participating municipalities. The Company from time to time will evaluate other recyclables markets and, in its sole discretion, may add other materials to this list of accepted recyclables, if recycling of such materials is determined by the Company to be economically viable.

(d) County Litter Abatement Program. From and after the Commencement Date, Solid Waste generated or collected through any litter abatement program sponsored by the County or by a participating municipality shall be accepted for disposal at the Facility at no cost, other than any fee required to be paid to the State of Texas or a state agency. This waste disposal service to the County will also be provided to any participating municipality. The provisions of this subsection shall not apply to Solid Waste for which any cost or fee has been or will be received by any commercial contractor(s) or other person(s) for the collection, transportation, or disposal of that Solid Waste collected through such County or municipality sponsored litter abatement program.

(e) County Clean-up Days. From and after the Commencement Date the Company will sponsor County-wide clean-up days six times each year, to be designated by the Caldwell County Commissioners Court. During regular operating hours on these Saturdays, the Company shall accept for handling and disposal at the Facility, at no charge to the County or its citizens or to any participating municipality or its citizens, other than any fee required to be paid to the State of Texas or a state agency, any acceptable Solid Waste collected from public property within the County or a participating municipality requiring clean-up (provided that the Facility will not accept any Excluded Waste). Alternatively, such waste may be deposited in

specially designated collection dumpsters located in the County on said Saturdays, and then delivered to the Facility at no charge through the following Wednesday. The acceptance of Solid Waste at no charge on these annual clean-up days will not include Solid Waste for which monetary payment or fee has been or will be received by any commercial contractor(s) or other person(s) for collecting, transporting, or disposing of such waste. In addition, the Company will assist the County with organizing “amnesty” days for citizens of the County to deliver to the Facility for disposal for proper handling, at no cost to those citizens, household hazardous materials, and unused agricultural chemical residues, which require special handling and are not authorized to be disposed in a municipal solid waste landfill, such as electronics, computers, paint, household chemicals, residential pesticides, and medications.

(f) Public Education. The Company agrees that, following the Commencement Date, it will provide access to the Facility and appropriate literature for field trips by classes of students from the public school system and other schools located in the County who are studying environmental sciences or similar studies. The Company also agrees to provide access for field trips by local civic groups or similar groups and organizations, as reasonably requested by the County. All such field trips shall be scheduled at appropriate times by the Company and shall be coordinated with the Company by appropriate authorized officials of the school, group, or organization requesting a field trip to the Facility.

(g) Citizens Advisory Committee. The Company agrees that the County shall be authorized, after the Effective Date, to form a Citizens Advisory Committee, consisting of five (5) persons who are Caldwell County residents. The County shall appoint the members of the Citizens Committee. The term of each appointment shall be alternating two (2) year terms. The purpose of the Citizens Committee shall be to communicate with representatives of the

Company concerning the Facility and its operation as representatives of the citizens of Caldwell County, including communicating with the Company with respect to concerns or grievances of Caldwell County residents.

(h) Development of 130 Environmental Park. After the Permits are issued and become final and non-appealable, the Company shall exercise its best efforts to develop 130 Environmental Park (as defined herein) within the boundaries of the real property described in Exhibit A. As used herein the term “best efforts” shall mean diligent efforts and commitment of business resources, including but not limited to monetary and personnel resources, that a reasonable person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved within a reasonable period of time under the circumstances, provided that this term shall not require the violation of any laws or regulations or efforts that would create financial hardship to the Company or that are financially unfeasible, or that require the Company to ensure results that are beyond the company’s reasonable control.

(i) Scholarships. From and after the Commencement Date, the Company will fund a general scholarship in the amount Two Thousand and No/100 Dollars (\$2,000.00) annually for each public high school with an attendance zone located within the County.

(j) Upon the Commencement Date and each anniversary date thereafter for a period of four(4) years thereafter, the Company shall pay the sum of \$5,000 to the County to be utilized for county library support. Upon the fifth anniversary date of the Commencement Date and each anniversary date thereafter for a period of four (4) years thereafter, the Company shall pay the sum of \$10,000 to the County to be utilized for county library support.

8. TERM. The Term of this Agreement shall commence as of the Effective Date, and shall continue for a period of thirty (30) years after the Commencement Date and for so long

thereafter as Solid Waste is being accepted at the Facility, unless sooner terminated under the termination provisions in Section 13 of this Agreement. In the event any federal or state law operates to limit or modify the Term of this Agreement as provided in this Section 8, and subject to the right of either party to challenge the legality of such law, the parties agree that the Term of this Agreement shall extend for the longest period of time authorized by applicable law and the provisions of this Section.

9. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Representations, Warranties and Covenants of the County. The County represents, warrants, and agrees as follows:

(i) the County is validly existing as a political subdivision in good standing under the laws of the State of Texas, and the County through its Commissioner's Court has full power and authority to enter into this Agreement and to perform all obligations of the County hereunder;

(ii) the County has determined that it is in the public interest of the County and its citizens to enter into this Agreement, and the County Commissioners Court has duly authorized the execution and delivery of this Agreement and the County's performance of the obligations contained herein;

(iii) this Agreement constitutes a valid and legally binding obligation and agreement of the County enforceable in accordance with its terms.

(iv) the County will cooperate with the Company in defending any claim or suit seeking to invalidate this Agreement or any right of the Company or obligation of the County provided in this Agreement.

(b) Representations, Warranties and Covenants of the Company. The Company represents, warrants, and agrees as follows:

(i) it has been duly organized under the laws of the State of Georgia, is qualified to do business in the State of Texas, and will continue to be qualified throughout the Term of this Agreement so long as the Company is a party to this Agreement;

(ii) the Company has all requisite corporate powers and authority to enter into and fully perform its obligations in this Agreement;

(iii) the Company's execution and delivery of this Agreement and performance of its obligations contained herein have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement is enforceable against the Company in accordance with its terms; and

(iv) there is no action, suit, or legal proceeding pending or threatened against or affecting the Company wherein any decision would materially and adversely affect the transactions contemplated herein.

10. INSURANCE AND FINANCIAL RESPONSIBILITY.

(a) Liability Insurance. Beginning no later than the commencement of construction at the Facility pursuant to the Permits, and continuing so long as this Agreement remains in effect and such insurance coverage remains available, the Company will carry liability insurance insuring the Company against claims arising out of the Company's construction and operation of the Facility, as follows:

(i) public liability insurance in the sum of at least Two Million Dollars (\$2,000,000) insuring the Company against personal injury and property damage claims arising out of the Company's construction or operation of the Facility;

(ii) commercial general liability insurance coverage with combined single limits of no less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate;

(iii) commercial automobile liability insurance coverage with limits of no less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage; and

(iv) umbrella liability insurance coverage with limits of no less than Three Million Dollars (\$3,000,000). Such liability insurance coverages shall be carried with an insurance company or companies licensed to do business and in good standing in the State of Texas.

The Company shall cause the County to be named as an additional insured on all liability insurance policies required by these provisions. The Company shall furnish the County with certificates attesting to the existence of the foregoing liability insurance coverages.

(b) Financial Responsibility – Facility Operation. The Company will comply with all applicable requirements of the Act and the Solid Waste Rules with respect to financial responsibility for emergency actions, preventive or corrective actions, monitoring, and related actions regarding the Landfill and its operation.

(c) Financial Responsibility – Post-Operation. The Company will comply with all requirements of the Act and the Solid Waste Rules with respect to financial responsibility for closure and post-closure care of the Landfill. Upon final approval of a financial responsibility instrument for the Facility by TCEQ, the Company will provide to the County complete copies of all approved financial responsibility documentation and TCEQ approval.

11. **FORCE MAJEURE.** From and after the Commencement Date, in the event the Company or the County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then such obligation of the Company or the County may be suspended during the continuation of such inability so caused by the event of Force Majeure, but for no longer period. At any time the Company or the County intends to rely upon an event of Force Majeure to suspend its obligations under this Agreement as provided in this Section, the Company or the County shall notify the other party as soon as reasonably practicable describing in reasonable detail the circumstances of the event of Force Majeure, and shall provide prompt written notice to the other party when the event of Force Majeure has ceased.

12. **ASSIGNMENT.**

(a) **By Company.** The Company shall not assign this Agreement, any permits or rights to the Landfill or Transfer Station, or any portion of the Facility Site to any entity that is exempt from county property taxes. Provided that the Company is not in default hereunder, the Company shall have the right to assign this Agreement and all rights and obligations of the Company hereunder to any other person or entity, upon written notice to the County, provided that such assignment by the Company shall be subject to the following requirements: (i) prior to the effective date of such assignment or transfer, a proposed assignee or transferee of this Agreement shall be required to assume in writing the obligations and liabilities of the Company to the County under this Agreement; (ii) an assignment of this Agreement shall be subject to the County's right to require that the proposed assignee provide documentation reasonably demonstrating the financial ability of the proposed assignee to carry out the terms of this Agreement; and (iii) an assignment of this Agreement shall be subject to the County's right to

require that the proposed assignee (including a corporation, partnership, or association, an officer, director, manager, or shareholder of 5 percent or more of stock or financial interest in said corporation, partnership, or association) provide a certification of no prior “bad acts” as described herein. The term “bad acts” shall include anytime the proposed assignee (ii) has obtained or attempted to obtain a permit or registration by misrepresentation or concealment; (iii) has been convicted by final judgment, and all appeals have been exhausted, in any state or any federal court of any felony involving moral turpitude within the three years immediately preceding the proposed assignment; (iv) has been convicted of any violations of any environmental laws punishable as a felony in any state or federal court within the five years preceding the proposed assignment; or (v) has been adjudicated in contempt of any court order enforcing any federal environmental laws or any State’s laws within the five years preceding the proposed assignment. In the event of an assignment of this Agreement by the Company, the term “Company” as used herein will apply in all respects to such assignee. In the event of a sale of the majority ownership interest in the Company to, a merger of the Company with, or a lease or operating agreement for the Landfill or Facility with, another entity, the County may require that it be provided with: (a) documentation reasonably demonstrating the financial ability of such entity to carry out the terms of this Agreement; and (b) a certification of no prior “bad acts” as described above. The foregoing conditions to assignment of this Agreement by the Company shall not apply to assignment and transfer of this Agreement and the rights and obligations of the Company under this Agreement to any affiliate of the Company. As used herein “affiliate” means any company or other legal entity controlled by the Company or under common ownership or common control as the Company. The Company shall not assign any rights and/or obligations to a proposed assignee that: (1) has intentionally misrepresented or concealed any

material fact in the financial documents submitted to the County; or (2) cannot provide a certification of no prior “bad acts” as described above.

(b) By County. The County may assign this Agreement to a County-controlled solid waste management authority, resource recovery authority or similar governmental entity created for the purpose of solid waste management, if any, created or activated by the County after the Effective Date pursuant to applicable Texas law, provided that such an assignment by the County may not materially alter the obligations of the County in this Agreement.

(c) The Company in the performance of certain obligations in this Agreement may utilize the services of qualified independent contractors, professionals, and consultants, provided that the Company will remain responsible to the County for the performance of its obligations hereunder.

13. TERMINATION OF AGREEMENT.

(a) Termination by Company. The Company shall have the right to terminate this Agreement at any time upon occurrence of any of the following events:

(i) if, prior to fifteen (15) years after the Commencement Date, the County authorizes or enters into an agreement with any other person or entity with respect to the location or development in the County of any other Type I municipal solid waste facility;

(ii) if TCEQ fails or refuses to issue, grant, or renew any Permit, license, consent, authorization, or approval required by the Company for the construction, operation, or continuation of operation of the Landfill;

(iii) if TCEQ or other agency with jurisdiction permanently suspends, revokes or terminates any Permit or other license, consent, authorization or approval necessary for continuation of operation of the Landfill;

(iv) if a change occurs in any applicable law, regulation, rule, ordinance, or Permit condition, or in the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or Permit condition is imposed or takes effect, the impact of which prevents or materially impairs the ability of the Company to construct, operate, or continue to operate the Landfill, or to carry out the Company's performance obligations under this Agreement;

(v) if any order, judgment, action or determination of any federal, state or local court, agency, or governmental body is entered or imposed which prevents or materially impairs the ability of the Company to construct, operate, or continue to operate the Landfill, or to perform its obligations under this Agreement;

(vi) an event of Force Majeure occurs and continues unabated for a period of one hundred eighty (180) days which, in the Company's sole discretion, renders the permitting, construction, operation or continued operation of the Landfill impossible or unfeasible for financial or other reasons;

(vii) if the Company (1) determines in its reasonable discretion that the Landfill cannot feasibly or economically be permitted, constructed, or continue to be operated after the Commencement Date for reason(s) other than the grounds for termination specifically described above in this subsection (a), and (2) agrees and commits, in a covenant running with the land, not to accept solid waste at the Facility after the date of termination;

(viii) if a default of this Agreement is committed by the County that is not cured in accordance with the terms in Section 14 of this Agreement (subject to the Company's right to waive such default by the County);

(ix) if the County, acting through a majority of the County Commissioner's Court acting in an official capacity: requests that TCEQ or any other agency conduct a contested case hearing regarding any of the Permits; seeks party status in any contested case hearing to oppose any of the permits; otherwise opposes, assists others in opposing, objects to or otherwise seeks to prevent or delay efforts by the Company to obtain any of the Permits; or brings, aids, supports, or participates, except as a defendant, in any legal proceeding seeking to invalidate this Agreement, or to terminate any material right of the Company or material obligation of the County under this Agreement.

(b) Termination by County. The County shall have the right to terminate this Agreement in the event a default of this Agreement is committed by the Company that is not cured in accordance with the terms of Section 14 of this Agreement. The County agrees that in the event any such termination of this Agreement by the County occurs subsequent to the Company's receipt of the Permits, the County's remedies for such default shall be limited to a claim for damages, if any, caused by such default of the Company, and/or specific performance or injunctive relief to enforce the covenants running with the land provided for in this agreement. The Company will remain liable for payment of all Host Fees, if any, accrued and payable pursuant to Section 5 of this Agreement as of the date of delivery to either party of a notice of termination as provided in subsection (c) below.

(c) Termination Notice. Any termination of this Agreement shall be by written Notice of Termination delivered to the other party by hand or certified mail, setting forth

in detail the reason(s) for termination. Unless otherwise agreed by the parties, termination of the Agreement shall be effective thirty (30) days after the date of delivery of such written Notice of Termination, unless the Notice of Termination is contested by the other party by legal means, or if the parties mutually agree to delay such termination date.

(d) Project Continuation. The County acknowledges and agrees that an election by the County at any time to terminate this Agreement for any reason shall not prevent or preclude the right of the Company in accordance with applicable law and the Permits (if then issued), to Permit, develop, construct, operate, or continue to operate the Landfill and Facility contemplated by this Agreement. The Company agrees that such termination of this Agreement by the County shall not release Company from any obligation imposed upon the Company by the Permits, the Act, or the Solid Waste Rules, or by any other applicable Environmental Law, concerning the operation, closure, or post-closure maintenance of the Facility, or other legal or regulatory requirements applicable to the Facility.

14. DEFAULT AND REMEDIES.

(a) Default. An event of default shall mean a breach of this Agreement by the Company or by the County, which breach is not cured pursuant to the provisions of this Section. A "breach" shall mean a material breach of a party to comply with a material provision or obligation of this Agreement, which results in a material harm, damage, or injury to the other party. In the case of any breach of this Agreement by a party, that party upon receipt of notice or breach from the other party shall either:

(i) cure the breach within sixty (60) days of receipt of written notice from the non-breaching party, or

(ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach, and in such case the sixty-day period will be extended for so long as the breaching party is actively and continuously pursuing a cure of the breach. Notwithstanding the foregoing, in the event of a failure of any party to this Agreement to pay the other party any monetary amount required to be paid when due hereunder, the cure shall consist of payment to be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment originally was due.

(b) Remedies. In the event of a default under this Agreement, the non-defaulting party, upon five (5) days prior written notice to the defaulting party, shall have the right, but not the obligation or duty, to cure such default, and to offset the cost of curing the default against any sums due or which thereafter become due to the defaulting party. If an event of default occurs in the payment obligations of either party and is not cured in the manner provided in subsection (a) of this Section, Agreement shall continue in force and the non-defaulting party shall have the right to take whatever action it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement. Subject to the provisions of Section 11 with respect to an event of Force Majeure, if the Company during the Term of this Agreement after the Commencement Date is unable, for any reason not caused or contributed to by the County, to accept County Waste as provided in Section 6 for a continuous period three (3) business days, and if the County is therefore required to dispose of County Waste at some other solid waste disposal facility, then the Company agrees to reimburse the County for the amount by which the actual costs of disposal of the County Waste at such other

solid waste disposal facility exceeds the County Tipping Fee, but only if and for so long as the Facility is unable to accept County Waste for processing or disposal.

15. **INDEMNIFICATION**. Except to the extent caused by or resulting from (a) the negligence or willful misconduct of the County, or any of its commissioners, officers, or employees, or (b) caused by or resulting from a breach by the County of any obligation, covenant, representation, or warranty of the County contained in this Agreement, the Company agrees to defend, indemnify, and hold harmless the County, including its commissioners, officers, and employees (collectively the "County Indemnitees"), from and against any loss, claim, suit, cause of action, liability, penalty, fine, demand, or damages, as well as related costs and expenses (including costs of defense, any monetary settlement, and reasonable attorney's fees and expenses of litigation) ("Indemnified Costs"), caused by or directly resulting from the following: (i) any negligent or willful act or omission of the Company, its agents, employees, or contractors in connection with the Company's development, construction, or operation of the Facility; (ii) default by the Company of its obligations, covenants, representations, or warranties contained in this Agreement; or (iii) arising from the existence of this Agreement or actions by the County pursuant to its obligations under this Agreement with respect to the Landfill (an "Indemnified Claim"). The Company will reimburse the County Indemnitees for Indemnified Costs arising from an Indemnified Claim within forty-five (45) days of receipt from the County of invoices or other satisfactory documentation of such Indemnified Costs and the amount thereof. With respect to an Indemnified Claim, the County Indemnitees agree they will employ legal counsel, experts and other professionals only when reasonably necessary to defend any Indemnified Claim, and that such professionals shall be mutually agreed to by the parties. Nothing herein shall limit the ability and the obligation of the County Indemnitees to assert any

sovereign immunity, official immunity, or legislative immunity defense or any other defense under applicable law against any claim or suit described herein involving an Indemnified Claim.

16. **NOTICES.** All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States Mail, return receipt requested, properly addressed as follows:

To the Company: 130 Environmental Park, LLC
c/o Green Group Holdings, LLC
132 Riverstone Terrace, Suite 103
Canton, Georgia 30114
Attention: Ernest C. Kaufmann

With a copy to: Brent W. Ryan
McElroy, Sullivan, Miller, Weber & Olmstead L.L.P.
P. O. Box 12127
Austin, Texas 78711

To the County: Caldwell County Commissioners Court

Attention: County Judge

With a copy to: _____

A change of address by either party shall be communicated by notice given to the other in the same manner as specified above. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery if personally delivered in writing, or if such notice is sent by registered or certified United States mail as provided above, then upon the third regular business day following the date on which such notices were deposited with the United States Postal Service or upon actual delivery as shown by a return receipt, whichever first occurs.

17. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles.

18. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Provided that such invalidation of a provision of this Agreement does not materially alter the rights or obligations of a party under this Agreement, the parties further agree that, in lieu of any material term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual consent as part of this Agreement an alternative term or provision to such invalidated term or provision as shall be valid, legal and enforceable. (Notwithstanding anything to the contrary in this Section, either party shall continue to have in such event the right of termination of this Agreement in accordance with the terms of Section 13 hereof).

19. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns.

20. **CONSTRUCTION.** This Agreement is a result of joint negotiations and authorship by the parties and, therefore, no part of this Agreement shall be construed as the product of any one of the parties hereto.

21. **FURTHER ASSURANCE.** The parties each agree to cooperate in good faith to enter into such amendments or addenda to this Agreement as shall be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Company and the County and, unless otherwise specifically provided, cancels and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

23. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts each of which will be considered an original.

24. **AUTHORITY OF PARTIES.** The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of the respective party for the purpose of duly binding that party to this Agreement. The County represents and warrants that it has taken all official action in accordance with applicable law for the approval and authorization of the execution of this Agreement on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials as of the date(s) and year provided below.

COMPANY:

130 ENVIRONMENTAL PARK, LLC

By: _____

Typed or Printed Name: _____

Title: _____

Date of Execution: _____

Draft September 23, 2013

Attest: _____
Title: _____

BEFORE ME, the undersigned authority, on this _____ day of _____,
_____, personally appeared _____, on behalf of 130 Environmental
Park, LLC, known 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.

Notary Public

My commission expires on: _____

(seal)

Draft September 23, 2013

CALDWELL COUNTY, TEXAS

By: _____

Printed or Typed Name: _____

Title: County Judge, Caldwell County

Date of Execution: _____

Attest: _____

Title: _____

[COUNTY SEAL]

BEFORE ME, the undersigned authority, on this _____ day of _____, _____, personally appeared _____, on behalf of Caldwell County, Texas, known 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.

Notary Public

My commission expires on: _____

(seal)

Draft September 23, 2013

EXHIBIT "A"

DESCRIPTION OF THE FACILITY SITE

Legal Description

EXHIBIT “ B” TO HOST AGREEMENT

PROPERTY VALUE PROTECTION PROGRAM

1. Effective Date. This Property Value Protection Program (“this Program”) shall take effect when the Company (as defined in the Host Agreement) has received all final, non-appealable Permits (as defined in the Host Agreement) for the construction and commencement of operation of the 130 Environmental Park Type I solid waste disposal and recycling facility (“the Facility”) and as of that date the Facility commences commercial operation (the “Effective Date”).

2. Eligibility. The Program will be available to property owners who hold legal title to residential real property, as of the effective date of the Host Agreement between the Company and Caldwell County (the “Eligibility Date”), located within a one (1) mile radius of the boundaries of the approved waste disposal area (footprint) within the facility as identified in the Permits. As used herein, eligible residential real property means property consisting of a legal tract of no more than thirty (30) contiguous acres, as designated by the property owner, which, as of the Eligibility Date, contains a personal residence occupied or leased by the property owner. Eligibility to participate in the Program extends only to the lawful owner or owners of such eligible property on the Eligibility Date, and will not be transferable to a subsequent purchaser of the real property after the Eligibility Date. Eligibility to participate in this Program will not be transferrable to a subsequent purchaser after the Eligibility Date.

3. Participation in Program. On or after the Effective Date, the Company will provide written notice by certified mail to each eligible property owner of the rights and obligations provided by this Program, including the Owner’s right to participate in the Program,

the Effective Date of the Program, and the requirements for participation in the Program. A copy of this Exhibit "B" to the Host Agreement shall be provided to the property owner with such notice. The property owner may elect to participate in the Program by delivering notice to the Company in writing, no later than ninety (90) days after the date of receipt of such notice from the Company, that the property owner desires to participate in the Program. The property owner (hereinafter the "Participant"), at the same time of such notification to the Company of the Participant's election to participate in the Program, shall also provide the Company with a copy of the deed or other legal instrument demonstrating the Participant's legal ownership of the property, including a complete legal description and any existing survey plat of the Participant's eligible property. Any eligible property owner who fails to timely elect to participate in the Program in this manner will not be authorized to participate in this Program after expiration of the 90-day notice period provided in this Section. For any eligible property having more than one lawful owner as of the Eligibility Date, the owners shall be authorized to participate in this Program only if each owner elects to participate by notifying the Company in the manner and within the time period provided in this Section.

4. Sale of Property. If an eligible Participant during the Term of the Program as defined below desires to sell his or her eligible property, then the Participant must notify the Company in writing, and, no later than ninety (90) days after such notification, provide the Company with either: (a) a copy of the most recent certified appraised value of the eligible real property from the Caldwell County Appraisal District; or (b) a written appraisal of the Property, performed by a qualified appraiser having at least five (5) years of appraisal experience and having no current or former relationship with the Company or the Participant. The eligible property shall include improvements to the property existing as of the Effective Date. The

appraisal shall determine the fair market value of the eligible property as of the Eligibility Date without regard to any potential or theoretical impact to the market value of the property from the existence and operation of the Facility. If the Company disagrees with the appraised value of the property provided by Participant, then the Company may, within ninety (90) days, obtain a second, independent appraisal of the property, at the Company's expense. If the second appraisal results in an appraised value of the property which is less than the first appraisal by more than five percent (5%) of the first appraisal value, then the average of the two appraisals will constitute the fair market value of the property for purposes of this Program.

5. Property Value Protection. To be eligible for the property value protection provided under this Program, the Participant's eligible property (a) must be offered or listed for sale and actively marketed by the Participant or a real estate broker at a price no less than the appraised fair market value determined by the appraisal method described in Section 4 above, and (b) must be sold to a *bona fide* purchaser for value. "*Bona fide* purchaser for value" means a third party not related by blood, marriage, or business association to the Participant, and with whom the Participant has entered into a good faith, arms length agreement in writing for sale and purchase of the property for a *bona fide* price. Upon closing of the sale of the Property and lawful conveyance of title to the *bona fide* purchaser, the Participant shall furnish the Company complete and accurate copies of the sales contract and all closing documents pertaining to the sale, including the deed or other legal instrument transferring title to the *bona fide* purchaser. If the Participant sells his or her property in this manner, and if the actual sales price is less than the fair market value of the property as determined under Section 4 above, then the Company will reimburse the Participant for the difference between such actual sales price, as shown in the closing documents, and the fair market value as determined by the appraisal method described in

Section 4. Unless the Company has notified the Participant that the information provided by the Participant is incomplete, or the Company has notified the Participant of an objection to the Participant's request for reimbursement due to a failure to comply with the terms of this Program, then the Company shall reimburse the Participant the amount due under the terms of this Section 5 no later than thirty (30) days from the Company's receipt of the Participant's request for reimbursement with the required documentation. This Program shall apply only to the first sale of an eligible property following the Effective Date. If the Participant is unable to sell the eligible property within twelve (12) months of the original listing date, provided the property has been actively marketed for sale during the full 12-month period, Company shall pay the Participant the difference between the appraised value determined in accordance with the provisions of Section 4 and the highest *bona fide* offer price received by the Participant during the 12-month period or other period of the listing for sale. Alternatively, the Company in such case shall have the option of purchasing the eligible property for the amount of such highest *bona fide* offer received by the Participant.

6. Term of Program. This Program shall remain in effect for a period of ten (10) years from the Effective Date. No Participant shall have any rights under the Program after that termination date, unless the Company has received from the Participant prior to that termination date the written notification and documentation of a *bona fide* sale of the Participant's property as required the provisions of Section 5.

7. Release. Each Participant, by and through his or her election to participate in this Program, agrees that such participation in this Program will be in lieu of any right of Participant to make or assert any legal complaint, claim, or demand alleging that the value of the Participant's property has been damaged or diminished due to the presence or operation of the

Facility. In consideration for the benefits of participation in this Program, the Participant may be requested by the written notification from the Company of the Participant's eligibility to participate in the Program, to execute a written waiver and release of all rights to assert any such complaint, claim, or demand, against the Company, in consideration of the Participant's election to exercise the rights granted by this Program.

8. Wherever used herein, the term "Company" shall have the meaning given that term in the Host Agreement. As used herein the term "Participant", with respect to any property having more than one legal owner, shall be deemed to include all such owners, provided that each legal owner shall have elected to participate in the Program in accordance with the provisions in Section 3 hereof.

2015.08.24.18 Executive Session
pursuant to Sections 551.071 and
551.076 of the Texas Government Code:
consultation with counsel and
deliberation regarding the deployment or
implementation of security personnel or
devices, or a security audit, to include
deliberation regarding Caldwell County's
Threat and Hazard Identification and
Risk Assessment (THIRA). Possible
action may follow in open court.
Speaker: Judge Schawe. Backup 0.

2015.08.24.19 Discussion/Action to approve the 2015-2016 Caldwell County Proposed Budget as required by Section 111.008(a) of the Local Government Code. Pursuant to Section 111.008(b), the Commissioners Court may make any changes in the proposed budget that it considers warranted by the law and required by the interest of the taxpayers. **Cost: None. Speaker: Judge Schawe. Backup 0.**

NOTE: The vote to adopt the budget must be a roll call vote.

2015.08.24.20

Adjournment.