

FILED this 25th day of Sep. 2015
8:35 A. M.
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Rebecca Rejma Deputy

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 28st day of September, 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.

- 2015.09.28.01** **Invocation.** Lockhart Ministerial Alliance.
- 2015.09.28.02** **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).
- 2015.09.28.03** **Announcements.** Items or comments from Court Members or Staff.
- 2015.09.28.04** **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).
- 2015.09.28.05** **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.** To pay county invoices in the amount of \$215,851.30
- B.** To accept Martindale Volunteer Fire Departments submittal of the required

form 990-N e-filed and accepted by the IRS.

C. To accept Budget Amendment #2014-23 moving moneys from the County Clerk's budget to the Records Preservation budget as requested by the County Clerk. No additional cost to the County.

2015.09.28.06 **Special Presentation.** Caldwell Valley Development. Presented by Walton Development and Management.

(ALL OTHER AGENDA ITEMS)

2015.09.28.07 **Discussion/Action** regarding the burn ban for Caldwell County. **Cost: None. Speakers: Judge Schawe/Martin Ritchey. Backup: None.**

2015.09.28.08 **Discussion/Action** to publicly open and read bids submitted for construction of the following three county roads: Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) and to request Jones & Carter and TX DOT staff to review the bid packages and report back to the Commissioners Court. **Cost: None. Speakers: Judge Schawe/Michael Aulick. Backup: 1.**

2015.09.28.09 **Discussion/Action** to start a process to select roadway improvement projects funded by **\$896,518** in allocated Federal STP MM funds for approval by the CAMPO Board. **Cost: TBD. Speakers: Commissioner Munoz/Michael Aulick. Backup: 1.**

2015.09.28.10 **Discussion/Action** to designate a day of the week on which the Commissioners Court shall convene in a regular term each month during the fiscal year as required by section 81.005 (a) of the Local Government Code. **Cost: None. Speaker: Judge Schawe. Backup: 1.**

2015.09.28.11 **Discussion/Action** to consider procedures and nominations for the Caldwell County Appraisal District directors. **Cost: None. Speakers: Judge Schawe/Mary LaPoint. Backup: 1.**

2015.09.28.12 **Discussion/Action** to consider USFon Inc. / Time Warner Cable for the County's fiber system. **Cost: TBD. Speaker: Judge Schawe. Backup: 1.**

2015.09.28.13 **Discussion/Action** authorizing the County Judge to execute an Interlocal Agreement with the City of Austin regarding development in the City's extraterritorial jurisdiction (ETJ). **Cost: None. Speaker: Judge Schawe/Jordan Powel. Backup: 1.**

2015.09.28.14 **Discussion/Action** to set Auditors salary at \$70,000.00. **Speaker: Judge Schawe. Backup: 1.**

2015.09.28.15 **Host Agreement Workshop:** Relating to the proposed host agreement submitted by 130 Environmental Park, LLC. **Speaker: Commissioner Munoz.**

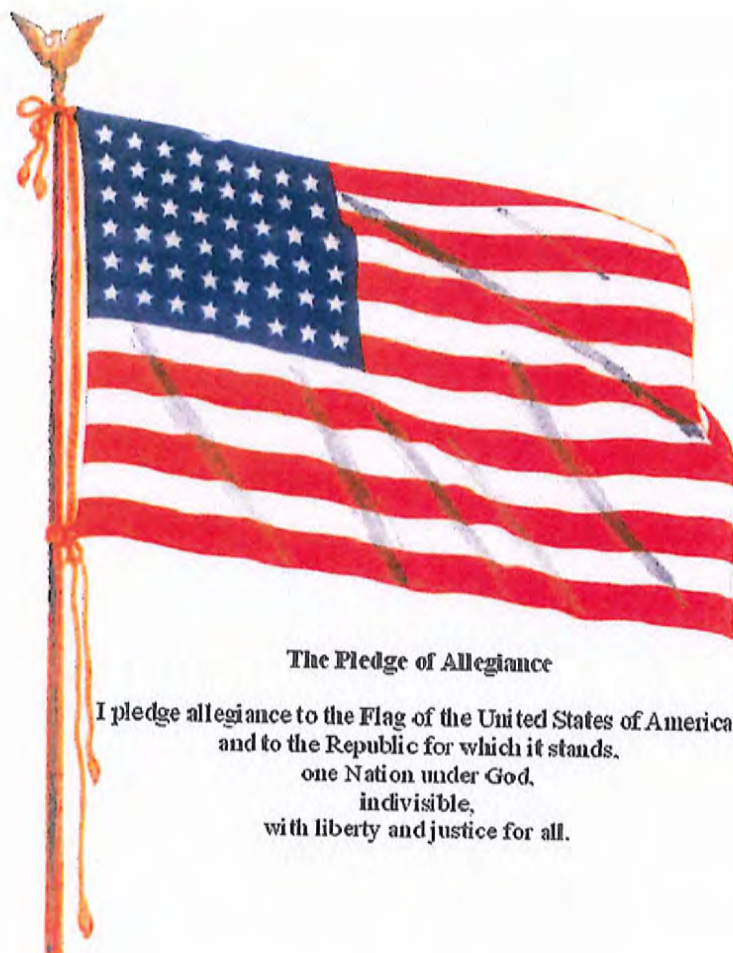
- 2015.09.28.16** **Discussion/Action** concerning proposed host agreement and litigation between Caldwell County and 130 Environmental Park, LLC. **[Executive Session is requested for professional legal advice concerning legal ramifications in the proposed host agreement pursuant to Texas Government Code, Title 5, Subchapter D, Section 551.071 (Consultation with Attorney)]. Speaker: Commissioner Munoz. Backup: 1.**
- 2015.09.28.17** **Consultation** with legal counsel concerning status of the contested case hearing regarding 130 Environmental Park, SOAH Docket No. 582-15-2082; TCEQ Docket No.2015-0069-MSW. Possible discussion and or action may follow in open court. **[Executive Session is requested pursuant to Texas Government Code, Title 5, Subchapter D, Section 551.071 (Consultation with Attorney)]. Speaker: Judge Schawe.**
- 2015.09.28.18** **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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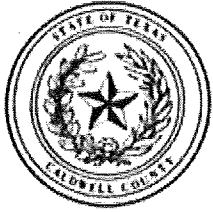
2015.09.28.05 Consent Agenda.

(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).

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C. To accept Budget Amendment #2014-23 moving moneys from the County Clerk's budget to the Records Preservation budget as requested by the County Clerk. No additional cost to the County.



Caldwell County, TX

Expense Approval Register

Packet: APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
PURCHASE POWER	9152015	09/24/2015	PBP ACCT # 32340705 METE	001-1370	2,500.00
					2,500.00
Department : 2120 - COUNTY TREASURER					
BUSINESS PRINTING PLUS	19650	08/27/2015	ORDER # 19650 OPERATING	001-2120-3110	538.33
					538.33
Department : 2140 - TAX ASSESSOR - COLLECTOR					
DEWITT POTH & SON	451394-0	09/17/2015	SPOTPAPER	001-2140-3110	33.00
CALDWELL COUNTY APPRAIS	9182015	09/18/2015	REIMBURSEMENT REQUEST	001-2140-4110	1,002.16
					1,035.16
Department : 2150 - COUNTY CLERK					
BUSINESS INK, CO.	203109	08/31/2015	JOB # 203671 CRIMINAL DO	001-2150-3110	395.50
TEXAS DEPT.OF STATE HEALT	31442	09/01/2015	ACCT # 17460016318 007 A	001-2150-3145	80.52
					476.02
Department : 3200 - DISTRICT ATTORNEY					
WEST GROUP PAYMENT CEN	32449042	09/01/2015	ACCT # 1004742988 8/01 - 3	001-3200-4315	180.00
SUMMER BENFORD	90315	09/10/2015	AUGUST 2015 MILEAGE	001-3200-4260	49.45
QUALITY STAMP EXPRESS	1772	09/03/2015	NOTARY SEAL	001-3200-3110	31.00
					260.45
Department : 3220 - DISTRICT CLERK					
YO RANCH RESORT HOTEL	1003307	09/11/2015	RESERVATION #1003307 TIN	001-3220-4810	214.70
					214.70
Department : 3230 - DISTRICT JUDGE					
SALVADOR GARCIA	44375	07/13/2015	CAUSE # 44375 M.L.	001-3230-4180	150.00
SALVADOR GARCIA	44874	07/13/2015	CAUSE # 44874 M.C.F.	001-3230-4180	250.00
TIFFANY BARTLETT	08-FL-338 3	08/31/2015	CAUSE # 08-FL-338 ROMER	001-3230-4160	350.00
TIFFANY BARTLETT	13-FL-145 5	08/31/2015	CAUSE # 13-FL-145 HAYES	001-3230-4160	371.00
LEXISNEXIS	1508426715	08/31/2015	ACCT # 1611MH 8/1 - 31/1	001-3230-4011	47.00
TIFFANY BARTLETT	15-FL-295	08/31/2015	CAUSE # 15-FL-295 MARTIN	001-3230-4160	427.00
BARBARA MOLINA	15-093	09/01/2015	CAUSE # 15-093 S.H-H	001-3230-4080	10.00
BARBARA MOLINA	15-093	09/01/2015	CAUSE # 15-093 S.H-H	001-3230-4160	600.00
TODD BLOMERTH	2200	09/01/2015	ME2U (BLUE)	001-3230-4011	262.00
DAVID M COLLINS	14-248	09/10/2015	CAUSE # 14-248 X.M.W.	001-3230-4080	8.00
DAVID M COLLINS	14-248	09/10/2015	CAUSE # 14-248 X.M.W.	001-3230-4160	650.00
DAN MCCORMACK	2521-15CC 1	09/11/2015	CAUSE # 2521-15CC B.T.	001-3230-4180	300.00
J.J. WELLS	2524-15CC	09/11/2015	CAUSE # 2524-15CC & 2461-	001-3230-4180	750.00
BARBARA MOLINA	2525-15-CC	09/11/2015	CAUSE # 2525-15-CC R.G.	001-3230-4180	500.00
DIANA BUSS	04-282	09/14/2015	CAUSE # 04-282 R.C.	001-3230-4080	17.00
DIANA BUSS	04-282	09/14/2015	CAUSE # 04-282 R.C.	001-3230-4160	383.00
DARREN LEE UMPHREY	13-125	09/14/2015	CAUSE # 13-125 C.P.	001-3230-4160	350.00
BARBARA MOLINA	14-234	09/14/2015	CAUSE # 14-234 M.P. III	001-3230-4080	8.00
BARBARA MOLINA	14-234	09/14/2015	CAUSE # 14-234 M.P. III	001-3230-4160	400.00
DIANA BUSS	15-015	09/14/2015	CAUSE # 15-015 P.Z. JR.	001-3230-4080	17.00
DIANA BUSS	15-015	09/14/2015	CAUSE # 15-015 P.Z. JR.	001-3230-4160	600.00
CLIFFORD W. MCCORMACK	15-088	09/14/2015	CAUSE # 15-088 & 12-163 J.	001-3230-4080	14.00
CLIFFORD W. MCCORMACK	15-088	09/14/2015	CAUSE # 15-088 & 12-163 J.	001-3230-4160	636.00
DIANA BUSS	2015-140	09/14/2015	CAUSE # 2015-140 P.Z. JR.	001-3230-4160	100.00
Zachary J. Morris	11-213	09/15/2015	CAUSE # 11-213 R.G.	001-3230-4160	350.00
THE CASEY LAW FIRM	15-090	09/15/2015	CAUSE # 15-090 & 12-071 K.	001-3230-4080	12.00
THE CASEY LAW FIRM	15-090	09/15/2015	CAUSE # 15-090 & 12-071 K.	001-3230-4160	1,100.00
BARNETT & LEUTY, PC	14-FL-056 3	09/16/2015	CAUSE # 14-FL-056 J.H. / J.J.	001-3230-4160	70.00
CLIFFORD W. MCCORMACK	14-FL-056 3	09/16/2015	CAUSE # 14-FL-056 J.H.	001-3230-4160	84.00

Expense Approval Register

Packet: APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JANA G. WILLIAMS	14-FL-229 2	09/16/2015	CAUSE # 14-FL-229 Z.L.G.	001-3230-4160	56.00
TIFFANY BARTLETT	14-FL-385 5	09/16/2015	CAUSE # 14-FL-385 FUNK	001-3230-4160	1,295.00
BARNETT & LEUTY, PC	15-FL-003 2	09/16/2015	CAUSE # 15-FL-003 K.S.	001-3230-4160	140.00
TAHLIA T. STEWART	15-FL-003 2	09/16/2015	CAUSE # 15-FL-003 K.S.	001-3230-4160	238.00
TAHLIA T. STEWART	15-FL-075 4	09/16/2015	CAUSE # 15-FL-075 E.R, JR /	001-3230-4160	168.00
JANA G. WILLIAMS	15-FL-098 5	09/16/2015	CAUSE # 15-FL-098 I.N.V.	001-3230-4160	168.00
BARNETT & LEUTY, PC	15-FL-098	09/16/2015	CAUSE # 15-FL-098 I.N.V.	001-3230-4160	122.50
BOVIK & MEREDITH P.C.	15-FL-113 1	09/16/2015	CAUSE # 15-FL-113 C.B. / A.	001-3230-4160	185.50
TAHLIA T. STEWART	15-FL-113 4	09/16/2015	CAUSE # 15-FL-113 C.B. & A.	001-3230-4160	406.00
LARRY O. RASCO	15-FL-114	09/16/2015	CAUSE # 15-FL-114 E. / A. /	001-3230-4160	889.00
KIMBERLY RENEE ISHAM	15-FL-145 1	09/16/2015	CAUSE # 15-FL-145 R.B. / D.	001-3230-4160	602.00
KIMBERLY RENEE ISHAM	15-FL-145	09/16/2015	CAUSE # 15-FL-145	001-3230-4160	805.00
MIGUEL CASTILLO	15-FL-158 2	09/16/2015	CAUSE # 15-FL-158 K.B.	001-3230-4160	721.00
CLIFFORD W. MCCORMACK	15-FL-293	09/16/2015	CAUSE # 15-FL-293 B.O. & E.	001-3230-4160	175.00
TIFFANY BARTLETT	15-FL-295 1	09/16/2015	CAUSE # 15-FL-295 MARTINE	001-3230-4160	350.00
LATOYA COLLEY	2015-FL-126 1	09/16/2015	CAUSE # 2015-FL-126 A.H.P.	001-3230-4160	259.00
POSTMASTER	92015	09/16/2015	BRM PERMIT #29 DIST COU	001-3230-3120	500.00
SALVADOR GARCIA	06-105	09/17/2015	CAUSE # 06-105 E.C.	001-3230-4160	350.00
RAPHAEL HERNANDEZ	07-284	09/17/2015	CAUSE # 07-284 / 07-071 R.	001-3230-4160	350.00
BOVIK & MEREDITH P.C.	14-FL-384 2	09/17/2015	CAUSE # 14-FL-384 L.B.	001-3230-4160	598.50
STEPHEN LEVAY	14-FL-384 2	09/17/2015	CAUSE # 14-FL-384 L.B.	001-3230-4160	581.00
TAMARA B. NEEDLES, ATTOR	15-101	09/17/2015	CAUSE # 15-101 / 14-120	001-3230-4080	10.00
TAMARA B. NEEDLES, ATTOR	15-101	09/17/2015	CAUSE # 15-101 / 14-120	001-3230-4160	650.00
ALEXANDER LEE CALHOUN	2014-027	09/17/2015	CAUSE # 2014-027 J.T.	001-3230-4080	473.31
ALEXANDER LEE CALHOUN	2014-027	09/17/2015	CAUSE # 2014-027 J.T.	001-3230-4160	6,286.00
TAMARA B. NEEDLES, ATTOR	2015-094	09/17/2015	CAUSE # 2015-094 / 2015-03	001-3230-4080	20.00
TAMARA B. NEEDLES, ATTOR	2015-094	09/17/2015	CAUSE # 2015-094 / 2015-03	001-3230-4160	650.00
CLIFFORD W. MCCORMACK	2466-14CC	09/17/2015	CAUSE # 2466-14CC E.E.	001-3230-4180	750.00
SUNNY LYNN PEACH	13-138	09/02/2015	CAUSE # 13-138 S.D.C.	001-3230-4160	350.00
Zachary J. Morris	14-291	09/02/2015	CAUSE # 14-291 A.J.L.	001-3230-4080	8.00
Zachary J. Morris	14-291	09/02/2015	CAUSE # 14-291 A.J.L.	001-3230-4160	1,000.00
BARNETT & LEUTY, PC	14-FL-056 2	09/02/2015	CAUSE # 14-FL-056 J.H. / J.J.	001-3230-4160	80.50
ADAM D. ROWINS	14-FL-311 3	09/02/2015	CAUSE # 14-FL-311 L.G.	001-3230-4160	133.00
ADAM D. ROWINS	14-FL-312 2	09/02/2015	CAUSE # 14-FL-312 M.C.L.	001-3230-4160	28.00
BARNETT & LEUTY, PC	14-FL-312	09/02/2015	CAUSE # 14-FL-312 M.C.L.	001-3230-4160	280.00
ADAM D. ROWINS	14-FL-385 3	09/02/2015	CAUSE # 14-FL-385 C.F.	001-3230-4160	826.00
ADAM D. ROWINS	15-FL-015 6	09/02/2015	CAUSE # 15-FL-015 R.P.B. / J	001-3230-4160	70.00
TAHLIA T. STEWART	15-FL-075 3	09/02/2015	CAUSE # 15-FL-075 E.R. JR/D	001-3230-4160	329.00
LATOYA COLLEY	15-FL-082 1	09/02/2015	CAUSE # 15-FL-082 H.P.	001-3230-4160	266.00
TAHLIA T. STEWART	15-FL-113 2	09/02/2015	CAUSE # 15-FL-113 C.B. & A.	001-3230-4160	259.00
TAHLIA T. STEWART	15-FL-113 3	09/02/2015	CAUSE # 15-FL-113 C.B. & A.	001-3230-4160	483.00
LATOYA COLLEY	15-FL-126 1	09/02/2015	CAUSE # 15-FL-126 A.H.P.	001-3230-4160	252.00
TAHLIA T. STEWART	15-FL-148 2	09/02/2015	CAUSE # 15-FL-148 A.M.	001-3230-4160	588.00
TAHLIA T. STEWART	15-FL-148 3	09/02/2015	CAUSE # 15-FL-148 A.M.	001-3230-4160	511.00
ADAM D. ROWINS	15-FL-269 1	09/02/2015	CAUSE # 15-FL-269 R.L.	001-3230-4160	189.00
TIFFANY BARTLETT	15-FL-269	09/02/2015	CAUSE # 15-FL-269 COX	001-3230-4160	539.00
TAHLIA T. STEWART	15-FL-299	09/02/2015	CAUSE # 15-FL-299 M.B. & B	001-3230-4160	462.00
LATOYA COLLEY	15-FL-318	09/02/2015	CAUSE # 15-FL-318 D.L.H.	001-3230-4160	280.00
LATOYA COLLEY	2015-FL-082	09/02/2015	CAUSE # 2015-FL-082 H.P.	001-3230-4160	399.00
LATOYA COLLEY	2015-FL-123	09/02/2015	CAUSE # 2015-FL-123 A.L.	001-3230-4160	665.00
LATOYA COLLEY	2015-FL-126	09/02/2015	CAUSE # 2015-FL-126 A.H.P.	001-3230-4160	280.00
BOVIK & MEREDITH P.C.	14-FL-484 3	09/21/2015	CAUSE # 14-FL-484 L.S.	001-3230-4160	277.00
JOHN DE LA VINA	003-235	09/03/2015	CAUSE # 03-235 V.E.	001-3230-4160	350.00
JOHN HINDERA	15-038	09/03/2015	CAUSE # 15-038 M.M.A.	001-3230-4080	10.00
JOHN HINDERA	15-038	09/03/2015	CAUSE # 15-038 M.M.A.	001-3230-4160	650.00
A. BURT CARNES, SENIOR JU	932015	09/03/2015	ASSISGNMENT AS JUDGE OF	001-3230-4020	79.90
MATTHEW C. NICHOLS	CR-14-047	09/03/2015	CAUSE # CR-14-047 D.R.	001-3230-4160	350.00
PHIL TURNER LAW PC	11-177	09/08/2015	CAUSE # 11-177 M.D.F.	001-3230-4160	350.00
CLIFFORD W. MCCORMACK	14-FL-249 2	09/08/2015	CAUSE # 14-FL-249 A.M.S.	001-3230-4160	196.00
CLIFFORD W. MCCORMACK	15-FL-076 1	09/08/2015	CAUSE # 15-FL-076 J.R.L. JR.	001-3230-4160	77.00

Expense Approval Register

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MIGUEL CASTILLO	15-FL-221 2	09/08/2015	CAUSE # 15-FL-221 V.G.	001-3230-4160	273.00
MIGUEL CASTILLO	15-FL-221 3	09/08/2015	CAUSE # 15-FL-221 V.G.	001-3230-4160	294.00
SHERI LINDER	15-070	09/09/2015	9/1/15 HALF DAY JUDGE BU	001-3230-4030	150.00
DEWITT POTH & SON	450620-0	09/09/2015	CUST # 12430 TONER, MFC7	001-3230-3110	125.18
Department 3230 - DISTRICT JUDGE Total:					38,074.39
Department : 3240 - COUNTY COURT LAW					
HOLLIS BURKLUND	42389	07/01/2015	CAUSE # 42389 F.N.G.	001-3240-4160	300.00
LARRY O. RASCO	43,508	07/13/2015	CAUSE # 43,508 G.R.	001-3240-4180	500.00
BARBARA MOLINA	44071	07/13/2015	CAUSE # 44071 J.W.P.	001-3240-4180	350.00
BARBARA MOLINA	44071	07/13/2015	CAUSE # 44071 J.W.P.	001-3240-4189	4.00
BARBARA MOLINA	44102	07/13/2015	CAUSE # 44102 E.C-O	001-3240-4080	2.00
BARBARA MOLINA	44102	07/13/2015	CAUSE # 44102 E.C-O	001-3240-4160	300.00
VICTOREA D. BROWN	43411	07/02/2015	CAUSE # 43411 C.J.	001-3240-4080	19.00
VICTOREA D. BROWN	43411	07/02/2015	CAUSE # 43411 C.J.	001-3240-4160	500.00
KYLE MAYSEL	44329	07/02/2015	CAUSE # 44329 & 44133 E.G	001-3240-4080	13.65
KYLE MAYSEL	44329	07/02/2015	CAUSE # 44329 & 44133 E.G	001-3240-4160	700.00
VICTOREA D. BROWN	31,324	07/27/2015	CAUSE # 31,324 S.G.	001-3240-4160	350.00
BARBARA MOLINA	44479	07/27/2015	CAUSE # 44479 & 43149 A.T.	001-3240-4080	9.20
BARBARA MOLINA	44479	07/27/2015	CAUSE # 44479 & 43149 A.T.	001-3240-4160	300.00
DAN MCCORMACK	42,052	09/11/2015	CAUSE # 42,052 G.C.	001-3240-4160	500.00
DAN MCCORMACK	42,649	09/11/2015	CAUSE # 42,649 C.B.	001-3240-4080	29.60
DAN MCCORMACK	42,649	09/11/2015	CAUSE # 42,649 C.B.	001-3240-4160	500.00
HOLLIS BURKLUND	43318	09/11/2015	CAUSE # 43318 A.A.H.	001-3240-4160	500.00
JOSHUA ALAN ERWIN	44124	09/11/2015	CAUSE # 44124 A.G.	001-3240-4160	250.00
JONES MCCLURE PUBLISHIN	100423920	09/05/2015	CUST ID: 63412 O'CONNOR'	001-3240-4810	105.00
Department 3240 - COUNTY COURT LAW Total:					5,232.45
Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3					
MATTHEW BENDER & CO.,IN	74341065	08/21/2015	ACCT # 5631057001 TX CIVI	001-3253-3110	127.58
U.S. POSTAL SERVICE	93015	09/18/2015	BOX # 145 12-MONTHS	001-3253-3120	54.00
Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:					181.58
Department : 4300 - COUNTY SHERIFF					
SPRINT	12223659 1-077	08/20/2015	ACCT # 122236591 7/17 - 8/	001-4300-4420	55.00
ON CALL MOBILE VETERINA	001780	08/21/2015	7 YO COGGINS CALDWELL C	001-4300-3130	53.00
ON CALL MOBILE VETERINA	001781	08/21/2015	DOGS CASE SERVICE CALL	001-4300-3130	100.00
LOCKHART POST REGISTER	00076723	08/25/2015	8/13 & 20/15 FOUND	001-4300-3130	18.36
LOCKHART POST REGISTER	00076746	08/25/2015	8/27 & 9/03/15 FOUND	001-4300-3130	17.00
OFFICE DEPOT	789349128001	08/25/2015	ACCT # 43682634 FOLDER, L	001-4300-3130	14.21
ON CALL MOBILE VETERINA	001837	08/26/2015	7 YO QH COGGINS CALDWEL	001-4300-3130	53.00
LIVENGOOD FEED STORE	LOINV000107808	08/29/2015	CUST # 1C250 ALL STOCK	001-4300-3130	116.56
QUILL CORPORATION	7344606	08/31/2015	ACCT # C3400806 QUILL BR	001-4300-3130	59.80
JOHNNY & SONS PAINT & BO	14001	09/01/2015	VIN#2FAHP71V79X148992	001-4300-4510	250.00
DONNA HOEHNE	102015	09/10/2015	2015 TAPEIT CONF. SAN MA	001-4300-4810	100.00
OFFICE DEPOT	791769063001	09/22/2015	ACCT # 43682634 ENVELOP	001-4300-3130	50.52
WATCHGUARD VIDEO	ACCINV0005433	09/03/2015	CUST ID: CALDWELL COU1	001-4300-3130	530.00
CHISHOLM TRAIL VETERINAR	106080	09/04/2015	CLIENT ID: 4988 TOSCA	001-4300-3130	59.49
OFFICE DEPOT	791756658001	09/04/2015	ACCT # 43682634 DUSTER,	001-4300-3130	86.03
OFFICE DEPOT	791756728001	09/04/2015	ACCT # 43682634 DVD	001-4300-3130	31.34
Department 4300 - COUNTY SHERIFF Total:					1,594.31
Department : 4310 - COUNTY JAIL					
SETON EDGAR B. DAVIS HOS	1218435	07/25/2015	MARTINEZ, ISREAL DOB: 01	001-4310-4110	50.65
BLUEBONNET TRAILS MHMR	82015	08/10/2015	CALD 8/10/15 DR. PRICE 4	001-4310-4110	400.00
OFFICE DEPOT	789349128001	08/25/2015	ACCT # 43682634 FOLDER, L	001-4310-3130	52.49
FLOWERS BAKING CO. OF SA	88382103	08/25/2015	CUST # 0040078309 MIC 20	001-4310-3100	315.36
GRAINGER	9829935221	08/28/2015	ACCT # 841505548 TARP, PO	001-4310-4510	25.70
SUPPLYWORKS	345976948	08/31/2015	ACCT # 360388 BRADLEY CT	001-4310-4510	407.52
QUILL CORPORATION	7344606	08/31/2015	ACCT # C3400806 QUILL BR	001-4310-3130	119.60
CONTRACT PHARMACY SERV	8-235-15	08/31/2015	DATE OF SERVICE 2015	001-4310-4122	1,868.76
SETON MEDICAL CENTER HA	2015069709	08/05/2015	SANDERS, KEITH D DOB: 5/1	001-4310-4110	277.23
SUPPLYWORKS	346088198	09/01/2015	ACCT # 360388 30 CS 34W F	001-4310-4510	65.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STERICYCLE, INC.	4005750988	09/01/2015	CUST # 2020116 COMPLIAN	001-4310-4110	658.02
PFG-TEMPLE	8142458	09/01/2015	CUST # 435577 DRY GROCE	001-4310-3100	1,232.03
FERRIS JOSEPH PRODUCE, IN	91993	09/01/2015	120 BANANAS EA	001-4310-3100	86.95
MARK'S PLUMBING PARTS	INV001447827	09/01/2015	CUST ID: 278898 FTG, CHICA	001-4310-4510	1,516.76
SUPPLYWORKS	346211154	09/02/2015	ACCT # 360388 30CS 34W	001-4310-4510	-57.50
SYSCO CENTRAL TEXAS, INC	509021761 2	09/02/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	1,342.88
JCO JANITORIAL SUPPLY	82540	09/02/2015	CUST ID: LKCNJL LEMON PO	001-4310-3130	854.91
SYSCO CENTRAL TEXAS, INC	509043049	09/22/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	1,830.04
FARMER BROTHERS. CO.	62566681 SO	09/03/2015	ACCT # 6302473 COF CAINS	001-4310-3100	266.40
FERRIS JOSEPH PRODUCE, IN	92009	09/03/2015	APPLES 150 CT RED DEL CAS	001-4310-3100	625.95
GRAINGER	9834796980	09/03/2015	ACCT # 841505548 PROGRA	001-4310-4510	160.77
JC SUPPLY PRODUCTS	1539	09/04/2015	VANDAL MARK REMOVER	001-4310-4510	335.78
CORRECTIONAL MOBILE ME	4044	09/04/2015	X-RAY EXAMS PERFORMED A	001-4310-4110	90.00
LOCKHART - TRUE VALUE	7639 /1	09/04/2015	CUST #	001-4310-4510	58.14
OFFICE DEPOT	791756658001	09/04/2015	ACCT # 43682634 DUSTER,	001-4310-3130	8.54
PFG-TEMPLE	8145852	09/04/2015	CUST # 435577 DRY GROCE	001-4310-3100	1,130.32
UNIFIRST CORPORATION	822 1768374	09/04/2015	CUST # 222727 SHERIFF'S	001-4310-3130	83.00
FERRIS JOSEPH PRODUCE, IN	92020	09/04/2015	120 BANANAS EA	001-4310-3100	83.45
FERRIS JOSEPH PRODUCE, IN	92047	09/06/2015	JONATHON 138 CT	001-4310-3100	195.10
PFG-TEMPLE	8149229	09/08/2015	CUST # 435577 DRY GROCE	001-4310-3100	1,363.35
FLOWERS BAKING CO. OF SA	88382482	09/08/2015	CUST #0040078309 MIC 20	001-4310-3100	315.36
SYSCO CENTRAL TEXAS, INC	509091679 1	09/09/2015	CUST # 043430 DAIRY / MEA	001-4310-3100	1,369.88
SYSCO CENTRAL TEXAS, INC	509091680	09/09/2015	CUST # 043430 CHEMICAL &	001-4310-3130	254.72
JCO JANITORIAL SUPPLY	82583	09/09/2015	CUST ID: LKCNJL REGULAR T	001-4310-3130	852.03
FERRIS JOSEPH PRODUCE, IN	92072	09/09/2015	JONATHON 138 CT	001-4310-3100	92.45
Department 4310 - COUNTY JAIL Total:					18,331.64

Department : 6510 - NON-DEPARTMENTAL

GALBRAITH'S CLOCKS	2015	07/01/2015	SERVICE CONTRACT FOR 20	001-6510-4110	1,750.00
SWAGIT PRODUCTIONS, LLC	6134	08/31/2015	ACCT # 2K130701CC AUGUS	001-6510-4110	750.00
RICOH USA, INC.	95442910	09/10/2015	ACCT # 505575-1010175A16	001-6510-4610	853.35
PITNEY BOWES GLOBAL FINA	1244012-SP15	09/13/2015	LEASE ACCT # 1244012	001-6510-4610	2,336.27
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
AT & T MOBILITY	875648878X09232015	09/16/2015	ACCT # 875648878 FOUNDA	001-6510-4425	37.99
NICK DORNAK	92015	09/18/2015	SEPTEMBER 2015	001-6510-4870	500.00
SOUTHERN COMPUTER WAR	IN-000285514	09/02/2015	CUST # CC7307 MICROSOFT	001-6510-4860	355.45
AT&T	512 184-1011 980 0	09/05/2015	9/5-10/4/15 ACCT # 512 A1	001-6510-4425	2,387.39
Department 6510 - NON-DEPARTMENTAL Total:					9,312.36

Department : 6520 - BUILDING MAINTENANCE

PROGRESSIVE WASTE SOLUT	1501184936	08/15/2015	CUST ID: 014041390 UNIT	001-6520-4610	367.45
SMITH SUPPLY CO.- LOCKHA	663196	08/19/2015	PRAMITOL 25E QUART	001-6520-4510	42.90
SMITH SUPPLY CO.- LOCKHA	664522	08/31/2015	KILZ STAIN BLOCKER 13OZ SP	001-6520-3550	5.50
WILSON RIGGIN	86876	08/31/2015	1-GAL @ RED	001-6520-4510	66.75
SMITH SUPPLY CO.- LOCKHA	665672	09/10/2015	MIRACLE GRO ROSE 1 1/2 LB	001-6520-5120	13.90
WILSON RIGGIN	87069	09/10/2015	DOOR PULLS	001-6520-3580	21.58
SMITH SUPPLY CO.- LOCKHA	665857	09/11/2015	MIRACLE GRO ROSE 1 1/2 LB	001-6520-5120	6.95
SMITH SUPPLY CO.- LOCKHA	665880	09/11/2015	BUCKET 5 GAL W/O LID	001-6520-4510	14.95
UNIFIRST CORPORATION	822 1770490	09/11/2015	CUST # 222727 RTE # F6110	001-6520-5120	179.00
UNIFIRST CORPORATION	822 1770791	09/14/2015	CUST # 222727 PRCT # 2	001-6520-3510	34.70
GONZALES BUILDING CENTE	00679763	09/15/2015	CUST # CALD001 PROVON S	001-6520-3130	344.11
GONZALES BUILDING CENTE	00679959	09/15/2015	CUST # CALD001 PROVON S	001-6520-3130	-18.15
GONZALES BUILDING CENTE	00679963	09/15/2015	CUST # CALD001 PROVON S	001-6520-3130	15.87
LOCKHART - TRUE VALUE	7774 /1	09/15/2015	CUST # 11239 6.25 SQ FT DR	001-6520-3530	97.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #86	086245441	09/16/2015	ACCT # 09158 CONTRACT # 0	001-6520-3140	93.06
SMITH SUPPLY CO.- LOCKHA	666447	09/16/2015	ROUND UP READY-TO-USE 1	001-6520-4510	20.95
SMITH SUPPLY CO.- LOCKHA	666533	09/17/2015	REMEDY MESQUITE SPRAY 1	001-6520-4510	95.90
LOCKHART - TRUE VALUE	7827 /1	09/17/2015	CUST # 11239 PLUMP SOLD	001-6520-4510	73.04
WILSON RIGGIN	87138	09/17/2015	HOSE REPAIR COUPLING	001-6520-4510	2.09
LOCKHART - TRUE VALUE	7839 /1	09/18/2015	CUST # 11239 1" COP CAP	001-6520-4510	11.16
UNIFIRST CORPORATION	822 1772533	09/18/2015	CUST # 222727 RTE # F6110	001-6520-5120	179.00
CINTAS CORPORATION #86	086238905	09/02/2015	CUST # 09158 CONTRACT # 0	001-6520-3140	93.06
SMITH SUPPLY CO.- LOCKHA	664768	09/02/2015	ROUND UP READY-TO-USE 1-	001-6520-4510	41.90
SMITH SUPPLY CO.- LOCKHA	664825	09/02/2015	ROUND UP READY-TO-USE 1-	001-6520-4510	21.95
LOCKHART - TRUE VALUE	7595 /1	09/02/2015	CUST # 11239 12" PRO WIN	001-6520-3550	44.98
LOCKHART - TRUE VALUE	7602 /1	09/02/2015	CUST # 11239 MM QUICK D	001-6520-5120	13.78
UNIFIRST CORPORATION	822 1772840	09/21/2015	CUST # 222727 PRCT # 2	001-6520-3510	34.70
SMITH SUPPLY CO.- LOCKHA	664952	09/03/2015	GILMOUR HOSE END MENDE	001-6520-5120	13.45
GONZALES BUILDING CENTE	00679421	09/04/2015	CUST # CALD001 TOWEL M	001-6520-3130	204.65
GONZALES BUILDING CENTE	00679422	09/04/2015	CUST # CALD001 PLUNGER -	001-6520-3130	39.27
SMITH SUPPLY CO.- LOCKHA	665039	09/04/2015	ROUND UP READY-TO-USE 1-	001-6520-4510	20.95
LOCKHART - TRUE VALUE	7644 /1	09/04/2015	CUST # 11239 3604 MINI CL	001-6520-4510	18.17
JOHN DEERE FINANCIAL	10357251	09/08/2015	CUST # 99 SZ 8 LINED KNEE	001-6520-4510	37.99
JOHN DEERE FINANCIAL	10357255	09/08/2015	CUST # 99 3/4" X 10' SCH40	001-6520-3510	8.59
JOHN DEERE FINANCIAL	10357265	09/08/2015	CUST # 99 1 CU FLOWER &	001-6520-3510	4.27
LOCKHART - TRUE VALUE	7681 /1	09/08/2015	CUST # 11239 4 PK CRICK/SP	001-6520-3580	10.98
CINTAS CORPORATION #86	086242159	09/09/2015	CUST # 09158 CONTRACT # 0	001-6520-3140	93.06
SMITH SUPPLY CO.- LOCKHA	665538	09/09/2015	PRAMITOL 25E QUART	001-6520-3550	26.90
Department 6520 - BUILDING MAINTENANCE Total:					2,396.78
Department : 6560 - COMMISSIONERS COURT					
DEWITT POTH & SON	451081-0	09/14/2015	CUST # 12430 SPOT PAPER	001-6560-3110	69.50
Department 6560 - COMMISSIONERS COURT Total:					69.50
Department : 6580 - HUMAN RESOURCES					
DEBORAH KORTAN	80515	08/05/2015	TRAINING REWARDS - ITEM	001-6580-4810	199.00
DEWITT POTH & SON	451081-0	09/14/2015	CUST # 12430 SPOT PAPER	001-6580-3110	139.00
Department 6580 - HUMAN RESOURCES Total:					338.00
Department : 6600 - ENG. & SUBDIVISION					
AULICK AND ASSOCIATES	17	09/08/2015	AUGUST 17-31, 2015	001-6600-4110	3,375.00
Department 6600 - ENG. & SUBDIVISION Total:					3,375.00
Department : 6610 - IT-TECHNOLOGY					
CORBIN SEBESTYEN	9112015	09/11/2015	EXPENSE REPORT FOR APRIL	001-6610-4260	582.88
Department 6610 - IT-TECHNOLOGY Total:					582.88
Department : 6640 - CODE INVESTIGATOR					
CENTRAL TEXAS REFUSE, INC	1136522	08/31/2015	ACCT # 1119389 DUMP / RE	001-6640-4610	511.60
RELIABLE TIRE DISPOSAL	1423	09/14/2015	51 PASSENGER/LIGHT TRUCK	001-6640-3151	102.25
EAGLE DISPOSAL	97080	09/15/2015	ACCT # 3996 MARTINDALE C	001-6640-3162	475.00
NORTHERN SAFETY & INDUS	901593176 / 100901499	09/02/2015	CUST ID: 200027252	001-6640-3140	90.17
Department 6640 - CODE INVESTIGATOR Total:					1,179.02
Department : 6650 - EMERG MGNT / HOMELAND SEC					
LOCKHART - TRUE VALUE	7783 /1	09/15/2015	CUST # 12239 ME 25' 14/3	001-6650-4800	26.99
TETRA TECH, INC.	50956776	09/03/2015	PROJECT # 103RS3929	001-6650-4710	5,639.68
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					5,666.67
Department : 7620 - COUNTY WELFARE					
MCCURDY FUNERAL HOME	5082015	06/12/2015	DOS: 5/08/15 MARIA ANGEL	001-7620-4320	850.00
MCCURDY FUNERAL HOME	6122015	06/12/2015	DOS: 6/11/15 JESSE TRUJILL	001-7620-4320	425.00
GERARD RICKHOFF	2015MH2605	07/31/2015	CAUSE #2015MH2605 ELIZA	001-7620-4312	491.00
GERARD RICKHOFF	2015MH2673	07/31/2015	CAUSE # 2015MH2673 CHRI	001-7620-4312	416.00
Department 7620 - COUNTY WELFARE Total:					2,182.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department : 8700 - COUNTY AGENT					
DEWITT POTH & SON	450602-0	09/09/2015	CUST # 12430 BOOK, RECEIP	001-8700-3110	41.15
Department 8700 - COUNTY AGENT Total:					41.15
Fund 001 - GENERAL FUND Total:					93,582.39
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
SETON LKT FAMILY HEALTH	277491	06/15/2015	PATIENT: BENITO SANCHEZ	002-1101-3130	103.05
GOVDEALS	1151-082015	08/31/2015	INVENTORY ID: 78 2006 GE	002-1101-3130	1,687.50
PETROLEUM TRADERS CORP	931754	09/10/2015	ACCT # 990644/1 ULTRA LO	002-1101-3163	5,149.60
SMITH SUPPLY CO.-LULING	32354	09/11/2015	CHAINS AW CHAIN SHARP-	002-1101-3130	4.00
SMITH SUPPLY CO.-LULING	32449	09/15/2015	CHAINS WA CHAIN SHARP-	002-1101-3130	17.50
INDUSTIAL ASPHALT, LLC	58408	09/15/2015	CUST # 1145 JOB # 1.C1931	002-1101-4630	17,369.30
LOCKHART - TRUE VALUE	7804 /1	09/16/2015	CUST # 11239 2.6 OZ ULTRA	002-1101-3130	97.66
JOHNSON OIL CO.	0793233	09/17/2015	CUST # 0546171 RYL DSL SU	002-1101-3170	2,648.66
LOCKHART - TRUE VALUE	7838 /1	09/18/2015	CUST # 11239 32 OZ ADJ SP	002-1101-3130	40.95
THE LULING NEWSBOY & SIG	9032015	09/03/2015	LEGAL BIDS 8/25 & 8/27 & 9	002-1101-3130	131.61
INDUSTIAL ASPHALT, LLC	58144	09/09/2015	CUST # 1145 UNIT ROAD SY	002-1101-4630	18,779.80
Department 1101 - ADMINISTRATION Total:					46,029.63
Department : 1102 - VEHICLE MAINTENANCE					
A-1 STARTER AND ALTERNAT	47983	09/01/2015	12 VOLT 70 AMP MAGNETO	002-1102-4510	134.00
GLOSSERMAN AUTOMOTIVE	062465	09/14/2015	ACCT # 1010 NAPA TRANS FI	002-1102-3136	8.43
GLOSSERMAN AUTOMOTIVE	062498	09/15/2015	ACCT # 1010 NAPA QUART 5	002-1102-3136	95.76
GLOSSERMAN AUTOMOTIVE	062501	09/15/2015	ACCT # 1010 NAPAGOLD AIR	002-1102-3136	51.53
GLOSSERMAN AUTOMOTIVE	062549	09/16/2015	ACCT # 1010 BEACON LIGHT	002-1102-3136	238.00
GLOSSERMAN AUTOMOTIVE	062556	09/16/2015	ACCT # 1010 WIPER BLADE	002-1102-3136	35.94
JR'S AUTO GLASS	8753	09/16/2015	08' MERCURY GRAND	002-1102-4510	250.00
LONGHORN INTERNATIONAL	949718	09/16/2015	ACCT # 8110 FILTER	002-1102-3136	342.98
GLOSSERMAN AUTOMOTIVE	062325	09/09/2015	ACCT # 1010 NAPA TRANS FI	002-1102-3136	10.86
SALT FLAT FEED & NAPA	108481	09/09/2015	ACCT # 27269 ADAPTERS	002-1102-3136	15.77
Department 1102 - VEHICLE MAINTENANCE Total:					1,183.27
Department : 1103 - FLEET MAINTENANCE					
LULING CHEVROLET	20718	09/08/2015	CUST # 506 VALVE	002-1103-3135	38.16
Department 1103 - FLEET MAINTENANCE Total:					38.16
Fund 002 - UNIT ROAD FUND Total:					47,251.06
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
LEXISNEXIS	1508440018	08/31/2015	ACCT # 164D57 8/1 - 31/1	005-1000-5910	373.00
Department 1000 - DEPARTMENTS - Header Total:					373.00
Fund 005 - LAW LIBRARY FUND Total:					373.00
Fund: 010 - GRANT FUND					
Department : 1000 - DEPARTMENTS - Header					
BOBBY HERZOG	112014	09/09/2015	18 HOGS	010-1000-4310	40.00
Department 1000 - DEPARTMENTS - Header Total:					40.00
Department : 6600 - ENG. & SUBDIVISION					
BRAUNTEX MATERIALS, INC.	74085	08/31/2015	ACCT # 1600 CR 128 - SALT	010-6600-5112	10,650.60
INDUSTIAL ASPHALT, LLC	57696	09/01/2015	CUST # 1145 M/F: CERTZ GR	010-6600-5132	42,512.60
BRAUNTEX MATERIALS, INC.	74524	09/14/2015	ACCT # 1600 CR197 - YOUN	010-6600-5122	4,016.10
BRAUNTEX MATERIALS, INC.	74525	09/14/2015	ACCT # 1600 CR158 - TAYLO	010-6600-5132	1,633.95
BRAUNTEX MATERIALS, INC.	74250	09/08/2015	ACCT # 1600 CR197 - YOUN	010-6600-5122	7,466.40
INDUSTIAL ASPHALT, LLC	58143	09/09/2015	CUST # 1145 CR158 - TAYLO	010-6600-5132	8,325.20
Department 6600 - ENG. & SUBDIVISION Total:					74,604.85
Fund 010 - GRANT FUND Total:					74,644.85
Grand Total:					215,851.30

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	93,582.39
002 - UNIT ROAD FUND	47,251.06
005 - LAW LIBRARY FUND	373.00
010 - GRANT FUND	74,644.85
Grand Total:	215,851.30

Account Summary

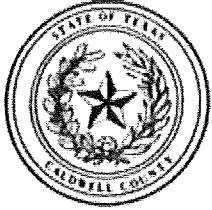
Account Number	Account Name	Expense Amount
001-1370	POSTAGE INVENTORY	2,500.00
001-2120-3110	OFFICE SUPPLIES	538.33
001-2140-3110	OFFICE SUPPLIES	33.00
001-2140-4110	PROFESSIONAL SERVICE	1,002.16
001-2150-3110	OFFICE SUPPLIES	395.50
001-2150-3145	Remote Site Trans Fees	80.52
001-3200-3110	OFFICE SUPPLIES	31.00
001-3200-4260	TRANSPORTATION	49.45
001-3200-4315	PUBLICATIONS	180.00
001-3220-4810	TRAINING	214.70
001-3230-3110	OFFICE SUPPLIES	125.18
001-3230-3120	POSTAGE	500.00
001-3230-4011	ADMINISTRATIVE EXPEN	309.00
001-3230-4020	VISITING JUDGES	79.90
001-3230-4030	VISITING COURT REPOR	150.00
001-3230-4080	ADULT - ATTY LITIGATIO	607.31
001-3230-4160	ADULT - INDIGENT ATTO	33,603.00
001-3230-4180	JUVENILE - INDIGENT AT	2,700.00
001-3240-4080	ADULT - ATTY LITIGATIO	73.45
001-3240-4160	ADULT - INDIGENT ATTO	4,200.00
001-3240-4180	JUVENILE - INDIGENT AT	850.00
001-3240-4189	JUVENILE - ATTY LITIGAT	4.00
001-3240-4810	TRAINING	105.00
001-3253-3110	OFFICE SUPPLIES	127.58
001-3253-3120	POSTAGE	54.00
001-4300-3130	OPERATING SUPPLIES	1,189.31
001-4300-4420	TELEPHONE	55.00
001-4300-4510	REPAIRS & MAINTENAN	250.00
001-4300-4810	TRAINING	100.00
001-4310-3100	FOOD SUPPLIES	10,249.52
001-4310-3130	OPERATING SUPPLIES	2,225.29
001-4310-4110	PROFESSIONAL SERVICE	1,475.90
001-4310-4122	INMATE MEDICATION	1,868.76
001-4310-4510	REPAIRS & MAINTENAN	2,512.17
001-6510-4110	PROFESSIONAL SERVICE	2,500.00
001-6510-4425	FAX & INTERNET	2,767.29
001-6510-4610	RENTALS	3,189.62
001-6510-4860	CONTINGENCY	355.45
001-6510-4870	HOG - OUT PROGRAM	500.00
001-6520-3130	OPERATING SUPPLIES	585.75
001-6520-3140	UNIFORMS	279.18
001-6520-3510	LULING ANNEX	82.26
001-6520-3530	MARKET ST. ANNEX-LOC	97.42
001-6520-3550	JUDICIAL CENTER-LOCK	77.38
001-6520-3580	JUVENILE DETENTION CT	32.56
001-6520-4510	REPAIRS & MAINTENAN	468.70
001-6520-4610	RENTALS	367.45
001-6520-5120	CALDWELL CO. COURTH	406.08
001-6560-3110	OFFICE SUPPLIES	69.50

Account Summary

Account Number	Account Name	Expense Amount
001-6580-3110	OFFICE SUPPLIES	139.00
001-6580-4810	TRAINING	199.00
001-6600-4110	Professional Services	3,375.00
001-6610-4260	TRANSPORTATION	582.88
001-6640-3140	UNIFORMS	90.17
001-6640-3151	DISPOSAL FEES	102.25
001-6640-3162	COMMUNITY COLLECTI	475.00
001-6640-4610	RENTALS	511.60
001-6650-4710	FEMA-2015	5,639.68
001-6650-4800	EMERGENCY OPERATIO	26.99
001-7620-4312	SANITY HEARINGS	907.00
001-7620-4320	INDIGENT FUNERAL	1,275.00
001-8700-3110	OFFICE SUPPLIES	41.15
002-1101-3130	OPERATING SUPPLIES	2,082.27
002-1101-3163	FUEL	5,149.60
002-1101-3170	LUBRICANTS	2,648.66
002-1101-4630	SEAL COATING	36,149.10
002-1102-3136	SUPPLIES & SMALL TOO	799.27
002-1102-4510	REPAIRS & MAINTENAN	384.00
002-1103-3135	OPERATING SUPPLIES	38.16
005-1000-5910	OTHER CAPITAL OUTLAY	373.00
010-1000-4310	ADVERTISING AND LEGA	40.00
010-6600-5112	MATERIALS-CR 128 SALT	10,650.60
010-6600-5122	MATERIAL-CR 197 YOUN	11,482.50
010-6600-5132	MATERIALS-CR 158 TAYL	52,471.75
	Grand Total:	215,851.30

Project Account Summary

Project Account Key	Expense Amount
None	215,851.30
Grand Total:	215,851.30



Caldwell County, TX

Payment Register

APPKT00908 - 9/28/15 A/P CHECK RUN

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number ABUCAR	Vendor Name A. BURT CARNES, SENIOR JUDGE					Total Vendor Amount 79.90
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	79.90			
Payable Number 932015	Description ASSIGNMENT AS JUDGE OF THE 421 ST JUDICIAL COURT	Payable Date 09/03/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 79.90	

Vendor Number A-1STA	Vendor Name A-1 STARTER AND ALTERNATOR					Total Vendor Amount 134.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	134.00			
Payable Number 47983	Description 12 VOLT 70 AMP MAGNETON ALTERNOR REBUILD	Payable Date 09/01/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 134.00	

Vendor Number ADAROW	Vendor Name ADAM D. ROWINS					Total Vendor Amount 1,246.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	1,246.00			
Payable Number 14-FL-311 3	Description CAUSE # 14-FL-311 L.G.	Payable Date 09/02/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 133.00	
14-FL-312 2	CAUSE # 14-FL-312 M.C.L.	09/02/2015	09/28/2015	0.00	28.00	
14-FL-385 3	CAUSE # 14-FL-385 C.F.	09/02/2015	09/28/2015	0.00	826.00	
15-FL-015 6	CAUSE # 15-FL-015 R.P.B. / J.M.D.D.	09/02/2015	09/28/2015	0.00	70.00	
15-FL-269 1	CAUSE # 15-FL-269 R.L.	09/02/2015	09/28/2015	0.00	189.00	

Vendor Number ALECAL	Vendor Name ALEXANDER LEE CALHOUN					Total Vendor Amount 6,759.31
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	6,759.31			
Payable Number 2014-027	Description CAUSE # 2014-027 J.T.	Payable Date 09/17/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 6,759.31	

Vendor Number CININT	Vendor Name AT & T MOBILITY					Total Vendor Amount 379.90
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	379.90			
Payable Number 875648878X09232015	Description ACCT # 875648878 FOUNDATION ACCT #FAN 03086047	Payable Date 09/16/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 379.90	

Vendor Number AT&T921	Vendor Name AT&T					Total Vendor Amount 2,387.39
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	2,387.39			
Payable Number 512 184-1011 980 0	Description 9/5-10/4/15 ACCT # 512 A13-0189 725 3	Payable Date 09/05/2015	Due Date 09/05/2015	Discount Amount 0.00	Payable Amount 2,387.39	

Vendor Number AULASS	Vendor Name AULICK AND ASSOCIATES					Total Vendor Amount 3,375.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		09/24/2015	3,375.00			
Payable Number 17	Description AUGUST 17-31, 2015	Payable Date 09/08/2015	Due Date 09/28/2015	Discount Amount 0.00	Payable Amount 3,375.00	

Payment Register

APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>BARMOL</u>	BARBARA MOLINA					2,483.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	2,483.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-234</u>	CAUSE # 14-234 M.P. III	09/14/2015	09/28/2015	0.00	408.00	
<u>15-093</u>	CAUSE # 15-093 S.H-H	09/01/2015	09/28/2015	0.00	610.00	
<u>2525-15-CC</u>	CAUSE # 2525-15-CC R.G.	09/11/2015	09/28/2015	0.00	500.00	
<u>44071</u>	CAUSE # 44071 J.W.P.	07/13/2015	09/28/2015	0.00	354.00	
<u>44102</u>	CAUSE # 44102 E.C-O	07/13/2015	09/28/2015	0.00	302.00	
<u>44479</u>	CAUSE # 44479 & 43149 A.T.	07/27/2015	09/28/2015	0.00	309.20	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MAECAR</u>	BARNETT & LEUTY, PC					693.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	693.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-FL-056 2</u>	CAUSE # 14-FL-056 J.H. / J.J. / J.P. / N.P.	09/02/2015	09/28/2015	0.00	80.50	
<u>14-FL-056 3</u>	CAUSE # 14-FL-056 J.H. / J.J. / J.P. / N.P.	09/16/2015	09/28/2015	0.00	70.00	
<u>14-FL-312</u>	CAUSE # 14-FL-312 M.C.L.	09/02/2015	09/28/2015	0.00	280.00	
<u>15-FL-003 2</u>	CAUSE # 15-FL-003 K.S.	09/16/2015	09/28/2015	0.00	140.00	
<u>15-FL-098</u>	CAUSE # 15-FL-098 I.N.V.	09/16/2015	09/28/2015	0.00	122.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>82015</u>	CALD 8/10/15 DR. PRICE 4 HOURS	08/10/2015	09/28/2015	0.00	400.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>HERBOB</u>	BOBBY HERZOG					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	40.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112014</u>	18 HOGS	09/09/2015	09/28/2015	0.00	40.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					1,061.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	1,061.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-FL-384 2</u>	CAUSE # 14-FL-384 L.B.	09/17/2015	09/28/2015	0.00	598.50	
<u>14-FL-484 3</u>	CAUSE # 14-FL-484 L.S.	09/21/2015	09/28/2015	0.00	277.00	
<u>15-FL-113 1</u>	CAUSE # 15-FL-113 C.B. / A.B.	09/16/2015	09/28/2015	0.00	185.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.					23,767.05
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	23,767.05	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>74085</u>	ACCT # 1600 CR 128 - SALT FLAT RD	08/31/2015	09/28/2015	0.00	10,650.60	
<u>74250</u>	ACCT # 1600 CR197 - YOUNG LN	09/08/2015	09/28/2015	0.00	7,466.40	
<u>74524</u>	ACCT # 1600 CR197 - YOUNG LN	09/14/2015	09/28/2015	0.00	4,016.10	
<u>74525</u>	ACCT # 1600 CR158 - TAYLORSVILLE ROAD	09/14/2015	09/28/2015	0.00	1,633.95	

Payment Register

APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>BUSINK</u>	BUSINESS INK, CO.					395.50
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	395.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>203109</u>	JOB # 203671 CRIMINAL DOCKET SHEETS - 160052	08/31/2015	09/28/2015	0.00	395.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BUSPRI</u>	BUSINESS PRINTING PLUS					538.33
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	538.33
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>19650</u>	ORDER # 19650 OPERATING FUND VOUCHER	08/27/2015	09/28/2015	0.00	538.33	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CALAPP</u>	CALDWELL COUNTY APPRAISAL DIST					1,002.16
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,002.16
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9182015</u>	REIMBURSEMENT REQUEST 911/GIS POSITION AUG, 201	09/18/2015	09/28/2015	0.00	1,002.16	
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					09/24/2015	511.60
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1136522</u>	ACCT # 1119389 DUMP / RENT 30 YD	08/31/2015	09/28/2015	0.00	511.60	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC					59.49
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	59.49
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>106080</u>	CLIENT ID: 4988 TOSCA	09/04/2015	09/28/2015	0.00	59.49	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CINTAS</u>	CINTAS CORPORATION #86					279.18
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	279.18
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>086238905</u>	CUST # 09158 CONTRACT # 01681 ACCT # 09158	09/02/2015	09/28/2015	0.00	93.06	
<u>086242159</u>	CUST # 09158 CONTRACT # 01681 ACCT # 09158	09/09/2015	09/28/2015	0.00	93.06	
<u>086245441</u>	ACCT # 09158 CONTRACT # 01681 CUST # 09158	09/16/2015	09/28/2015	0.00	93.06	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK					1,932.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,932.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-FL-056_3</u>	CAUSE # 14-FL-056 J.H.	09/16/2015	09/28/2015	0.00	84.00	
<u>14-FL-249_2</u>	CAUSE # 14-FL-249 A.M.S.	09/08/2015	09/28/2015	0.00	196.00	
<u>15-088</u>	CAUSE # 15-088 & 12-163 J.R.S.	09/14/2015	09/28/2015	0.00	650.00	
<u>15-FL-076_1</u>	CAUSE # 15-FL-076 J.R.L JR. & J.B.L.	09/08/2015	09/28/2015	0.00	77.00	
<u>15-FL-293</u>	CAUSE # 15-FL-293 B.O. & E.O.	09/16/2015	09/28/2015	0.00	175.00	
<u>2466-14CC</u>	CAUSE # 2466-14CC E.E.	09/17/2015	09/28/2015	0.00	750.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>CONPHA</u>	CONTRACT PHARMACY SERVICES, INC.					1,868.76
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,868.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8-235-15</u>	DATE OF SERVICE 2015	08/31/2015	09/28/2015	0.00	1,868.76	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CORSEB</u>	CORBIN SEBESTYEN					582.88
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	582.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9112015</u>	EXPENSE REPORT FOR APRIL/MAY/JUNE/JULY & AUG 201	09/11/2015	09/28/2015	0.00	582.88	
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					09/24/2015	90.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4044</u>	X-RAY EXAMS PERFORMED AT CALDWELL CO.	09/04/2015	09/28/2015	0.00	90.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DANMCC</u>	DAN MCCORMACK					1,329.60
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,329.60
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2521-15CC 1</u>	CAUSE # 2521-15CC B.T.	09/11/2015	09/28/2015	0.00	300.00	
<u>42,052</u>	CAUSE # 42,052 G.C.	09/11/2015	09/28/2015	0.00	500.00	
<u>42,649</u>	CAUSE # 42,649 C.B.	09/11/2015	09/28/2015	0.00	529.60	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DARUMP</u>	DARREN LEE UMPHREY					350.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>13-125</u>	CAUSE # 13-125 C.P.	09/14/2015	09/28/2015	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DAVCOL</u>	DAVID M COLLINS					658.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	658.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-248</u>	CAUSE # 14-248 X.M.W.	09/10/2015	09/28/2015	0.00	658.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DEBKOR</u>	DEBORAH KORTAN					199.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	199.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80515</u>	TRAINING REWARDS - ITEM #4020TRMO	08/05/2015	09/28/2015	0.00	199.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DEWPOT</u>	DEWITT POTHS & SON					407.83
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	407.83
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>450602-0</u>	CUST # 12430 BOOK, RECEIPT, MNY / REN	09/09/2015	09/28/2015	0.00	41.15	
<u>450620-0</u>	CUST # 12430 TONER, MFC7360, HL2230	09/09/2015	09/28/2015	0.00	125.18	
<u>451081-0</u>	CUST # 12430 SPOT PAPER	09/14/2015	09/28/2015	0.00	208.50	
<u>451394-0</u>	SPOTPAPER	09/17/2015	09/28/2015	0.00	33.00	

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APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>DIABUS</u>	DIANA BUSS					1,117.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	1,117.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>04-282</u>	CAUSE # 04-282 R.C.	09/14/2015	09/28/2015	0.00	400.00	
<u>15-015</u>	CAUSE # 15-015 P.Z. JR.	09/14/2015	09/28/2015	0.00	617.00	
<u>2015-140</u>	CAUSE # 2015-140 P.Z. JR.	09/14/2015	09/28/2015	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>DONHOE</u>	DONNA HOEHNE					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102015</u>	2015 TAPEIT CONF. SAN MARCOS 10/20-23/15	09/10/2015	09/28/2015	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>EAGDIS</u>	EAGLE DISPOSAL					475.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	475.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>97080</u>	ACCT # 3996 MARTINDALE CLEAN-UP	09/15/2015	09/28/2015	0.00	475.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>FARBRO</u>	FARMER BROTHERS. CO.					266.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	266.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>62566681 SO</u>	ACCT # 6302473 COF CAINS SUNNY CUP	09/03/2015	09/28/2015	0.00	266.40	
Vendor Number	Vendor Name					Total Vendor Amount
<u>FERJOS</u>	FERRIS JOSEPH PRODUCE, INC.					1,083.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	1,083.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>91993</u>	120 BANANAS EA	09/01/2015	09/28/2015	0.00	86.95	
<u>92009</u>	APPLES 150 CT RED DEL CASE	09/03/2015	09/28/2015	0.00	625.95	
<u>92020</u>	120 BANANAS EA	09/04/2015	09/28/2015	0.00	83.45	
<u>92047</u>	JONATHON 138 CT	09/06/2015	09/28/2015	0.00	195.10	
<u>92072</u>	JONATHON 138 CT	09/09/2015	09/28/2015	0.00	92.45	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO					630.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	630.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>88382103</u>	CUST # 0040078309 MIC 20 7" FL TOR	08/25/2015	09/28/2015	0.00	315.36	
<u>88382482</u>	CUST #0040078309 MIC 20 7" FL TOR	09/08/2015	09/28/2015	0.00	315.36	
Vendor Number	Vendor Name					Total Vendor Amount
<u>GALCLO</u>	GALBRAITH'S CLOCKS					1,750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	1,750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2015</u>	SERVICE CONTRACT FOR 2015	07/01/2015	09/28/2015	0.00	1,750.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>GERRIC</u>	GERARD RICKHOFF					907.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	907.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2015MH2605</u>	CAUSE #2015MH2605 ELIZABETH EATON	07/31/2015	09/28/2015	0.00	491.00	

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2015MH2673 CAUSE # 2015MH2673 CHRISTOPHER GONZALEZ 07/31/2015 09/28/2015 0.00 416.00

Vendor Number Vendor Name **Total Vendor Amount**
GLOAUT GLOSSERMAN AUTOMOTIVE CENTER 440.52

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 440.52

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>062325</u>	ACCT # 1010 NAPA TRANS FILTER	09/09/2015	09/28/2015	0.00	10.86
<u>062465</u>	ACCT # 1010 NAPA TRANS FILTER	09/14/2015	09/28/2015	0.00	8.43
<u>062498</u>	ACCT # 1010 NAPA QUART 5W20	09/15/2015	09/28/2015	0.00	95.76
<u>062501</u>	ACCT # 1010 NAPAGOLD AIR FILTER	09/15/2015	09/28/2015	0.00	51.53
<u>062549</u>	ACCT # 1010 BEACON LIGHT / LAMP	09/16/2015	09/28/2015	0.00	238.00
<u>062556</u>	ACCT # 1010 WIPER BLADE	09/16/2015	09/28/2015	0.00	35.94

Vendor Number Vendor Name **Total Vendor Amount**
GONBUJ GONZALES BUILDING CENTER 585.75

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 585.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>00679421</u>	CUST # CALD001 TOWEL MULT-FOLD 1-PLY 16 PKG/CASI	09/04/2015	09/25/2015	0.00	204.65
<u>00679422</u>	CUST # CALD001 PLUNGER - TOILET - ALL ANGLE	09/04/2015	09/28/2015	0.00	39.27
<u>00679763</u>	CUST # CALD001 PROVON SOAP CARTRIDGE FOAMING	09/15/2015	09/28/2015	0.00	344.11
<u>00679959</u>	CUST # CALD001 PROVON SOAP DISPENSOR - GRAY	09/15/2015	09/28/2015	0.00	-18.15
<u>00679963</u>	CUST # CALD001 PROVON SOAP DISPENSOR - GRAY	09/15/2015	09/28/2015	0.00	15.87

Vendor Number Vendor Name **Total Vendor Amount**
GOVDEA GOVDEALS 1,687.50

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 1,687.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1151-082015</u>	INVENTORY ID: 78 2006 GENIE S-85 BOOM LIFT	08/31/2015	09/28/2015	0.00	1,687.50

Vendor Number Vendor Name **Total Vendor Amount**
GRAING GRAINGER 186.47

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 186.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>9829935221</u>	ACCT # 841505548 TARP, POLYETHYLENE, BLUE, 12X16 F	08/28/2015	09/28/2015	0.00	25.70
<u>9834796980</u>	ACCT # 841505548 PROGRAMMABLE DISPENSER, WHITE	09/03/2015	09/28/2015	0.00	160.77

Vendor Number Vendor Name **Total Vendor Amount**
HOLBUR HOLLIS BURKLUND 800.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 800.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>42389</u>	CAUSE # 42389 F.N.G.	07/01/2015	09/28/2015	0.00	300.00
<u>43318</u>	CAUSE # 43318 A.A.H.	09/11/2015	09/28/2015	0.00	500.00

Vendor Number Vendor Name **Total Vendor Amount**
INDASP INDUSTRIAL ASPHALT, LLC 86,986.90

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 09/24/2015 86,986.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>57696</u>	CUST # 1145 M/F: CERTZ GRANT CR 158 - TAYLORSVIL	09/01/2015	09/28/2015	0.00	42,512.60
<u>58143</u>	CUST # 1145 CR158 - TAYLORSVILLE RD,	09/09/2015	09/28/2015	0.00	8,325.20
<u>58144</u>	CUST # 1145 UNIT ROAD SYS/PO:2976/CR 205	09/09/2015	09/28/2015	0.00	18,779.80
<u>58408</u>	CUST # 1145 JOB # 1.C1931 PO:2976/CR 205	09/15/2015	09/28/2015	0.00	17,369.30

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Vendor Number	Vendor Name					Total Vendor Amount	
JJWELL	J.J. WELLS					750.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	750.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2524-15CC	CAUSE # 2524-15CC & 2461-14CC U.B.J.D.	09/11/2015	09/28/2015	0.00	750.00		
Vendor Number	Vendor Name					Total Vendor Amount	
JANWIL	JANA G. WILLIAMS					224.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	224.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
14-FL-229_2	CAUSE # 14-FL-229 Z.L.G.	09/16/2015	09/28/2015	0.00	56.00		
15-FL-098_5	CAUSE # 15-FL-098 I.N.V.	09/16/2015	09/28/2015	0.00	168.00		
Vendor Number	Vendor Name					Total Vendor Amount	
JCSUPP	JC SUPPLY PRODUCTS					335.78	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	335.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1539	VANDAL MARK REMOVER	09/04/2015	09/28/2015	0.00	335.78		
Vendor Number	Vendor Name					Total Vendor Amount	
JCOJAN	JCO JANITORIAL SUPPLY					1,706.94	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	1,706.94		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
82540	CUST ID: LKCNJL LEMON POWER GAL	09/02/2015	09/28/2015	0.00	854.91		
82583	CUST ID: LKCNJL REGULAR TOILET PAPER	09/09/2015	09/28/2015	0.00	852.03		
Vendor Number	Vendor Name					Total Vendor Amount	
JOHNDE	JOHN DE LA VINA					350.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	350.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
003-235	CAUSE # 03-235 V.E.	09/03/2015	09/28/2015	0.00	350.00		
Vendor Number	Vendor Name					Total Vendor Amount	
FARPLA	JOHN DEERE FINANCIAL					50.85	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	50.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
10357251	CUST # 99 SZ 8 LINED KNEE BOOT	09/08/2015	09/28/2015	0.00	37.99		
10357255	CUST # 99 3/4" X 10' SCH40 PVC PIPE	09/08/2015	09/28/2015	0.00	8.59		
10357265	CUST # 99 1 CU FLOWER & GARDEN SOIL	09/08/2015	09/28/2015	0.00	4.27		
Vendor Number	Vendor Name					Total Vendor Amount	
JOHHIN	JOHN HINDERA					660.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	660.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
15-038	CAUSE # 15-038 M.M.A.	09/03/2015	09/28/2015	0.00	660.00		
Vendor Number	Vendor Name					Total Vendor Amount	
JOHPAI	JOHNNY & SONS PAINT & BODY SHOP					250.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				09/24/2015	250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
14001	VIN#2FAHP71V79X148992 2009 FORD CROWN VIC	09/01/2015	09/28/2015	0.00	250.00		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>JOHOIL</u>	JOHNSON OIL CO.					2,648.66
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	2,648.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0793233</u>	CUST # 0546171 RYL DSL SUP ULTRA 15W40 W/CJ-4	09/17/2015	09/28/2015	0.00	2,648.66	
Vendor Number	Vendor Name					Total Vendor Amount
<u>JONMCC</u>	JONES MCCLURE PUBLISHING					105.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	105.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>100423920</u>	CUST ID: 63412 O'CONNOR'S TX CRIMINAL CODES 15-16	09/05/2015	09/28/2015	0.00	105.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>JOSERW</u>	JOSHUA ALAN ERWIN					250.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44124</u>	CAUSE # 44124 A.G.	09/11/2015	09/28/2015	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>JR'SAU</u>	JR'S AUTO GLASS					250.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8753</u>	08' MERCURY GRAND	09/16/2015	09/28/2015	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>KIMISH</u>	KIMBERLY RENEE ISHAM					1,407.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,407.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-FL-145</u>	CAUSE # 15-FL-145 R.B. / D.E. / K.E.	09/16/2015	09/28/2015	0.00	805.00	
<u>15-FL-145_1</u>	CAUSE # 15-FL-145 R.B. / D.E. / K.E.	09/16/2015	09/28/2015	0.00	602.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>KYLMAY</u>	KYLE MAYSEL					713.65
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	713.65
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44329</u>	CAUSE # 44329 & 44133	07/02/2015	09/28/2015	0.00	713.65	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LARRAS</u>	LARRY O. RASCO					1,389.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	1,389.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-FL-114</u>	CAUSE # 15-FL-114 E. / A. / S. F.	09/16/2015	09/28/2015	0.00	889.00	
<u>43,508</u>	CAUSE # 43,508 G.R.	07/13/2015	09/28/2015	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LATCOL</u>	LATOYA COLLEY					2,401.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					09/24/2015	2,401.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-FL-082_1</u>	CAUSE # 15-FL-082 H.P.	09/02/2015	09/28/2015	0.00	266.00	
<u>15-FL-126_1</u>	CAUSE # 15-FL-126 A.H.P.	09/02/2015	09/28/2015	0.00	252.00	
<u>15-FL-318</u>	CAUSE # 15-FL-318 D.L.H.	09/02/2015	09/28/2015	0.00	280.00	
<u>2015-FL-082</u>	CAUSE # 2015-FL-082 H.P.	09/02/2015	09/28/2015	0.00	399.00	
<u>2015-FL-123</u>	CAUSE # 2015-FL-123 A.L.	09/02/2015	09/28/2015	0.00	665.00	
<u>2015-FL-126</u>	CAUSE # 2015-FL-126 A.H.P.	09/02/2015	09/28/2015	0.00	280.00	

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<u>2015-FL-126_1</u>	CAUSE # 2015-FL-126 A.H.P.	09/16/2015	09/28/2015	0.00	259.00		
Vendor Number							Total Vendor Amount
<u>LEXINE</u>	LEXISNEXIS						420.00
Payment Type							Payment Date
Check						09/24/2015	420.00
Payable Number							Payable Amount
<u>1508426715</u>	ACCT # 1611MH 8/1 - 31/15	08/31/2015	09/28/2015	0.00	47.00		
<u>1508440018</u>	ACCT # 164D57 8/1 - 31/15	08/31/2015	09/28/2015	0.00	373.00		
Vendor Number							Total Vendor Amount
<u>LIVFEE</u>	LIVENGOD FEED STORE						116.56
Payment Type							Payment Date
Check						09/24/2015	116.56
Payable Number							Payable Amount
<u>LOINV000107808</u>	CUST # 1C250 ALL STOCK	08/29/2015	09/28/2015	0.00	116.56		
Vendor Number							Total Vendor Amount
<u>LOCTRU</u>	LOCKHART - TRUE VALUE						493.27
Payment Type							Payment Date
Check						09/24/2015	493.27
Payable Number							Payable Amount
<u>7595 /1</u>	CUST # 11239 12" PRO WIND SQUEEGEE	09/02/2015	09/28/2015	0.00	44.98		
<u>7602 /1</u>	CUST # 11239 MM QUICK DRAW CONNECTOR	09/02/2015	09/28/2015	0.00	13.78		
<u>7639 /1</u>	CUST # 11247 ECHO 2 LINE RAPID LOADER HEAD	09/04/2015	09/28/2015	0.00	58.14		
<u>7644 /1</u>	CUST # 11239 3604 MINI CLAMP	09/04/2015	09/28/2015	0.00	18.17		
<u>7681 /1</u>	CUST # 11239 4 PK CRICK/SPID GLUE	09/08/2015	09/28/2015	0.00	10.98		
<u>7774 /1</u>	CUST # 11239 6.25 SQ FT DRYING TOWEL	09/15/2015	09/28/2015	0.00	97.42		
<u>7783 /1</u>	CUST # 12239 ME 25' 14/3 RED EXT CORD	09/15/2015	09/28/2015	0.00	26.99		
<u>7804 /1</u>	CUST # 11239 2.6 OZ ULTRA FULLY SYNTHETIC	09/16/2015	09/28/2015	0.00	97.66		
<u>7827 /1</u>	CUST # 11239 PLUMP SOLDER FLUX/BRUSH	09/17/2015	09/28/2015	0.00	73.04		
<u>7838 /1</u>	CUST # 11239 32 OZ ADJ SPRAY BOTTLE	09/18/2015	09/28/2015	0.00	40.95		
<u>7839 /1</u>	CUST # 11239 1" COP CAP	09/18/2015	09/28/2015	0.00	11.16		
Vendor Number							Total Vendor Amount
<u>LOCPOS</u>	LOCKHART POST REGISTER						35.36
Payment Type							Payment Date
Check						09/24/2015	35.36
Payable Number							Payable Amount
<u>00076723</u>	8/13 & 20/15 FOUND	08/25/2015	09/28/2015	0.00	18.36		
<u>00076746</u>	8/27 & 9/03/15 FOUND	08/25/2015	09/28/2015	0.00	17.00		
Vendor Number							Total Vendor Amount
<u>LONINT</u>	LONGHORN INTERNATIONAL TRUCKS, LTD.						342.98
Payment Type							Payment Date
Check						09/24/2015	342.98
Payable Number							Payable Amount
<u>949718</u>	ACCT # 8110 FILTER	09/16/2015	09/28/2015	0.00	342.98		
Vendor Number							Total Vendor Amount
<u>LULCHE</u>	LULING CHEVROLET						38.16
Payment Type							Payment Date
Check						09/24/2015	38.16
Payable Number							Payable Amount
<u>20718</u>	CUST # 506 VALVE	09/08/2015	09/28/2015	0.00	38.16		

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Vendor Number	Vendor Name						Total Vendor Amount
<u>MARPLU</u>	MARK'S PLUMBING PARTS						1,516.76
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	1,516.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV001447827</u>	CUST ID: 278898 FTG, CHICAGO 8" MVP LAV LF	09/01/2015	09/28/2015	0.00	1,516.76		
<u>MATBEN</u>	MATTHEW BENDER & CO.,INC.						127.58
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	127.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>74341065</u>	ACCT # 5631057001 TX CIVIL PROCESS 15-16TH ED W/E	08/21/2015	09/28/2015	0.00	127.58		
<u>MATNIC</u>	MATTHEW C. NICHOLS						350.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>CR-14-047</u>	CAUSE # CR-14-047 D.R.	09/03/2015	09/28/2015	0.00	350.00		
<u>MCCFUN</u>	MCCURDY FUNERAL HOME						1,275.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	1,275.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>5082015</u>	DOS: 5/08/15 MARIA ANGELICA ACEVEDO AGUILLON AN	06/12/2015	09/28/2015	0.00	850.00		
<u>6122015</u>	DOS: 6/11/15 JESSE TRUJILLO	06/12/2015	09/28/2015	0.00	425.00		
<u>MIGCAS</u>	MIGUEL CASTILLO						1,288.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	1,288.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>15-FL-158 2</u>	CAUSE # 15-FL-158 K.B.	09/16/2015	09/28/2015	0.00	721.00		
<u>15-FL-221 2</u>	CAUSE # 15-FL-221 V.G.	09/08/2015	09/28/2015	0.00	273.00		
<u>15-FL-221 3</u>	CAUSE # 15-FL-221 V.G.	09/08/2015	09/28/2015	0.00	294.00		
<u>NICDOR</u>	NICK DORNAK						500.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>92015</u>	SEPTEMBER 2015	09/18/2015	09/28/2015	0.00	500.00		
<u>NORSAF</u>	NORTHERN SAFETY & INDUSTRIAL						90.17
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	90.17
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>901593176 / 100901499</u>	CUST ID: 200027252	09/02/2015	09/28/2015	0.00	90.17		
<u>OFFIDE</u>	OFFICE DEPOT						243.13
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	243.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>789349128001</u>	ACCT # 43682634 FOLDER, LTR, 1/3 CUT, 100 BX	08/25/2015	09/28/2015	0.00	66.70		
<u>791756658001</u>	ACCT # 43682634 DUSTER, OFFICE	09/04/2015	09/28/2015	0.00	94.57		
<u>791756728001</u>	ACCT # 43682634 DVD	09/04/2015	09/28/2015	0.00	31.34		
<u>791769063001</u>	ACCT # 43682634 ENVELOPE, CLASP, #55, 6X9,KT	09/22/2015	09/28/2015	0.00	50.52		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>ONCALL</u>	ON CALL MOBILE VETERINARY SERVICES					206.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	206.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>001780</u>	7 YO COGGINS CALDWELL COUNTY	08/21/2015	09/28/2015	0.00	53.00	
<u>001781</u>	DOGS CASE SERVICE CALL	08/21/2015	09/28/2015	0.00	100.00	
<u>001837</u>	7 YO QH COGGINS CALDWELL COUNTY	08/26/2015	09/28/2015	0.00	53.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PETRA</u>	PETROLEUM TRADERS CORPORATION					5,149.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	5,149.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>931754</u>	ACCT # 990644/1 ULTRA LOW SULFUR #2 DIESEL LOW EI	09/10/2015	09/28/2015	0.00	5,149.60	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE					3,725.70
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	3,725.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8142458</u>	CUST # 435577 DRY GROCERY / REFRIGERATED / FROZEN	09/01/2015	09/28/2015	0.00	1,232.03	
<u>8145852</u>	CUST # 435577 DRY GROCERY / REFRIGERATED / FROZEN	09/04/2015	09/28/2015	0.00	1,130.32	
<u>8149229</u>	CUST # 435577 DRY GROCERY / FROZEN	09/08/2015	09/28/2015	0.00	1,363.35	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PHITUR</u>	PHIL TURNER LAW PC					350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11-177</u>	CAUSE # 11-177 M.D.F.	09/08/2015	09/28/2015	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PITBOW</u>	PITNEY BOWES GLOBAL FINANCIAL SERVICES L					2,336.27
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	2,336.27	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1244012-SP15</u>	LEASE ACCT # 1244012 6/30 - 9/30/15	09/13/2015	09/28/2015	0.00	2,336.27	
Vendor Number	Vendor Name					Total Vendor Amount
<u>POSMAS</u>	POSTMASTER					500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>92015</u>	BRM PERMIT #29 DIST COURT JURY FUND	09/16/2015	09/16/2015	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PROWAS</u>	PROGRESSIVE WASTE SOLUTIONS OF TX, INC.					367.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	367.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1501184936</u>	CUST ID: 014041390 UNIT RD 423 SAN MARCOS HWY	08/15/2015	09/28/2015	0.00	367.45	
Vendor Number	Vendor Name					Total Vendor Amount
<u>PITPOS</u>	PURCHASE POWER					2,500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	2,500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9152015</u>	PBP ACCT # 32340705 METER # 1373525	09/24/2015	09/24/2015	0.00	2,500.00	

Payment Register

APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>QUAEXP</u>	QUALITY STAMP EXPRESS					31.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	31.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1772</u>	NOTARY SEAL	09/03/2015	09/28/2015	0.00	31.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>QUICOR</u>	QUILL CORPORATION					179.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	179.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>7344606</u>	ACCT # C3400806 QUILL BRAND COPY PAPER	08/31/2015	09/28/2015	0.00	179.40	
Vendor Number	Vendor Name					Total Vendor Amount
<u>RAPHER</u>	RAPHAEL HERNANDEZ					350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>07-284</u>	CAUSE # 07-284 / 07-071 R.R.	09/17/2015	09/28/2015	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>RELTIR</u>	RELIABLE TIRE DISPOSAL					102.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	102.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1423</u>	51 PASSENGER/LIGHT TRUCK	09/14/2015	09/28/2015	0.00	102.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>IKONOF</u>	RICOH USA, INC.					853.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	853.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>95442910</u>	ACCT # 505575-1010175A16 8/29 - 9/28/15	09/10/2015	09/28/2015	0.00	853.35	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SALFEE</u>	SALT FLAT FEED & NAPA					15.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	15.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>108481</u>	ACCT # 27269 ADAPTERS	09/09/2015	09/28/2015	0.00	15.77	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SALGAR</u>	SALVADOR GARCIA					750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>06-105</u>	CAUSE # 06-105 E.C.	09/17/2015	09/28/2015	0.00	350.00	
<u>44375</u>	CAUSE # 44375 M.L.	07/13/2015	09/28/2015	0.00	150.00	
<u>44874</u>	CAUSE # 44874 M.C.F.	07/13/2015	09/28/2015	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SETRHC</u>	SETON EDGAR B. DAVIS HOSPITAL					50.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	50.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1218435</u>	MARTINEZ, ISREAL DOB: 01/07/1991 DOS: 7/25/15	07/25/2015	09/28/2015	0.00	50.65	

Payment Register

APPKT00908 - 9/28/15 A/P CHECK RUN

Vendor Number	Vendor Name						Total Vendor Amount
<u>SETCOL</u>	SETON LKT FAMILY HEALTH CENTER						103.05
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	103.05
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>277491</u>	PATIENT: BENITO SANCHEZ DOB: 1/27/1950	06/15/2015	09/28/2015	0.00	103.05		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SETHAY</u>	SETON MEDICAL CENTER HAYS						277.23
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	277.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2015069709</u>	SANDERS, KEITH D DOB: 5/17/1972 DOS: 8/05/15	08/05/2015	09/28/2015	0.00	277.23		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SHELIN</u>	SHERI LINDER						150.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>15-070</u>	9/1/15 HALF DAY JUDGE BURT CARNES PRESIDING	09/09/2015	09/28/2015	0.00	150.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART						326.20
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	326.20
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>663196</u>	PRAMITOL 25E QUART	08/19/2015	09/28/2015	0.00	42.90		
<u>664522</u>	KILZ STAIN BLOCKER 13OZ SPRAY	08/31/2015	09/28/2015	0.00	5.50		
<u>664768</u>	ROUND UP READY-TO-USE 1-GAL	09/02/2015	09/28/2015	0.00	41.90		
<u>664825</u>	ROUND UP READY-TO-USE 1-GAL	09/02/2015	09/28/2015	0.00	21.95		
<u>664952</u>	GILMOUR HOSE END MENDER 1/2	09/03/2015	09/28/2015	0.00	13.45		
<u>665039</u>	ROUND UP READY-TO-USE 1-GAL	09/04/2015	09/28/2015	0.00	20.95		
<u>665538</u>	PRAMITOL 25E QUART	09/09/2015	09/28/2015	0.00	26.90		
<u>665672</u>	MIRACLE GRO ROSE 1 1/2 LB	09/10/2015	09/28/2015	0.00	13.90		
<u>665857</u>	MIRACLE GRO ROSE 1 1/2 LB	09/11/2015	09/28/2015	0.00	6.95		
<u>665880</u>	BUCKET 5 GAL W/O LID	09/11/2015	09/28/2015	0.00	14.95		
<u>666447</u>	ROUND UP READY-TO-USE 1 GAL	09/16/2015	09/28/2015	0.00	20.95		
<u>666533</u>	REMEDY MESQUITE SPRAY 1 GAL	09/17/2015	09/28/2015	0.00	95.90		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SMILUL</u>	SMITH SUPPLY CO.-LULING						21.50
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	21.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>32354</u>	CHAINSAW CHAIN SHARPN-OFF SAW	09/11/2015	09/28/2015	0.00	4.00		
<u>32449</u>	CHAINSWA CHAIN SHARPN-OFF SAW	09/15/2015	09/28/2015	0.00	17.50		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SOUTCO</u>	SOUTHERN COMPUTER WAREHOUSE						355.45
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	355.45
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>IN-000285514</u>	CUST # CC7307 MICROSOFT IDENTIFY MGR CAL ENG SA	09/02/2015	09/28/2015	0.00	355.45		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SPRINT</u>	SPRINT						55.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	55.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>12223659 1-077</u>	ACCT # 122236591 7/17 - 8/16/15	08/20/2015	09/28/2015	0.00	55.00		

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Vendor Number	Vendor Name						Total Vendor Amount
<u>STELEV</u>	STEPHEN LEVAY						581.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	581.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>14-FL-384_2</u>	CAUSE # 14-FL-384 L.B.	09/17/2015	09/28/2015	0.00	581.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>STERIC</u>	STERICYCLE, INC.						658.02
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	658.02
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>4005750988</u>	CUST # 2020116 COMPLIANCE SOLUTIONS	09/01/2015	09/28/2015	0.00	658.02		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SUMBEN</u>	SUMMER BENFORD						49.45
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	49.45
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>90315</u>	AUGUST 2015 MILEAGE	09/10/2015	09/28/2015	0.00	49.45		
Vendor Number	Vendor Name						Total Vendor Amount
<u>LYNPEAC</u>	SUNNY LYNN PEACH						350.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>13-138</u>	CAUSE # 13-138 S.D.C.	09/02/2015	09/28/2015	0.00	350.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SUPWOR</u>	SUPPLYWORKS						415.02
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	415.02
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>345976948</u>	ACCT # 360388 BRADLEY CTG. REPLACMNT KIT FOR WA	08/31/2015	09/28/2015	0.00	407.52		
<u>346088198</u>	ACCT # 360388 30 CS 34W FL LIN T12 4100K	09/01/2015	09/28/2015	0.00	65.00		
<u>346211154</u>	ACCT # 360388 30CS 34W FL LIN T12 41	09/02/2015	09/02/2015	0.00	-57.50		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SWAGIT</u>	SWAGIT PRODUCTIONS, LLC						750.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	750.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>6134</u>	ACCT # 2K130701CC AUGUST 2015	08/31/2015	09/28/2015	0.00	750.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>SYSCO</u>	SYSCO CENTRAL TEXAS, INC						4,797.52
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	4,797.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>509021761_2</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	09/02/2015	09/28/2015	0.00	1,342.88		
<u>509043049</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	09/22/2015	09/28/2015	0.00	1,830.04		
<u>509091679_1</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	09/09/2015	09/28/2015	0.00	1,369.88		
<u>509091680</u>	CUST # 043430 CHEMICAL & JANITORIAL	09/09/2015	09/28/2015	0.00	254.72		
Vendor Number	Vendor Name						Total Vendor Amount
<u>TAHSTE</u>	TAHLIA T. STEWART						3,444.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						09/24/2015	3,444.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>15-FL-003_2</u>	CAUSE # 15-FL-003 K.S.	09/16/2015	09/28/2015	0.00	238.00		
<u>15-FL-075_3</u>	CAUSE # 15-FL-075 E.R. JR/D.E.R./B.N.	09/02/2015	09/28/2015	0.00	329.00		
<u>15-FL-075_4</u>	CAUSE # 15-FL-075 E.R. JR / D.E.R. / B.N.	09/16/2015	09/28/2015	0.00	168.00		

Payment Register

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<u>15-FL-113_2</u>	CAUSE # 15-FL-113 C.B. & A.B.	09/02/2015	09/28/2015	0.00	259.00
<u>15-FL-113_3</u>	CAUSE # 15-FL-113 C.B. & A.B.	09/02/2015	09/28/2015	0.00	483.00
<u>15-FL-113_4</u>	CAUSE # 15-FL-113 C.B. & A.B.	09/16/2015	09/28/2015	0.00	406.00
<u>15-FL-148_2</u>	CAUSE # 15-FL-148 A.M.	09/02/2015	09/28/2015	0.00	588.00
<u>15-FL-148_3</u>	CAUSE # 15-FL-148 A.M.	09/02/2015	09/28/2015	0.00	511.00
<u>15-FL-299</u>	CAUSE # 15-FL-299 M.B. & B.V.	09/02/2015	09/28/2015	0.00	462.00

Vendor Number Vendor Name Total Vendor Amount
TAMNEE TAMARA B. NEEDLES, ATTORNEY AT LAW 1,330.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	1,330.00
Payable Number	Description	Payable Date	Due Date
<u>15-101</u>	CAUSE # 15-101 / 14-120	09/17/2015	09/28/2015
<u>2015-094</u>	CAUSE # 2015-094 / 2015-031 J.F.S.	09/17/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
TETTEC TETRA TECH, INC. 5,639.68

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	5,639.68
Payable Number	Description	Payable Date	Due Date
<u>50956776</u>	PROJECT # 103RS3929	09/03/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
TEXVITST TEXAS DEPT.OF STATE HEALTH SERVICES 80.52

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	80.52
Payable Number	Description	Payable Date	Due Date
<u>31442</u>	ACCT # 17460016318 007 ACCESS FOR AUGUST 2015	09/01/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
JAMCAS THE CASEY LAW FIRM 1,112.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	1,112.00
Payable Number	Description	Payable Date	Due Date
<u>15-090</u>	CAUSE # 15-090 & 12-071 K.M.	09/15/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
LULNEW THE LULING NEWSBOY & SIGNAL 131.61

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	131.61
Payable Number	Description	Payable Date	Due Date
<u>9032015</u>	LEGAL BIDS 8/25 & 8/27 & 9/3	09/03/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
TIFBAR TIFFANY BARTLETT 3,332.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	3,332.00
Payable Number	Description	Payable Date	Due Date
<u>08-FL-338_3</u>	CAUSE # 08-FL-338 ROMERO	08/31/2015	09/28/2015
<u>13-FL-145_5</u>	CAUSE # 13-FL-145 HAYES	08/31/2015	09/28/2015
<u>14-FL-385_5</u>	CAUSE # 14-FL-385 FUNK	09/16/2015	09/28/2015
<u>15-FL-269</u>	CAUSE # 15-FL-269 COX	09/02/2015	09/28/2015
<u>15-FL-295</u>	CAUSE # 15-FL-295 MARTINEZ	08/31/2015	09/28/2015
<u>15-FL-295_1</u>	CAUSE # 15-FL-295 MARTINEZ	09/16/2015	09/28/2015

Vendor Number Vendor Name Total Vendor Amount
TODBLO TODD BLOMERTH 262.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		09/24/2015	262.00
Payable Number	Description	Payable Date	Due Date
<u>2200</u>	ME2U (BLUE)	09/01/2015	09/28/2015

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Vendor Number	Vendor Name					Total Vendor Amount
<u>POSLOC</u>	U.S. POSTAL SERVICE					54.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	54.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>93015</u>	BOX # 145 12-MONTHS	09/18/2015	09/28/2015	0.00	54.00	
<u>UNIFIR</u>	UNIFIRST CORPORATION					510.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	510.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>822 1768374</u>	CUST # 222727 SHERIFF'S	09/04/2015	09/28/2015	0.00	83.00	
<u>822 1770490</u>	CUST # 222727 RTE # F6110 COURT HOUSE	09/11/2015	09/28/2015	0.00	179.00	
<u>822 1770791</u>	CUST # 222727 PRCT # 2	09/14/2015	09/28/2015	0.00	34.70	
<u>822 1772533</u>	CUST # 222727 RTE # F6110 COURT HOUSE	09/18/2015	09/28/2015	0.00	179.00	
<u>822 1772840</u>	CUST # 222727 PRCT # 2	09/21/2015	09/28/2015	0.00	34.70	
<u>VICBRO</u>	VICTOREA D. BROWN					869.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	869.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>31,324</u>	CAUSE # 31,324 S.G.	07/27/2015	09/28/2015	0.00	350.00	
<u>43411</u>	CAUSE # 43411 C.J.	07/02/2015	09/28/2015	0.00	519.00	
<u>WATGUA</u>	WATCHGUARD VIDEO					530.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	530.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>ACCINV0005433</u>	CUST ID: CALDWELL COU1	09/03/2015	09/28/2015	0.00	530.00	
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					180.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	180.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>32449042</u>	ACCT # 1004742988 8/01 - 31/15	09/01/2015	09/28/2015	0.00	180.00	
<u>WILRIG</u>	WILSON RIGGIN					90.42
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	90.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>86876</u>	1-GAL @ RED	08/31/2015	09/28/2015	0.00	66.75	
<u>87069</u>	DOOR PULLS	09/10/2015	09/28/2015	0.00	21.58	
<u>87138</u>	HOSE REPAIR COUPLING	09/17/2015	09/28/2015	0.00	2.09	
<u>YORANC</u>	YO RANCH RESORT HOTEL					214.70
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	214.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1003307</u>	RESERVATION #1003307 TINA FREEMAN TDCA CONF.	09/11/2015	09/28/2015	0.00	214.70	
<u>ZACMOR</u>	Zachary J. Morris					1,358.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				09/24/2015	1,358.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11-213</u>	CAUSE # 11-213 R.G.	09/15/2015	09/28/2015	0.00	350.00	

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14-291

CAUSE # 14-291 A.J.L.

09/02/2015

09/28/2015

0.00

1,008.00

Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	245	118	0.00	215,851.30
Packet Totals:	245	118	0.00	215,851.30

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-215,851.30
Packet Totals:		-215,851.30

Elizabeth Larivee

From: Bill Hamilton <BHamilton@MartindaleFire.com>
Sent: Monday, September 21, 2015 3:04 PM
To: Elizabeth.Larivee@co.caldwell.tx.us
Subject: Martindale VFD - Form 990-N E-filing Receipt - IRS Status: Accepted

Hi Elizabeth,

Good talking with you this afternoon and thank you for assisting the Martindale Volunteer Fire Department with our IRS form 990-N.

Below is the documentation from the IRS that our tax filing was accepted.

Thanks.

Bill Hamilton
Board President MVFD

From: <epostcard@urban.org>
Date: September 20, 2015 at 9:30:26 PM CDT
To: <chief@martindalefire.com>
Subject: Form 990-N E-filing Receipt - IRS Status: Accepted

Organization: MARTINDALE VOLUNTEER FIRE DEPARTMENT COMPANY
EIN: 41-2029639
Submission Type: Form 990-N
Year: 2014
Submission ID: 7800582015263fm31645
e-File Postmark: 9/20/2015 10:24:13 PM
Accepted Date: 9/20/2015

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

e-Postcard technical support
Phone: 866-255-0654 (toll free)
email:ePostcard@urban.org

MARTINDALE VOLUNTEER FIRE
DEPARTMENT COMPANY
PO Box 508
Martindale, TX 78655

CALDWELL COUNTY, TEXAS
 BUDGET AMENDMENT #2014-23
 FISCAL YEAR 2014-2015

DESCRIPTION	ACCOUNT #	INCREASE	DECREASE
County Clerk: Clerical & Assistance	001-2150-1040		\$ 81.82
County Clerk: Social Security & Medicare Tax	001-2150-2010		6.26
County Clerk: Retirement	001-2150-2030		3.28
Records Preservation Fund: Office & Labor	003-3000-1090	\$ 81.82	
Records Preservation Fund: Social Security & Medicare Tax	003-3000-2010	\$ 6.26	
Records Preservation Fund: Retirement	003-3000-2030	\$ 3.28	
		<u>\$ 91.36</u>	<u>\$ 91.36</u>

At the September 14, 2015 meeting, the Commissioners Court approved moving moneys from the County Clerk's budget to the Records Preservation Budget for one specific employee as requested by the County Clerk. The above amendment reflects the necessary salary and the related benefits adjustments. There is no additional costs to the County.

2015.09.28.06 Special Presentation.
Caldwell Valley Development.
Presented by Walton Development and
Management.

Judge & Caldwell Commissioners
Calwell County
110 S. Main Street
Lockhart, Texas 78644

Dear Caldwell County Commission:

This letter is to advise the court that representatives of Walton Development met with me to provide information on the projected Caldwell Valley Master Planned Community.

I am pleased to advise the court that part of the proposed Master Plan contains an area designated as "Civic". It is a one-half acre tract intended for use as a Chisholm Trail Fire Rescue station to service Caldwell Hays Emergency Services District 1. The site is intended to have high visibility and ready access to transportation routes with frontage on FM 2720.

With the growth of the Caldwell Valley development, the district will also gain an enhanced tax base, commercial property values, and a larger volunteer base. We are hopeful that the end result will be a better ESD for all.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Padier", written over a horizontal line.

Mark Padier
Chief
Caldwell Hays Emergency Services District 1

Memorandum of Understanding Caldwell Valley Subdivision Agreement

This Memorandum of Understanding (“MOU”) is made and entered into by and between CALDWELL COUNTY, a political subdivision of the State of Texas (“County”), and WALTON TEXAS, LP, a Texas limited partnership, in its capacity as an Owner of the Property on behalf of itself and in its capacity as Operator authorized to enter into this Agreement on behalf of all Individual Owners (“Owners”).

RECITALS

Owners own a total of approximately 3,109.3 acres of land located in County.

Owners and County have agreed to the Development/Subdivision Agreement Providing for Regulation of Subdivision and Approval for Caldwell Valley, dated _____ 2015. (“Subdivision Agreement”)

Owners and City of Umland have agreed to the Caldwell Valley Development Agreement, dated October 17, 2013, similar in all substantive matters to the Subdivision Agreement.

The County and Owner hereby agree to the following items, which are intended to provide clarification to the regulations contained within the approved Subdivision Agreement:

1. Article VI, D establishes a requirement for delineation of flood plain. As clarification of the required standards, standard engineering methodology for calculating storm runoff volumes shall be in accordance with Appendix E Drainage Design Requirements of the Caldwell Valley Development Ordinance adopted on January 18, 2011.
2. Where possible, the location of utility lines will be in the right of way, not under permanent paved or concrete surfaces to minimize the need for future street cuts.
3. The County preferred methodology for designation of a flood basin will be required for areas that drain sixty-four (64) acres or more, rather than 200 acres. By so modifying, the County agrees that the smaller acreage does not preclude the Owners from making channel improvements, encroachments, or crossings.
4. Final Plat designation of flood plain is required. The hydrologic methodology used will be in accordance with Appendix E Drainage Design Requirements of the Caldwell Valley Development Ordinance adopted on January 18, 2011, and the plat shall note that no floor level shall be less than two (2) feet above the flood plain. To assure proper flood management the Owners may make channel improvements, encroachments, or crossings of drainage ways as needed.
5. As provided in current County development standards, for lots on cul de sacs, the minimum lot width will be measured at the building line.

“COUNTY”:

CALDWELL COUNTY, TEXAS

By: _____

Date: _____

“WALTON TEXAS” AND “OWNERS”:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as an Owner of the Property on behalf of itself
and in its capacity as Operator authorized to enter into this
Agreement on behalf of all Individual Owners

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

Acknowledged and agreed to by the City of Umland
on the ___ day of September, 2015.

Karen Gallaher, City Administrator
City of Umland, Texas

**DEVELOPMENT/SUBDIVISION AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL
FOR CALDWELL VALLEY**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR CALDWELL VALLEY (the "Agreement") is made and entered into by and among CALDWELL COUNTY, a political subdivision of the State of Texas ("County"), WALTON TEXAS, LP, a Texas limited partnership, in its capacity as an Owner of the Property on behalf of itself and in its capacity as Operator authorized to enter into this Agreement on behalf of all Individual Owners (in each such capacity, "Primary Owner"), WALTON CALDWELL RANCH, LP, a Delaware limited partnership ("Walton Caldwell Ranch"), WCR DEVELOPMENT SUB, LP, a Delaware limited partnership ("WCR Development Sub"), WALTON TX AUSTIN LAND LIMITED PARTNERSHIP, an Alberta limited partnership ("Walton Austin Land"), WALTON SILVER CROSSING LP, an Alberta limited partnership ("Walton Silver Crossing"), and WALTON PREMIUM LAND MANAGEMENT 1 GMBH & CO. KG, a limited partnership formed pursuant to the laws of the Federal Republic of Germany ("Walton Premium Land", and together with Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land and Walton Silver Crossing, "Owner"). All or any combination of above-named entities may be referred to collectively hereinafter as "Parties", and individually hereinafter as "Party".

RECITALS

WHEREAS, Texas counties are statutorily responsible for and have authority over platting and development review of certain subdivisions of real property, as well as the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure in the unincorporated areas of Texas counties; and

WHEREAS, because Texas counties and Texas municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and

WHEREAS, review and approval of subdivision plats is the basic tool that Texas counties and Texas municipalities use to ensure that infrastructure and development in an extra-territorial jurisdiction ("ETJ") are planned and constructed in a responsible manner; and

WHEREAS, Owner collectively owns approximately 3,109.3 acres of real property, more or less, located or to be located in the ETJ of the City of Umland, Caldwell County, Texas, ("City"), as such real property is more particularly described in Exhibit "A" attached hereto ("Caldwell Valley" or the "Property"); and

WHEREAS, Owner plans to obtain all entitlements and other governmental approvals necessary to develop Caldwell Valley as a master-planned mixed use community such that one or more Owner and/or the successors-in-title to one or more Owner may develop Caldwell Valley in accordance with this Agreement and that certain Caldwell Valley Development Agreement dated effective October 17, 2013 ("Development Agreement") by and between Owner and City; and

WHEREAS the Parties desire to set forth specific development regulations and an approval schedule which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the “Caldwell Valley Development Standards”, a copy of which is attached as Exhibit “B”, which may be amended from time to time in accordance with the procedural requirements set forth herein. And such approval schedule is attached as Exhibit “C” (“Approval Schedule”), which may be amended from time to time in accordance with the procedural requirements set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. “Individual Owners” means, collectively, all persons, entities and trusts (other than Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land, Walton Silver Crossing and Walton Premium Land) that own an undivided, tenant-in-common interest in any portion of the Caldwell Valley.
2. “Owner” means, collectively, (i) Primary Owner, (ii) Walton Caldwell Ranch, (iii) WCR Development Sub. (iv) Walton Austin Land, (v) Walton Silver Crossing, (vi) Walton Premium Land, (vii) Individual Owners, and (viii) any subsequent owner of real property comprising all or any portion of Caldwell Valley that is a successor or assignee of the rights and obligations of Owner in accordance with Article VI 9(a) of this Agreement.
3. “Primary Owner” shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, assigns its rights and obligations as Primary Owner in accordance with Article VI Section 9(b) of this Agreement.

II. Duties and Responsibilities.

1. County assigns and delegates to City the authority to approve all Vertical Building Improvements (defined below) and related permits and collect fees for such applications for areas of Caldwell Valley within the City’s ETJ, so that City has exclusive jurisdiction to regulate such building permits in City’s ETJ, to the extent allowed by applicable law. “Vertical Building Improvement” is defined as the construction or reconstruction of any above ground improvement (including, without limitation, any building or structure) or other development that exceeds twenty four inches (24”) in height, but expressly excludes all roads, drainage facilities and underground utilities.
2. For all other development within Caldwell Valley except for development of Vertical Building Improvements described in Article II Section 1 above, County shall serve as the authority to fulfill the provisions of the Caldwell Valley Development Standards, including the authority to act as the coordinating entity for the review and approval process of development applications within Caldwell Valley.

3. County shall accept all fully completed applications (except applications for Vertical Building Improvements) for review in accordance with this Agreement and the Caldwell Valley Development Standards, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").
4. Owner, in coordination with County, shall forward a courtesy copy of all Applications to the City.
5. County shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval. Streets shall be dedicated to the County at the appropriate time.
6. County shall approve any Application that complies with this Agreement and the Caldwell Valley Development Standards as they may be amended from time to time.
7. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities. Notwithstanding the foregoing Texas Commission on Environmental Quality ("TCEQ") shall have complete authority over the review and approval process of any wastewater treatment plant used to serve the Property.
8. Fire and emergency services shall be provided by the County or Emergency Services District No. 3.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Caldwell Valley shall be the responsibility of County and/or the applicable utility provider, as described by the Caldwell Valley Development Standards.
2. County approval and acceptance of subdivision infrastructure in Caldwell Valley shall be granted if it complies with this Agreement and the Caldwell Valley Development Standards.

IV. Maintenance of the Subdivision Infrastructure.

1. For those portions of the Property located in City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances. County shall not be responsible for the maintenance of stormwater drainage facilities or water and wastewater facilities located in the City's ETJ. The maintenance of all stormwater drainage facilities located in the City's ETJ shall be the responsibility of a municipal utility district ("MUD") or homeowners association ("HOA"), as applicable. The applicable utility provider shall be responsible for maintenance of water facilities and wastewater facilities and all other utility service facilities situated within Caldwell Valley.

2. Upon annexation of the Property into City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly dedicated and accepted roads including their related appurtenances, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly dedicated and accepted infrastructure.
3. County shall grant one or more easements to a MUD or HOA, as may be reasonably necessary, for purposes of maintaining, replacing or relocating drainage facilities located under public rights of way.

V. Development

1. Vesting. Development of Caldwell Valley shall be exclusively governed by, and Owner has vested authority to develop the Property in accordance with this Agreement, the Caldwell Valley Development Standards, the Approval Schedule and the applicable City requirements. Owner shall be deemed fully vested with all such rights beginning on the Effective Date of this Agreement. To the extent that any current or future County development regulations conflict with this Agreement or the Caldwell Valley Development Standards, this Agreement and the Caldwell Valley Development Standards shall prevail unless otherwise agreed by Owner. Vested rights under this Agreement shall not supersede mandated current or future state regulations and/or regulatory actions required by County to the extent such regulations and/or regulatory actions are intended to prevent imminent, foreseeable harm to human safety or property.
2. Development Rights. County agrees that it shall not, during the Term of this Agreement, impose: a) any moratorium on building or development of or within the Caldwell Valley subdivision if such building or development complies with this Agreement, or b) any land use or development regulation that limits density or timing of development approvals within Caldwell Valley. This section shall not apply to temporary actions by County that are required to prevent imminent, foreseeable harm to human safety or property.
3. Controlling Ordinances, Manuals, and/or Rules. County's rules and regulations related to subdivisions and development as they pertain to Caldwell Valley, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement, the Caldwell Valley Development Standards, Approval Schedule and applicable City requirements.
4. Parkland. County hereby acknowledges and agrees that Owner shall not be required to pay any parkland dedication fees to County. Dedication of parkland shall be performed pursuant to the Development Agreement.

VI. Miscellaneous.

1. General Administration. The Caldwell County Development Services Department Director or his or her representative shall be responsible for administering this Agreement on behalf of County.

2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
3. No Third Party Beneficiaries. Prior to or simultaneously with the installation of the drainage facilities, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.
4. Duration. The term of this Agreement shall be from the date it is formally and duly executed by the Parties until such time as the Development Agreement is no longer in effect for Caldwell Valley, or by a written termination of the Agreement signed by all of the Parties (the "Term").
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable as such enforcement or agreements affect land or areas outside the scope of this Agreement.
6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to each of the following:

(a) ***If to County:***

Bill Gardner (or his successors)
County Engineer
Caldwell County
1700 FM 2720
Lockhart, TX 78664
T: _____

(b) ***If to Owner:***

With copy to:
Walton Texas, LP, et. al.
c/o Walton Development & Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins
T: 512-347-7070

With copy to:

Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4000
Scottsdale, AZ 85251
Attention: Wayne G. Souza, General Counsel
T: 480-586-9203

and an additional copy to:

Steven C. Metcalfe
Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
T: 512-404-2209

Either Party shall have the right from time to time to change their respective address, and shall have the right to specify as its address any other address within the United States of America, by delivering at least five (5) days written notice to the other Party in accordance with the requirements of this Article 6, Section 6.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions of any real property comprising all or any portion of Caldwell Valley. The Parties recognize the Development Agreement, which was authorized pursuant to Chapter 212.172 of the Texas Local Government Code and executed by the City and Owner, governs the relationship between the Owner and City and may be modified from time to time. The Parties agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval process of subdivision applications in Caldwell Valley, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of County and Owner, or all the then current Owners of all portions of Caldwell Valley (other than the individual owners of developed lots); provided, however, an Owner of a portion of Caldwell Valley (other than an end-buyer of a fully developed and improved lot) and the County may amend this Agreement as it relates solely to such Owner's real property without the joinder of any other Owner provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Caldwell Valley. In addition, as long as the Primary Owner owns any land within Caldwell Valley, the Primary Owner and County may amend this Agreement without the joinder of any other landowner.

9. Assignment; Transferability.

- (a) Any Owner may assign its rights and obligations in and to this Agreement from time to time with respect to all or any portion of Caldwell Valley such Owner owns as of the date of the assignment to a purchaser of all or the respective portion of Caldwell Valley. Any such assignment must be in writing, must set forth the assigned rights and obligations of the assignor and assignee without purporting to modify or amend this Agreement (and any purported modification or amendment of this Agreement in such an assignment shall be ineffective unless it has been signed and executed by all necessary Parties in accordance with Article 6, Section 8) and must be executed by both the applicable Owner, as assignor, and the assignee. Owner shall provide County and Primary Owner notice of any and all such assignments, including a fully executed copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability, with respect to the part of Caldwell Valley so assigned, except as to any default that occurred prior to the effective date of the assignment. In the case of nonperformance by one Owner (in such capacity, a "Nonperforming Owner"), County may pursue all remedies against the Nonperforming Owner but will not impede development activities of any other Owner as a result of the Nonperforming Owner's nonperformance.
- (b) Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the County within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not own any portion of the Property, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.
- (c) County shall not assign this Agreement, in whole or in part.
- (d) Owner and Owner's assignees shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of County. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided County has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Owner by this Agreement; and County agrees to accept a cure offered by the lender as if offered by the defaulting Owner. A lender is not a Party to

this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

- (e) County shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.
- 10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Caldwell Valley and shall be binding on all future Owners of the real property comprising Caldwell Valley.
- 11. Additional Land. Any real property added to the Development Agreement shall automatically become subject to this Agreement without the necessity of any amendment or modification to this Agreement.
- 12. Interlocal Agreement. To the extent there is an Interlocal Agreement between the County and City, this Agreement shall be deemed a "subdivision agreement" thereunder.
- 13. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County
- 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 15. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

[Signature Pages Follow]

[COUNTY SIGNATURE PAGE]

"COUNTY":

CALDWELL COUNTY, TEXAS

By: _____
Jordan Powell, Assistant District Attorney

Date: _____

By: _____
Ken Schawe, County Judge

Date: _____

OWNER SIGNATURE PAGES]

“WALTON TEXAS” AND “INDIVIDUAL OWNERS”:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as an Owner of the Property on behalf of itself
and in its capacity as Operator authorized to enter into this
Agreement on behalf of all Individual Owners

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON CALDWELL RANCH”:

WALTON CALDWELL RANCH, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WCR DEVELOPMENT SUB”

WCR DEVELOPMENT SUB, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch Development GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Caldwell Ranch Development, LP,
a Delaware limited partnership,
its Manager

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON AUSTIN LAND”:

WALTON TX AUSTIN LAND LIMITED PARTNERSHIP,
an Alberta (Canada) limited partnership

By: Walton TX Austin Land Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON SILVER CROSSING”:

WALTON SILVER CROSSING LP,
an Alberta (Canada) limited partnership

By: Walton Silver Crossing Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON PREMIUM LAND”:

Walton Premium Land Management I GmbH & Co. KG,
a limited partnership formed pursuant to the laws of the Federal Republic of Germany

By: Walton Europe Verwaltungs GmbH,
its General Partner

By: _____

Name: _____

Its: Authorized Signatory

EXHIBIT "A"

Property Description

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE THOMAS YATES SURVEY, ABSTRACT 313 SITUATED IN CALDWELL COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO CALDWELL 405, LP, A TEXAS LIMITED PARTNERSHIP, EXECUTED ON OCTOBER 24, 2006 AND RECORDED IN VOLUME 478, PAGE 742 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID TRACT BEING 380.2 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the south right-of-way line of State Highway No. 21 at the northwest corner of said Caldwell 405, LP tract, being also the northeast corner of that certain called 13.022 acre tract of land described in a deed to Jack Turner, recorded in Volume 404, Page 279 of the Deed Records of Caldwell County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described

380.2 acre tract of land;

THENCE, with the north line of said Caldwell405, LP tract, the following three (3) courses and distances, numbered 1 through 3,

1. Also being with the south line of said State Highway No. 21, N60°33'51 "E, a distance of 1412.88 feet to an iron rod found,
2. Also being with the south line of said State Highway No. 21, N65°12' 57"E, a distance of 483 .63 feet to an iron pipe found, and
3. Also being with the south right-of-way line of County Road No. 227, N65°44'15"E, a distance of 3736.30 feet to an iron pipe found at the northeast corner of said Caldwell 405, LP tract, being also at the intersection of the south right-of-way line of said County Road No.227 and the west Right-of-way line of F.M. Highway No. 2720, for the northeast corner of the herein described tract;

THENCE, with the east line of said Caldwell405 LP tract, being also the west right-of-way line of said F.M. Highway No. 2720, S42°12'50"E, a distance of 1758.42 feet to an iron rod found at the most easterly southeast corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 100 acre tract of land described in a deed to Leona Jo Schaeffer and Clifton N. Schaeffer, recorded in Volume 128, Page 294 of the Deed Records of Caldwell County, Texas, for the most easterly southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said F.M. Highway No. 2720, with the south line of said Caldwell 405 LP tract, being also the north line of said Schaeffer tract, S47°34'05"W, a distance of 2482.54 feet to an iron rod found at the northwest corner of said Schaeffer tract, being also an interior corner of said Caldwell 405 LP tract;

THENCE, with an east line of said Caldwell 405 LP tract, being also the west line of said Schaeffer tract, S42° 19'47"E, a distance of 619.99 feet to an iron rod found at the most southerly southeast

corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 60.35 acre tract of land described in a deed to Roland R. Holz, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Holz tract, S47°39'14"W, a distance of 707.05 feet to an iron rod found at the northwest corner of said Holz tract, being also the northeast corner of that certain called 60.35 acre tract of land described in a deed to Florence M. Holz Vickery, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Vickery tract, S47°30'41"W, a distance of 701.29 feet to an iron rod found at the northwest corner of said Vickery tract, being also the northeast corner of that certain called 80.46 acre tract of land described in a deed to William Walter Holz, recorded in Volume 378, Page 47 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwe11 405 LP tract, S47°35'29"W, a distance of 1,565.19 feet to a point that is 3.5 miles from the May, 2011 San Marcos city limit;

THENCE, departing the boundary of the Caldwell 405 LP, through the interior of the Caldwell 405 LP tract, being also common with the May, 2011 San Marcos 3.5 mile ETJ boundary, N 42°14'48"W, a distance of 1481.78 feet to a point 3.5 miles from the San Marcos city limit and 0.5 miles from the May, 2011 Uhland city limit;

THENCE, along the arc with a chord bearing N86°54'39"E, and a distance of 558.72 feet having a radius of 2640.00' and a total length of 559.76 common with the Uhland 0.5 mile ETJ and the San Marcos ETJ as established in May, 2011 to the south west boundary of the Caldwell405 LP tract;

THENCE, with the southwest line of said Caldwell 405 LP tract, being also the east line of said Mattox tract, N29°29'14"W, a distance of 70.54 feet to an iron rod found at the northeast corner of said Mattox tract, being also the southeast corner of said Turner tract;

THENCE, continuing with the west line of said Caldwell 405 LP tract, being also the east line of said Turner tract, the following two (2) courses and distances, numbered 1 and 2,

1. N 19°22' 19"W, a distance of 680.44 feet to an iron rod found, and
2. N33°54'21"W, a distance of 1492.54 feet to the POINT OF BEGINNING and containing 380.2 acres of land.

EXHIBIT "B"

Caldwell Valley Development Standards

[See attached]

**CHAPTER 1 OF
CALDWELL VALLEY DEVELOPMENT STANDARDS**

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ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of this Chapter 1 is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley. Furthermore, this Chapter 1 is to regulate the filing for record of Subdivision plats and to establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of this Chapter 1 by a court of competent jurisdiction, all other provisions of this Chapter 1 shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in this Chapter 1.

ARTICLE II

DEFINITIONS

Any office referred to in this Chapter 1 by title means the person employed or appointed by City or County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices or as defined in the Development Agreement. For the purpose of this Chapter 1, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under this Chapter 1.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the person or entity engaged by County to serve in the capacity of County’s chief administrative officer.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or Lot number or symbol on a duly approved Subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system for Temporary Housing.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley, into two or more Lots or sites for the purpose of sale, financing or building construction, including re-Subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with this Chapter 1;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in this Chapter 1;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with this Chapter 1. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the “Parks, Trails and Open Space Plan” from the Caldwell Valley Development Agreement.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of this Chapter 1.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV

EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of this Chapter 1 if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than five (5) acres, (ii) have access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. If County exempts a parcel from the requirements to plat, County shall certify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator or County Engineer may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator or County Engineer to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Chapter 1 would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Chapter 1.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.

4. If the variance request complies with the requirements of Section B of this Article, County Engineer shall approve such variance request.
5. A request for variance to the County Commissioners Court shall be submitted to County Administrator no later than fifteen (15) working days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is granted.
7. Denial of a variance by County Engineer may be appealed to the County Commissioners Court for consideration.

D. FEES

Each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 24"x 36" copies of the Preliminary Plat and ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat.
2. All submissions to County pursuant to this Chapter 1, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family Lots and respective acreage within the proposed Subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of owner, and developer or Applicant if not owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat; and
13. name of parent survey and acreages.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than ten foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be

established by an engineering study provided by an Engineer working on behalf of the Applicant;

4. any Subdivision containing the 100 year Floodplain shall be marked on the plat the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain; and
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality (“TCEQ”) in 30 Texas Administrative Code 213.3 “Regulations”) and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the roads shall be the responsibility of the County in which the roads are constructed;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with this Chapter 1;
5. names of all streets; and
6. indicate the pavement widths planned for each right of way.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.

2. For Temporary Housing if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;
 - ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
4. Minor deviations are those items not listed as revisions under Article VI H.3.
5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Preliminary Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by this Chapter 1.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and this Chapter 1
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 18" x 24" copies of the Final Plat and three (3) copies of complete construction plans to County Administrator.
2. Submissions to County pursuant to this Chapter 1 shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated; description of monument used to mark all boundary, Lot and

block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. dimension of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association; and
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre.
2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
3. Building in the floodway is prohibited.
4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets; and
 - v. the County in which the streets are constructed shall be responsible for maintenance in accordance with the applicable regulations.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
 - i. three (3) copies of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;
 - vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of

manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;

- viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of five (5) foot intervals in terrain with a slope of five (5) percent or more and on a basis of one (1) foot intervals in terrain with a grade less than five (5) percent.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.

2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.
3. The Applicant shall either:
 - i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
 - ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.
4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:
 - i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
 - ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
 - iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.
2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by this Chapter 1.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area to be re-platted.
3. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by this Chapter 1.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ - Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ - Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾
13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'

14	Flag lot width ⁽⁵⁾ – Minimum	-	15'	15'	15'	15'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

⁽¹⁾ Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.

⁽²⁾ Two streets intersecting another street from the same side – does not apply on divided road without median opening.

⁽³⁾ The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.

⁽⁴⁾ For instances when an access easement is provided for all flag lots in question.

⁽⁵⁾ For a single lot when no access easement is provided.

⁽⁶⁾ The Street ROW Width Minimum will increase 5 feet per bike lane added.

⁽⁷⁾ The Street Paving Width Minimum will increase 5 feet per bike lane added.

⁽⁸⁾ No single-family driveways are permitted on Arterials.

2. All streets shall be named. Naming and addressing of all streets shall be coordinated through the County 911 addressing program.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved

Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.

2. The Applicant shall pay an inspection fee to County to inspect the applicable wastewater, drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with this Chapter 1. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer in compliance with TCEQ regulations governing municipal utility districts' issuance of bonds.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with this Chapter 1.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Chapter 1 requirements; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with this Chapter 1, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18"; and 12" under private streets. Drainage structures shall be backfilled in accordance with City of Austin Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There may not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.

3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Dives (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets in the Subdivision, the design Engineer shall issue a letter to the Entity stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. City Engineer shall reject such improvements if the improvements fail to comply with the standards and specifications contained herein. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of this Chapter 1, the County Commissioners Court may proceed to enforce the guarantees provided for in this Chapter 1.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.

2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.
3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets with the intent to create gated communities.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth of 24 inches.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI

WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley shall be served by an onsite wastewater treatment plant and collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII

LOT DIMENSIONS

Caldwell Valley Design Standards

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20/20	5	10	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5	4
Urban Density Residential	2,000	25	80	24.0	5	0	5	4
Civic	8,000	80	100	na	20	10	15	15

A. LOW DENSITY RESIDENTIAL

A minimum of ten percent (10%) of the low-density classification will be lots no smaller than 7,000 square feet with a minimum lot width of 65' and minimum lot depth of 110'.

ARTICLE XIII

LANDSCAPING, LIGHTING AND SIGNS

A. GENERAL REQUIREMENTS

1. Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded. Lighting must otherwise conform to City's lighting ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
2. Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions. Landscaping must otherwise conform to City's landscaping ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
3. Signs: Signs must conform to City's sign ordinance in effect one hundred twenty (120) days after the Effective Date of the Caldwell Valley Development Agreement.

EXHIBIT "C"

APPROVAL SCHEDULE

Section 1. Preliminary Plats

Section 1.01 County Administrator shall promptly deliver an application for preliminary plat approval to County Engineer for review no later than five (5) calendar days after the application is filed with County.

Section 1.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 1.03 County Engineer shall review the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan. County Engineer shall deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 1.04 An applicant may file with County Engineer an update to an application to address County comments for preliminary plat approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 1.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 1.06 After County Engineer approves the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan, County Administrator shall schedule the preliminary plat for approval at the next regularly scheduled County Commissioners Court meeting.

Section 1.07 County Commissioners Court shall approve a preliminary plat that complies with the Caldwell Valley Development Standards and the Concept Plan within thirty days (30) after the preliminary plat is approved by County Engineer.

Section 2. Final Plats & Construction Plans

Section 2.01 County Administrator shall promptly deliver applications for approval of final plats and construction plans to County Engineer for review no later than five (5) calendar days after an application is submitted to County.

Section 2.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 2.03 County Engineer shall review all final plats and construction plans as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 2.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 2.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 2.06 County Administrator shall schedule an application for plat approval by County Commissioners Court at the next regularly scheduled County Commissioners Court meeting after:

(a) County Engineer approves the plat as to its conformity with the Caldwell Valley Development Standards and its general conformance with the preliminary plat; and

(b) Owner of the land included in the proposed plat signs the plat and each Owner's signature is acknowledged.

Section 2.07 County Commissioners Court shall approve a plat that complies with the Caldwell Valley Development Standards and the preliminary plat within thirty days (30) after the plat is approved by County Engineer.

Section 2.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

Section 3. Vacation of Plats, Replats and Amendment of Plats

Section 3.01 County Administrator shall promptly deliver an application for vacation of plats, replats and amendment of plats to County Engineer no later than five (5) calendar days after the application is filed with County.

Section 3.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 3.03 County Engineer shall review the application as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written

comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 3.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 3.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 3.06 Upon County Engineer's approval of an application for vacation of plats, replats, or amendment of plats, County Administrator shall schedule an application for approval at the next regularly scheduled County Commissioners Court meeting.

Section 3.07 County Commissioners Court shall approve an application for vacation of plats, or replats or amendment of plats that comply with the Caldwell Valley Development Standard within thirty days (30) after the vacation of plats, replats, or amendment of plats are approved by County Engineer.

Section 3.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

E.2. DRAINAGE DESIGN CRITERIA

- A) Caldwell County drainage policy shall govern the planning and design of drainage infrastructure subject to the jurisdiction of this ordinance. Notwithstanding, all designs shall be in accordance with sound engineering practices and shall not necessarily be limited to minimum criteria when it is deemed by the County Engineer to be necessary for the welfare or safety of the public to implement more stringent requirements or criteria.
- B) Drainage design sheets shall indicate channel or water course cross-sections at sufficient spacing, scale and dimension to adequately determine or delineate the water surface profile, velocity, and other necessary parameters of the design flow under consideration.
- C) Drainage design calculations shall be presented legibly and with a clear and logical progression on the plan sheets or in a separate report document.
- D) Hydrologic Methods – Hydrologic design procedures used to calculate stormwater flow rates must be consistent when drainage areas are combined. In all cases, the hydrologic method required for the largest drainage area shall be used for all sub-watersheds. Hydrologic design procedures shall conform to the following methods where appropriate:
- 1) The Rational Method may be used for drainage areas not exceeding one hundred (100) acres.
 - 2) The U.S. Corps of Engineers hydrologic model HEC-HMS or the Soil Conservation Service (now NRCS) model SCS TR-20 shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres.
- E) Hydraulic Methods – Hydraulic design procedures used to calculate water surface elevations, flow velocities, energy grade lines or other hydraulic parameters shall conform to the following methods where appropriate:
- 1) Manning's Equation may be used for computing normal depths for steady flows confined to uniform channels with free surface flow.
 - 2) The riverine hydraulics program HEC-RAS Flood Plain Hydraulics, developed by the US Army Corps of Engineers, or WSP2 (Water Surface Profile 2), developed by the Soil Conservation Service, shall be used for analysis of non-uniform flow and of backwater profiles.
 - 3) StormCad, developed by Bentley Systems, or Hydraflow Storm Sewers, developed by Autodesk shall be used for design of storm sewer systems.
 - 4) Alternative hydraulic analysis methodologies including multi-dimensional and/or unsteady flow models for open channel flow or alternative storm sewer analysis methodologies may be allowed subject to prior approval by the County Engineer.
- F) Drainage plans shall show the design in plan and profile on the same sheet and shall have a scale ratio no larger than 1" = 50' horizontal to 1" = 5' vertical.
- G) The maximum allowable flow velocity in open channels for the 100-year frequency storm is six feet (6') per second. The minimum allowable flowline slope in open channels is one (1) percent. Use of a concrete low

flow inset channel allows a minimum flowline slope of 0.5%. Alternative design values may be acceptable subject to review and approval by the County Engineer.

- H) Channel sideslopes may not be steeper than 3:1 (H:V) unless provided with structural or other measures designed by a qualified engineer to assure slope stability.
- I) The engineer must take care to insure open channel flow designs provide adequate freeboard to accommodate hydraulic jumps which may occur in the channel when considering the 25- and 100-year storms.
- J) For non-curbed streets, all flows shall be contained within parallel roadside ditches. Concrete or rock retards shall be used when design velocities exceed five feet (5') per second. Roadside drainage ditches without a protective lining shall have an established vegetative cover.
- K) Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of TxDOT standards.
- L) For bridges and culverts constructed on streets in urban or rural subdivisions serving residential properties, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than twelve (12") inches. For bridges and culverts constructed on streets other than in residential neighborhoods, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than six (6") inches.
- M) Where a floodplain delineation is required, its determination shall be based on the projected full development of all properties contributing to the point of consideration assuming no flood detention. The design engineer may elect to incorporate the flow reduction benefits of upstream flood detention subject to the following required field and hydrologic investigations:
 - 1) a field survey of the existing physical characteristics of both the outlet structure and ponding volume of upstream flood detention facilities.
 - 2) a comprehensive, spacially and temporally accurate hydrologic analysis of contributing hydrographs.Approval of flow reductions associated with upstream detention are subject to review and approval by the County Engineer.
- N) The design engineer may elect to utilize a floodplain delineation previously approved by the County Engineer, assuming the same is still applicable under present requirements and criteria. In so doing, the engineer does not remove himself from responsibility for the delineation's accuracy.
- O) A drainage area of 64 acres or greater is required within a contributing watershed to create a "floodplain". For areas of flow with less than 64 acres of contributing area, no floodplain must be defined; however, with regard to the drainage design criteria presented herein, any concentrated flow shall be contained in a dedicated drainage easement.
- P) Drainage easements shall provide additional width necessary to allow safe ingress and egress for maintenance activities and equipment.
- Q) All new bridges shall be designed to convey a 100-year frequency storm. The water surface profile elevation shall not exceed the low chord elevation of the bridge structure.

-
- R) The 25-year hydraulic grade line shall be at or below the gutter line and shall in no case surcharge back through an inlet or inlets.
 - S) All storm sewers, inlets, manholes or junctions shall be designed in accordance with Texas Department of Transportation hydraulic criteria.
 - T) Headwalls, wing-walls, ditch checks, inlets or other drainage structures shall be designed in accordance with Texas Department of Transportation standards.

F. APPENDIX F – EROSION AND SEDIMENT CONTROL REQUIREMENTS

- A) Minimum requirements for temporary and permanent erosion control design for site and subdivision projects shall be as follows:
 - 1) The temporary (construction-phase) erosion control plan shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage to adjoining property.
 - 2) The permanent erosion control plan shall be sufficient to:
 - a) Permanently stabilize all disturbed areas with vegetation, including slopes and embankments.
 - b) Prevent erosion at culvert and storm sewer outlets, at bridges, and within channels through use of energy dissipaters, rip-rap, level spreaders, vegetative channel treatments, erosion resistant structural linings or gabions; erosion control blankets, retards or drop structures both during and after the vegetation re-establishment period.
 - c) Protect the integrity of structural improvements including prevention of ongoing sedimentation of drainage structures, channels, and roadside drainage ditches.
- B) Stormwater discharges from all land development projects must conform to the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act which is administered through the U. S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality. Based on construction scope and total acreage of disturbed soil area, requirements may include compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan (SWPPP), and construction start and completion notifications.
- C) Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside ditches on steep slopes. Retards shall be designed to reduce flow velocities to a non-erosive level and to prevent storm flows from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

(ALL OTHER AGENDA ITEMS)

2015.09.28.07 Discussion/Action
regarding the burn ban for Caldwell
County. **Cost: None. Speakers: Judge**
Schawe/Martin Ritchey. Backup:
None.

2015.09.28.08 Discussion/Action to publicly open and read bids submitted for construction of the following three county roads: Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) and to request Jones & Carter and TX DOT staff to review the bid packages and report back to the Commissioners Court. **Cost: None. Speakers: Judge Schawe/Michael Aulick. Backup: 1.**

CALDWELL COUNTY SH 130 CONCESSION FUND PROJECTS

Background

In 2013, TxDOT awarded \$10 million in SH 130 Concession Funds to Caldwell County for roadway improvement projects related to the construction of SH 130. In 2014, the Commissioners Court selected four county road improvement projects (**Old Fentress Rd., Westwood Rd., Schuelke Rd. and Cherryville Pkwy.**) and two future roadway feasibility and alignment studies (**Yarrington Rd. and FM 150 extensions**) and submitted them to TxDOT for approval.

In August 2014, the Texas Transportation Commission approved the list of all six County requested projects, as shown in **Exhibit A**. In September 2014, TxDOT gave the County the go ahead on the four county road projects. Caldwell County solicited proposals for an engineering consultant to design the roads. In late December 2014, the Commissioners Court selected Jones|Carter to do the design and manage construction of the four county roadways.

Current Status - September 9, 2015

Jones|Carter has completed the design of three roads (**Old Fentress Rd., Westwood Rd., and Cherryville Pkwy.**) and on August 28 the Commissioners Court approved seeking bids for construction. Bids are due to the County on September 28 and will be opened at the Court meeting. The bids will be reviewed by Jones|Carter and TxDOT for completeness and accuracy in October. It is expected that the Commissioners Court will award the construction contract to the lowest bidder who meets all requirements and that construction should begin in November. Construction is expected to take 6 months. No additional right-of-way is required since the project improves roadway pavement and roadside safety. The new paved roads will be 20 feet wide, the same width as the existing roadway.

The engineering design for **Schuelke Rd.** is 60% complete. When design is complete, it will be bid for construction in a separate contract.

The feasibility and alignment studies for the **Yarrington Rd. and the FM 150 extensions** will be started later this year or early in 2016.

TEXAS TRANSPORTATION COMMISSION

TRAVIS County

MINUTE ORDER

Page 1 of 2

AUSTIN District

Transportation Code, §228.012 requires the Texas Department of Transportation (department) to create a separate account in the state highway fund to hold payments received by the department under a comprehensive development agreement and the surplus revenue of a toll project or system.

The department is required to create subaccounts in the account for each project, system, or region, and to hold money in a subaccount in trust for the benefit of the region in which a project or system is located. Interest earned on money in a subaccount shall be deposited to the credit of that subaccount.

The department has created subaccounts in the state highway fund to hold the payments received from the SH 130 Concession Company, LLC under the SH 130, Segments 5&6 Facility Concession Agreement for the right to develop, finance, design, construct, operate, and maintain the SH 130, Segments 5&6 toll project from US 183 in Travis County to I-10 in Guadalupe County (SH 130 Payments). Selection of projects to be financed using those funds shall be made by the department, subject to Texas Transportation Commission (commission) concurrence. The projects are to be selected in a cooperative selection process which considers the desires of the cities and counties in which the project is located.

Pursuant to Transportation Code, §228.012, the SH 130 payments may be used to pay the costs of a transportation project or air quality project within a region in which any part of the SH 130 toll project is located. Money must be allocated to projects authorized by Transportation Code, §228.0055 or §228.006, as applicable. An air quality project is a project or program of the department or another governmental entity that the commission determines will mitigate or prevent air pollution caused by the construction, maintenance, or use of public roads.

The department has established work programs to account for and track projects in the Austin and San Antonio Districts that are to be funded with the SH 130 payments. Minute Order 113487 dated February 28, 2013, allocated \$127,000,000 of those funds to programs and projects in the Austin and San Antonio Districts, of which \$10,000,000 was allocated to Caldwell County. On June 23, 2014, the Caldwell County Commissioners Court approved a list of projects to be funded with the Caldwell County allocation, which is shown in Exhibit A. The department reviewed the potential air quality benefits of the proposed projects and found that the projects will mitigate air pollution caused by the use of public roads, either through reduced emissions or improved mobility.

IT IS THEREFORE ORDERED by the commission that it concurs with the projects shown in Exhibit A that have been selected by Caldwell County to be funded with the SH 130 payments, and approves the placement of those projects in the work program with CONSTRUCT authority, to be developed consistent with applicable state and federal laws, regulations, and procedures. Pursuant to the findings of the department, the commission determines that the projects shown in Exhibit A are air quality projects that will mitigate or prevent air pollution caused by the construction, maintenance or use of public roads, and are therefore eligible to be funded with the SH 130 payments.

IT IS FURTHER ORDERED that additional projects or changes in the distribution of the SH 130 payments as shown in Exhibit A will be approved by the commission through updates to the department's Unified Transportation Program.

TEXAS TRANSPORTATION COMMISSION

TRAVIS County

MINUTE ORDER

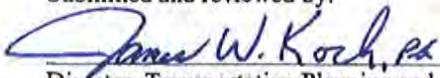
Page 2 of 2

AUSTIN District

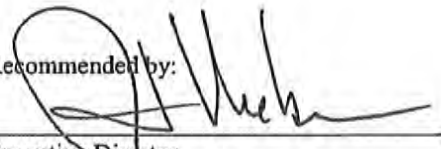
IT IS FURTHER ORDERED that, unless otherwise approved by the commission, all direct costs associated with these projects for which federal and state funds have not been allocated shall be charged to this work program, including the costs of right of way acquisition, preliminary engineering, and construction engineering, and the costs of department staff incurred in the development, procurement, and construction of the projects.

IT IS FURTHER ORDERED that the department shall annually provide the commission a report describing the status of projects in the work programs.

Submitted and reviewed by:


Director, Transportation Planning and Programming

Recommended by:


Executive Director

114035 AUG 20 14

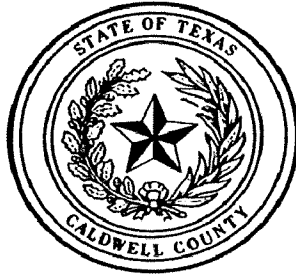
Minute
Number

Date
Passed

EXHIBIT A

Caldwell County Projects to be funded with SH 130 Concession Payments

Roadway Name	From	To	Proposed Improvement	Preliminary Cost Estimates
Old Fentress Road/ CR 217	SH 130	FM 20	Upgrade and repave 2-lane county roadway	\$700,000
Westwood Road/ CR 215	FM 20	2.1 miles SE of FM 20	Pave unpaved portion of 2-lane county roadway	\$3,000,000
Schuelke Road/ CR 222	SH 21	SH 130	Upgrade and repave 2-lane county roadway	\$4,500,000
Cherryville Parkway	SH 80	0.8 mile N of SH 80	Pave unpaved portion of 2-lane county roadway	\$800,000
Yarrington Road Extension	SH 21	SH 130	Conduct feasibility study for new location roadway	\$500,000
FM 150 Extension	SH 21	SH 142	Conduct feasibility study for new location roadway	\$500,000
CALDWELL COUNTY SH 130 CONCESSION FUNDING TOTAL				\$10,000,000



PUBLIC NOTICE
CALDWELL COUNTY
INVITATION FOR BIDS

Caldwell County will be accepting sealed bids for:

Construction of the following three county roads:
Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110)

Sealed bids marked: "CSJ 0914-22-064, etc. Bid Opening September 28, 2015 at 9:00 AM"

will be received by Caldwell County at:

Caldwell County Courthouse
Attn: Commissioner Alfredo Munoz
110 South Main Street, Room 303
Lockhart, Texas 78644

until 9:00 AM, local time, on Monday, September 28, 2015 at which time and place the bids will be publicly opened and read.

To submit proposals for this contract, prospective bidders shall, on Monday, September 28, 2015, meet the following requirements: (1) be qualified via "Confidential Questionnaire" by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the ninety (90) day grace period for the preparation of a new qualification statement, or have submitted the Confidential Questionnaire and have it on file with TxDOT at least ten (10) days prior to the date proposals are to be opened; (2) be registered with the State of Texas; and (3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.

Plans, specifications, and bidding documents for pre-qualified bidders and interested non-bidders may be secured from CivCast's website (www.civcastusa.com) beginning Sunday, September 6, 2015.

Bid security in the amount of not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and payment bonds will be required as stated in the bidding documents.

Caldwell County is an affirmative action/equal opportunity employer.

Any bid may be withdrawn prior to the above-scheduled time and date for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.

Issued by order of the Caldwell County Commissioners Court on Friday, August 28, 2015.

2015.09.28.09 Discussion/Action to start a process to select roadway improvement projects funded by **\$896,518** in allocated Federal STP MM funds for approval by the CAMPO Board. **Cost: TBD. Speakers: Commissioner Munoz/Michael Aulick. Backup: 1.**

DRAFT - 9/18/15

To: Caldwell County Commissioners Court
From: Michael Aulick, Aulick and Associates, LLC
Re: Discussion/Action to select projects for STP MM funding for CAMPO Board Approval
Date: September 21, 2015

Judge Schawe and Commissioners,

I recommend that the Commissioners Court proceed to pick projects for the **\$896,518 in** Federal STP MM funds allocated by CAMPO to Caldwell County. The non-federal match (20% of total) required would be **\$224,130** (Total = \$1,120,648). The match can be provided by the County, TxDOT or by using Transportation Development Credits (TDCs) approved by CAMPO.

Background

In December 2011, CAMPO allocated **\$1,696,518** in STP MM federal funds (\$2,120,648 total) to Caldwell County based on its proportional share of the total CAMPO area population, with the provision that any projects picked by Caldwell County be subject to approval by the CAMPO Board, as is the case for all STP MM funded projects.

On August 26, 2013 the Caldwell Commissioners Court adopted a resolution requesting that CAMPO approve the reallocation of **\$800,000** of Caldwell County's allocated STP MM federal funds to Hays County for the use on the FM 110 project which would run in both counties. The CAMPO Board approved that allocation at its October 14, 2013 meeting. After that action, Caldwell County retains **\$896,518** in allocated STP MM federal funds.

Also in December, 2011 the CAMPO Board adopted a resolution that stated that additional funding up to a total of **\$5 million** may be approved by the CAMPO Board for Caldwell County. The potential additional amount would be **\$3,303,482** in federal funds, given the **\$1,696,518** approved amount.

At its March 17, 2014 meeting, based on a Caldwell County request, the CAMPO Board approved **\$2.8 million** of CAMPO SH 130 TxDOT state concession funds to supplement previously approved funding for the US 183 project in Lockhart. That brings to **\$4,496,518** the total federal and state funds allocated to Caldwell County.

Conclusion

I have requested that TxDOT staff suggest high priority projects in Caldwell County on the state highway system that could use the **\$896,518** in federal STP MM funds. There are also priority County road projects that need funding. Please let me know if you have any questions.

RECOMMENDATION: That on September 28 the Commissioners Court take action to start a process to select roadway improvement projects funded by **\$896,518** in allocated Federal STP MM funds for approval by the CAMPO Board.

2015.09.28.10 Discussion/Action to designate a day of the week on which the Commissioners Court shall convene in a regular term each month during the fiscal year as required by section 81.005 (a) of the Local Government Code. **Cost: None. Speaker: Judge Schawe. Backup: 1.**



11-2015

AN ORDER BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ESTABLISHING THE REGULAR TERM OF THE COMMISSIONERS COURT AND THE REGULARLY SCHEDULED MEETING DAYS OF THE COMMISSIONERS COURT IN THE MANNER PROVIDED BY THE PROVISIONS OF CHAPTER 81, AS AMENDED, LOCAL GOVERNMENT CODE; AND OTHER MATTERS IN CONNECTION THEREWITH:

WHEREAS, the Commissioners Court (the Court) of Caldwell County, Texas (the County) hereby finds and determines that the fiscal year 2015/2016, the Court shall convene on the second Monday of each month in the Regular TERM of the Court, all as provided by the provisions of Section 81.005, as amended, Local Government Code;

WHEREAS, the Court hereby finds and determines that the regular term of the Court may continue for one week, but may be adjourned earlier if the Court's business is completed;

WHEREAS, the Court hereby finds and determines that the Court shall convene on regularly scheduled meeting days on the second and fourth Mondays of each month during the fiscal year 2015/2016;

WHEREAS, the Court hereby finds and determines that the regular term and the regularly scheduled meeting days of the Court shall be in the Caldwell County Courthouse during fiscal year 2015/2016, all as provided by the provisions of Section 81.006, as amended, Local Government Code;

WHEREAS, the Court hereby finds and determines that establishing the regular term and regularly scheduled meeting days of the Court are in the best interest of the citizens of the County; now, therefore,

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

SECTION 1: The Court designates the second Monday of each month during fiscal year 2015/2016 as the regular term of Court. If the second Monday of the month shall be a local, state, or federal holiday, the regular term of court shall commence on the next business day that is not such a holiday.

SECTION 2: The Court designates the fourth Monday of each month during fiscal year 2015/2016 as regular scheduled meeting days of the Court. If the fourth Monday of the month is a local, state, or federal holiday, then the Court shall convene on the next business day that is not such a holiday.

SECTION 3: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordained herein.

SECTION 4: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 7: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Revised Civil Statute Annotated Article 625217, as amended.

SECTION 8: This Order shall be in force and effect from and after its final passage, and it is so ordered.

PASSED AND ADOPTED on the 28th of September 2015, Caldwell County Texas.

Ken Schawe, County Judge

Alfredo R. Muñoz, Commissioner Precinct One

Eddie, Moses Commissioner Precinct Two

Neto Madrigal, Commissioner Precinct Three

Joe Ivan Roland, Commissioner Precinct Four

ATTEST:

Carol Holcomb, County Clerk

2015.09.28.11 Discussion/Action to consider procedures and nominations for the Caldwell County Appraisal District directors. **Cost: None. Speakers: Judge Schawe/Mary LaPoint. Backup: 1.**

CALDWELL COUNTY APPRAISAL DISTRICT

DATE: August 18, 2015
TO: Taxing Unit Presiding Officers
FROM: Mary LaPoint, Chief Appraiser
RE: Nomination of Appraisal District Directors

Dear Members:

Nominations for directors of the Caldwell County Appraisal District for the 2016-2017 term are to be submitted to the chief appraiser on or before October 15, 2015. Each taxing unit may nominate one candidate for each position to be filled. All five positions are available for selection, therefore, each unit may nominate up to five candidates.

A director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office, and must not have delinquent property taxes. An employee of a taxing unit is not eligible to serve as a director unless the employee is also an elected official.

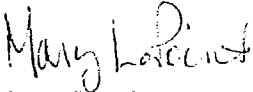
The presiding officer of the taxing unit submits the names and addresses of the nominees by written resolution to the chief appraiser by October 15, 2015. Names submitted after this date will not be listed on the ballot. The resolution must be adopted by majority vote of your taxing unit's governing body. Each unit will then receive a ballot before October 30, 2015.

Enclosed you will find the voting entitlement for each of the voting taxing units. Please submit nominees only at this time.

I have enclosed a document outlining the steps in the selection process and a copy of the Property Tax Code regarding eligibility

Please call on me if you have any questions about the selection process.

Sincerely,



Mary LaPoint
Chief Appraiser

Encl; Vote allocation
Process letter
Tax Code §6.03 & §6.035



610 San Jacinto Street
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

CALDWELL COUNTY APPRAISAL DISTRICT
VOTE ALLOCATION FOR BOARD OF DIRECTORS SELECTION 2016-2017 TERM

TAXING UNIT	2014 TAX LEVY	/	ALL LEVIES	=	Quotient	X	1000	=	Product	X	# Members	=	ROUNDED	
													VOTES	VOTES
CALDWELL COUNTY	\$13,079,837.74	/	\$41,345,182.16	=	0.316357	X	1000	=	316.4	X	5	=	1581.8	1582
CITY LOCKHART	\$3,511,079.79	/	\$41,345,182.16	=	0.08492113	X	1000	=	84.9	X	5	=	424.6	425
CITY LULING	\$922,465.06	/	\$41,345,182.16	=	0.02231131	X	1000	=	22.3	X	5	=	111.6	112
CITY MARTINDALE	\$253,306.52	/	\$41,345,182.16	=	0.00612663	X	1000	=	6.1	X	5	=	30.6	30
CITY MUSTANG RIDGE	\$90,199.91	/	\$41,345,182.16	=	0.00218163	X	1000	=	2.2	X	5	=	10.9	11
CITY NIEDERWALD	\$14,196.26	/	\$41,345,182.16	=	0.00034336	X	1000	=	0.3	X	5	=	1.7	2
CITY OF SAN MARCOS	\$99,077.30		\$41,345,182.16		0.00239634	X	1000	=	2.4	X	5	=	12.0	12
CITY OF UHLAND	\$22,680.29		\$41,345,182.16		0.00054856	X	1000	=	0.5	X	5	=	2.7	3
LOCKHART ISD	\$15,088,277.91	/	\$41,345,182.16	=	0.36493437	X	1000	=	364.9	X	5	=	1824.7	1825
LULING ISD	\$4,650,192.98	/	\$41,345,182.16	=	0.11247243	X	1000	=	112.5	X	5	=	562.4	562
PRAIRIE LEA ISD	\$1,010,844.50	/	\$41,345,182.16	=	0.02444891	X	1000	=	24.4	X	5	=	122.2	122
HAYS ISD	\$400,568.29	/	\$41,345,182.16	=	0.00968839	X	1000	=	9.7	X	5	=	48.4	48
GONZALES ISD	\$250,084.26	/	\$41,345,182.16	=	0.00604869	X	1000	=	6.0	X	5	=	30.2	30
SAN MARCOS ISD	\$1,744,766.45	/	\$41,345,182.16	=	0.04219999	X	1000	=	42.2	X	5	=	211.0	211
WEALDER ISD	\$184,308.27	/	\$41,345,182.16	=	0.00445779	X	1000	=	4.5	X	5	=	22.3	22
AUSTIN COM COLLEGE	\$23,296.63		\$41,345,182.16	=	0.00056347	X	1000	=	0.6	X	5	=	2.8	3
TOTAL	\$41,345,182.16		\$41,345,182.16										5000	5000

* = Not including Plumcreek Conservation and Plumcreek Underground
Caldwell-Hays ESD1, Gonzales UWD, Caldwell ESD2

* = Only Levy within Caldwell County PTC 6.03d

STEPS IN THE VOTING PROCESS TO ELECT DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT

- 1 Chief appraiser delivers written notice of nominations process and voting entitlement before October 1st to:
 - County Judge
 - County Commissioners
 - Mayors
 - City Managers
 - City Secretaries (if no city manager)
 - School Board Presidents
- 2 Governing body adopts resolution nominating from one to five candidates for directors.
- 3 Presiding officer of governing body submits the resolution naming the unit's nominees to the chief appraiser not later than October 15, 2015.
- 4 Chief Appraiser delivers ballot to the presiding officer of each governing body before October 30, 2015.
- 5 Governing body determines its vote by resolution and submits it to the chief appraiser not later than December 15, 2015.
- 6 Chief appraiser counts the votes, declares the five candidates who receive the most votes elected, and submits the results to the governing bodies and the candidates before December 31, 2015.

9177 (Tex. App.—Amarillo 2005).

TAX LAW

•State & Local Taxes

••Real Property Tax

Where a mineral lease crossed county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest;

its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hochley County Appraisal Dist.*, 178 S.W.3d 879, 2005 Tex. App. LEXIS 9177 (Tex. App.—Amarillo 2005).

OPINIONS OF ATTORNEY GENERAL

JURISDICTION SAVINGS CLAUSE

JURISDICTION. —

Despite the enactment of House Bill 1010 by the Eightieth Legislature, an appraisal district operating in overlapping territory by operation of Tex. Tax Code Ann. § 6.02(b) retains authority to hear and determine pending corrective motions and taxpayer protests concerning property in that territory that relate to the 2007, or prior, tax year. Op. Tex. Att'y Gen. No. GA-0631 (2008).

SAVINGS CLAUSE. —

After the 2007 legislation that altered the legal framework for appraising property for ad valorem taxation in taxing units located in more than one county, an appraisal district is still responsible for litigation filed against it prior to January 1, 2008, and involving property that is no longer in its appraisal district; the general savings clause continues in effect relevant portions of Tex. Tax Code Ann. § 6.02, such that a taxing district has continuing authority to defend itself in the pending litigation, and a taxing unit has a continuing obligation to pay the related costs. Op. Tex. Att'y Gen. No. GA-0590 (2008).

Sec. 6.025. Overlapping Appraisal Districts; Joint Procedures [Repealed].

Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(3), effective January 1, 2008. (Enacted by Acts 1995, 74th Leg., ch. 186 (H.B. 623), § 1, effective January 1, 1996; am. Acts 1997, 75th Leg., ch. 1357 (H.B. 670), § 1, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 250 (H.B. 1037), § 1, effective January 1, 2000; am. Acts 1999, 76th Leg., ch. 250 (H.B. 1037), § 2, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 455 (H.B. 703), § 1, effective January 1, 2004; am. Acts 2003, 78th Leg., ch. 1041 (H.B. 1082), § 1, effective January 1, 2004.)

OPINIONS OF ATTORNEY GENERAL

OVERLAPPING DISTRICTS. —

With respect to property lying in overlapping appraisal districts, section 6.025(d) of the Tax Code requires the chief appraiser of each of the overlapping districts to enter in the

appraisal records the lowest values, appraised and market, listed by any of the overlapping districts. Op. Tex. Att'y Gen. No. GA-0283 (2004).

Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioner's court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to

vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) [Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008.]
(Enacted by Acts 1979, 66th Leg., ch. 841 (S.B. 621), § 1; am. Acts 1981, 67th Leg., 1st C.S., ch. 13 (H.B. 30), §§ 15, 167(a), effective January 1, 1982; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 1, effective September 1, 1987; am. Acts

cumulative voting, the change or rescission has the same effect as a rescission of the change to staggered terms made under Subsection (g) of this section.

(i) If a vacancy occurs on the board of directors of an appraisal district that has adopted staggered terms for board members, the vacancy shall be filled by appointment by resolution of the governing body of the taxing unit that nominated the person whose departure from the board caused the vacancy, and the procedure for filling a vacancy provided by Section 6.03 of this code does not apply in that event.

(Enacted by Acts 1985, 69th Leg., ch. 601 (S.B. 79), § 1, effective June 14, 1985; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 4, effective September 1, 1987; am. Acts 1987, 70th Leg., ch. 167 (S.B. 892), § 5.01(a)(51), effective September 1, 1987 (renumbered from Sec. 6.032); am. Acts 1997, 75th Leg., ch. 1039 (S.B. 841), § 3, effective January 1, 1998.)

Sec. 6.035. Restrictions on Eligibility and Conduct of Board Members and Chief Appraisers and Their Relatives.

(a) An individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual:

(1) is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district; or

(2) owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

(A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or

(B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.

(a-1) An individual is ineligible to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding five years.

(b) A member of an appraisal district board of directors or a chief appraiser commits an offense if the board member continues to hold office or the chief appraiser remains employed knowing that an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the board member or chief appraiser is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district in which the member serves or the chief appraiser is employed. An offense under this subsection is a Class B misdemeanor.

(c) A chief appraiser commits an offense if the chief appraiser refers a person, whether gratuitously or for compensation, to another person for the purpose of obtaining an appraisal of property, whether or not the appraisal is for ad valorem tax purposes. An offense under this subsection is a Class B misdemeanor.

(d) An appraisal performed by a chief appraiser in a private capacity or by an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the chief appraiser may not be used as evidence in a protest or challenge under Chapter 41 or an appeal under Chapter 42 concerning property that is taxable in the appraisal district in which the chief appraiser is employed.

(Enacted by Acts 1989, 71st Leg., ch. 796 (H.B. 432), § 4, effective September 1, 1989; am. Acts 1991, 72nd Leg., ch. 561 (H.B. 1345), § 43, effective August 26, 1991; am. Acts 1995, 74th Leg., ch. 76 (S.B. 959), § 5.95(27), effective September 1, 1995; am. Acts 2001, 77th Leg., ch. 1430 (H.B. 490), § 1, effective September 1, 2001; am. Acts 2013, 83rd Leg., ch. 1259 (H.B. 585), § 4, effective June 14, 2013.)

OPINIONS OF ATTORNEY GENERAL

ANTI-NEPOTISM RULE QUALIFICATIONS

ANTI-NEPOTISM RULE. —

Texas Tax Code section 6.035(a) does not apply when an appraisal district board member is married to an employee of the appraisal district. The words in section 6.035(a), "is engaged in the business of appraising property for compensation for use in proceedings under this title," refer to an individual who appraises property for commercial profit. Consequently, a tax assessor-collector is eligible to serve as a nonvoting member of the appraisal district board of directors under 6.03(a) despite her marriage to an appraisal district employee. Op. Tex. Att'y Gen. No. GA-0375 (2005).

QUALIFICATIONS. —

Tex. Tax Code Ann. § 6.035(a) disqualifies from employment as a chief appraiser an individual who is related within the second degree by consanguinity "to an individual who is engaged in the business of appraising property for compensation for use in proceedings under [title 1, Tax Code] or of representing property owners for compensation in proceedings under [title 1, Tax Code] in the appraisal district," whether a chief appraiser's son is, in particular circumstances, "engaged in the business of appraising property for compensation for use in proceedings under [title 1, Tax Code] or of representing property owners for compensation in proceedings under [title 1, Tax Code] in the appraisal district" is a question of fact. Op. Tex. Att'y Gen. No. GA-0627 (2008).

2015.09.28.12 Discussion/Action to consider USFon Inc. / Time Warner Cable for the County's fiber system. **Cost: TBD. Speaker: Judge Schawe. Backup: 1.**



USFON Inc.
Service Order Form

1250 S Capital of Texas Hwy Bldg 2-205
West Lake Hills, Texas 78746

Customer Information			
Customer Business Name: Caldwell County	Order Contact Name: Mark Hinnenkamp	Phone: (512) 995-0519	Email: mark@co.caldwell.tx.us
Company Address: 110 S. Main Street	City: Lockhart	State: TX	Zip: 78644

Customer Billing Information			
Billing Contact: Mark Hinnenkamp	Phone: (512) 995-0519	Email: mark@co.caldwell.tx.us	
Address: 110 S. Main Street	City: Lockhart	State: TX	Zip: 78644
			Fax: 512-398-1834

Order Information					
Service Order Term (in months) 120	Monthly Minimum Usage Commitment n/a	Security Deposit \$0	Order Type (New, Add, Disconnect) New	Order Issue Date: 8/28/2015	Requested Service Date: 12/1/2015

Monthly-Recurring Charges "MRC" and Non-Recurring Charges "NRC" for Services							
Product Type	Description	Quantity	Per Unit MRC	Per Unit NRC	Per MOU rate (if applicable)	Total MRC	Total NRC
Ethernet Services	1Gbps or 10 Gbps redundant service	6	\$ 750.00	\$ 7,750.00	n/a	\$ 4,500.00	\$ 46,500.00
Fiber Construction	Incremental Cost to add County locations to fiber ring	1	\$ -	\$ 107,900.00	n/a	\$ -	\$ 107,900.00
						\$ -	\$ -
						\$ -	\$ -
Total Charges (excluding usage, monthly commitment and deposit):						\$ 4,500.00	\$ 154,400.00

Fiber Locations	
Department	Address
County Courthouse	110 S. Main Street
County Sheriff	1204 Reed Drive
County Justice Center	1703 S. Colorado St.
County Juvenile Justice Center	312 E. San Antonio St.
Scott Annex	1403 Blackjack Street
Precinct 4	405 E. Market St.

Service Order Terms and Conditions

- These Services provided under this Service Order are for a 120 month term with renewal options.
- Order is for protected point-to-point ethernet services on fiber ring to be built by USFon. Customer will choose between 1Gbps and 10Gbps circuits prior to installation.
- Ethernet Services Installation cost above of \$7,750 is an estimate. Customer has agreed to pay for installation costs on a "Cost Plus" basis resulting in a 20% margin for all equipment, materials, and labor to do the installation. The Technician hourly rate is \$75/hr and travel time will be included. This will include 3rd party costs from USFon's contract network engineer.
- This Service Order will go into effect only after (1) both Parties have executed this document and the Master Services Agreement and (2) funding for the primary construction of the fiber ring has been approved by USAC's Schools and Libraries (E-Rate) program related to the executed Service Order between USFon and Lockhart ISD (LISD). Without that funding being approved for LISD, this Service Order is not valid.
- The 12/1/2015 requested service date is the goal for which all planning is to occur and is based on the current best guess as to when LISD will receive funding. However, Customer acknowledges that 3rd Party influences (e.g. Owners of Railroads, Lockhart ISD's receipt of the Schools and Libraries Funding Commitment Decision Letter, abnormal delays related to the procurement of fiber due to high demand, etc.) may negatively impact USFon's ability to meet the 12/1/2015 due date.
- Customer may delay the turn up of any of the locations above based on any term commitments to its current provider.
- Customer may upgrade to services that are technically feasible (e.g. from 1Gbps to 10Gbps) at any time. Upgrades will be charged to Customer on a "Cost Plus" basis as described in item #3 above.

Customer Acceptance

Please have an authorized signatory execute below acknowledging acceptance of this Service Order, which is also governed by the May __, 2015 Master Service Agreement between USFON, Inc. and Customer.

Signature of Customer Representative	Printed Customer Name	Customer Title	Date
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USFON, Inc. Acceptance	
Signature of USFon Representative	Effective Date

Payment Instructions

By Check: Make payable to USFon, Inc.

By ACH or Wire: Capitol Credit Union - Austin, TX *
ABA #314977191 * Acct. #2802499 *
Phone (512) 477-9465

For completion by USFon, Inc.		
Customer No.	Sales ID	USFon Sales Rep
Order Number	Agent ID	USFon Agent

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is effective when signed by both Parties (the "Effective Date") by and between **USFon, Inc.**, a Texas corporation ("USFON"), whose principal place of business is located at 1250 Capital of Texas Hwy, Bldg 2-235, West Lake Hills, TX 78746 and _____, a _____ corporation ("Customer"), whose place of business is located at _____. Customer and USFON are referred to herein individually as "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, USFON owns or operates communications and related facilities and is in the business of providing communications services; and

WHEREAS, Customer desires to purchase communications and data related services from USFON, and USFON desires to provide such services to Customer, pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. DEFINITIONS

The following capitalized terms shall have the following meanings for the purpose of this Agreement:

- (a) "**Acceptance**" or "**Accepted**." Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Service on the earliest date of: (i) when Customer has affirmatively accepted the Service in writing; (ii) when Customer puts the Service into commercial use; or (iii) two (2) days past the FOC Date, unless Customer notifies USFON within such period that there are problems with the Service.
- (b) "**Affiliate**" means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. For purposes of this definition, "control" and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity or management or operational control over such entity.
- (c) "**Agreement**" shall mean this Master Service Agreement, including any schedules, appendices, Exhibits and documents such as accepted Service Orders attached hereto and made a part hereof, or incorporated herein by reference as well as any written amendments to this Agreement which have been signed by the duly authorized representatives of the Parties.
- (d) "**Circuit**" shall mean a transport service between an originating and terminating location with a defined bandwidth and class of service.
- (e) "**Confidential Information**" shall have the definition set forth in Section 9.
- (f) "**Customer Reseller**" shall have the definition set forth in Section 12.1.
- (g) "**Default**" shall have the definition as set forth in Section 8.

- (h) **“Design Layout Record”** or **“DLR”** means a document containing technical information which specifies USFON’s circuit identification and appropriate interconnection information.
- (i) **“Emergency Maintenance”** shall mean maintenance which, if not accomplished promptly by USFON, could result in a serious degradation or loss of Service to Customer.
- (j) **“End User”** means an end user of Customer whose traffic Customer will carry via the Service.
- (k) **“Firm Order Confirmation”** or **“FOC”** shall mean an order confirmation document in which USFON commits to the Requested Service Date or other date agreed upon by the Parties and other terms of a Service Order.
- (l) **“FOC Date”** shall mean the date that has been identified as the installation date in the FOC.
- (m) **“Losses”** shall have the definition set forth in Section 10.1.
- (n) **“Monthly Recurring Charges”** or **“MRC”** shall mean a charge for Services to be invoiced and paid on a monthly basis.
- (o) **“Network”** shall mean the communications network of one of the Parties, as the context of the provision requires or as contemplated under this Agreement.
- (p) **“Non-Recurring Charges”** or **“NRC”** shall mean a charge for Services to be invoiced and paid on a one-time basis.
- (q) **“Planned Service Outage”** shall mean any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to USFON’s Network and either (i) agreed to in writing by Customer’s operations group via e-mail or other means, such agreement not to be unreasonably withheld, provided the scheduled maintenance or planned enhancements or upgrades are performed within the hours of 12:00 midnight and 6:00 AM local time, unless otherwise agreed by the Parties, or (ii) in the case of Emergency Maintenance, USFON’s operations group provides as much prior notice as practicable, via e-mail or other means.
- (r) **“Point of Termination”** shall mean the particular location within the applicable Customer Point of Presence (**“POP”**) or other Site to be served, as specified in a Service Order, if applicable, where USFON’s responsibility to provide USFON Equipment and Service ends and where Customer’s Network and Customer’s responsibilities begin.
- (s) **“Requested Service Date”** for a particular Service, shall be the date requested by Customer for a Service to commence as indicated on the Service Order.
- (t) **“Service(s)”** shall mean service(s) provided by USFON under this Agreement as listed in an applicable Service Order.
- (u) **“Service Commencement Date”** shall mean the date upon which a Service is Accepted.
- (v) **“Service Order”** shall mean the written order executed by Customer which delineates the type of Service, quantity of Circuits, Points of Termination, MRCs, NRCs, Term, Requested

Service Date and other information necessary for USFON to provide Service to Customer. A Service Order shall be deemed incorporated herein if and when it is agreed to by USFON's issuance of a FOC as set out in this Agreement.

(w) "Service Order Term" shall mean the minimum period of time specified in a Service Order for which Customer commits to purchase and USFON commits to supply the Service(s) specified in the Service Order.

(x) "Service Outage" shall have the definition set forth in Section 15.4.

(y) "Site" shall mean the premises of Customer or an End User at which a Point of Termination is located.

(z) "SLA" shall have the definition set forth in Section 2.3.

(aa) "Term" shall have the definition set forth in Section 5.

(bb) "Trouble Ticket" shall have the definition set forth in Section 15.2.

(cc) "Underlying Service Provider" shall have the definition set forth in Section 7.2.

(dd) "USFON Equipment" shall have the definition set forth in Section 16.1.

2. ORDERING, PROVISION AND USE OF SERVICES

2.1 Service Orders. Customer may from time to time throughout the Term place orders for specific Services by the execution and delivery to USFON of a Service Order in the form attached as Exhibit A to this Agreement. USFON shall use commercially reasonable efforts to notify Customer in writing of its acceptance or rejection of the Service Order within three (3) business days. If USFON agrees to provide the Services requested in the Service Order, USFON will issue to Customer a FOC referencing the applicable Service Order within (10) ten business days after the Service Order is accepted by USFON. Each Service Order will be effective and binding on the Parties only upon issuance of the FOC. The Parties agree that Customer may submit Service Orders to USFON via e-mail, facsimile, an Internet-based system established by USFON, or by any other electronic system as agreed to between the Parties.

2.2 Design Layout Record. At Customer's request received by USFON at least ten (10) days prior to USFON's scheduled testing date, USFON will provide Customer with a DLR no less than five (5) days prior to USFON's scheduled testing date.

2.3 Provision of Services. Subject to the terms and conditions of this Agreement, USFON shall, directly or through one or more of its Affiliates, provide Customer the Services pursuant to a written Service Order accepted in accordance with the terms and conditions of this Section 2 and at all times in compliance with the requirements of the Service Level Agreement ("SLA") attached as Exhibit B to this Agreement. Notwithstanding the provision of Services through one or more of its Affiliates, USFON shall in all instances remain fully financially, technically and legally responsible for such Services hereunder as if USFON were providing the Services itself.

2.4 Use of Services. Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. Customer shall not use, or permit the use of the Service, in a manner that will impair USFON's network or facilities or the

ability of other USFON customers to use USFON's services. As between the Parties, USFON is not responsible for (a) any use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; or (b) any content that is stored or transmitted via the Service. Customer will provide USFON reasonable advance written notice of any order for Service to be provided to a governmental entity. The Parties acknowledge and agree that unless otherwise expressly agreed in writing by an authorized representative of USFON, such agreement which shall not be unreasonably withheld, USFON will not be bound by any flow-down clause imposed by a governmental entity.

3. BILLING AND PAYMENT

3.1 MRCs and NRCs. The MRCs and any applicable NRCs payable by Customer for each Service shall be set forth in a Service Order and shall be paid by Customer after being invoiced as provided below. Customer agrees to pay any undisputed charges for the Services within thirty (30) days after the date of the invoice (the "**Due Date**") in immediately available funds as specified in the invoice. USFON shall provide Customer with reasonably requested information for bill validation including, but not limited to, the number of Circuits, any applicable Service codes, and charges for each Service. Should USFON fail to issue any undisputed credits due under this Agreement within ten (10) days, Customer shall have the right to offset such undisputed credits against any payment due to USFON.

3.2 Commencement of Billing. As compensation for the Services provided by USFON, Customer shall be obligated for all MRCs beginning on the Service Commencement Date and all NRCs when a Service Order is executed by both Parties. USFON shall invoice the MRC's beginning on the first day of the month following the Service Commencement Date and the NRCs within ten (10) days of the execution of a Service Order by both Parties, subject to the provisions of Section 3.6. Notwithstanding the foregoing, in the event of a delay in activation of Service under a Service Order due to delays or failures by Customer, a Customer Reseller or an End User that are not otherwise excused under this Agreement, USFON shall be permitted to commence billing the MRCs beginning on the FOC Date for the applicable Service.

3.3 Interest. Unpaid amounts are subject to interest, not to exceed 1.5% monthly, charged by USFON on the balance not paid by the Due Date, calculated on a daily basis from the first day when said amount became due and owing until paid. If the interest rate exceeds the maximum rate allowable by law, then the interest rate shall be equal to the maximum rate allowed by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect undisputed overdue amounts. Notwithstanding the foregoing, Customer shall not be charged any interest on unpaid, disputed amounts if the dispute is subsequently resolved in Customer's favor.

3.4 Billing Disputes. Customer may dispute any charges for a period not to exceed thirty (30) days from the Due Date (the "**Dispute Period**"). In the event Customer disputes any billing by USFON, Customer shall notify USFON in writing with an explanation for the dispute, and shall nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a thirty (30) day period after the dispute is submitted to USFON. If the dispute is subsequently resolved in favor of USFON, Customer shall promptly pay all disputed amounts due. USFON shall calculate any applicable interest on the disputed amount due calculated in accordance with Section 3.3 above, and bill Customer on the next subsequent invoice for these charges.

3.6 When the Service Commencement Date is on a day other than the first of the month or Service terminates on a day other than the last of the month, the MRCs shall be determined by prorating the monthly payment for the number of days during such month that Service was provided.

3.7 Customer shall not be liable for any amounts that were not previously billed to Customer by USFON and as to which over one hundred eighty (180) days have passed since the applicable Service(s) was provided.

4. TAXES

4.1 Generally. Customer shall pay any applicable federal, state or local sales, use, or excise taxes, fees or surcharges in connection with the Service furnished to Customer pursuant hereto, including state or federal Universal Service Fund contributions, but excluding any taxes based upon USFON's property, net income, franchise, license, or capital stock, or taxes and penalties imposed on USFON due to its failure to pay amounts when due, and taxes on USFON Equipment. Customer shall pay all gross receipts taxes which may be passed through by USFON under the rules of any Federal, state or local governmental authority. Notwithstanding the foregoing, Customer shall not be liable for any gross receipts taxes enacted or imposed in lieu of state or local income or franchise taxes. USFON shall have the right to recover from Customer the amount of any fees or taxes imposed directly on USFON for the Services provided hereunder in accordance with all applicable laws, in the form of a surcharge included on USFON's invoice.

4.2 Exemption Documentation. Customer shall provide USFON with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer and shall immediately notify USFON of any change in Customer's tax status. To the extent any such exemption documentation is held invalid by the tax or governmental authority for any reason, Customer agrees to reimburse USFON for any tax liability including without limitation related interest and penalties arising from such invalid documentation. This reimbursement is not limited by Section 3.7.

4.3 Protest. Customer and USFON shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority. However, the appealing party shall bear all costs and expenses associated with such appeal. Any liability related to taxes, fees, penalties, and interest arising in connection with a charge or assessment by any taxing authority shall be allocated to the parties in accordance with this Section 4.

5. TERM AND RENEWAL OPTIONS

5.1 Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date of this Agreement, and shall terminate five (5) years thereafter, unless earlier terminated as provided herein. This Agreement shall continue thereafter unless terminated by written notice by one of the Parties giving at least ninety (90) days prior written notice to the other Party. Notwithstanding the foregoing, in the event the period of time for a particular Service or Services to be provided by USFON to Customer pursuant to an applicable Service Order(s) extends beyond the expiration or other termination of this Agreement, the Term shall automatically be deemed extended for the duration of the provision of that Service, subject to specific Service termination provisions set forth herein.

5.2 Service Order Term. The Service Order Term will be specified in the applicable Service Order, and will commence on the Service Commencement Date. Upon expiration of the Service Order Term with respect to a particular Service Order, the Service Order Term shall continue on a month to month basis until terminated by either Party upon ninety (90) days written notice to the other Party.

5.3 Early Termination.

(a) Except as may be agreed upon in a mutually agreed upon document (e.g., Service Order), in the event that Customer terminates a Service at any time after issuance of the FOC Date by USFON

and prior to the applicable Service Commencement Date, Customer shall pay USFON on demand the actual cost of any third party-imposed termination liability incurred as a result of such termination, as well as any out-of-pocket construction expenses or installation charges incurred by USFON prior to such termination.

(b) Except as may be agreed upon in a mutually agreed upon document (e.g., Service Order), in the event that Customer terminates a Service on or after the Service Commencement Date but before the end of the applicable Service Order Term, Customer shall pay to USFON on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of: (1) the full amount of all undisputed past due charges and interest thereon, if any, and (2) one hundred percent (100%) of all remaining MRCs for the first year of the Service Order Term, and eighty percent (80%) of all remaining MRCs for periods after the first year.

6. INSURANCE

6.1 USFON Obligations. USFON shall, at its own expense, obtain and keep in full force and effect at all times for the duration of this Agreement, on an occurrence basis with an insurance carrier or carriers having a Best Rating Service rating of A- / X or better and licensed to do business in the State where the Services are to be delivered, insurance policies of the following kinds and in the following amounts, with Customer to be named as an additional insured as its interest may appear:

(a) Workers' Compensation Insurance in accordance with all applicable laws and regulations applicable to the employees who are engaged in the performance of this Agreement;

(b) Employer's liability insurance with limits for employer's liability of \$500,000 per accident/occurrence;

(c) Commercial general liability insurance, covering comprehensive bodily injury and property damage liability insurance, including automobile insurance, contractual liability insurance, and claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, and broad form property damage liability coverage, in at least the following amounts:

Bodily injury to any one person	\$1,000,000
Bodily injury aggregate	\$1,000,000
Property damage in any one accident	\$1,000,000
Property damage aggregate	\$1,000,000
Umbrella, or excess liability, coverage in the amount of \$1,000,000	

Upon request of Customer, USFON shall furnish Customer certificates of such insurance, and each policy shall make commercially reasonable efforts to provide that no decrease, non-renewal, or cancellation shall become effective except upon thirty (30) days' prior written notice to Customer of such decrease non-renewal, or cancellation. USFON shall obtain a waiver of rights of subrogation for commercial general liability insurance from its insurer in favor of Customer.

6.2 Customer's Obligations. Customer shall similarly carry such types and amounts of insurance as specified in Section 6.1 to meet Customer's obligations under this Agreement, including without limitation its indemnification obligations set forth in Section 10. Upon request of USFON, Customer will furnish to USFON certificates of such insurance.

7. WARRANTIES AND NETWORK STANDARDS FOR SERVICES

7.1 Representations of the Parties. Each Party hereby represents and warrants to the other Party that such Party has been duly formed and is in good standing in the state of its organization, that such Party is qualified to do business in the states where the Services will be delivered, and that the execution of this Agreement by such Party has been duly authorized in compliance with such Party's organization documents and procedures.

7.2 USFON shall maintain "good standing" with all of its suppliers, property owners or other contract parties on which its ability to provide Services on a continuous basis depends ("**Underlying Service Providers**") and shall not breach any agreement with an Underlying Service Provider. Upon Customer's request, USFON shall disclose all current Underlying Service Providers.

7.3 DISCLAIMER. THE SERVICES AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY USFON, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. USFON DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT USFON WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USER'S USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CUSTOMER'S OR END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT USFON'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND USFON DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT. AS BETWEEN CUSTOMER AND USFON, USFON WILL NOT BE RESPONSIBLE TO ENSURE THAT THE SERVICES CUSTOMER OR A CUSTOMER RESELLER PROPOSES TO USE TO CARRY THE TRAFFIC OF END USERS WILL MEET THE END USERS' REQUIREMENTS. ANY SERVICES PROVIDED BY CUSTOMER TO ANY THIRD PARTIES (INCLUDING ANY CUSTOMER OF CUSTOMER, CUSTOMER RESELLER OR END USER) ARE THE SOLE RESPONSIBILITY OF CUSTOMER, AND IN NO CIRCUMSTANCES SHALL SUCH SERVICES BE DEEMED TO BE SERVICES PROVIDED BY USFON TO SUCH PARTIES. THE DISCLAIMER OF WARRANTY SET FORTH IN THIS SECTION 7.3 SHALL NOT AFFECT CUSTOMER'S RIGHTS (INCLUDING INDEMNIFICATION RIGHTS) OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8. DEFAULT

8.1. A Party shall be deemed in default of this Agreement (a “**Default**”) upon the occurrence of any one or more of the following events:

(a) If a Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its creditors or initiates any proceeding seeking general protection from its creditors;

(b) Except with respect to payment defaults, a Party fails to perform its material obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of written notice thereof, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion; or

(c) A Party fails to make any payment under this Agreement when due and such failure is not remedied within ten (10) business days after receipt of written notice thereof.

(d) USFON fails to meet or exceed the financial performance covenants contained in Section 7.2 and receives written notice thereof from a third party supplier critical to providing service to Customer. The parties acknowledge and agree that USFON’s financial stability is critical to its ability to continue to provide Services on an uninterrupted basis such that not curing by USFON jeopardizes Customer. In the event that USFON is unable to cure a default under this Section, USFON shall work in good faith with Customer so that Customer may attempt to assume service from the third party provider directly to insure uninterrupted service to Customer.

8.2 Upon the occurrence of a Default and subject to the applicable notice and cure periods, the non-defaulting Party hereunder may, without liability or further obligation to the other Party, including the payment of any fees, penalties, liquidated damages or termination charges, terminate the applicable Services affected by such uncured Default, or suspend performance with respect to the applicable Service under the affected Service Order(s). The foregoing shall be in addition to any other rights and remedies that USFON may have under this Agreement or at law or equity relating to Customer’s material breach. In the event Customer defaults on its payment obligations under Section 8.1(c), USFON may in its sole discretion, prior to exercising its termination right, require Customer to provide adequate assurances that it will pay all obligations as they become due by providing to USFON a deposit in the amount of two (2) months’ MRCs for the applicable Service(s). Nothing herein will be deemed to limit any other remedies available to USFON hereunder.

9. CONFIDENTIAL INFORMATION

No Party or any of its Affiliates (the “**Receiving Party**”), without the prior written consent in each instance of the other Party (the “**Disclosing Party**”), shall disclose to any third party any confidential information supplied to the Receiving Party by the Disclosing Party or any Affiliates of the Disclosing Party which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE and which is not otherwise generally available to the public, has not been independently developed by the Receiving Party, and has not previously been known by or disclosed to the Receiving Party by a third party not bound by confidentiality restrictions (collectively, “**Confidential Information**”). The terms and conditions of this Agreement, as well as pricing information exchanged in connection with this Agreement, or included in any Service hereunder, and all non-public information of either Party or its Affiliates which was disclosed to the other Party in connection with the discussions leading up to the execution of this Agreement, together with any personally identifiable information relating to any Customer Reseller or End User, are hereby designated as Confidential Information without further obligation on the part of either Party to mark or designate it as such. The Receiving Party shall

not use any Confidential Information of the Disclosing Party or its Affiliates for any purpose other than the performance of its obligations under this Agreement, nor permit any of its employees, affiliates, or representatives to disclose such Confidential Information to any third person, and it shall disclose Confidential Information only to those of its employees, affiliates, and representatives who have a need for it in connection with the use or provision of Services or other obligations required to comply with this Agreement. Each Party shall protect the Confidential Information of the Disclosing Party or its Affiliates from both unauthorized use and unauthorized disclosure with the same degree of care as it would protect its own Confidential Information. Upon cessation of Services, or upon written request, each Party shall return or destroy all Confidential Information of the other. Prior to disclosing Confidential Information to its employees, Affiliates, and/or representatives, the Receiving Party shall notify such employees, Affiliates, and representatives of their obligation to comply with this Section 9. If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section 9 with respect to all or part of such Confidential Information. The Parties hereby designate the terms, conditions, exhibits and schedules of this Agreement to be Confidential Information. Unless required by applicable law, no Party without the written consent of the other Party shall provide a copy of this Agreement in whole or in part to any third person or entity not employed or retained by USFON or Customer. The provisions of this Section 9 shall survive for a period of three (3) years following the date of initial disclosure of that Confidential Information or three (3) years beyond termination or expiration of this Agreement, whichever is greater.

10. INDEMNIFICATION

10.1 Scope of Indemnity. Each Party agrees to defend, indemnify and hold harmless the other Party, its Affiliates, officers, directors, employees, members and agents, from and against all actions, claims, liabilities, damages, costs, demands, losses, penalties and expenses, including but not limited to attorneys' fees ("Losses"), to the extent arising out of a third-party claim for (a) personal injury, including death, or tangible property damage caused by the gross negligence or willful misconduct of the indemnifying Party or its employees or agents, and (b) any violation by the Indemnifying Party or its employees or agents of applicable law. In addition, subject to USFON's indemnification obligations set forth in (a) and (b) of this Section 10.1, Customer agrees to defend, indemnify and hold harmless USFON, its Affiliates, officers, directors, employees, members and agents, from and against all actions, claims, liabilities, damages, costs, demands, losses, penalties and expenses, including but not limited to attorneys' fees, to the extent arising out of a claim by a Customer Reseller or an End User relating to the Service.

10.2 Indemnity Procedure. In the event any action will be brought against the indemnified Party, such Party will immediately notify the indemnifying Party in writing. The indemnifying Party will be permitted to assume primary control of the defense with counsel of the indemnifying Party's choice, and the indemnified Party will cooperate fully in defense of the claim as requested by the indemnifying Party. The indemnified Party may participate with its own counsel and at its own expense. The indemnifying Party will assume the cost of the defense thereof on behalf of the indemnified Party and its Affiliates and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified Party or its Affiliates in connection therewith, provided that the indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the indemnified Party or which would otherwise adversely affect the indemnified Party without the indemnified Party's prior written consent (to be given or withheld in the indemnified Party's sole discretion).

11. LIMITATION OF LIABILITY

11.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS) ARISING OUT OF OR RELATING TO THE SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL USFON'S AFFILIATES, THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER, END USERS, OR CUSTOMER RESELLERS HEREUNDER.

11.2 EXCEPT TO THE EXTENT THE SAME ARISE OUT OF AN INDEMNIFICATION OBLIGATION OR AN INTENTIONAL BREACH OF A CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT, OR ARISE OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ORDER FOR THE APPLICABLE SERVICE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.

12. REGULATORY

12.1 Use of Services. Customer's use of the Services and USFON's provision of the Services shall be in accordance, and comply, with all applicable laws, regulations, and rules. Notwithstanding the provisions of Section 4, USFON shall maintain all government assessments, franchises, easements, licenses and other regulatory requirements necessary for its provision of Services to Customer. Customer, or any Customer Reseller, shall obtain all approvals, consents and authorizations necessary to conduct its business and initiate or conduct any transmissions over any facilities covered by this Agreement. USFON or its affiliates shall obtain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this Agreement and, notwithstanding the provisions of Section 4, shall at its own cost ensure that all franchises, licenses, easements or other required permissions related to its provision of Services to Customer are obtained and maintained. If the FCC, a state PUC or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement, including but not limited to the regulatory classification of USFON's Services (collectively, "**Regulatory Requirement**"), then USFON or its affiliates may modify any affected Service Order in such a way as is consistent with the form, intent and purpose of this Agreement and is necessary to comply with such Regulatory Requirement, subject to Customer's reasonable acceptance of such modification. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement, Service or a Service Order impacted by the Regulatory Requirement without further liability or obligation to the other Party.

12.2 Effect of Decisions. In the event that a decision by a communications regulatory authority or court with competent jurisdiction at the federal, state or local level without further right of appeal ("**Decision**") has the effect of canceling, changing, superseding or frustrating any material term or provision of this Agreement or otherwise materially increasing USFON's costs or changing the economic structure of the transactions contemplated hereunder, then Customer acknowledges and agrees that USFON may pass through to Customer increased costs arising out of such Decision that directly relate to its provision of Services; provided that USFON shall not pass through such costs on a discriminatory basis.

13. FORCE MAJEURE

13.1 In no event shall a Party have any claim or right against the other Party for any failure of performance by such other Party if such failure of performance is caused by or the result of, in whole or in part, (i) causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, lightning, storm, flood, or other natural disaster; or failures of an unaffiliated third-party service provider; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over this Agreement; or (iii) any civil or military action including national emergencies, riots, war, terrorism and civil insurrections (“**Force Majeure**”). The Party whose performance is affected shall use commercially reasonable efforts to minimize the impact of such Force Majeure event. A Force Majeure event shall never excuse the failure to make a payment due hereunder, except to the extent that the Force Majeure event physically interferes with the delivery of the payment.

13.2 If failure of performance by a Party hereunder due to Force Majeure events is for thirty (30) days or less, this Agreement and all Service Orders issued hereunder then in effect shall remain in effect. If the Force Majeure event continues beyond thirty (30) days, then upon ten (10) days written notice to the other Party, either Party may terminate only the affected Service(s), without incurring any penalty or further obligation to the other Party (including cancellation or termination charges).

13.3 If either Party asserts the applicability of this Section 13, it shall use commercially reasonable efforts to provide prompt notice to the other Party of the commencement and ending of the Force Majeure event.

14. ASSIGNABILITY

No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, and then only when such transfer or assignment can be accomplished without interruption of the use or location of Service. Notwithstanding the foregoing and with written notice to the other Party, either Party may assign this Agreement to an Affiliate or to any entity acquiring all or substantially all of its assets; provided, however that in each instance that the assignee provides adequate assurance that it is financially and technically capable of meeting the assigning Party’s obligations under this Agreement. In addition, USFON shall have the right to engage one or more subcontractors in connection with its performance hereunder. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

15. TROUBLE TICKET PROCEDURE FOR SERVICE OUTAGE

15.1 USFON will maintain a point-of-contact for Customer’s designated personnel, as mutually agreed upon by the Parties, to report a Service Outage to USFON twenty-four (24) hours a day, seven (7) days a week, including U.S. National holidays. All customer support shall be provided to Customer’s designated personnel only. Customer is solely responsible for interfacing with its employees, Customer Resellers and End Users.

15.2 To initiate an investigation of the cause of a Service Outage (“**Trouble Ticket**”), (i) Customer may contact USFON at (800) 505-4902 to identify a Service degradation when it believes that a Service Outage has occurred that has not been independently noticed by USFON, and USFON will immediately open a Trouble Ticket or (ii) USFON will immediately open a Trouble Ticket when it becomes aware of a Service Outage on its own. Once the Trouble Ticket has been opened, the Service Outage will be deemed to have occurred (subject to Section 15.4), and the appropriate USFON departments will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, USFON and Customer will cooperate to restore Service as quickly as possible. If the cause of a Service Outage is a failure of

USFON's Network or USFON Equipment or is within USFON's control, USFON will be responsible for the repair. If the Service Outage is caused by a factor outside the control of USFON, USFON will cooperate with Customer to conduct testing and repair activities at Customer's cost and at USFON's standard technician rates.

15.3 USFON will not contact any End User when a Service Outage is detected, or for any other Service-related issues. If an End User contacts USFON regarding Customer service, USFON will promptly refer the caller to Customer at the contact telephone number provided by Customer.

15.4 For purposes of this Agreement, a "Service Outage" will mean an unavailability of the Service to carry traffic between two Points of Termination; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following: (i) a Service has not been "Accepted" by Customer; (ii) the negligence, error, acts or omissions of Customer or others authorized by Customer to use the Service; (iii) failure of Customer provided equipment; (iv) during any period in which USFON or its agents are not afforded access to the premises under Customer's control where the access lines associated with the Service are terminated; (v) during any period when Customer has released Service to USFON for maintenance or rearrangement purpose (including, without limitation, during any Planned Service Outage); (vi) any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis; (vii) a service affecting fiber cut of USFON or vendor facilities where USFON was not properly notified of work activity in the vicinity of its fiber plant; (viii) a Force Majeure event; or (ix) a breach by Customer of its obligations under this Agreement.

15.5 In the event USFON dispatches a field technician to a Site to perform diagnostic troubleshooting and the problem resides with Customer's equipment or facilities or results in a "No Trouble Found," or the failure is due to Customer acts or omissions, then Customer will pay USFON for time and materials at USFON's standard technician rates listed below:

Years 2015-2018: \$65.00/hr.
Years 2019-2021: \$75.00/hr.
Years 2022-2025: \$85.00/hr.

Materials: USFon cost + 25% markup (i.e. 20% margin)

USFon will trouble shoot with Customer personnel prior to dispatching a technician and will, in almost all cases, have sufficient reason to believe that the issue is with Customer's network prior to dispatching a field technician at chargeable rates shown above.

16. BUILDING AND EQUIPMENT ACCESS

16.1. Site Access. Customer shall allow USFON reasonable, escorted access to the Customer Site or any End User Site to install, operate, maintain, repair and replace (collectively "Work") fiber optic cable, coaxial cable, copper wiring, antennas, and any other transmission medium and associated equipment (collectively, the "USFON Equipment") in and on the Customer Site or End User Site for purposes of providing Services under this Agreement. USFON shall use commercially reasonable efforts to give prior notice to Customer of its intent to enter the Customer Site or End User Site. Customer shall obtain and maintain all rights of way, public and private easements, licenses and consents with respect the performance of Work at any Customer Site or End User Site.

16.2. Space and Power. Customer shall, upon USFON's request and at no cost to USFON, (i) provide adequate clean electrical power at a Customer Site to meet USFON's reasonable requirements during the applicable Service Order Term, at the Site(s) specified in the applicable Service Order, as well as all necessary connections to electrical and mechanical facilities at the Customer Site or End User Site as are

matter hereof. In the event of any inconsistency between the main body of this Agreement and any appendices, Exhibits, or Service Orders made a part or in accordance with this Agreement, precedence shall be given in the following order to:

1. Any Service Order executed pursuant to this Agreement;
2. The main body of this Agreement; and
3. Appendices and Exhibits hereto.

18.2 Legal Relationship. Nothing in this Agreement shall be deemed to create any relationship between USFON and Customer other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. This Agreement does not render either Party the employee, agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and USFON. Neither Party shall have any authority to enter into any agreement on behalf of or bind the other Party in any manner whatsoever without the prior written consent of the other Party. Except as set forth in Section 11.1, this Agreement confers no rights of any kind upon any third party, except as specifically set forth herein.

18.3 Compliance with Laws. In connection with the matters provided for in this Agreement, each Party hereto shall comply with all applicable laws and regulations, including, but not limited to, the Telecommunications Act of 1996, as may be amended, and the policies, rules and regulations of the Federal Communications Commission, and all applicable local and state rules and regulations, including, but not limited to, any applicable privacy laws. Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement, and Customer shall take commercially reasonable steps to ensure that its Customer Resellers' and End Users' use of the Service shall comply with all applicable laws and regulations. This Agreement, its exhibits, and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which USFON provides the Services. If any provision of this Agreement, its exhibits, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Agreement, its exhibits, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Agreement, its exhibits, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by USFON of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.4 Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, or the failure of either Party on one or more occasions to insist on the strict enforcement of any provision of this Agreement or to exercise any right or privilege hereunder shall not constitute or be construed as a waiver of any subsequent breach or default of a similar nature, or any provision, rights or privileges, and all such terms shall remain in full force and effect.

18.5 Amendments. No subsequent agreement among the Parties concerning the Service (including, without limitation, any amendment to this Agreement or any Service Order) shall be effective or binding unless it is agreed to in writing by authorized representatives of the Parties.

18.6 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under

applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

18.7 Interpretation. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require. Unless specified to the contrary, all references to "day" or "days" shall mean calendar day or days.

18.8 Governing Law.

(a) The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the laws of the State of Texas (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

(b) Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court in Austin, Texas or, if such court would not have jurisdiction over the matter, then only in a Texas State court sitting in Travis County, Texas. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

(c) Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in Travis County, Texas, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

18.9 Publicity. Neither Party shall issue a news release, public announcement, advertisement, sales promotions or other form of publicity concerning the existence of this Agreement or Services to be provided hereunder or the nature of the relationship between the Parties, or use the other Party's name, logo, trademarks, trade names, service marks or other proprietary marks in any manner, without obtaining the prior written approval of the other Party, which may be withheld in the other Party's sole discretion. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements by another Party that refer to, or that describe any aspect of, this Agreement. Nothing in this Agreement establishes a license for any Party to use another Party's brands, marks or logos without the prior written approval of the other Party.

18.10 Survival. The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments hereunder.

18.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Signature page follows]

USFon, Inc.

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

List of Exhibits

Exhibit A: Service Order Form

Exhibit B: Service Level Agreement

Exhibit A
Service Order Form

Exhibit B

Service Level Agreement

The following section is a description of USFon's network performance Service Level Guarantees ("SLG") for the Services being provided.

The following table represents monthly average guarantees that will be measured in a given month:

SLG	Target
Network Availability (not including scheduled maintenance)	99.9%
Network Latency Roundtrip	Not to Exceed 60 ms in Average Network Latency
Throughput (Bandwidth)	70% of time at theoretical maximum
Average Response Time to Reported Problems	2 hours
MTTR (depending on severity)	4 – 8 hours

At Customer's request, USFon will make available to Customer monthly reports detailing the network performance of each service in relation to Network Availability. Such report will be available to the Customer in a mutually agreed upon format.

OUTAGE CREDITS

In the event of a Service Outage that lasts for a continuous period of thirty (30) minutes (hereafter an "Outage"), and provided that Customer submits a request in accordance with the "Remedies" section below, USFon shall provide a credit (the "Outage Credit") as follows:

Length of Outage (cumulative)	Credit
30 minutes to 4 Hours	5% of MRC
Between 4 - 24 Hours	10% of MRC
Between 24 - 48 Hours	20% of MRC
48 Hours or greater	30% of MRC

All Outage Credits shall be credited to a Customer no later than the second subsequent monthly invoice issued to Customer for the affected Service. All Customer requests for Outage Credits must include a valid reference Trouble Ticket number.

A. Remedies

Upon Customer's request to the USFon Help Desk made within thirty (30) business days of the closing of a Trouble Ticket in which the relevant Network Availability objective was not met, Customer shall be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in any one calendar month shall not exceed the applicable month's MRC for the affected Service.

B. Outage Start/End Time For Outage Credit Calculation Purposes

An Outage will begin when Customer opens a Trouble Ticket for the affected Service and USFon acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage, or when USFon becomes aware of network Outages. USFon will not unreasonably withhold or delay such acknowledgement and validation. An Outage is concluded when USFon contacts Customer and closes out the Trouble Ticket relating to such Outage.

C. Recurring Service Errors

If the Services contain recurring errors or deficiencies, then upon Customer's request, USFon and Customer shall coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination USFon shall provide Customer with a written copy of its analysis, which shall include an action plan containing a reasonably detailed description of corrective action to be taken by USFon and the date by which such corrective action shall be completed. USFon shall correct such recurring errors whose root causes are found to be with USFon's network, at no additional charge to Customer.

2015.09.28.13 Discussion/Action

authorizing the County Judge to execute an Interlocal Agreement with the City of Austin regarding development in the City's extraterritorial jurisdiction (ETJ).

Cost: None. Speaker: Judge Schawe/Jordan Powel. Backup: 1.



September 16, 2015

SECTION 106: COUNTY HISTORICAL CHAIR CONSULTATION

Caldwell County/ Austin District

CR 222 (Schuelke Rd) Culvert Extension at Unnamed Tributary of Elm Creek

CSJ: 0914-22-068

NBI: 14-028-0-AA01

Mr. Doug Shomette
417 Cibilo Street
Lockhart, TX 78644

Dear Mr. Shomette:

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated 12-16-14, and executed by FHWA and TxDOT. In accordance with 36 CFR 800 and our first amended Programmatic Agreement for Transportation Undertakings (PA-TU 2005), this letter represents Section 106 consultation with the representative of local government regarding the effect the proposed undertaking poses for a cultural resource located within the project's area of potential effects (APE). As a consequence of these agreements, TxDOT's regulatory role for this project is that of the Federal action agency.

TxDOT has authorized a project that may result in the extension of the bridge class culvert at CR 222 over an unnamed tributary of Elm Creek near Lockhart, TX. A project location map is attached. This culvert was included in the State Historic Bridge Inventory, a statewide study of historic bridges that TxDOT conducted in consultation with the Texas Historical Commission. Because the culvert did not meet our criteria for statewide significance, it has been determined not eligible for listing in the National Register of Historic Places.

While the culvert does not have known state significance, we do recognize that it may have other local/regional historical associations. If you feel that the culvert is significant at a local or regional level please provide us with written information concerning the history of the culvert and its role in your community's history. We respectfully request that you send us your response no later than Friday, October 16, 2015.

If you feel that the culvert does not have any local/regional significance, then please endorse this letter and return it via email by Friday, October 16, 2015 to monica.swenson@txdot.gov. This endorsement will signify your concurrence that the culvert is not historically significant. If we do not receive a response within 30 days, we will assume that you concur with the findings of the State Historic Bridge Inventory.

Please feel free to call Monica Swenson at 512-832-7181 if you have any questions or need additional information.

Sincerely,

Shirley Nichols
Environmental Coordinator
Austin District

Endorsement to the Texas Department of Transportation:

Caldwell County Historical Commission Chairperson

Date

Cc: Honorable Ken Schawe, Caldwell County Judge
Mark Brown, TxDOT ENV
Roy Dill, P.E., Bastrop Area Engineer

Attachment

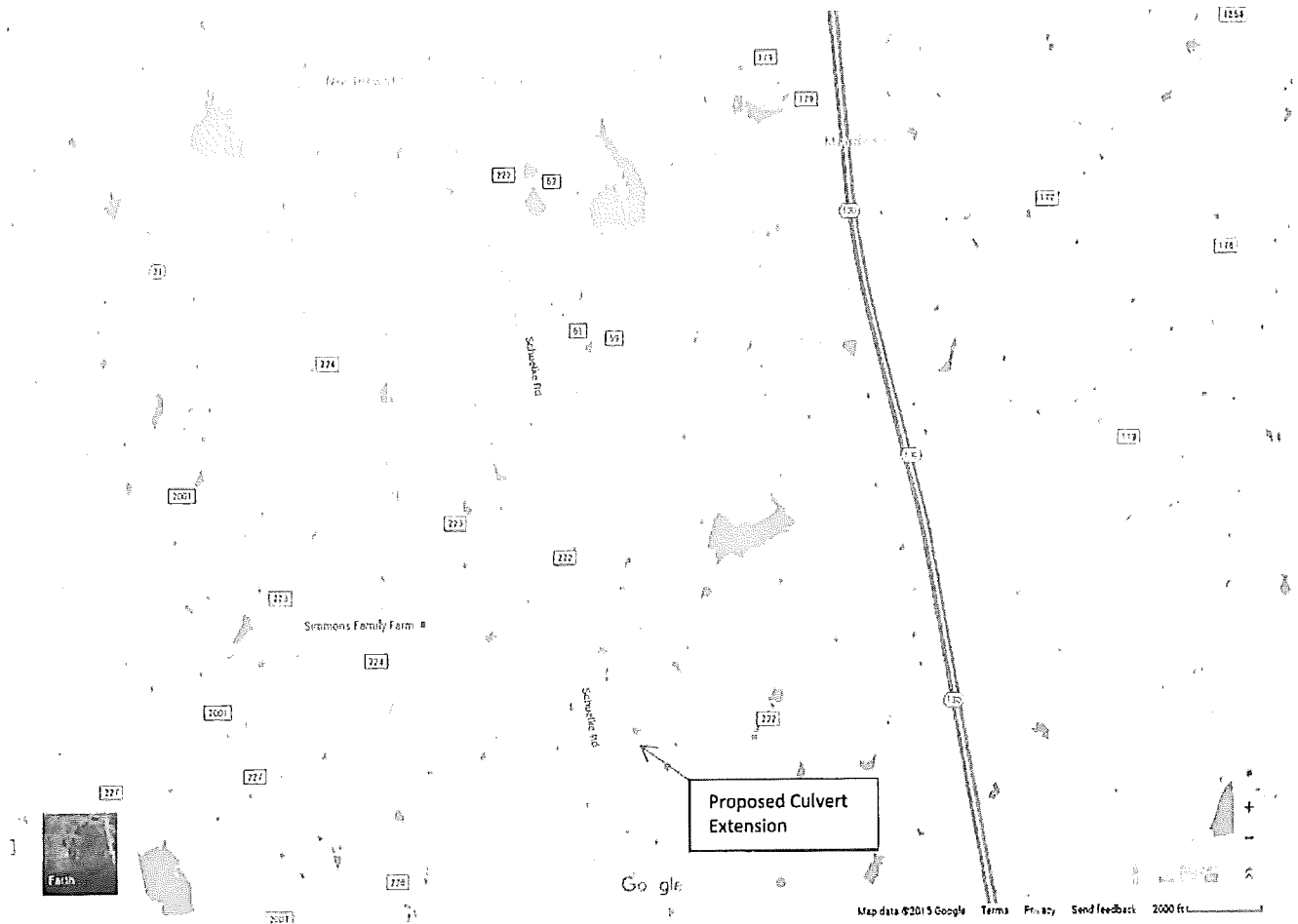
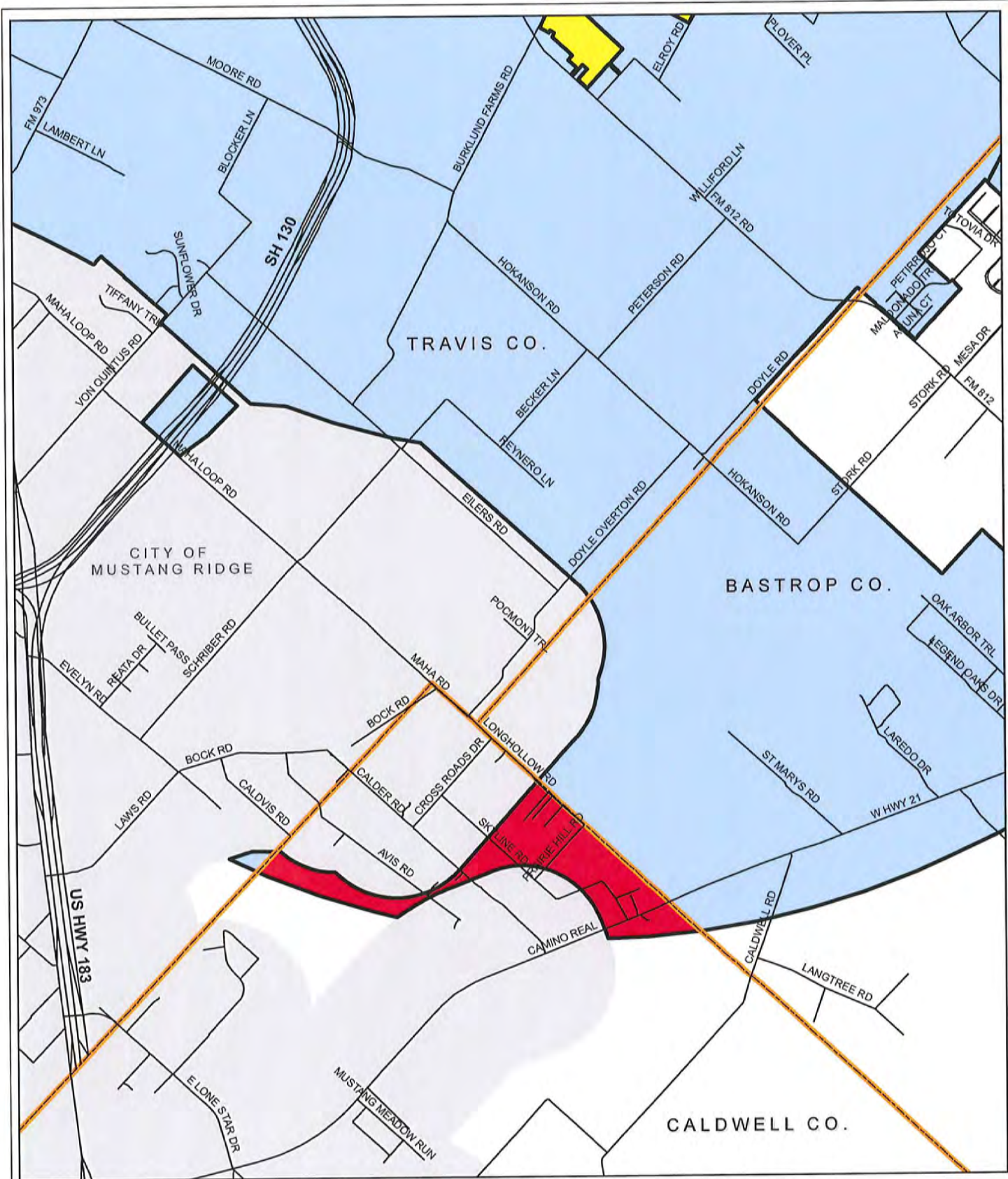


Figure 1: Location Map of Culvert Extension

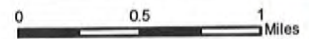


Figure 2: Culvert at Unnamed tributary of Elm Creek



**Austin Extraterritorial Jurisdiction
in Caldwell County**

- Austin ETJ in Caldwell Co.
- Austin City Limit
- Other Austin ETJ
- Mustang Ridge
- County



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Planning and Development Review for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



City of Austin
PDRD
October 23, 2014



**AGREEMENT ON SUBDIVISION PLATTING IN THE EXTRA TERRITORIAL
JURISDICTION BETWEEN THE CITY OF AUSTIN AND CALDWELL COUNTY**

RECITALS

WHEREAS, this agreement is made and entered into by and between the City of Austin (“the City”) and Caldwell County (“the County”) hereinafter collectively referred to as “the Parties”; and

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in unincorporated areas, including the extra-territorial jurisdiction (ETJ), are planned and constructed in a manner that is consistent with their respective interests; and

WHEREAS, Section 242.001(d)(2) of the Texas Local Government Code authorizes a county and a municipality to enter into an agreement that grants the county exclusive jurisdiction to regulate subdivision plats and related permits in the municipality’s ETJ; and

WHEREAS, the parties recognize that the land within the City’s ETJ in Caldwell County will be adequately protected through compliance with Caldwell County’s subdivision regulations.

NOW, THEREFORE, the Parties agree as follows:

I. Subdivision Regulation by Caldwell County

- a. Caldwell County shall have exclusive jurisdiction to regulate subdivisions and approve all related permits in the Austin ETJ that is in Caldwell County as shown on the map attached to this agreement as Exhibit A.
- b. Caldwell County shall accept subdivision applications and apply its subdivision regulations to proposed subdivisions for land in the City’s ETJ in order to facilitate the filing of plats in the County’s public records. The plats that will be subject to this agreement are those that are filed after the effective date of this agreement. The party receiving an application for plat approval for which the party has no jurisdiction may either direct the developer to the appropriate office or forward the application. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected.
- c. This agreement does not require any amendment to the City’s or the County’s substantive or procedural subdivision regulations.
- d. For purposes of this agreement, the parties understand that the terms “subdivision” and “plat” and the regulation thereof, are intended to include plat amendments, vacations, replats, and the determination of whether a particular division of land is entitled to an exemption from the requirement to file an application for subdivision.

- e. The County shall provide the City a copy of each complete subdivision application within ten (10) days of receipt and shall notify the City in writing of the final approval of any subdivision plat within the geographic area described in Exhibit A. Once a subdivision plat is approved, the County shall be responsible for administration of subdivision construction agreements, subdivision phasing agreements, and other ancillary matters. The County shall also be responsible for maintaining fiscal deposits and administration of fiscal security.

II. Geographic Scope

- a. This agreement applies only in the ETJ of the City that is in Caldwell County as shown on the attached Exhibit A. The recognition of the ETJ by the Parties shall not be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ.
- b. The City shall notify the County in writing within thirty (30) days of any expansion or reduction of the ETJ regardless of whether resulting from annexation, disannexation, legislation, judgment of a district or other trial-level court, or any other means. In addition to the notification, City will provide County an updated Exhibit A reflecting the change to the ETJ. Upon County's receipt of the written notification and updated Exhibit A, the parties will submit the revised Exhibit A to their respective governing bodies for approval. If the parties' governing bodies approve the revised Exhibit A on different dates, the latter of those two dates shall be the date of amendment for purposes of this agreement. In the event that City's ETJ expands or reduces such that the expansion or reduction of the ETJ necessitates an amendment of this agreement, both City and County agree that County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ until this agreement is amended to take into account such ETJ expansion or reduction.

III. Collection of Fees and Related Costs

- a. County will perform the services described in this agreement and City will have no obligation to pay for the same.
- b. All costs involved with permit application and approval and with the approval of subdivision plats, including but not limited to engineering reviews and inspection of public improvements, shall be borne by County and payable out of current revenues available to it. All fees collected by County shall be retained by County.

IV. Miscellaneous Provisions

- a. It is the intent of the Parties that the various clauses, sentences, provisions, paragraphs, and articles of this agreement be severable from one another. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent

jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective.

- b. Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties named hereto, any benefits, rights, or remedies, it being the intent of the parties that there be no third party beneficiaries.
- c. This agreement takes effect upon the complete execution of the agreement by both parties. The agreement is effective for five (5) years and thereafter shall automatically renew annually unless terminated by either party. Either party may terminate this agreement by providing thirty (30) days written notice to the other party.
- d. This agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes shall be in Caldwell County, Texas.
- e. This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- f. This agreement expresses the entire agreement between the parties regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- g. The agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- h. All notices required under this agreement shall be provided as follows:

To the City:

Director of Planning and Development Review

505 Barton Springs Road

Austin, TX 78704

With copy to:

City Attorney, City of Austin

301 W 2nd St

Austin, TX 78701

To the County:

County Engineer, Caldwell County Kasi Miles

Caldwell County Sanitation Department

1700 FM 2720

Lockhart, TX 78646

With copy to:

County Attorney Jordan Powell

Assistant District Attorney

Caldwell County Justice Center

PO Box 869 1703 S. Colorado Street, Box 5

Lockhart, TX 78646

- i. The parties certify that this agreement complies with the requirements of Chapter 242 of the Texas Local Government Code.
- j. This agreement may be amended with the approval of the governing bodies of each of the parties and if the amendment is reduced to writing and executed by the parties.

EXECUTED BY THE PARTIES AS SHOWN BELOW:

CITY OF AUSTIN

CALDWELL COUNTY

By: _____

By: _____

Date: _____

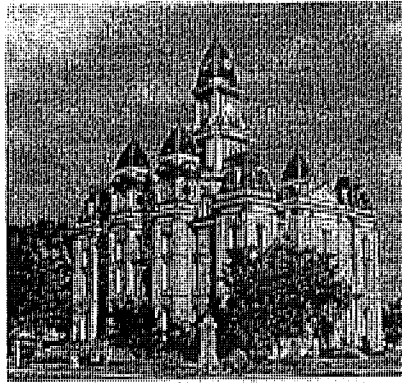
Date: _____

**2015.09.28.14 Discussion/Action to
set Auditors salary at \$70,000.00.
Speaker: Judge Schawe. Backup: 1.**

Kenneth Schawe
County Judge
512.398.1808

Lori Rangel
County Treasurer
512.398.1800

Larry E. Roberson, C.P.A.
County Auditor
512.398.1801



Caldwell County Courthouse
110 South Main Street
Lockhart, Texas 78644
Fax: 512.398.1808

Alfredo Munoz
Commissioner, Precinct 1

Edward Moses
Commissioner, Precinct 2

Ernesto Madrigal
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

Honorable Judge Todd A. Blomerth
421 District Court
1703 S. Colorado St.
Lockhart, Texas 78644

January 5, 2015

Judge Blomerth:

There are times in all of our lives when changes need to be made. This is that time for me. Please accept this letter as my formal notice of resignation from the position of County Auditor for Caldwell County, Texas, effective April 3, 2015.

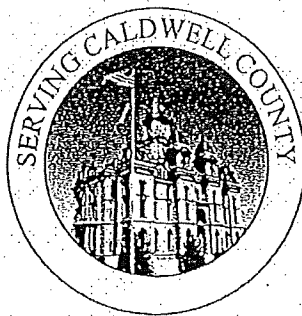
Over the past three and one half years we have accomplished many things in the Auditor's office, the most important was to hire and train a very capable staff to perform the statutory duties as required. I am giving this three month notice to allow for ample time to find a good replacement for the leadership of the department. If I can be of assistance in the screening of candidates please let me know.

Sincerely,

Larry E. Roberson, C.P.A.
Caldwell County Auditor

Cc: Judge Jack Robison
Judge Bruce Boyer

201 E. San Antonio, #119
Lockhart, Texas 78644
Phone: (512) 398-1807
Fax: (512) 398-5239



MARTIN ALLEN
Court Administrator

MONICA MALAER
Court Coordinator

421st JUDICIAL DISTRICT COURT

TODD A. BLOMERTH
PRESIDING JUDGE

January 13, 2015

To the Honorable Members of the Caldwell County Commissioners Court:

Before you today is a proposed Resolution regarding compensation for the Caldwell County Auditor. In our opinion, the growth of Caldwell County and the necessity of selecting and retaining an auditor with the appropriate training and background is an absolute must. As district judges responsible for the selection of the County Auditor, we feel it is imperative that the auditor's position reflect the professionalism and effort that a qualified individual should have in order to properly serve the Caldwell County.

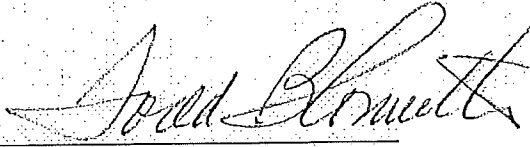
Statutorily, the salary that can be paid to the Caldwell County Auditor is restricted to that of the highest paid elected official. The attached Resolution would encourage our state representative or state senator to present a Bill at this legislative session that would free the County from that restriction. This has been done in many Texas counties.

Caldwell County is fortunate at the present time to have Mr. Larry Roberson CPA as its auditor. However, Mr. Roberson is resigning effective April 3, 2015. During his tenure, Mr. Robertson has established an efficient auditor's office that has saved Caldwell County substantial sums of money, and has also uncovered irregularities that, had they not been discovered would have cost our taxpayers deeply. Unless a reasonable salary for a full-time auditor is established, the County cannot expect that the Auditor's Office will remain a place of the requisite professional level so desperately needed.

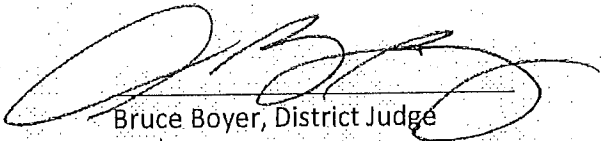
The County Auditor is among other things, Caldwell County's Chief Fiscal Officer, as well as the Chief Fiscal Officer for Juvenile Probation. The auditor's office conducts internal audits of all county departments, and is responsible for budgetary and expenditure control, disbursement review and control. It also provides oversight of the treasury and payroll function. It is responsible for federal and state regulatory reporting. The auditor also is responsible for grant management, fixed asset control, audit support and management, and annual budget preparation assistance. Just as important, the office provides financial advice and assistance to the County Commissioners Court.

We will assure the Court that we, as fiscal conservatives, are interested in appointing the best-qualified person for the most reasonable salary. However, the market dictates that the current salary cap will not allow us to do that.

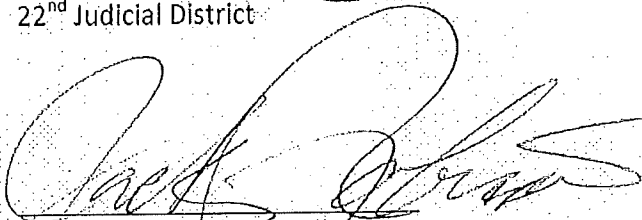
We are respectfully asking that you adopt this Resolution.



Todd Blomerth, District Judge
421st Judicial District



Bruce Boyer, District Judge
22nd Judicial District



Jack Robison, District Judge
207th Judicial District

STATE OF TEXAS)

COUNTY OF CALDWELL)

RESOLUTION NO. 02-2015

**SUPPORTING LEGISLATION ALLOWING THE INCREASE OF THE
CALDWELL COUNTY AUDITOR'S COMPENSATION AND ALLOWANCES
ABOVE EXISTING LIMITS**

WHEREAS, a county auditor in the state of Texas is appointed by the state district judges having jurisdiction in that county in accordance with chapter 84 of the Local Government Code; and

WHEREAS, section 84.006 of the Local Government Code requires a county auditor to be a competent accountant with at least two years' experience in auditing and accounting; ... thoroughly competent in public business details; and ... a person of unquestionably good moral character and intelligence;" and

WHEREAS, a county auditor's compensation and allowances are set by the state district judges having jurisdiction in that county in accordance with section 152.031 of the Local Government Code; and

WHEREAS, according to subsection 152.032(a) of the Local Government Code, the amount of compensation and allowances of the county auditor generally may not exceed the amount of the compensation and allowances received from all sources by the highest paid elected county officer, other than a judge of a statutory county court, whose salary and allowances are set by the commissioners court; and

WHEREAS, this restriction on compensation will impede Caldwell County from attracting an individual to serve full-time in the capacity of Caldwell County auditor; and

WHEREAS, the Caldwell County auditor is a professional who works closely with the Commissioners Court of Caldwell County to maintain the financial integrity of Caldwell County; and

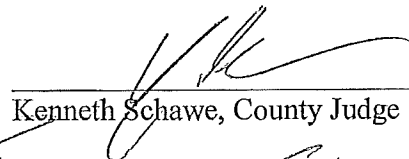
WHEREAS, subsection 152.032(d) of the Local Government Code allows the amount of compensation and allowances of a county auditor in certain counties to be set in an amount that exceeds the limit in subsection(a); and

WHEREAS, the state district judges of Caldwell County desire to attract qualified candidates to serve full-time as Caldwell County auditor and have determined that in order to do so, the auditor's salary must be competitive in its field; and

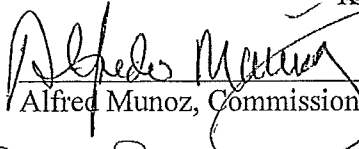
WHEREAS, the state district judges of Caldwell County respectfully request the Commissioners Court of Caldwell County support state legislation allowing the county to set the compensation and allowances of the county auditor in an amount that exceeds the limit established in subsection 152.032(a):

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Caldwell County, duly convened and acting in its capacity as the governing body of Caldwell County, does hereby support legislation to amend Section 152.032 of the Local Government Code to specifically allow Caldwell County to set the compensation and allowances of the county auditor in an amount that exceeds the limit established in subsection 152.032(a).

ADOPTED on this the 26 day of January, 2015.



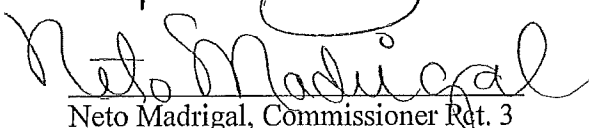
Kenneth Schawe, County Judge



Alfred Munoz, Commissioner Pct. 1



Eddie Moses, Commissioner Pct. 2

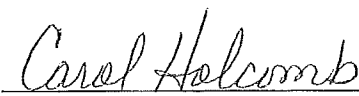


Neto Madrigal, Commissioner Pct. 3



Joe I. Roland, Commissioner Pct. 4

ATTEST:



Carol Holcomb, County Clerk



COMMISSIONERS COURT MINUTES
Regular Meeting on January 26, 2015

2015.01.26.06 Reports.

Emergency Management Report – Martin Ritchey

Martin handed out a packet to the Court of the events that have transpired these past months. He also explained the procedure to register for reverse 911 on a cell phone.

Environmental Investigator Report – Mike Bittner

Mike Bittner gave the Environmental Investigator Report for the last three months of 2014.

IT Report – Mark Hinnenkamp

Mark Hinnenkamp reported that there were a few minor things to iron out in the Justice Center but that for the most part, things were running smoothly.

Texas Agrilife Extension Service Report – Carissa Wilhelm and Michael Hayes

Carissa Wilhelm spoke about the safety day in November. Even though it was the coldest day in November and held outside, it seemed to be successful and the kids enjoyed it. At this time, they are working on Scholarships. Youth are busy with Stock shows for this spring. Plans for upcoming Diabetes education programs are being prepared. **Michael Hayes** thanked everyone who attended, volunteered or helped make the Livestock Show in Luling a success. The stock show in Lockhart is February 5-7. There are youth from Caldwell County attending and showing at the Fort Worth show this week and he will be attending. The spring will be very busy for the youth. He expects a very positive outcome.

2015.01.26.07 Special Presentation. None

(ALL OTHER AGENDA ITEMS)

2015.01.26.08 Discussion/Action to approve Resolution No. 02-2015 supporting legislation to amend the Local Government Code to allow a possible increase of the Caldwell County Auditor's compensation and allowances above existing limits.

Judge Todd Blomerth spoke to the Court requesting the adoption of the Resolution. He explained that there is an extreme need for a qualified CPA, not just an Auditor for Caldwell County. He explained that he did not feel that they would not be able to fill the vacancy with the present salary. He presented the Court with a letter that explained the compensation expected for the position. Motion made by Commissioner Muñoz, second by Commissioner Moses. All Voting "Aye"

2015.01.26.09 Discussion/Action to approve the lease of the Neopost IN-600 Digital Mailing System for the Courthouse and other downtown county offices. Cost: \$1,365.00 per year.

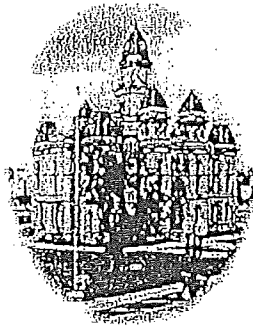
County Auditor Larry Roberson explained the need for a postage machine at the Courthouse and his suggestion for the choice of products. Motion made by Commissioner Muñoz, second by Commissioner Moses to approve the lease of the Neopost IN-600 Digital Mailing System for the Courthouse and other downtown county offices. Cost: \$1,365.00 per year. All Voting "Aye"

2015.01.26.10 Discussion/Action to approve payment to the State Comptroller for fees collected but not remitted for prior years. Cost: \$259,466.52.

County Auditor Larry Roberson gave a brief overview of the need for the payment. The funds had been approved in a prior meeting. Motion made by Commissioner Roland, second by Commissioner Moses to approve payment of \$259,466.52 to the State Comptroller for fees collected but not remitted for prior years.: All Voting "Aye"

Judge Blomerth

STEVE THOMAS
Court Administrator
Comal, Hays and
Caldwell Counties



CALDWELL COUNTY
OFFICE OF COURT ADMINISTRATION
22ND, 207TH, 421ST
JUDICIAL DISTRICTS

**NOTICE OF MEETING OF DISTRICT JUDGES WITH JURISDICTION
IN CALDWELL COUNTY, TEXAS (22ND, 207TH, AND 421ST) FOR PURPOSES
OF SETTING THE OFFICIAL COURT REPORTERS AND AUDITOR
SALARIES**

On Tuesday August 4th, 2015 at 12:00pm in the District Courtroom A, Caldwell County Justice Center, 1703 S. Colorado, Lockhart, Texas 78644, the District Judges will convene for the purpose of conducting the following business:

1. Call to Order: Honorable Todd Blomerth, 421st District Judge
2. Discussion/Action: Setting the salary for the 22nd, 207th and 421st Official Court Reporters for FY2016
3. Discussion/Action: Setting the salary for the Caldwell County Auditor and Staff for FY2016
4. Adjourn

FILED this 23rd day of July 2015
11:40 A.M.
 CAROL HOLCOMB
 COUNTY CLERK, CALDWELL COUNTY, TEXAS
 By Jane Egan Deputy

IN THE MATTER * IN THE 421ST JUDICIAL
OF * DISTRICT COURT OF
OFFICIAL COURT REPORTERS *
AND OFFICE OF COUNTY AUDITOR * CALDWELL COUNTY, TEXAS

ORDER RELATING TO THE OFFICIAL COURT REPORTERS OF THE 421ST, 22ND
AND 207TH JUDICIAL DISTRICT COURT AND AUDITOR OF THE COUNTY OF
CALDWELL

WHEREAS, pursuant to TEX. GOV. CODE Sec. 152.905 a public hearing was held;

WHEREAS, it appearing to the Court that Aisha White-Thompson is the holder of a certificate in full force and effect issued by the Supreme Court of Texas pursuant to TEX. GOV. CODE, 52.021, authorizing and qualifying the said Aisha White-Thompson for appointment as Official Court Reporter for such District Court; and

WHEREAS, the salary for said Court Reporter, and increase thereof is within the statutorily mandated limits set forth in TEX. GOV. CODE Sec. 52.012(d)(1); and

WHEREAS pursuant to TEX. GOV. CODE Section 152.031 hearing was lawfully held regarding the compensation for County Auditor;

IT IS THEREFORE ORDERED AND DECREED THAT:

The salary for said Aisha White-Thompson, as Official Court Reporter for the 421ST Judicial District Court of Caldwell County, Texas shall be fixed at a sum equal to her current salary rate and any *increase* accorded Caldwell County employees by the Commissioners' Court of said County for fiscal year 2016.

The salary for Court Reporters for the 22nd and 207th Judicial District Courts shall be fixed at a sum equal to their current salary rate and any *increase* accorded Caldwell County employees by the Commissioners' Court of said County for fiscal year 2016 prorated with Hays and Comal Counties.

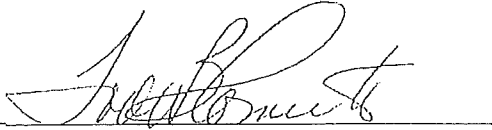
Compensation for County Auditor Debra French shall be set at \$70,000 per annum, subject to approval of the Caldwell County Commissioners Court, effective the commencement of the 2016 budget year for the County of Caldwell.

Compensation for County Auditor staff is hereby set pursuant to Exhibit A, attached and incorporated by reference, effective the commencement of the 2016 budget year for the County of Caldwell.

Signed this the 4th day of August, 2015.



JACK ROBISON
207TH JUDICIAL DISTRICT JUDGE



TODD BLOMERTH
421ST JUDICIAL DISTRICT JUDGE

FILED this 4th day of Aug 2015
1:00 PM
TINA MORGAN FREEMAN
CLERK, DISTRICT COURT, CALDWELL CO., TX
By Balinda Douglas Deputy

Exhibit A

CALDWELL COUNTY, TEXAS ANNUAL BUDGET FISCAL YEAR ENDED SEPTEMBER 30, 2016

		2012-2013 Total Activity	2013-2014 Total Activity	2014-2015 Total Budget	2014-2015 Estimated	2015-2016 Total Budget
001-2120-4810	TRAINING	1,495	1,519	1,700	1,025	1,000
001-2120-4850	MISCELLANEOUS	28	-	-	-	-
001-2120-5310	MACHINERY AND EQUIPMENT	444	-	-	-	-
Department : 2120 - COUNTY TREASURER Total:		<u>\$ 101,797</u>	<u>\$ 105,383</u>	<u>\$ 108,945</u>	<u>\$ 108,280</u>	<u>\$ 109,332</u>

Department : 2130 - COUNTY AUDITOR

001-2130-1020	APPOINTED OFFICIAL (1)	\$ 48,145	\$ 63,146	\$ 64,146	\$ 64,166	\$ 70,000
001-2130-1040	CLERICAL AND ASSISTANTS (1)	35,375	35,940	36,941	36,941	36,941
001-2130-1042	INTERNAL AUDITOR (1)	41,600	43,531	44,531	44,531	44,531
001-2130-1092	ACCOUNTS PAYABLE CLERK (1)	27,200	27,978	29,477	29,478	29,978 31,978
001-2130-1105	MERIT AWARDS	-	-	-	-	-
001-2130-1110	LONGEVITY	50	125	200	200	275
001-2130-2010	SOCIAL SECURITY & MEDICARE TAX	10,809	11,908	13,498	13,499	13,992
001-2130-2020	GROUP MEDICAL INSURANCE	25,448	27,040	29,300	28,972	31,869
001-2130-2030	RETIREMENT	7,028	7,115	7,012	6,942	7,269
001-2130-2070	EMPLOYEE BONDING	450	450	500	450	500
001-2130-3050	DUES & SUBSCRIPTIONS	596	750	1,000	400	700
001-2130-3110	OFFICE SUPPLIES	3,630	2,636	2,500	2,600	2,000
001-2130-3120	POSTAGE	1,751	1,846	2,000	2,070	2,000
001-2130-4110	PROFESSIONAL SERVICES	2,856	2,650	-	-	-
001-2130-4260	TRANSPORTATION	299	403	500	160	500
001-2130-4420	TELEPHONE	-	-	-	-	-
001-2130-4510	REPAIRS & MAINTENANCE	-	-	-	-	-
001-2130-4610	RENTALS	3,011	-	-	-	-
001-2130-4810	TRAINING	1,909	1,719	2,200	2,059	1,200
001-2130-4850	MISCELLANEOUS	127	63	-	-	-
001-2130-5310	MACHINERY AND EQUIPMENT	970	-	-	-	-
Department : 2130 - COUNTY AUDITOR Total:		<u>\$ 211,254</u>	<u>\$ 227,300</u>	<u>\$ 233,805</u>	<u>\$ 232,466</u>	<u>\$ 241,755</u>

243,755

COMMISSIONERS COURT MINUTES
Regular Meeting on August 10, 2015

2015.08.10.17

Discussion/Action to receive the District Court Judge's order setting the County Auditor's salary, travel expenses, and other allowances, and the number of Auditor Assistants and their salaries and benefits.

Civil Attorney, Jordan Powell explained to the Court the new legislation in regards to the Auditor's salary. She explained that the suggested salary given by the District Judge must be approved in Commissioners Court to be effective in light of the County now fitting into an exception in the Local Government Code. She also stated the importance of the Court clarifying they are only receiving the order at this time and will discuss the order at a later time.

Motion made by Commissioner Muñoz, second by Commissioner Moses to receive the District Court Judge's order setting the County Auditor's salary, travel expenses, and other allowances, and the number of Auditor Assistants and their salaries and benefits. All voting "Aye"

2015.08.10.18

Discussion/Action to appoint a representative to the Bluebonnet Trails Community Services Board of Trustees, to serve a two year term beginning September 1, 2015.

Executive Director of Bluebonnet Trails, Andrea Richardson explained to the Court the importance of its services to Caldwell County. She asked the Court for their consideration in reinstating Tom Bonn as Board Representative for Bluebonnet Trails.

Motion made by Commissioner Roland, second by Commissioner Madrigal to appoint Tom Bonn as representative to the Bluebonnet Trails, Community Services Board of Trustees, to serve a two year term beginning September 1, 2015. All voting "Aye"

2015.08.10.19

Discussion/Action regarding 130 Environmental Park, SOAH Docket No. 582-15-2082; TCEQ Docket No.2015-0069-MSW and related matters. **[Executive Session is requested pursuant to Texas Government Code, Title 5, Subchapter D, Section 551.071 (Consultation with Attorney)].**

Executive Session beginning at 10:26 a.m.

Persons present in the executive session were: Commissioner Muñoz, Commissioner Moses, Commissioner Madrigal, Commissioner Roland, Judge Schawe, Civil Attorney, Jordan Powell and Eric Magee with Allison, Bass, and Magee.

Executive Session ended at 11:18 a.m.

Judge Schawe announces back in session at 11:27 a.m.

No action was taken in closed court. No action was taken in open court.

2015.09.28.15 Host Agreement
Workshop: Relating to the proposed
host agreement submitted by 130
Environmental Park, LLC. **Speaker:**
Commissioner Munoz.

2015.09.28.16 Discussion/Action
concerning proposed host agreement
and litigation between Caldwell County
and 130 Environmental Park, LLC.
[Executive Session is requested for
professional legal advice concerning
legal ramifications in the proposed
host agreement pursuant to Texas
Government Code, Title 5, Subchapter
D, Section 551.071 (Consultation with
Attorney)]. Speaker: Commissioner
Munoz. Backup: 1.

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 within 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

pecially 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.

2015.09.28.18

Adjournment.