

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



Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on Tuesday, March 12, 2024 at 9:00 AM in 110 S Main St. 2nd Floor, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:

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

D. ANNOUNCEMENTS:

Items or comments from Court members or staff.

E. 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.) Citizens' Comments may be submitted to the Court by using the form found at: <http://www.co.caldwell.tx/us/page/caldwell.CommissionersCourtForm>

F. CONSENT AGENDA:

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

F.1 To approve payments of County Invoices and Purchase Orders in the amount of \$212,941.31.

F.2 To approve County Payroll payment in the amount of \$432,377.34 (2/11/2024 - 2/24/2024).

F.3 To approve County Payroll Tax payment in the amount of \$126,519.80 (2/11/2024 - 2/24/2024).

F.4 To accept the February 2024 Indigent Burial Report.

F.5 To accept Disclosure Report/Financial Accounts January 2024 regarding Hot Check, Escrow, Discretionary Fund, Asset Forfeiture, Asset Forfeited, and DA LEOSE accounts.

F.6 To accept 2023 Caldwell County Constable PCT. 1 Racial Profiling Report.

F.7 To accept 2023 Caldwell County Constable PCT. 2 Racial Profiling Report.

F.8 To receive notice of collateral assignment.

F.9 To accept certification for continuing education hours for Danie Teltow, County Auditor.

F.10 To accept certification for continuing education hours for Gabi Saldana, 1st Assistant Auditor.

G. PRESENTATION:

G.1 Presentation regarding a proposed development of a data center campus located at FM 2720 and Bobwhite Road. Speaker: B.J. Westmoreland/Todd Workman; Backup: 3; Cost: \$0.00

H. DISCUSSION/ACTION ITEMS:

H.1 Regarding the burn ban. Speaker: Judge Haden/Hector Rangel; Backup: 2; Cost: \$0.00

H.2 To approve Order 07-2024 authorizing the sale of fireworks for San Jacinto Day. Speaker: Judge Haden/Hector Rangel; Backup: 3; Cost: \$0.00

H.3 To approve a development agreement between the County and Kinder Morgan Texas Pipeline LLC, for the development of a natural gas transmission pipeline. Speaker: Judge Haden/Allen Fore; Backup: 9; Cost: \$0.00

H.4 To accept a \$1.5 million donation from Kinder Morgan Texas Pipeline LLC. Speaker: Judge Haden/Allen Fore; Backup: 2; Cost: \$0.00

H.5 To approve a professional services agreement between the County and Dr. Charles Laurence for the practice of medicine pursuant to duties as the local health authority. Speaker: Judge Haden/Chase Goetz; Backup: 4; Cost: \$12,000 annually

H.6 To appoint Dr. Charles Laurence as the local health authority for Caldwell County, Texas, for a term of 2 years, effective March 25, 2024. Speaker: Judge Haden; Backup: 0; Cost: N/A

H.7 To approve the designation of 9 county assets as salvage or surplus property for disposal or auction. Speaker: Judge Haden/Carolyn Caro; Backup: 1; Cost: \$0.00

H.8 To approve the agreed cancellation of a competitive bid award to Vulcan Materials for TXDOT Grade 4 aggregate. Speaker: Judge Haden/Donald Leclerc; Backup: 0; Cost: \$0.00

H.9 To approve final draft and solicitation of RFB 24CCP01B for Aggregate Grade 4 (3/8"). Speaker: Judge Haden/Carolyn Caro; Backup: 28; Cost: \$0.00

H.10 To approve a permit for the development of Westwood Park #3, located at 1114 Westwood Road. Speaker: Commissioner Westmoreland; Backup: 10; Cost: \$0.00

H.11 To approve the Final Plat for Clayton Addition consisting of 7 residential lots on approximately 13.177 acres located on Callihan Road and Bugtussle Lane. Speaker: Commissioner Horne/Kasi Miles; Backup: 19; Cost: \$0.00

H.12 To approve the Final Plat for Cool Water Acres consisting of 124 residential lots on approximately 155.951 acres located on Taylorsville Road and FM 86. Speaker: Commissioner Horne/Kasi Miles; Backup: 50; Cost: \$0.00

H.13 To approve public improvements in Tumbleweed Estates Phase 1 for permanent county maintenance and release the two-year maintenance bond. Speaker: Hoppy Haden/Dyral Thomas/Donald Leclerc; Backup: 3; Cost: \$0.00

I. 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 Prospective Gift Donations); Texas Government Code Section 551.074 (Deliberations about Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices or Security Audits); Texas Government Code Section 551.084 (Exclusion of Witness from Hearing); Texas Government Code Section 551.087 (Deliberations about Economic Development Negotiations); and Texas Government Code Section 551.089 (Deliberations about Security Devices or Security Audits). In the event that the Court adjourns into Executive Session, the Court will announce the section of the 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. Requests 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.

Notice: Any documents linked to an item listed in this Agenda are subject to change both after posting and after discussion and vote during the Commissioners Court meeting. A copy of this Notice has been posted on the outdoor bulletin board located at the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Said place is readily accessible to the general public at all times, and will remain posted continuously for at least 72 hours preceding the scheduled time of the meeting. A copy of this Notice has also been posted online at the County's website at <https://www.co.caldwell.tx.us/page/caldwell.CommissionersCourtAgendaMinutesandVideo>.

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Reoccurring Payment

Subject: To approve payments of County Invoices and Purchase Orders in the amount of \$212,941.31.

Costs: \$212,941.31

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 19



Caldwell County, TX

Payment Register

APPKT14439 - AP 3/12/2024

01 - Vendor Set 01

Bank: 2022 AP BNK - POOLED CASH-OPERATION-2022

Vendor Number 5-FMEC	Vendor Name 5-F MECHANICAL GROUP, INC			Total Vendor Amount 905.41
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	905.41	
Payable Number 44515	Description Ceiling Leak	Payable Date 02/14/2024	Due Date 03/12/2024	Discount Amount 0.00
				Payable Amount 905.41

Vendor Number AERDYN	Vendor Name AERODYNAMICS AIRCONDITIONING & REFRIG.			Total Vendor Amount 1,585.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	1,585.00	
Payable Number 1416	Description Freezer-Heater Replacements	Payable Date 02/16/2024	Due Date 03/12/2024	Discount Amount 0.00
1418	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00
1421	REPAIRS AND MAINT	02/23/2024	03/12/2024	0.00
				Payable Amount 1,060.00
				180.00
				345.00

Vendor Number AMACOM	Vendor Name AMAZON.COM SALES, INC			Total Vendor Amount 1,022.88
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	1,022.88	
Payable Number 11TN-LPQ7-Q6JV	Description MACHINERY AND EQUIP	Payable Date 02/19/2024	Due Date 03/12/2024	Discount Amount 0.00
13GY-J7KX-XNXV	OFFICE SUPPLIES	02/20/2024	03/12/2024	0.00
14PV-LXKM-FWMD	OFFICE SUPPLIES	02/06/2024	03/12/2024	0.00
1DTT-7VH3-YCPP	OFFICE SUPPLIES	02/13/2024	03/12/2024	0.00
1JPG-MF1D-RXQ3	REPAIRS AND MAINT	02/19/2024	03/12/2024	0.00
1JPG-MF1D-VM7F	Measuring Wheels & Umbrellas	02/19/2024	03/12/2024	0.00
1LRT-TYRV-97YN	MACHINERY AND EQUIP	02/05/2024	03/12/2024	0.00
1PKJ-XM6R-4KKP	OPERATING SUPPLIES	01/23/2024	03/12/2024	0.00
				Payable Amount 54.68
				45.00
				123.50
				21.98
				18.87
				551.02
				38.84
				168.99

Vendor Number ATCINT	Vendor Name ATCO INTERNATIONAL			Total Vendor Amount 382.65
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	382.65	
Payable Number I0624923	Description REPAIRS AND MAINT	Payable Date 02/01/2024	Due Date 03/12/2024	Discount Amount 0.00
				Payable Amount 382.65

Vendor Number BETTECH	Vendor Name BETA TECHNOLOGY, INC			Total Vendor Amount 349.04
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	349.04	
Payable Number 664979	Description SUPPLIES AND TOOLS	Payable Date 02/14/2024	Due Date 03/12/2024	Discount Amount 0.00
				Payable Amount 349.04

Vendor Number BRAMAT	Vendor Name BRAUNTEX MATERIALS, INC.			Total Vendor Amount 25,295.08
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		03/06/2024	25,295.08	
Payable Number 155305	Description Acct 1600	Payable Date 02/15/2024	Due Date 03/12/2024	Discount Amount 0.00
				Payable Amount 25,295.08

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Vendor Number	Vendor Name					Total Vendor Amount
CALTAX	CALDWELL COUNTY TAX ASSESSOR					15.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9021477 2024	UNIT RD 9021477 2024 VIN 5982	02/28/2024	03/12/2024	0.00	7.50	
Check				03/06/2024		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9021482 2024	UNIT RD LICENSE 9021482 2024 VIN 5000	02/28/2024	03/12/2024	0.00	7.50	
Vendor Number	Vendor Name					Total Vendor Amount
CARSER	CARD SERVICE CENTER					1,997.36
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		1,997.36
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3445168728	TRAINING - 2024 JUDGES/COMMISSIONERS ASSOC CONF	02/22/2024	03/12/2024	0.00	247.70	
3447786858	TRAINING - 2024 JUDGES/COMMISSIONERS ASSOC CONF	02/22/2024	03/12/2024	0.00	247.70	
3448561870	TRAINING - 2024 JUDGES/COMMISSIONERS ASSOC CONF	02/22/2024	03/12/2024	0.00	247.70	
3450404988	TRAINING - 2024 JUDGES/COMMISSIONERS ASSOC CONF	02/22/2024	03/12/2024	0.00	247.70	
4AA0CFAD-0006	OPERATING SUPPLIES	02/18/2024	03/12/2024	0.00	69.00	
515	OFFICE SUPPLIES	02/14/2024	03/12/2024	0.00	279.36	
85620021	TRAINING - 2024 JUDGES/COMMISSIONERS ASSOC CONF	02/16/2024	03/12/2024	0.00	355.12	
885908	TRANSPORTATION	02/16/2024	03/12/2024	0.00	53.08	
TCP-20-7494	TRAINING - 2024 JUDGES/COMMISSIONERS CONF	02/13/2024	03/12/2024	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
CENAIR	CENTURY HVAC DISTRIBUTING, L.P.					108.55
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		108.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
111535391	JP3 SIMON BUILDING	02/06/2024	03/12/2024	0.00	109.62	
CM 111359365	REPAIRS AND MAINT	03/12/2024	03/12/2024	0.00	-1.07	
Vendor Number	Vendor Name					Total Vendor Amount
SPEBUS	CHARTER COMMUNICATIONS HOLDINGS, LLC					244.44
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		244.44
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
184512001021424	Scott Annex 02/05 to 03/03	02/14/2024	03/12/2024	0.00	244.44	
Vendor Number	Vendor Name					Total Vendor Amount
CINTAS	CINTAS CORPORATION #86					1,982.17
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		1,982.17
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4183465778	Cintas customer ref# TX992646	02/15/2024	03/12/2024	0.00	71.29	
4183465909	UNIFORMS	02/15/2024	03/12/2024	0.00	53.81	
4183465978	Cintas customer ref# TX992646	02/15/2024	03/12/2024	0.00	300.30	
4183466045	Cintas Cust Ref# TX992646	02/15/2024	03/12/2024	0.00	210.07	
4183466200	Cintas customer ref# TX992646	02/15/2024	03/12/2024	0.00	417.24	
4184179670	Cintas customer ref# TX992646	02/22/2024	03/12/2024	0.00	71.29	
4184179810	UNIFORMS	02/22/2024	03/12/2024	0.00	53.81	
4184179924	Cintas customer ref# TX992646	02/22/2024	03/12/2024	0.00	300.30	
4184179997	Cintas customer ref# TX992646	02/22/2024	03/12/2024	0.00	210.07	
4184180122	Cintas customer ref# TX992646	02/22/2024	03/12/2024	0.00	293.99	

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Vendor Number CINFIR	Vendor Name CINTAS FAS LOCKBOX 636525					Total Vendor Amount 461.01
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	461.01		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	5198523806	RENTALS	02/20/2024	03/12/2024	0.00	291.83
	5199073089	RENTALS	02/23/2024	03/12/2024	0.00	169.18
Vendor Number CLIMCC	Vendor Name CLIFFORD W. MCCORMACK					Total Vendor Amount 2,149.00
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	2,149.00		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	21-FL-397	21-FL-397	02/15/2024	03/12/2024	0.00	844.00
	23-193	23-193	02/15/2024	03/12/2024	0.00	805.00
	43449	43449	02/08/2024	03/12/2024	0.00	500.00
Vendor Number COLWIS	Vendor Name COLIN WISE					Total Vendor Amount 300.00
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	300.00		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	24JUV-3010	24JUV-3010	02/21/2024	03/12/2024	0.00	300.00
Vendor Number MSB	Vendor Name CTRMA PROCESSING					Total Vendor Amount 16.70
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	16.70		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	100073200742	TEXTOLL PLATE 1364097	01/22/2024	03/12/2024	0.00	16.70
Vendor Number DANMCC	Vendor Name DAN MCCORMACK					Total Vendor Amount 500.00
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	500.00		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	2961-23CC 2	2961-23CC	02/24/2024	03/12/2024	0.00	500.00
Vendor Number DANPEA	Vendor Name DANIEL P PEACOCK					Total Vendor Amount 100.00
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	100.00		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	2/22/2024	2/22/24 TOBACCO STING	02/22/2024	03/12/2024	0.00	100.00
Vendor Number DARLAW	Vendor Name DARLA LAW					Total Vendor Amount 250.58
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	250.58		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	FEBRUARY 2024	MILEAGE FOR FEBRUARY 2024	02/28/2024	03/12/2024	0.00	250.58
Vendor Number DAVBRO	Vendor Name DAVID BROOKS, ATTORNEY AT LAW					Total Vendor Amount 100.00
Payment Type Check	Payment Number		Payment Date	Payment Amount		
			03/06/2024	100.00		
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	JANUARY 2024	LEGAL SERVICES - JANUARY	01/29/2024	03/12/2024	0.00	100.00

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Vendor Number	Vendor Name			Total Vendor Amount	
DEWPOT	DEWITT POTH & SON			683.79	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	683.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
746269-0	OFFICE SUPPLIES	02/15/2024	03/12/2024	0.00	436.22
746648-0	OFFICE SUPPLIES	02/16/2024	03/12/2024	0.00	82.26
746865-0	OFFICE SUPPLIES	02/20/2024	03/12/2024	0.00	39.70
747681-0	OFFICE SUPPLIES	02/27/2024	03/12/2024	0.00	125.61

Vendor Number	Vendor Name			Total Vendor Amount	
DOUASS	DOUCET & ASSOCIATES, INC			59,177.70	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	12,500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00000506	Project: Caldwell County FPP TWDB	02/14/2024	03/12/2024	0.00	12,500.00
Check		03/06/2024	1,132.50		
00000548	Project No: 01911189.080R Heartland Ranch Ph3	02/19/2024	03/12/2024	0.00	1,132.50
Check		03/06/2024	105.00		
00000575	Doucet Services Project No: 01911245.002R	02/21/2024	03/12/2024	0.00	105.00
Check		03/06/2024	950.00		
00000576	Project 01911198.040R	02/21/2024	03/12/2024	0.00	950.00
Check		03/06/2024	787.50		
00000577	Doucet Services Project No: 01911198.050R	02/21/2024	03/12/2024	0.00	787.50
Check		03/06/2024	275.00		
00000578	Project 01911198.060R	02/21/2024	03/12/2024	0.00	275.00
Check		03/06/2024	240.00		
00000579	Doucet Services Project No: 01911198.061R	02/21/2024	03/12/2024	0.00	240.00
Check		03/06/2024	650.00		
00000580	Project 01911205.020R	02/21/2024	03/12/2024	0.00	650.00
Check		03/06/2024	618.75		
00000581	Doucet Services Project No: 01911207.040R	02/21/2024	03/12/2024	0.00	618.75
Check		03/06/2024	2,212.50		
00000582	Project 01911207.050R	02/21/2024	03/12/2024	0.00	2,212.50
Check		03/06/2024	137.50		
00000583	Doucet Services Project No: 01911233.010R	02/21/2024	03/12/2024	0.00	137.50
Check		03/06/2024	2,316.25		
00000584	Project 01911238.020R	02/21/2024	03/12/2024	0.00	2,316.25
Check		03/06/2024	481.25		
00000585	Doucet Services Project No: 01911249.040R	02/21/2024	03/12/2024	0.00	481.25
Check		03/06/2024	1,585.00		
00000586	Project 01911262.020R	02/21/2024	03/12/2024	0.00	1,585.00

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					03/06/2024	825.00
	00000587	Doucet Services Project No: 01911293.030R	02/21/2024	03/12/2024	0.00	825.00
Check					03/06/2024	105.00
	00000588	Project 01911312.020R	02/21/2024	03/12/2024	0.00	105.00
Check					03/06/2024	472.50
	00000589	Doucet Services Project No: 01911316.010R	02/21/2024	03/12/2024	0.00	472.50
Check					03/06/2024	245.00
	00000590	Project 01911321.010R	02/21/2024	03/12/2024	0.00	245.00
Check					03/06/2024	137.50
	00000591	Doucet Services Project No: 01911323.010R	02/21/2024	03/12/2024	0.00	137.50
Check					03/06/2024	1,100.00
	00000592	Project 01911331.010R	02/21/2024	03/12/2024	0.00	1,100.00
Check					03/06/2024	207.50
	00000593	Doucet Services Project No: 01911332.010R	02/21/2024	03/12/2024	0.00	207.50
Check					03/06/2024	370.00
	00000594	Project 01911333.010R	02/21/2024	03/12/2024	0.00	370.00
Check					03/06/2024	252.50
	00000595	Doucet Services Project No: 01911338.010R	02/21/2024	03/12/2024	0.00	252.50
Check					03/06/2024	1,436.25
	00000596	Project 01911338.020R	02/21/2024	03/12/2024	0.00	1,436.25
Check					03/06/2024	1,060.00
	00000597	Doucet Services Project No: 01911339.010R	02/21/2024	03/12/2024	0.00	1,060.00
Check					03/06/2024	221.25
	00000598	Project 01911340.010R	02/21/2024	03/12/2024	0.00	221.25
Check					03/06/2024	240.00
	00000599	Doucet Services Project No: 01911343.010R	02/21/2024	03/12/2024	0.00	240.00
Check					03/06/2024	240.00
	00000600	Project 01911344.010R	02/21/2024	03/12/2024	0.00	240.00
Check					03/06/2024	1,087.50
	00000601	Doucet Services Project No: 01911330.010R	02/21/2024	03/12/2024	0.00	1,087.50
Check					03/06/2024	206.25
	00000602	Project 01911239.020R	02/21/2024	03/12/2024	0.00	206.25
Check					03/06/2024	587.50
	00000603	Doucet Services Project No: 01911240.030R	02/21/2024	03/12/2024	0.00	587.50
Check					03/06/2024	895.00
	00000604	Doucet Services Project No: 01911240.040R	02/21/2024	03/12/2024	0.00	895.00

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					03/06/2024	728.75
	00000605	Project 01911183.030R	02/21/2024	03/12/2024	0.00	728.75
Check					03/06/2024	68.75
	00000606	Doucet Services Project No: 0191196.030R	02/21/2024	03/12/2024	0.00	68.75
Check					03/06/2024	50.00
	00000607	Project 01911198.020R	02/21/2024	03/12/2024	0.00	50.00
Check					03/06/2024	12,938.95
	00000608	Doucet Services Project No: 01911100.000R	02/21/2024	03/12/2024	0.00	12,938.95
Check					03/06/2024	300.00
	00000609	Project 01911225.010R	02/21/2024	03/12/2024	0.00	300.00
Check					03/06/2024	1,191.25
	00000618	Project No: 01911251.020R Cotton Gateway Prelim Pl	02/21/2024	03/12/2024	0.00	1,191.25
Check					03/06/2024	240.00
	00000619	Project No: 01911225.060R Sunset Decton VI Commer	02/21/2024	03/12/2024	0.00	240.00
Check					03/06/2024	2,118.75
	00000620	Proj No: 01911225.070R Sunset Oaks Section VII Pre	02/21/2024	03/12/2024	0.00	2,118.75
Check					03/06/2024	343.75
	00000621	Proj No: 01911261.010R Red Oak Plant Road Develop	02/21/2024	03/12/2024	0.00	343.75
Check					03/06/2024	447.50
	00000622	Proj No: 01911293.050R UPI Phase 2 Plans	02/21/2024	03/12/2024	0.00	447.50
Check					03/06/2024	753.75
	00000623	Proj No: 01911318.010R Sage Hills Subdiv PrlimPlat	02/21/2024	03/12/2024	0.00	753.75
Check					03/06/2024	310.00
	00000624	Proj No: 01911320.020R Deer Creek Final Plat	02/21/2024	03/12/2024	0.00	310.00
Check					03/06/2024	417.50
	00000625	Proj No: 01911342.010R Lantana Development Agmt	02/21/2024	03/12/2024	0.00	417.50
Check					03/06/2024	652.50
	00000631	Proj No: 01911295.010R Luling RV Park	02/22/2024	03/12/2024	0.00	652.50
Check					03/06/2024	1,650.00
	00000633	Proj No: 01911251.030R Cotton Gateway Phase 1 Plan	02/22/2024	03/12/2024	0.00	1,650.00
Check					03/06/2024	647.50
	00000634	Proj No: 01911251.040R Cotton Gateway Floodplain	02/22/2024	03/12/2024	0.00	647.50
Check					03/06/2024	1,071.25
	00000636	Proj No: 01911261.020R Gristmill at Prairie Lea	02/22/2024	03/12/2024	0.00	1,071.25
Check					03/06/2024	660.00
	00000637	Proj No: 01911262.030R Lively Stone Subdiv Final	02/22/2024	03/12/2024	0.00	660.00

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
	00000638	Proj No: 01911330.020R Schulle Farms Prelim Plat	02/22/2024	03/12/2024	0.00	907.50	
						Total Vendor Amount	
						1,950.00	
Vendor Number	Vendor Name					Payment Date	Payment Amount
EDUESC	EDUARDO XAVIER ESCOBAR					03/06/2024	1,950.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	1,950.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
24JUV-3007	24JUV-3007	02/23/2024	03/12/2024	0.00	300.00		
24JUV-3009	24JUV-3009	02/23/2024	03/12/2024	0.00	600.00		
47872	47872	02/08/2024	03/12/2024	0.00	550.00		
49820	49820	02/08/2024	03/12/2024	0.00	500.00		
						Total Vendor Amount	
						126.98	
Vendor Number	Vendor Name					Payment Date	Payment Amount
ESMCHA	ESMERALDA CHAN					03/06/2024	126.98
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	126.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
02212024	TRAINING 2/14/2024 - 2/16/2024	02/21/2024	03/12/2024	0.00	126.98		
						Total Vendor Amount	
						6,475.00	
Vendor Number	Vendor Name					Payment Date	Payment Amount
EWEAC	EWEAC					03/06/2024	6,475.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	6,475.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
22824	11/31/24 - 02/28/24	02/28/2024	03/12/2024	0.00	6,475.00		
						Total Vendor Amount	
						796.52	
Vendor Number	Vendor Name					Payment Date	Payment Amount
FARBRO	FARMER BROTHERS. CO.					03/06/2024	796.52
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	796.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
93464974	cust 6302473	02/12/2024	03/12/2024	0.00	796.52		
						Total Vendor Amount	
						1,242.89	
Vendor Number	Vendor Name					Payment Date	Payment Amount
BUTBAK	FLOWERS BAKING CO. OF SAN ANTONIO					03/06/2024	1,242.89
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	1,242.89
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4038389539	cust 0040078309	02/12/2024	03/12/2024	0.00	567.89		
4038389645	cust 0040078309	02/19/2024	03/12/2024	0.00	675.00		
						Total Vendor Amount	
						144.00	
Vendor Number	Vendor Name					Payment Date	Payment Amount
GALLS	GALLS					03/06/2024	144.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	144.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
027029435	UNIFORMS	02/07/2024	03/12/2024	0.00	144.00		
						Total Vendor Amount	
						959.03	
Vendor Number	Vendor Name					Payment Date	Payment Amount
GRAING	GRAINGER					03/06/2024	959.03
Payment Type	Payment Number					Payment Date	Payment Amount
Check						03/06/2024	959.03
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9008957723	REPAIRS AND MAINT	02/05/2024	03/12/2024	0.00	137.44		
9012233764	REPAIRS AND MAINT	02/07/2024	03/12/2024	0.00	205.29		
9019046508	REPAIRS AND MAINT	02/13/2024	03/12/2024	0.00	279.36		
9020393097	FLEET OPERATIONS	02/14/2024	03/12/2024	0.00	215.64		
9030776620	REPAIRS AND MAINT	02/23/2024	03/12/2024	0.00	121.30		

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Vendor Number	Vendor Name					Total Vendor Amount
HANEQU	HANSON EQUIPMENT					36.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	36.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
303181	TIRES	02/23/2024	03/12/2024	0.00	36.00	
Vendor Number	Vendor Name					Total Vendor Amount
HILSPRI	HILL COUNTRY SPRINGS					311.95
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	311.95		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
103366	CCJC	02/12/2024	03/12/2024	0.00	72.99	
103367	Courthouse	02/12/2024	03/12/2024	0.00	64.99	
103368	Market St	02/12/2024	03/12/2024	0.00	57.99	
103369	CID Office	02/12/2024	03/12/2024	0.00	42.99	
103370	Scott Annex	02/12/2024	03/12/2024	0.00	72.99	
Vendor Number	Vendor Name					Total Vendor Amount
HOFSUP	HOFMANN'S SUPPLY					120.59
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	120.59		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
38804	RENTALS	02/14/2024	03/12/2024	0.00	120.59	
Vendor Number	Vendor Name					Total Vendor Amount
HOLBUR	HOLLIS WILBURN BURKLUND					350.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	350.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
40258	40258	02/15/2024	03/12/2024	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
HOLCAS	HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					1,938.06
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	1,938.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
WIEZ00407	500 Hour Generator Maintenance	02/06/2024	03/12/2024	0.00	1,938.06	
Vendor Number	Vendor Name					Total Vendor Amount
I-CON	I-CON SYSTEMS, INC					212.20
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	212.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S1005106	REPAIRS AND MAINT	02/15/2024	03/12/2024	0.00	212.20	
Vendor Number	Vendor Name					Total Vendor Amount
JANWIL	JANA CLIFT-WILLIAMS					133.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	133.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-FL-628 21	21-FL-628	02/13/2024	03/12/2024	0.00	133.00	
Vendor Number	Vendor Name					Total Vendor Amount
FARPLA	JOHN DEERE FINANCIAL					84.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	84.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2402-097425	LULING ANNEX	02/15/2024	03/12/2024	0.00	15.95	
2402-097459	LULING ANNEX	02/15/2024	03/12/2024	0.00	10.78	
2402-097476	LULING ANNEX	02/15/2024	03/12/2024	0.00	5.99	
2402-098282	LULING ANNEX	02/16/2024	03/12/2024	0.00	10.77	

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2402-103211	JUSTICE CENTER	02/22/2024	03/12/2024	0.00	31.92
2402-103859	JUSTICE CENTER	02/23/2024	03/12/2024	0.00	8.59
Vendor Number	Vendor Name			Total Vendor Amount	
SOMSTR	JOHN P. CYRIER			4,440.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	4,440.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
698	Feb 2024 Consulting	02/27/2024	03/12/2024	0.00	4,440.00
Vendor Number	Vendor Name			Total Vendor Amount	
RAMLAW	JOSE RAMIREZ LAW			640.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	640.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23CR-50395 / 23CR-50396	23CR-50395 ; 23CR-50396	02/15/2024	03/12/2024	0.00	640.00
Vendor Number	Vendor Name			Total Vendor Amount	
L&LPOR	L & L SEPTIC AND PORTABLE TOILETS			675.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	675.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
36561	Quarterly grease trap pumping	02/27/2024	03/12/2024	0.00	675.00
Vendor Number	Vendor Name			Total Vendor Amount	
LAUBIE	LAUREN PAIGE BIELAMOWICZ			230.99	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	230.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
02212024	STOCK SHOW 02/13/2024 02/14/2024 02/20/2024	02/21/2024	03/12/2024	0.00	230.99
Vendor Number	Vendor Name			Total Vendor Amount	
THOLEO	LEON TRANSLATIONS			200.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23553	SPANISH INTERPRETING SERVICES	02/08/2024	03/12/2024	0.00	200.00
Vendor Number	Vendor Name			Total Vendor Amount	
BLULAY	LOCAL LINUX, INC			26,388.35	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	26,388.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
81115	Syncro Feb19-Mar 19	02/20/2024	03/12/2024	0.00	296.35
81116	Network Cabling Installation	02/20/2024	03/12/2024	0.00	175.00
81142	Jail Replacement Rack Battery	02/22/2024	03/12/2024	0.00	1,055.00
81162	Monthly Service	02/23/2024	03/12/2024	0.00	21,004.00
81201	Datto Monthly	02/23/2024	03/12/2024	0.00	3,858.00
Vendor Number	Vendor Name			Total Vendor Amount	
LOCTRU	LOCKHART HARDWARE			1,247.12	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	1,247.12		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
51066/1	OPERATING SUPPLIES	02/13/2024	03/12/2024	0.00	60.00
51078/1	LULING ANNEX	02/13/2024	03/12/2024	0.00	33.97
51079/1	LULING ANNEX	02/13/2024	03/12/2024	0.00	36.96
51089/1	OPERATING SUPPLIES	02/13/2024	03/12/2024	0.00	14.28
51104/1	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	93.50
51116/1	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	27.56
51153/1	OPERATING SUPPLIES	02/16/2024	03/12/2024	0.00	28.95
51186/1	REPAIRS AND MAINT	02/20/2024	03/12/2024	0.00	399.00

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51201/1	REPAIRS AND MAINT	02/20/2024	03/12/2024	0.00	25.74
51205/1	OPERATING SUPPLIES	02/20/2024	03/12/2024	0.00	15.96
51212/1	LULING ANNEX	02/21/2024	03/12/2024	0.00	13.99
51217/1	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	41.99
51221/1	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	41.99
51223/1	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	19.99
51230/1	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	21.98
51234/1	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	15.97
51235/1	OPERATING SUPPLIES	02/21/2024	03/12/2024	0.00	87.13
51252/1	JP3 SIMON	02/22/2024	03/12/2024	0.00	10.82
51255/1	REPAIRS AND MAINT	02/22/2024	03/12/2024	0.00	23.94
51259/1	REPAIRS AND MAINT	02/22/2024	03/12/2024	0.00	9.99
51260/1	REPAIRS AND MAINT	02/22/2024	03/12/2024	0.00	75.98
51281/1	REPAIRS AND MAINT	02/23/2024	03/12/2024	0.00	70.00
51286/1	JUSTICE CENTER	02/23/2024	03/12/2024	0.00	17.68
51307/1	REPAIRS AND MAINT	02/26/2024	03/12/2024	0.00	7.59
51316/1	JP3 SIMON	02/27/2024	03/12/2024	0.00	41.32
51322/1	JP1 DRC	02/27/2024	03/12/2024	0.00	15.57
51324/1	JUSTICE CENTER	02/27/2024	03/12/2024	0.00	21.99
51331/1	JUSTICE CENTER	02/27/2024	03/12/2024	0.00	18.27
CM0000927	OPERATING SUPPLIES	03/12/2024	03/12/2024	0.00	-41.99
CM0000928	OPERATING SUPPLIES	03/12/2024	03/12/2024	0.00	-3.00

Vendor Number	Vendor Name				Total Vendor Amount
LOCMOT	LOCKHART MOTOR CO.,INC.				252.82
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	252.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102463	OPERATING SUPPLIES	02/21/2024	03/12/2024	0.00	124.04
102469	OPERATING SUPPLIES	02/22/2024	03/12/2024	0.00	128.78

Vendor Number	Vendor Name				Total Vendor Amount
LONLIV	LONGHORN S LIVESTOCK FEED				635.97
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	635.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
36887	OPERATING SUPPLIES	01/02/2024	03/12/2024	0.00	309.75
37328	OPERATING SUPPLIES	01/11/2024	03/12/2024	0.00	324.70
38411	OPERATING SUPPLIES	01/31/2024	03/12/2024	0.00	1.52

Vendor Number	Vendor Name				Total Vendor Amount
LOWE'S	LOWE'S COMPANIES, INC.				680.49
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	680.49		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
41938236	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	379.98
41938340	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	141.55
990531	OPERATING SUPPLIES	11/13/2023	03/12/2024	0.00	158.96

Vendor Number	Vendor Name				Total Vendor Amount
JCOJAN	M.B. HAMMO ENTERPRISES, LLC				1,629.28
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		03/06/2024	1,629.28		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
93888	Blanket PO FY 23-24 JCO Janitorial	02/14/2024	03/12/2024	0.00	871.58
93898	Blanket PO FY 23-24 JCO Janitorial	02/21/2024	03/12/2024	0.00	757.70

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Vendor Number	Vendor Name					Total Vendor Amount
MAGIND	MAGPUL INDUSTRIES CORP					44.84
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	44.84		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
ARI2000876	TRAINING	02/21/2024	03/12/2024	0.00	44.84	
Vendor Number	Vendor Name					Total Vendor Amount
MARPLU	MARK'S PLUMBING PARTS					301.03
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	301.03		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV002135651	REPAIRS AND MAINT	02/13/2024	03/12/2024	0.00	252.81	
INV002135717	REPAIRS AND MAINT	02/14/2024	03/12/2024	0.00	48.22	
Vendor Number	Vendor Name					Total Vendor Amount
MAYORT	MAYRA ORTIZ-CALDERON					81.94
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	81.94		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2/23/2024	2/20-21/2024 ELECTION SITE SUPPORT	02/23/2024	03/12/2024	0.00	81.94	
Vendor Number	Vendor Name					Total Vendor Amount
MOTSOL	MOTOROLA SOLUTIONS					156.90
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	156.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
8281817280	Cust Acct 1036173441	02/09/2024	03/12/2024	0.00	156.90	
Vendor Number	Vendor Name					Total Vendor Amount
NICLOW	NICOLE WORSLY LOVE					2,828.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	2,828.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
23-FL-289	23-FL-289	02/13/2024	03/12/2024	0.00	2,828.00	
Vendor Number	Vendor Name					Total Vendor Amount
OBAFUN	O'BANNON FUNERAL HOME					800.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	800.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011924 A.Mungia	A. Mungia transport	01/19/2024	02/13/2024	0.00	800.00	
Vendor Number	Vendor Name					Total Vendor Amount
OFFIDE	ODP BUSINESS SOLUTIONS					657.81
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	657.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
344697669001	OPERATING SUPPLIES	01/19/2024	03/12/2024	0.00	90.97	
349300629001	OPERATING SUPPLIES	02/05/2024	03/12/2024	0.00	103.23	
350974917001	OPERATING SUPPLIES	02/08/2024	03/12/2024	0.00	290.89	
355198161001	OFFICE SUPPLIES	02/13/2024	03/12/2024	0.00	138.14	
355199766001	OFFICE SUPPLIES	02/15/2024	03/12/2024	0.00	4.59	
355199767001	OFFICE SUPPLIES	02/13/2024	03/12/2024	0.00	29.99	
Vendor Number	Vendor Name					Total Vendor Amount
ORKIN	ORKIN - AUSTIN COMMERCIAL					320.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			03/06/2024	320.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
253682483	Acct 29121597	01/31/2024	03/12/2024	0.00	320.00	

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Vendor Number	Vendor Name					Total Vendor Amount
OCSSEP	OSCARS SEPTIC TANK SERVICES, INC.					500.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10081	Septic Pumping and Cleaning - 800 Gal.	02/20/2024	03/12/2024	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
PATMAR	PATHMARK TRAFFIC PROD. OF TX INC					112.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		112.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
19162	SIGNS	02/20/2024	03/12/2024	0.00	112.50	
Vendor Number	Vendor Name					Total Vendor Amount
PATSMI	PATRICIA SMITH					10.05
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		10.05
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
02/22/2024	ELECTIONS PRIMARY 2024	02/22/2024	03/12/2024	0.00	10.05	
Vendor Number	Vendor Name					Total Vendor Amount
PFGTEM	PERFORMANCE FOODSERVICE - TEMPLE					6,194.33
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		6,194.33
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2218123	Performance Food customer # 435577	02/13/2024	03/12/2024	0.00	1,510.74	
2221242	Performance Food customer # 435577	02/15/2024	03/12/2024	0.00	1,196.41	
2224345	Performance Food customer # 435577	02/19/2024	03/12/2024	0.00	1,629.85	
2228833	Performance Food customer # 435577	02/22/2024	03/12/2024	0.00	1,857.33	
Vendor Number	Vendor Name					Total Vendor Amount
PETREE	PETER DAVID REED					1,400.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		1,400.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
47588	47588	02/15/2024	03/12/2024	0.00	900.00	
49530	49530	02/15/2024	03/12/2024	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
PETTRA	PETROLEUM TRADERS CORPORATION					9,364.23
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		9,364.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1963725	Petroleum Traders acct #990644/1	02/15/2024	03/12/2024	0.00	9,364.23	
Vendor Number	Vendor Name					Total Vendor Amount
PRISOL	PRINTING SOLUTIONS					706.16
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		706.16
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4186 POS	OFFICE SUPPLIES	10/01/2023	03/12/2024	0.00	94.14	
4541 POS	OFFICE SUPPLIES	11/27/2023	03/12/2024	0.00	105.00	
4712 POS	OFFICE SUPPLIES	01/08/2024	03/12/2024	0.00	322.32	
4831 POS	OFFICE SUPPLIES	02/06/2024	03/12/2024	0.00	3.70	
4895 POS	OPERATING SUPPLIES	02/20/2024	03/12/2024	0.00	113.20	
4899 POS	OFFICE SUPPLIES	02/21/2024	03/12/2024	0.00	67.80	

Payment Register

APPKT14439 - AP 3/12/2024

Vendor Number	Vendor Name					Total Vendor Amount
QUALEA	QUADIENT LEASING USA, INC					468.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	468.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Q1205534	19-DEC-23 to 18-MAR-24 110 S Main St	02/15/2024	03/12/2024	0.00	468.30	
Vendor Number	Vendor Name					Total Vendor Amount
ROBMAD	ROBERT MADDEN, INC.					82.58
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	82.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6349575	REPAIRS AND MAINT	02/21/2024	03/12/2024	0.00	82.58	
Vendor Number	Vendor Name					Total Vendor Amount
SAFCLE	SAFETY-KLEEN CORP.					1,796.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	1,796.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
93837434	Bulk lube delivery	02/16/2024	03/12/2024	0.00	1,796.00	
Vendor Number	Vendor Name					Total Vendor Amount
JAIASS	SAM HOUSTON STATE UNIVERSITY - TEXAS JAIL ASSOC					620.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	620.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
02.13.24 JAIASS	38th Annual Jail Conference	02/13/2024	03/12/2024	0.00	620.00	
Vendor Number	Vendor Name					Total Vendor Amount
REDAUT	SEAN MATTHEW MANN					1,748.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	1,748.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
167601	cust 2092	12/15/2023	03/12/2024	0.00	661.30	
169753	OPERATING SUPPLIES	02/12/2024	03/12/2024	0.00	12.69	
169849	REPAIRS AND MAINT	02/14/2024	03/12/2024	0.00	78.48	
169870	REPAIRS AND MAINT	02/14/2024	03/12/2024	0.00	166.32	
169916	REPAIRS AND MAINT	02/15/2024	03/12/2024	0.00	334.78	
170090	SUPPLIES AND TOOLS	02/20/2024	03/12/2024	0.00	321.00	
170142	SUPPLIES AND TOOLS	02/21/2024	03/12/2024	0.00	16.98	
170225	SUPPLIES AND TOOLS	02/22/2024	03/12/2024	0.00	157.43	
Vendor Number	Vendor Name					Total Vendor Amount
SECONE	SECURITY ONE, INC					25.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1144794	MACHINERY AND EQUIPMENT	03/01/2024	03/12/2024	0.00	25.00	
Vendor Number	Vendor Name					Total Vendor Amount
SHEASS	SHERIFF'S ASSOCIATION OF TEXAS					25.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
446704 2024	2024 MEMBERSHIP	02/14/2024	03/12/2024	0.00	25.00	

Payment Register

APPKT14439 - AP 3/12/2024

Vendor Number SHEWIL	Vendor Name SHERWIN-WILLIAMS			Total Vendor Amount 127.15	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 127.15	
Payable Number 6666-9	Description COURTHOUSE	Payable Date 02/27/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 127.15

Vendor Number SMISUP	Vendor Name SMITH SUPPLY CO.- LOCKHART			Total Vendor Amount 3,619.58	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 3,619.58	
Payable Number 2402-615646	Description OPERATING SUPPLIES	Payable Date 02/13/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 97.80
2402-615742	REPAIRS AND MAINT	02/13/2024	03/12/2024	0.00	2.50
2402-615943	JP3 SIMON BUILDING	02/14/2024	03/12/2024	0.00	42.95
2402-615949	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	116.95
2402-616004	OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	27.45
2402-616049	JP3 SIMON BUILDING	02/14/2024	03/12/2024	0.00	191.70
2402-616261	JUSTICE CENTER	02/15/2024	03/12/2024	0.00	38.85
2402-616515	OPERATING SUPPLIES	02/16/2024	03/12/2024	0.00	18.95
2402-617476	Acct 2-516	02/20/2024	03/12/2024	0.00	810.95
2402-618075	Acct 2-516	02/22/2024	03/12/2024	0.00	2,027.90
2402-618137	REPAIRS AND MAINT	02/22/2024	03/12/2024	0.00	21.58
2402-618225	REPAIRS AND MAINT	02/22/2024	03/12/2024	0.00	98.95
2402-618357	OPERATING SUPPLIES	02/23/2024	03/12/2024	0.00	68.90
2402-618490	OPERATING SUPPLIES	02/23/2024	03/12/2024	0.00	29.75
2402-619000	REPAIRS AND MAINT	02/26/2024	03/12/2024	0.00	24.40

Vendor Number SOUTIR	Vendor Name SOUTHERN TIRE MART, LLC			Total Vendor Amount 6,444.37	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 6,444.37	
Payable Number 4650180104	Description TIRES	Payable Date 02/20/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 114.95
4650180109	Southern Tire customer # 0142726	02/20/2024	03/12/2024	0.00	1,205.90
4650181038	Southern Tire customer #0142726	02/16/2024	03/12/2024	0.00	4,371.80
4650181280	Southern Tire customer #0280894	02/20/2024	03/12/2024	0.00	751.72

Vendor Number SOUFIL	Vendor Name SOUTHWEST FILING & STORAGE			Total Vendor Amount 252.48	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 252.48	
Payable Number 16127	Description OFFICE SUPPLIES	Payable Date 02/26/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 252.48

Vendor Number STASLA	Vendor Name STACI SLAYDEN, CERTIFIED SHORTHAND REPORTER			Total Vendor Amount 1,521.00	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 1,521.00	
Payable Number 122022-A	Description CAUSE 22-FL-525	Payable Date 02/13/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 1,521.00

Vendor Number SUMBEN	Vendor Name SUMMER BENFORD			Total Vendor Amount 2,897.00	
Payment Type Check	Payment Number		Payment Date 03/06/2024	Payment Amount 2,897.00	
Payable Number 21-FL-237 3	Description 21-FL-237	Payable Date 02/22/2024	Due Date 03/12/2024	Discount Amount 0.00	Payable Amount 1,085.00
21-FL-628 5	21-FL-628	02/09/2024	03/12/2024	0.00	1,000.00
22-FL-084 3	22-FL-084	02/22/2024	03/12/2024	0.00	273.00
23-FL-035 3	23-FL-035	02/22/2024	03/12/2024	0.00	539.00

Payment Register

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Vendor Number SYSCO	Vendor Name SYSCO CENTRAL TEXAS, INC					Total Vendor Amount 9,554.93
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 9,554.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
813465974	Sysco customer 043430	01/15/2024	03/12/2024	0.00	105.18	
813570450	cust 043430	02/14/2024	03/12/2024	0.00	45.45	
813573276	Sysco customer 043430	02/14/2024	03/12/2024	0.00	2,333.33	
813573277	cust 043430	02/14/2024	03/12/2024	0.00	232.53	
813574327	cust 043430	02/15/2024	03/12/2024	0.00	33.01	
813574365	cust 043430	02/15/2024	03/12/2024	0.00	88.61	
813579728	cust 043430	02/16/2024	03/12/2024	0.00	173.69	
813579729	Sysco customer 043430	02/16/2024	03/12/2024	0.00	2,265.02	
813579730	cust 043430	02/16/2024	03/12/2024	0.00	27.85	
813595069	Sysco customer 043430	02/21/2024	03/12/2024	0.00	1,509.73	
813595070	cust 043430	02/21/2024	03/12/2024	0.00	27.85	
813603199	cust 043430	02/23/2024	03/12/2024	0.00	235.82	
813603200	Sysco customer 043430	02/23/2024	03/12/2024	0.00	2,030.25	
813603201	cust 043430	02/23/2024	03/12/2024	0.00	345.93	
813606946	cust 043430	02/24/2024	03/12/2024	0.00	100.68	

Vendor Number T7ENTE	Vendor Name T7 ENTERPRISES, LLC					Total Vendor Amount 541.00
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 541.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
50928	Tire Disposal	02/20/2024	03/12/2024	0.00	541.00	

Vendor Number TACEDU	Vendor Name TEXAS ASSOCIATION OF COUNTIES					Total Vendor Amount 150.00
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
236283 2024	TACA 2024 MEMBERSHIP FOR MEMBER 236283	01/01/2024	03/12/2024	0.00	150.00	

Vendor Number MOTVEH	Vendor Name TEXAS DEPARTMENT OF MOTOR VEHICLES					Total Vendor Amount 359.00
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 359.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
202312	2023 RTS LEASED WORKSTATIONS	02/26/2024	03/12/2024	0.00	359.00	

Vendor Number CRILAB	Vendor Name TEXAS DEPARTMENT OF PUBLIC SAFETY CRIME LAB					Total Vendor Amount 3.00
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 3.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CRS-202401-279160	SECURE NAME SEARCH	01/31/2024	03/12/2024	0.00	3.00	

Vendor Number TDCAA	Vendor Name TEXAS DISTRICT & COUNTY ATTORNEYS					Total Vendor Amount 165.00
Payment Type Check	Payment Number	Payment Date 03/06/2024			Payment Amount 165.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
239433 112309	2024 DUES FOR MEMBER 112309	02/01/2024	03/12/2024	0.00	80.00	
239433 40023	2024 DUES FOR MEMBER 40023	02/01/2024	03/12/2024	0.00	85.00	

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Vendor Number	Vendor Name					Total Vendor Amount
TEXROO	TEXAS ROOFING CO., INC.					950.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	950.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10242	Kitchen Leak	02/22/2024	03/12/2024	0.00	950.50	
Vendor Number	Vendor Name					Total Vendor Amount
JASTRU	THE LAW OFFICES OF JASON TRUMPLER					1,400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	1,400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
14-261	14-261	02/21/2024	03/12/2024	0.00	1,400.00	
Vendor Number	Vendor Name					Total Vendor Amount
WESGRO	THOMSON REUTERS - WEST PUBLISHING CORP					721.34
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	196.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
849641691	PUBLICATIONS - DISTRICT ATTORNEY	02/01/2024	03/12/2024	0.00	196.00	
Check				03/06/2024	420.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
849644523	PUBLICATIONS - CRIMINAL DA	02/01/2024	03/12/2024	0.00	420.00	
Check				03/06/2024	105.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
849735354	PUBLICATIONS - CRIMINAL DA LIBRARY	02/01/2024	03/12/2024	0.00	105.34	
Vendor Number	Vendor Name					Total Vendor Amount
UNIFIR	UNIFIRST CORPORATION					185.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	185.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2740135878	UniFirst customer # 267519	02/16/2024	03/12/2024	0.00	92.75	
2740137495	UniFirst customer # 267519	02/23/2024	03/12/2024	0.00	92.75	
Vendor Number	Vendor Name					Total Vendor Amount
VERDIA	VERONICA DIAZ					385.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	385.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
FEBRUARY 2024	PRIMARY ELECTION STAFF	02/28/2024	03/12/2024	0.00	385.00	
Vendor Number	Vendor Name					Total Vendor Amount
VICBRO	VICTOREA D. BROWN					1,750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	1,750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
22-041	22-041	02/22/2024	03/12/2024	0.00	1,750.00	
Vendor Number	Vendor Name					Total Vendor Amount
WALDEA	WALTER S. DEAN, SR.					750.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				03/06/2024	750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17-136	17-136	02/21/2024	03/12/2024	0.00	750.00	

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Vendor Number	Vendor Name					Total Vendor Amount
CNASUR	WESTERN SURETY COMPANY					392.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
70268962 2024 / 2025	RUCKER-OHLENDORF BOND 70268962 2024 / 2025	02/14/2024	03/12/2024	0.00	250.00	
Check				03/06/2024		71.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
72618025N	BOND 72618025N 1/26/2024 - 1/26/2028	02/20/2024	03/12/2024	0.00	71.00	
Check				03/06/2024		71.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
72621115N	BOND # 72621115N 4/16/2024 - 4/16/2028	02/27/2024	03/12/2024	0.00	71.00	
Vendor Number	Vendor Name					Total Vendor Amount
WORQUE	WORK QUEST, F/K/A TIBH INDUSTRIES, INC					245.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		245.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SINV0211243	Blanket PO FY 23-24 WorkQuest/ATI	12/20/2023	03/12/2024	0.00	245.00	
Vendor Number	Vendor Name					Total Vendor Amount
XERCOR	XEROX CORPORATION					1,219.07
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		256.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5244925	Service 12/27 - 01/26	01/07/2024	03/12/2024	0.00	256.00	
Check				03/06/2024		256.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5367113	Service 01/27 - 02/26	02/07/2024	03/12/2024	0.00	256.00	
Check				03/06/2024		235.69
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5371571	Service 01/30 - 02/28	02/09/2024	03/12/2024	0.00	235.69	
Check				03/06/2024		471.38
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5371573	Service 01/30 - 02/28	02/09/2024	03/12/2024	0.00	471.38	
Vendor Number	Vendor Name					Total Vendor Amount
XLPART	XL PARTS, LLC					1,048.14
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		1,048.14
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0416EU0545	FLEET OPERATING SUPPLIES	02/12/2024	03/12/2024	0.00	36.99	
0416EU1384	FLEET OPERATING SUPPLIES	02/12/2024	03/12/2024	0.00	22.47	
0416EU7890	FLEET OPERATING SUPPLIES	02/13/2024	03/12/2024	0.00	45.87	
0416EV6094	FLEET OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	118.25	
0416EV7916	FLEET OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	63.54	
0416EV8828	FLEET OPERATING SUPPLIES	02/14/2024	03/12/2024	0.00	148.48	
0416EW8906	FLEET OPERATING SUPPLIES	02/15/2024	03/12/2024	0.00	242.03	
0416FA5937	FLEET OPERATING SUPPLIES	02/21/2024	03/12/2024	0.00	370.51	
Vendor Number	Vendor Name					Total Vendor Amount
ZZBODY	ZZ BODY & PAINT					490.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				03/06/2024		490.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
274365	REPAIRS AND MAINT	02/17/2024	03/12/2024	0.00	490.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	305	151	0.00	212,941.31
Packet Totals:		305	151	0.00	212,941.31

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-212,941.31
Packet Totals:		-212,941.31

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Reoccurring Payment

Subject: To approve County Payroll payment in the amount of \$432,377.34 (2/11/2024 - 2/24/2024).

Costs: \$432,377.34

Agenda Speakers: Judge Haden/Kristianna Ortiz

Backup Materials: Attached

Total # of Pages: 20



Packet: PYPKT02953 - Payroll 02112024 thru 02242024
Payroll Set: 01 - Payroll Set 01

Pay Period: 02/11/2024 - 02/24/2024

Department: 0000 - 911-GIS

Total Direct Deposits: 1,686.25
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	214.22
165 Stipend w/RET	0.00	34.62
S	8.00	214.22
SAL	-15.00	1,713.76
Total:	1.00	2,176.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,836.61	0.00	0.00
MC	1,945.45	28.21	28.21
SS	1,945.45	120.62	120.62
Unemployment	2,146.24	0.00	0.00
Total:	148.83	148.83	148.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,176.82	108.84	117.55
550	0.00	30.58	0.00
551	0.00	12.50	0.00
580	0.00	1.53	0.00
590	0.00	159.39	430.97
595	0.00	4.24	0.00
615	0.00	24.66	0.00
Total:	341.74	548.52	

RECAP 0000 - 911-GIS

Earnings: 2,176.82 Benefits: 0.00 Deductions: 341.74 Taxes: 148.83 Net Pay: 1,686.25

Department: 1000 - Courthouse Security

Total Direct Deposits: 11,868.35
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	1,493.03
165 Stipend w/RET	0.00	16.15
Hourly	509.00	13,581.71
Uniform	0.00	175.00
Total:	565.00	15,265.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	14,144.60	1,129.67	0.00
MC	14,907.90	216.18	216.18
SS	14,907.90	924.28	924.28
Unemployment	13,122.99	0.00	0.00
Total:	2,270.13	1,140.46	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	15,265.89	763.30	824.36
550	0.00	15.12	0.00
551	0.00	120.00	0.00
580	0.00	6.12	0.00
590	0.00	159.39	1,957.13
595	0.00	10.57	0.00
615	0.00	52.91	0.00
Total:	1,127.41	2,781.49	

RECAP 1000 - Courthouse Security

Earnings: 15,265.89 Benefits: 0.00 Deductions: 1,127.41 Taxes: 2,270.13 Net Pay: 11,868.35

Department: 1101 - Unit Road

Total Direct Deposits: 39,802.08
 Total Check Amounts: 1,417.98

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	232.00	5,158.15
165 Stipend w/RET	0.00	66.92
FLOAT	19.00	411.47
Hourly	1,869.50	40,909.08
LWOP	14.30	0.00
S	76.54	1,645.87
SAL	-7.00	2,360.10
Vacation	43.16	961.76
VAC-PAYOUT	58.85	1,309.30
Total:	2,306.35	52,822.65

TAXES

Code	Subject To	Employee	Employer
Federal W/H	48,584.61	3,428.97	0.00
MC	51,225.78	742.77	742.77
SS	51,225.78	3,175.98	3,175.98
Unemployment	52,613.01	0.00	0.26
Total:		7,347.72	3,919.01

DEDUCTIONS

Code	Subject To	Employee	Employer
400	52,822.65	2,641.17	2,852.39
550	0.00	209.64	0.00
580	0.00	16.83	0.00
590	0.00	1,084.09	9,708.01
595	0.00	41.51	0.00
615	0.00	261.63	0.00
Total:		4,254.87	12,560.40

RECAP 1101 - Unit Road

Earnings: 52,822.65 Benefits: 0.00 Deductions: 4,254.87 Taxes: 7,347.72 Net Pay: 41,220.06

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,346.79
 Total Check Amounts: 3,057.79

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	549.29
Hourly	216.00	4,943.62
Total:	240.00	5,492.91

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,179.33	355.98	0.00
MC	5,453.98	79.09	79.09
SS	5,453.98	338.15	338.15
Unemployment	5,462.67	0.00	0.03
Total:		773.22	417.27

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,492.91	274.65	296.61
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,144.62
615	0.00	8.69	0.00
Total:		315.11	1,441.23

RECAP 1102 - Vehicle Maintenance

Earnings: 5,492.91 Benefits: 0.00 Deductions: 315.11 Taxes: 773.22 Net Pay: 4,404.58

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,394.61
Total Check Amounts: 1,535.84

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	360.96
Hourly	144.00	3,248.69
Total:	160.00	3,609.65

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,373.47	168.09	0.00
MC	3,553.95	51.53	51.53
SS	3,553.95	220.34	220.34
Unemployment	3,594.53	0.00	0.02
Total:		439.96	271.89

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,609.65	180.48	194.92
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	0.00	381.54
595	0.00	4.02	0.00
615	0.00	36.56	0.00
Total:		239.24	576.46

RECAP 1103 - Fleet Maintenance

Earnings: 3,609.65 Benefits: 0.00 Deductions: 239.24 Taxes: 439.96 Net Pay: 2,930.45

Department: 2120 - County Treasurer

Total Direct Deposits: 4,578.90
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	357.18
165 Stipend w/RET	0.00	66.92
Hourly	110.00	2,398.16
PEO	2.00	44.64
S	16.00	357.18
SAL	1.00	2,443.91
Vacation	16.00	414.60
Total:	161.00	6,082.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,387.78	364.28	0.00
MC	5,751.92	83.40	83.40
SS	5,751.92	356.61	356.61
Unemployment	6,067.47	0.00	0.01
Total:		804.29	440.02

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,082.59	304.14	328.46
520	0.00	60.00	0.00
550	0.00	15.12	0.00
551	0.00	86.46	0.00
580	0.00	4.59	0.00
590	0.00	159.39	1,194.05
595	0.00	6.35	0.00
615	0.00	63.35	0.00
Total:		699.40	1,522.51

RECAP 2120 - County Treasurer

Earnings: 6,082.59 Benefits: 0.00 Deductions: 699.40 Taxes: 804.29 Net Pay: 4,578.90

Department: 2130 - County Auditor

Total Direct Deposits: 10,591.80
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	1,357.22
165 Stipend w/RET	0.00	83.07
FLOAT	8.00	173.08
Hourly	269.00	6,278.00
OT	5.00	182.77
S	10.50	227.17
SAL	-14.00	5,521.16
Vacation	3.50	88.66
Total:	330.00	13,911.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,570.22	958.99	0.00
MC	13,265.78	192.35	192.35
SS	13,265.78	822.49	822.49
Unemployment	13,896.01	0.00	0.03
Total:		1,973.83	1,014.87

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,911.13	695.56	751.19
550	0.00	15.12	0.00
551	0.00	20.00	0.00
580	0.00	4.59	0.00
590	0.00	520.83	1,250.56
595	0.00	8.26	0.00
615	0.00	81.14	0.00
Total:		1,345.50	2,001.75

RECAP 2130 - County Auditor

Earnings: 13,911.13 Benefits: 0.00 Deductions: 1,345.50 Taxes: 1,973.83 Net Pay: 10,591.80

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 9,175.35
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	924.73
165 Stipend w/RET	0.00	50.77
Hourly	366.00	7,060.70
PEO	4.00	81.08
S	30.18	596.07
SAL	1.00	2,443.20
Vacation	31.82	584.72
Total:	481.00	11,741.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,758.75	704.72	0.00
MC	11,465.81	166.26	166.26
SS	11,465.81	710.89	710.89
Unemployment	9,233.21	0.00	0.06
Total:		1,581.87	877.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,741.27	587.06	634.02
520	0.00	120.00	0.00
550	0.00	45.36	0.00
580	0.00	1.53	0.00
590	0.00	159.39	2,720.21
595	0.00	10.57	0.00
615	0.00	60.14	0.00
Total:		984.05	3,354.23

RECAP 2140 - Tax Assessor-Collector

Earnings: 11,741.27 Benefits: 0.00 Deductions: 984.05 Taxes: 1,581.87 Net Pay: 9,175.35

Department: 2150 - County Clerk

Total Direct Deposits: 11,334.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	64.00	1,186.84
Hourly	478.50	8,894.54
S	69.25	1,254.45
SAL	1.00	2,444.63
Vacation	28.25	532.50
Total:	641.00	14,312.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	13,045.26	631.02	0.00
MC	13,820.90	200.41	200.41
SS	13,820.90	856.90	856.90
Unemployment	11,798.51	0.00	0.08
Total:	1,688.33	1,057.39	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	14,312.96	715.64	772.92
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	133.05	0.00
580	0.00	9.18	0.00
590	0.00	159.39	3,101.75
595	0.00	19.01	0.00
610	0.00	13.50	0.00
615	0.00	95.67	0.00
Total:	1,290.38	3,874.67	

RECAP 2150 - County Clerk

Earnings: 14,312.96 Benefits: 0.00 Deductions: 1,290.38 Taxes: 1,688.33 Net Pay: 11,334.25

Department: 3000 - County Clerk

Total Direct Deposits: 1,148.71
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	142.80
Hourly	55.00	981.74
S	8.00	142.80
Vacation	9.00	160.65
Total:	80.00	1,427.99

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,341.47	84.67	0.00
MC	1,412.87	20.49	20.49
SS	1,412.87	87.60	87.60
Unemployment	1,412.87	0.00	0.01
Total:	192.76	108.10	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,427.99	71.40	77.11
550	0.00	15.12	0.00
590	0.00	0.00	381.54
Total:	86.52	458.65	

RECAP 3000 - County Clerk

Earnings: 1,427.99 Benefits: 0.00 Deductions: 86.52 Taxes: 192.76 Net Pay: 1,148.71

Department: 3200 - District Attorney

Total Direct Deposits: 30,280.18
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	112.00	3,468.80
165 Stipend w/RET	0.00	50.77
ADA Supplement	0.00	1,077.82
ADA/ETF Stipend	0.00	4,008.71
DA Staff Supplement	0.00	994.19
FLOAT	4.00	162.02
Hourly	489.50	11,040.82
S	25.00	982.59
SAL	-93.00	18,079.81
Vacation	29.50	953.81
Total:	567.00	40,819.34

TAXES

Code	Subject To	Employee	Employer
Federal W/H	37,433.43	4,091.65	0.00
MC	39,482.97	572.50	572.50
SS	39,482.97	2,447.95	2,447.95
Unemployment	34,582.70	0.00	0.05
Total:	7,112.10	3,020.50	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	39,790.53	1,989.54	2,148.69
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	346.12	0.00
580	0.00	9.18	0.00
590	0.00	722.65	5,454.56
595	0.00	23.12	0.00
615	0.00	123.18	0.00
Total:	3,395.09	7,603.25	

RECAP 3200 - District Attorney

Earnings: 40,819.34 Benefits: 0.00 Deductions: 3,395.09 Taxes: 7,112.10 Net Pay: 30,312.15

Department: 3201 - Environmental Task Force

Total Direct Deposits: 5,001.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	644.12
165 Stipend w/RET	0.00	69.24
ADA/ETF Stipend	0.00	162.35
Hourly	196.00	5,121.15
S	16.00	540.76
Uniform	0.00	50.00
Vacation	4.00	135.18
Total:	240.00	6,722.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,071.81	575.72	0.00
MC	6,407.95	92.91	92.91
SS	6,407.95	397.29	397.29
Unemployment	6,497.90	0.00	0.01
Total:	1,065.92	490.21	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,722.80	336.14	363.03
550	0.00	62.55	0.00
551	0.00	50.00	0.00
580	0.00	4.59	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	36.56	0.00
Total:	655.58	1,175.54	

RECAP 3201 - Environmental Task Force

Earnings: 6,722.80 Benefits: 0.00 Deductions: 655.58 Taxes: 1,065.92 Net Pay: 5,001.30

Department: 3220 - District Clerk

Total Direct Deposits: 9,209.31
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	932.36
FLOAT	8.00	146.48
Hourly	393.50	7,634.89
S	8.00	159.77
SAL	1.00	2,444.80
Vacation	22.50	450.08
Total:	481.00	11,768.38

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,939.24	843.47	0.00
MC	11,527.65	167.15	167.15
SS	11,527.65	714.72	714.72
Unemployment	7,714.94	0.00	0.05
Total:	1,725.34	881.92	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,768.38	588.41	635.49
550	0.00	43.86	0.00
551	0.00	103.84	0.00
580	0.00	4.59	0.00
590	0.00	0.00	2,289.24
595	0.00	12.66	0.00
615	0.00	80.37	0.00
Total:	833.73	2,924.73	

RECAP 3220 - District Clerk

Earnings: 11,768.38 Benefits: 0.00 Deductions: 833.73 Taxes: 1,725.34 Net Pay: 9,209.31

Department: 3230 - District Judge

Total Direct Deposits: 9,849.70
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	751.54
Hourly	144.00	3,340.38
S	16.00	760.76
SAL	-15.50	7,781.20
Vacation	3.50	166.42
Total:	172.00	12,800.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,697.68	894.97	0.00
MC	12,437.69	180.34	180.34
SS	12,437.69	771.14	771.14
Unemployment	9,038.94	0.00	0.02
Total:	1,846.45	951.50	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,800.30	640.01	691.22
520	0.00	100.00	0.00
550	0.00	30.58	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	4.24	0.00
615	0.00	91.48	0.00
Total:	1,104.15	1,503.73	

RECAP 3230 - District Judge

Earnings: 12,800.30 Benefits: 0.00 Deductions: 1,104.15 Taxes: 1,846.45 Net Pay: 9,849.70

Department: 3240 - County Court Law

Total Direct Deposits: 8,924.87
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	579.83
165 Stipend w/RET	0.00	34.62
Jud Stip	1.00	3,230.77
SAL	-13.00	8,329.05
Total:	4.00	12,174.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,067.30	1,244.64	0.00
MC	11,676.01	169.29	169.29
SS	11,676.01	723.91	723.91
Unemployment	5,767.70	0.00	0.00
Total:	2,137.84	893.20	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,174.27	608.71	657.41
550	0.00	45.70	0.00
551	0.00	56.15	0.00
580	0.00	4.59	0.00
590	0.00	318.78	1,243.48
595	0.00	16.72	0.00
615	0.00	60.91	0.00
Total:	1,111.56	1,900.89	

RECAP 3240 - County Court Law

Earnings: 12,174.27 Benefits: 0.00 Deductions: 1,111.56 Taxes: 2,137.84 Net Pay: 8,924.87

Department: 3251 - JP Prect. 1

Total Direct Deposits: 3,581.96
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	288.84
Hourly	136.00	2,445.91
S	8.00	153.65
SAL	1.00	2,188.77
Total:	161.00	5,077.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,365.01	353.18	0.00
MC	4,618.87	66.97	66.97
SS	4,618.87	286.37	286.37
Unemployment	2,888.40	0.00	0.02
Total:	706.52	353.36	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,077.17	253.86	274.16
550	0.00	31.15	0.00
551	0.00	188.45	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,194.05
595	0.00	6.24	0.00
615	0.00	73.07	0.00
Total:	788.69	1,468.21	

RECAP 3251 - JP Prect. 1

Earnings: 5,077.17 Benefits: 0.00 Deductions: 788.69 Taxes: 706.52 Net Pay: 3,581.96

Department: 3252 - JP Prect. 2

Total Direct Deposits: 4,031.15
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	301.89
Hourly	142.00	2,678.90
SAL	1.00	2,188.77
Vacation	2.00	38.10
Total:	161.00	5,207.66

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,841.24	401.73	0.00
MC	5,101.63	73.97	73.97
SS	5,101.63	316.30	316.30
Unemployment	2,988.31	0.00	0.02
Total:	792.00	390.29	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,207.66	260.39	281.21
550	0.00	61.16	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,144.62
595	0.00	2.11	0.00
610	0.00	13.50	0.00
615	0.00	42.76	0.00
Total:	384.51	1,425.83	

RECAP 3252 - JP Prect. 2

Earnings: 5,207.66 Benefits: 0.00 Deductions: 384.51 Taxes: 792.00 Net Pay: 4,031.15

Department: 3253 - JP Prect. 3

Total Direct Deposits: 3,819.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	301.89
165 Stipend w/RET	0.00	34.62
Hourly	142.00	2,678.90
S	2.00	38.10
SAL	1.00	2,188.77
Total:	161.00	5,242.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,709.77	506.52	0.00
MC	4,971.89	72.09	72.09
SS	4,971.89	308.26	308.26
Unemployment	2,988.65	0.00	0.02
Total:	886.87	380.37	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,242.28	262.12	283.08
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,194.05
595	0.00	8.46	0.00
615	0.00	72.30	0.00
Total:	535.57	1,477.13	

RECAP 3253 - JP Prect. 3

Earnings: 5,242.28 Benefits: 0.00 Deductions: 535.57 Taxes: 886.87 Net Pay: 3,819.84

Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,771.10
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	152.40
165 Stipend w/RET	0.00	34.62
Hourly	72.00	1,371.57
SAL	1.00	2,188.77
Total:	81.00	3,747.36

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,293.89	253.41	0.00
MC	3,481.26	50.48	50.48
SS	3,481.26	215.84	215.84
Unemployment	1,508.85	0.00	0.01
Total:	519.73	519.73	266.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,747.36	187.37	202.35
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	54.66	0.00
Total:	456.53	1,014.86	

RECAP 3254 - JP Prect. 4

Earnings:	3,747.36	Benefits:	0.00	Deductions:	456.53	Taxes:	519.73	Net Pay:	2,771.10
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Department: 4300 - County Sheriff

Total Direct Deposits: 79,373.14
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	320.00	8,343.98
165	0.00	16.15
165 Stipend w/RET	0.00	468.49
BEREAVEMENT	16.00	411.84
CCP-OT	88.00	3,304.37
Hourly	2,589.50	65,193.28
OT	124.00	4,494.41
S	126.00	2,872.39
SAL	-31.00	13,439.23
Uniform	0.00	900.00
Vacation	125.00	3,199.35
VAC-PAYOUT	53.18	1,206.45
Total:	3,410.68	103,849.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	96,448.62	9,242.41	0.00
MC	101,640.33	1,473.78	1,473.78
SS	101,640.33	6,301.69	6,301.69
Unemployment	99,804.33	0.00	0.05
Total:	17,017.88	17,017.88	7,775.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	103,833.79	5,191.71	5,607.00
550	0.00	482.75	0.00
551	0.00	404.44	0.00
580	0.00	30.60	0.00
590	0.00	796.95	14,364.13
595	0.00	62.89	0.00
610	0.00	27.00	0.00
615	0.00	462.58	0.00
Total:	7,458.92	19,971.13	

RECAP 4300 - County Sheriff

Earnings:	103,849.94	Benefits:	0.00	Deductions:	7,458.92	Taxes:	17,017.88	Net Pay:	79,373.14
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Department: 4310 - County Jail

Total Direct Deposits: 77,722.81
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	344.00	8,408.53
165 Stipend w/RET	0.00	233.06
FH - LAW	12.00	277.86
Hourly	3,108.50	74,157.46
OT	207.75	7,417.93
S	61.75	1,443.06
SAL	-69.00	5,515.12
Uniform	0.00	850.00
Vacation	123.75	3,357.15
Total:	3,788.75	101,660.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	93,549.91	7,880.64	0.00
MC	98,632.91	1,430.18	1,430.18
SS	98,632.91	6,115.22	6,115.22
Unemployment	101,235.11	0.00	0.09
Total:	15,426.04	7,545.49	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	101,660.17	5,083.00	5,489.68
530	0.00	364.61	0.00
550	0.00	425.06	0.00
551	0.00	271.91	0.00
580	0.00	22.95	0.00
590	0.00	1,477.17	16,045.66
595	0.00	87.50	0.00
610	0.00	13.50	0.00
615	0.00	765.62	0.00
Total:	8,511.32	21,535.34	

RECAP 4310 - County Jail

Earnings: 101,660.17 Benefits: 0.00 Deductions: 8,511.32 Taxes: 15,426.04 Net Pay: 77,722.81

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 8,366.32
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	399.00	8,491.36
SAL	1.00	1,561.32
Uniform	0.00	25.00
Total:	400.00	10,112.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,606.67	466.77	0.00
MC	10,112.30	146.62	146.62
SS	10,112.30	626.96	626.96
Unemployment	7,122.14	0.00	0.02
Total:	1,240.35	773.60	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,112.30	505.63	546.07
Total:	505.63	546.07	

RECAP 4321 - Constables-Pct. 1

Earnings: 10,112.30 Benefits: 0.00 Deductions: 505.63 Taxes: 1,240.35 Net Pay: 8,366.32

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,841.18
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,216.36
SAL	1.00	1,561.32
Uniform	0.00	50.00
Total:	141.00	3,862.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,637.47	503.27	0.00
MC	3,830.58	55.53	55.53
SS	3,830.58	237.49	237.49
Unemployment	2,241.36	0.00	0.00
Total:	796.29	293.02	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,862.30	193.11	208.56
550	0.00	13.62	0.00
590	0.00	0.00	381.54
615	0.00	18.10	0.00
Total:	224.83	590.10	

RECAP 4322 - Constables-Pct. 2

Earnings: 3,862.30 Benefits: 0.00 Deductions: 224.83 Taxes: 796.29 Net Pay: 2,841.18

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 4,755.89
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	310.49
165 Stipend w/RET	0.00	50.77
Hourly	204.00	3,916.07
OT	2.00	55.86
S	3.00	55.86
SAL	1.00	1,561.32
Uniform	0.00	50.00
Vacation	3.00	55.86
Total:	229.00	6,056.23

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,498.27	295.54	0.00
MC	5,801.08	84.11	84.11
SS	5,801.08	359.67	359.67
Unemployment	2,478.75	0.00	0.01
Total:	739.32	443.79	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,056.23	302.81	327.04
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	10.26	0.00
615	0.00	54.92	0.00
Total:	561.02	1,139.55	

RECAP 4323 - Constables-Pct. 3

Earnings: 6,056.23 Benefits: 0.00 Deductions: 561.02 Taxes: 739.32 Net Pay: 4,755.89

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 9,644.43
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	321.89
CSP-OT	165.00	3,795.00
Hourly	303.00	6,322.94
SAL	1.00	1,561.32
Vacation	1.00	17.16
Total:	486.00	12,018.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,066.98	525.40	0.00
MC	11,707.91	169.74	169.74
SS	11,707.91	725.88	725.88
Unemployment	8,064.80	0.00	0.02
Total:	1,421.02	1,421.02	895.64

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,018.31	600.93	648.96
520	0.00	40.00	0.00
550	0.00	51.90	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	42.76	0.00
Total:	952.86	1,461.47	

RECAP 4324 - Constables-Pct. 4

Earnings: 12,018.31 Benefits: 0.00 Deductions: 952.86 Taxes: 1,421.02 Net Pay: 9,644.43

Department: 4330 - Driver's License

Total Direct Deposits: 465.44
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	602.80
Total:	40.00	602.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	572.66	61.11	0.00
MC	602.80	8.74	8.74
SS	602.80	37.37	37.37
Unemployment	602.80	0.00	0.00
Total:	107.22	107.22	46.11

DEDUCTIONS

Code	Subject To	Employee	Employer
400	602.80	30.14	32.55
Total:	30.14	32.55	

RECAP 4330 - Driver's License

Earnings: 602.80 Benefits: 0.00 Deductions: 30.14 Taxes: 107.22 Net Pay: 465.44

Department: 5401 - Juvenile Probation

Total Direct Deposits: 17,240.69
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	72.00	2,385.86
165 Stipend w/RET	0.00	163.82
Hourly	451.00	13,271.94
JP COMP TAKEN	14.50	462.70
S	10.50	278.22
SAL	-22.00	6,229.23
Vacation	36.00	1,230.49
Total:	562.00	24,022.26

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	19.50	541.51
Total:	19.50	541.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	20,773.70	1,823.82	0.00
MC	22,242.13	322.52	322.52
SS	22,242.13	1,379.02	1,379.02
Unemployment	24,022.26	0.00	0.02
Total:		3,525.36	1,701.56

DEDUCTIONS

Code	Subject To	Employee	Employer
400	24,022.26	1,201.12	1,297.21
520	0.00	267.31	0.00
551	0.00	616.20	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	839.61	3,257.12
595	0.00	4.24	0.00
615	0.00	127.78	0.00
Total:		3,256.21	4,554.33

RECAP 5401 - Juvenile Probation

Earnings: 24,022.26 Benefits: 541.51 Deductions: 3,256.21 Taxes: 3,525.36 Net Pay: 17,240.69

Department: 6520 - Building Maintenance

Total Direct Deposits: 9,088.63
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	1,129.26
165 Stipend w/RET	0.00	131.52
Hourly	417.00	8,042.58
S	3.00	68.76
SAL	-7.00	1,803.92
Vacation	12.00	248.07
Total:	481.00	11,424.11

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,675.96	702.37	0.00
MC	11,247.17	163.09	163.09
SS	11,247.17	697.32	697.32
Unemployment	9,916.35	0.00	0.05
Total:		1,562.78	860.46

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,424.11	571.21	616.90
550	0.00	63.58	0.00
551	0.00	30.75	0.00
580	0.00	10.71	0.00
590	0.00	0.00	2,670.78
595	0.00	10.57	0.00
610	0.00	13.84	0.00
615	0.00	72.04	0.00
Total:		772.70	3,287.68

RECAP 6520 - Building Maintenance

Earnings: 11,424.11 Benefits: 0.00 Deductions: 772.70 Taxes: 1,562.78 Net Pay: 9,088.63

Department: 6550 - Elections

Total Direct Deposits: 7,121.60
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	679.75
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	140.08
Hourly	208.00	3,840.50
LWOP	8.00	0.00
OT	70.50	1,956.85
S	8.00	140.08
SAL	-7.00	2,157.06
Vacation	8.00	140.08
Total:	335.50	9,089.02

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,522.73	714.37	0.00
MC	8,977.19	130.17	130.17
SS	8,977.19	556.59	556.59
Unemployment	6,419.11	0.00	0.02
Total:	1,401.13	686.78	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,089.02	454.46	490.81
550	0.00	45.36	0.00
590	0.00	0.00	1,144.62
595	0.00	6.33	0.00
615	0.00	60.14	0.00
Total:	566.29	1,635.43	

RECAP 6550 - Elections

Earnings: 9,089.02 Benefits: 0.00 Deductions: 566.29 Taxes: 1,401.13 Net Pay: 7,121.60

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,793.66
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	585.58
165 Stipend w/RET	0.00	228.66
Hourly	72.00	1,426.16
SAL	-9.00	16,313.67
Total:	87.00	18,554.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,316.39	1,191.33	0.00
MC	17,344.09	251.49	251.49
SS	17,344.09	1,075.32	1,075.32
Unemployment	5,874.52	0.00	0.01
Total:	2,518.14	1,326.82	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	18,554.07	927.70	1,001.92
520	0.00	100.00	0.00
550	0.00	42.36	0.00
551	0.00	180.84	0.00
580	0.00	4.59	0.00
590	0.00	882.27	3,214.77
595	0.00	14.37	0.00
615	0.00	90.14	0.00
Total:	2,242.27	4,216.69	

RECAP 6560 - Commissioners Court

Earnings: 18,554.07 Benefits: 0.00 Deductions: 2,242.27 Taxes: 2,518.14 Net Pay: 13,793.66

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,398.28
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	165.38
165 Stipend w/RET	0.00	34.62
SAL	-7.00	1,488.46
Total:	1.00	1,688.46

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,569.44	44.64	0.00
MC	1,653.86	23.98	23.98
SS	1,653.86	102.54	102.54
Unemployment	1,657.88	0.00	0.01
Total:	171.16	126.53	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,688.46	84.42	91.18
550	0.00	30.58	0.00
590	0.00	0.00	381.54
595	0.00	4.02	0.00
Total:	119.02	472.72	

RECAP 6570 - Veteran Service Officer

Earnings:	1,688.46	Benefits:	0.00	Deductions:	119.02	Taxes:	171.16	Net Pay:	1,398.28
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Department: 6580 - Human Resources

Total Direct Deposits: 2,821.60
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	394.85
165 Stipend w/RET	0.00	50.77
Hourly	72.00	1,604.42
S	2.00	54.14
SAL	-13.00	1,786.74
Vacation	4.00	108.29
Total:	81.00	3,999.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,765.42	638.93	0.00
MC	3,965.38	57.50	57.50
SS	3,965.38	245.86	245.86
Unemployment	3,985.59	0.00	0.01
Total:	942.29	303.37	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,999.21	199.96	215.96
550	0.00	13.62	0.00
580	0.00	1.53	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	18.10	0.00
Total:	235.32	597.50	

RECAP 6580 - Human Resources

Earnings:	3,999.21	Benefits:	0.00	Deductions:	235.32	Taxes:	942.29	Net Pay:	2,821.60
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Department: 6590 - Purchasing Department

Total Direct Deposits: 3,469.75
 Total Check Amounts: 1,048.43

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	582.35
165 Stipend w/RET	0.00	66.92
FLOAT	8.00	187.18
Hourly	115.50	2,338.48
SAL	-19.00	1,871.82
Vacation	32.50	843.61
Total:	161.00	5,890.36

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,370.06	415.48	0.00
MC	5,664.58	82.14	82.14
SS	5,664.58	351.20	351.20
Unemployment	5,875.24	0.00	0.02
Total:	848.82	433.36	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,890.36	294.52	318.08
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.33	0.00
615	0.00	44.94	0.00
Total:	523.36	1,130.59	

RECAP 6590 - Purchasing Department

Earnings: 5,890.36 Benefits: 0.00 Deductions: 523.36 Taxes: 848.82 Net Pay: 4,518.18

Department: 6630 - Grants Department

Total Direct Deposits: 3,486.73
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	461.54
165 Stipend w/RET	0.00	50.77
Hourly	60.00	1,442.31
SAL	-7.00	2,423.08
Vacation	12.00	288.46
Total:	81.00	4,666.16

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,078.65	260.52	0.00
MC	4,311.96	62.53	62.53
SS	4,311.96	267.34	267.34
Unemployment	4,620.46	0.00	0.01
Total:	590.39	329.88	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,666.16	233.31	251.97
550	0.00	45.70	0.00
551	0.00	100.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	42.76	0.00
Total:	589.04	1,064.48	

RECAP 6630 - Grants Department

Earnings: 4,666.16 Benefits: 0.00 Deductions: 589.04 Taxes: 590.39 Net Pay: 3,486.73

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,831.55
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	467.50
165 Stipend w/RET	0.00	16.15
Hourly	72.00	1,765.92
OT	3.00	110.37
SAL	-7.00	2,441.61
Total:	84.00	4,801.55

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,624.52	428.82	0.00
MC	4,760.17	69.02	69.02
SS	4,760.17	295.13	295.13
Unemployment	4,770.97	0.00	0.01
Total:		792.97	364.16

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,712.90	135.65	146.50
550	0.00	30.58	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	8.69	0.00
Total:		177.03	528.04

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 4,801.55 Benefits: 0.00 Deductions: 177.03 Taxes: 792.97 Net Pay: 3,831.55

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,947.46
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	604.34
165 Stipend w/RET	0.00	34.62
Hourly	131.50	2,522.04
S	8.50	232.87
SAL	-15.00	2,395.93
Uniform	0.00	25.00
Vacation	12.00	288.21
Total:	161.00	6,103.01

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,741.36	328.27	0.00
MC	6,046.51	87.68	87.68
SS	6,046.51	374.89	374.89
Unemployment	6,057.31	0.00	0.02
Total:		790.84	462.59

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,103.01	305.15	329.57
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	0.00	763.08
595	0.00	2.11	0.00
615	0.00	8.69	0.00
Total:		364.71	1,092.65

RECAP 7610 - Sanitation Department

Earnings: 6,103.01 Benefits: 0.00 Deductions: 364.71 Taxes: 790.84 Net Pay: 4,947.46

Department: 8700 - County Agent

Total Direct Deposits: 4,519.67
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	550.30
Hourly	72.00	1,419.89
SAL	-21.00	3,532.77
Total:	83.00	5,502.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,323.12	383.15	0.00
MC	5,494.27	79.67	79.67
SS	5,494.27	340.63	340.63
Unemployment	5,502.96	0.00	0.04
Total:	803.45	420.34	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,423.14	171.15	184.85
590	0.00	0.00	763.08
615	0.00	8.69	0.00
Total:	179.84	947.93	

RECAP 8700 - County Agent

Earnings:	5,502.96	Benefits:	0.00	Deductions:	179.84	Taxes:	803.45	Net Pay:	4,519.67
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Packet: PYPKT02953 - Payroll 02112024 thru 02242024
 Payroll Set: 01 - Payroll Set 01

Pay Period: 02/11/2024 - 02/24/2024

Total Direct Deposits: 425,285.33
 Total Check Amounts: 7,092.01

Males Paid: 154
 Females Paid: 127
 Total Employees: 281

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,816.00	44,557.69
165	0.00	16.15
165 Stipend w/RET	0.00	2,176.35
ADA Supplement	0.00	1,077.82
ADA/ETF Stipend	0.00	4,171.06
BEREAVEMENT	16.00	411.84
CCP-OT	88.00	3,304.37
CSP-OT	165.00	3,795.00
DA Staff Supplement	0.00	994.19
FH - LAW	12.00	277.86
FLOAT	55.00	1,220.31
Hourly	14,187.00	323,183.27
JP COMP TAKEN	14.50	462.70
Jud Stip	1.00	3,230.77
LWOP	22.30	0.00
OT	412.25	14,218.19
PEO	6.00	125.72
S	516.22	12,218.77
SAL	-379.50	129,960.62
Uniform	0.00	2,125.00
Vacation	562.48	14,263.21
VAC-PAYOUT	112.03	2,515.75
Total:	17,606.28	564,306.64

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	19.50	541.51
Total:	19.50	541.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	517,783.40	42,898.52	0.00
MC	546,545.48	7,924.88	7,924.88
SS	546,545.48	33,885.76	33,885.76
Unemployment	493,575.84	0.00	1.11
Total:	84,709.16	41,811.75	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	559,093.21	27,954.77	30,190.98
520	0.00	807.31	0.00
530	0.00	364.61	0.00
550	0.00	2,285.11	0.00
551	0.00	2,847.63	0.00
552	0.00	192.30	0.00
560	0.00	75.00	0.00
580	0.00	175.95	0.00
590	0.00	8,873.81	84,227.35
595	0.00	416.32	0.00
610	0.00	81.34	0.00
615	0.00	3,145.99	0.00
Total:	47,220.14	114,418.33	

RECAP 01 - Payroll Set 01

Earnings:	564,306.64	Benefits:	541.51	Deductions:	47,220.14	Taxes:	84,709.16	Net Pay:	432,377.34
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Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Reoccurring Payment

Subject: To approve County Payroll Tax payment in the amount of \$126,519.80 (2/11/2024 - 2/24/2024).

Costs: \$126,519.80

Agenda Speakers: Judge Haden/Kristianna Ortiz

Backup Materials: Attached

Total # of Pages: 1



Packet: PYPKT02953 - Payroll 02112024 thru 02242024
 Payroll Set: 01 - Payroll Set 01

Pay Period: 02/11/2024 - 02/24/2024

Total Direct Deposits: 425,285.33
 Total Check Amounts: 7,092.01

Males Paid: 154
 Females Paid: 127
 Total Employees: 281

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,816.00	44,557.69
165	0.00	16.15
165 Stipend w/RET	0.00	2,176.35
ADA Supplement	0.00	1,077.82
ADA/ETF Stipend	0.00	4,171.06
BEREAVEMENT	16.00	411.84
CCP-OT	88.00	3,304.37
CSP-OT	165.00	3,795.00
DA Staff Supplement	0.00	994.19
FH - LAW	12.00	277.86
FLOAT	55.00	1,220.31
Hourly	14,187.00	323,183.27
JP COMP TAKEN	14.50	462.70
Jud Stip	1.00	3,230.77
LWOP	22.30	0.00
OT	412.25	14,218.19
PEO	6.00	125.72
S	516.22	12,218.77
SAL	-379.50	129,960.62
Uniform	0.00	2,125.00
Vacation	562.48	14,263.21
VAC-PAYOUT	112.03	2,515.75
Total:	17,606.28	564,306.64

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	19.50	541.51
Total:	19.50	541.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	517,783.40	42,898.52	0.00
MC	546,545.48	7,924.88	7,924.88
SS	546,545.48	33,885.76	33,885.76
Unemployment	493,575.84	0.00	1.11
Total:		84,709.16	41,811.75

FWH - \$42,898.52
MC - \$15,849.76
SS - \$67,771.52

\$124,519.80

DEDUCTIONS

Code	Subject To	Employee	Employer
400	559,093.21	27,954.77	30,190.98
520	0.00	807.31	0.00
530	0.00	364.61	0.00
550	0.00	2,285.11	0.00
551	0.00	2,847.63	0.00
552	0.00	192.30	0.00
560	0.00	75.00	0.00
580	0.00	175.95	0.00
590	0.00	8,873.81	84,227.35
595	0.00	416.32	0.00
610	0.00	81.34	0.00
615	0.00	3,145.99	0.00
Total:		47,220.14	114,418.33

RECAP 01 - Payroll Set 01

Earnings:	564,306.64	Benefits:	541.51	Deductions:	47,220.14	Taxes:	84,709.16	Net Pay:	432,377.34
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Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Departmental Report

Subject: To accept the February 2024 Indigent Burial Report.

Costs: \$0.00

Agenda Speakers: Judge Haden

Backup Materials: Attached

Total # of Pages: 1



Caldwell County Indigent Burial Report
 Monthly Financial Report

Month: February 2024

Date	City FY 2024 Budget	Deceased	Fiscal Budget \$21,000	Amount Paid	Budget Remaining
Blanket PO			Luling-OBAFUN	\$11,500	
	10.31.23	M.Morris		\$900.00	\$10,600.00
	12.05.23	R. Neal		\$900.00	\$9,700.00
	01.03.24	E. Brown		\$900.00	\$8,800.00
	pending	H. Lynch			
Blanket PO			Lockhart-MCCFUN	\$6,500	
Other					
Legends FH	01.03.24	M.A. Powell		\$816.00	
				YTD	<u>\$3,516.00</u> <u>\$17,484.00</u>

Report Submitted by: Judge Haden
 03.01.24

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Information Only

Subject: To accept Disclosure Report/Financial Accounts January 2024 regarding Hot Check, Escrow, Discretionary Fund, Asset Forfeiture, Asset Forfeited, and DA LEOSE accounts.

Costs: \$0.00

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 2



Fred H. Weber
Criminal District Attorney
Caldwell County Justice Center
1703 S. Colorado Street, Box #5
Lockhart, Texas 78644
(512)398-1811 FAX (512)398-1814

February 15, 2024

Caldwell County Treasurer
110 S. Main, Rm. 103
Lockhart, TX 78644

**RE: Disclosure Report / Financial Accounts
January 2024**

To Whom It May Concern:

Enclosed please find copies of the reconciliation sheets regarding the Hot Check, Escrow Account, the Discretionary Fund Account, the Asset Forfeiture Account, the Asset Forfeited Account and the DA LEOSE Account for the above captioned period.

Thank you for your cooperation.

Sincerely,

Fred Weber
Criminal District Attorney

RECEIVED

FEB 15 2024

CALDWELL COUNTY TREASURER

FW/mh
Enclosures (with affidavit)

AFFIDAVIT

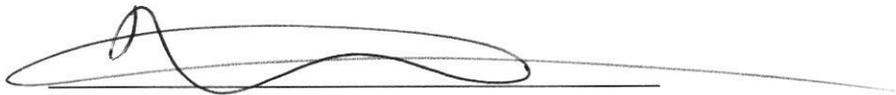
THE STATE OF TEXAS §

COUNTY OF CALDWELL §

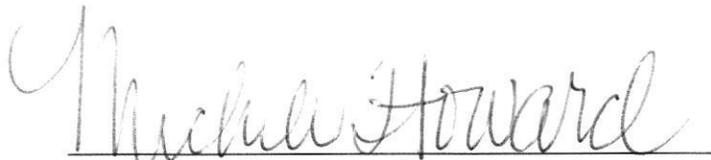
BEFOR ME, the undersigned authority, on this day personally appeared FRED WEBER, District Attorney of Caldwell County, Texas, known to me to be a credible person, and the person whose signature appears below, and after being by me duly sworn oath, deposes and states as follows, to-wit:

“I, FRED WEBER, Criminal District Attorney, Caldwell County, Texas, have read the attached reconciliation sheets regarding the Hot Check, Escrow Account, the Discretionary Fund Account, the Asset Forfeiture Account, the Asset Forfeited Account, and the DA LEOSE Account for January, 2024, I have personal knowledge of the facts stated therein and I state that such facts are true and correct. I furthermore swear that the facts contained in the affidavit are true and correct.”

SIGNED this the 15th day of February, 2024.



FRED WEBER
Affiant



Notary Public, State of Texas

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Departmental Report

Subject: To accept 2023 Caldwell County Constable PCT. 1 Racial Profiling Report.

Costs: \$0.00

Agenda Speakers: Judge Haden/Constable Verastegui

Backup Materials: Attached

Total # of Pages: 16

Racial Profiling Report | Full

Agency Name: CALDWELL CO. CONST. PCT. 1
Reporting Date: 02/20/2024
TCOLE Agency Number: 055101

Chief Administrator: CLEMENTE VERASTEGUI

Agency Contact Information:
Phone: (512) 359-2347
Email: clemente.verastegui@co.caldwell.tx.us

Mailing Address:
405 E MARKET ST STE A
LOCKHART, TX 78644-2873

This Agency filed a full report

CALDWELL CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CALDWELL CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CALDWELL CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the CALDWELL CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CALDWELL CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the CALDWELL CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CALDWELL CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: CLEMENTE VERASTEGUI
CONSTABLE

Date: 02/20/2024

Total stops: 610

Street address or approximate location of the stop

City street	311
US highway	262
County road	2
State highway	34
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	1
No	609

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	40
White	255
Hispanic / Latino	310

Gender

Female	271
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	17
White	118
Hispanic / Latino	136
Male	339
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	23
White	137
Hispanic / Latino	174

Reason for stop?

Violation of law	371
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	27
White	151

Hispanic / Latino	192
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	182
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	10
White	22
Hispanic / Latino	31
Vehicle traffic violation	56
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	22
Hispanic / Latino	31
Was a search conducted?	
Yes	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	4
No	606
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	40
White	255
Hispanic / Latino	306
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Was Contraband discovered?			
Yes	2	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	2	Yes 0	No 2
No	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	2		

Description of contraband	
Drugs	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	3

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Written warning	168
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	9
White	93
Hispanic / Latino	65
Citation	437
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	31
White	161
Hispanic / Latino	241
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	610
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	40
White	255
Hispanic / Latino	310

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

CALDWELL CO. CONST. PCT. 1

01. Total Traffic Stops:	610	
02. Location of Stop:		
a. City Street	311	50.98%
b. US Highway	262	42.95%
c. County Road	2	0.33%
d. State Highway	34	5.57%
e. Private Property or Other	1	0.16%
03. Was Race known prior to Stop:		
a. NO	609	99.84%
b. YES	1	0.16%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.16%
b. Asian/ Pacific Islander	4	0.66%
c. Black	40	6.56%
d. White	255	41.80%
e. Hispanic/ Latino	310	50.82%
05. Gender:		
a. Female	271	44.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	17	2.79%
iv. White	118	19.34%
v. Hispanic/ Latino	136	22.30%
b. Male	339	55.57%
i. Alaska/ Native American/ Indian	1	0.16%
ii. Asian/ Pacific Islander	4	0.66%
iii. Black	23	3.77%
iv. White	137	22.46%
v. Hispanic/ Latino	174	28.52%
06. Reason for Stop:		
a. Violation of Law	371	60.82%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.27%

Racial Profiling Analysis Report

iii. Black	27	7.28%
iv. White	151	40.70%
v. Hispanic/ Latino	192	51.75%
b. Pre-Existing Knowledge	1	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	182	29.84%
i. Alaska/ Native American/ Indian	1	0.55%
ii. Asian/ Pacific Islander	3	1.65%
iii. Black	10	5.49%
iv. White	22	12.09%
v. Hispanic/ Latino	31	17.03%
d. Vehicle Traffic Violation	56	9.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	5.36%
iv. White	22	39.29%
v. Hispanic/ Latino	31	55.36%
07. Was a Search Conducted:		
a. NO	606	99.34%
i. Alaska/ Native American/ Indian	1	0.17%
ii. Asian/ Pacific Islander	4	0.66%
iii. Black	40	6.60%
iv. White	255	42.08%
v. Hispanic/ Latino	306	50.50%
b. YES	4	0.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	4	100.00%
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	3	0.49%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	33.33%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
09. Was Contraband Discovered:		
YES	2	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	2	100.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	2	
b. NO	2	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
10. Description of Contraband:		
a. Drugs	2	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	3	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
b. Written Warning	168	27.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.60%
iii. Black	9	5.36%
iv. White	93	55.36%
v. Hispanic/ Latino	65	38.69%
c. Citation	437	71.64%
i. Alaska/ Native American/ Indian	1	0.23%
ii. Asian/ Pacific Islander	3	0.69%
iii. Black	31	7.09%
iv. White	161	36.84%
v. Hispanic/ Latino	241	55.15%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	2	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	1	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	610	100.00%
i. Alaska/ Native American/ Indian	1	0.16%
ii. Asian/ Pacific Islander	4	0.66%
iii. Black	40	6.56%
iv. White	255	41.80%
v. Hispanic/ Latino	310	50.82%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/20/2024

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Departmental Report

Subject: To accept 2023 Caldwell County Constable PCT. 2 Racial Profiling Report.

Costs: \$0.00

Agenda Speakers: Judge Haden/Richard Sanders

Backup Materials: Attached

Total # of Pages: 18

Racial Profiling Report | Full

Agency Name: CALDWELL CO. CONST. PCT. 2
Reporting Date: 02/27/2024
TCOLE Agency Number: 055102

Chief Administrator: THOMAS S. WILL

Agency Contact Information:

Phone: (830) 351-5059

Email: tom.will@co.caldwell.tx.us

Mailing Address:

505 E. Fannin

Luling, TX 78648

This Agency filed a full report

CALDWELL CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CALDWELL CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CALDWELL CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the CALDWELL CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CALDWELL CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the CALDWELL CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CALDWELL CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DENNIS R. COOPER
Chief Deputy

Date: 02/27/2024

Total stops: 63

Street address or approximate location of the stop

City street	7
US highway	40
County road	2
State highway	13
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	0
No	63

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	36
Hispanic / Latino	23

Gender

Female	27
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	14
Hispanic / Latino	10
Male	36
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	22
Hispanic / Latino	13

Reason for stop?

Violation of law	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	8

Hispanic / Latino	2
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	31
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	16
Hispanic / Latino	13
Vehicle traffic violation	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	12
Hispanic / Latino	8
Was a search conducted?	
Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
No	62
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	36
Hispanic / Latino	22
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	12
Hispanic / Latino	3
Citation	44
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	24
Hispanic / Latino	19
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	1
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	63
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	36
Hispanic / Latino	23

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full report

Agency Name: CALDWELL COUNTY CONSTABLE PRECINCT 2

Reporting Date: 2/21/2024

TCOLE Agency Number:

Chief Administrator: Captain Richard Sanders

Agency Contact:

Phone:

Email:

Mailing Address: 505 E Fannin St, Luling, TX 78648

This Agency filed a full report

CALDWELL COUNTY
CONSTABLE PRECINCT 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CALDWELL COUNTY
CONSTABLE PRECINCT 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CALDWELL COUNTY CONSTABLE
PRECINCT 2 if the individual believes that a peace officer employed by the CALDWELL COUNTY CONSTABLE
PRECINCT 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CALDWELL COUNTY CONSTABLE
PRECINCT 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the CALDWELL COUNTY CONSTABLE
PRECINCT 2
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CALDWELL COUNTY
CONSTABLE PRECINCT 2 has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Captain Richard Sanders

Date: 2/21/2024

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Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 2

1/1/2023 - 12/31/2023

Total stops: 84 100.00%

Street address or approximate location of the stop

City street:	<u>16</u>	<u>19.05%</u>
US highway:	<u>42</u>	<u>50.00%</u>
State highway:	<u>18</u>	<u>21.43%</u>
County road:	<u>7</u>	<u>8.33%</u>
Private property or other:	<u>1</u>	<u>1.19%</u>

Was race or ethnicity known prior to stop?

Yes:	<u>0</u>	<u>0.00%</u>
No:	<u>84</u>	<u>100.00%</u>

Race or ethnicity

Alaska Native/American Indian:	<u>0</u>	<u>0.00%</u>
Asian/Pacific Islander:	<u>4</u>	<u>4.76%</u>
Black:	<u>6</u>	<u>7.14%</u>
White:	<u>43</u>	<u>51.19%</u>
Hispanic/Latino:	<u>31</u>	<u>36.90%</u>

Gender

Female:					
Total	<u>33</u>	<u>39.29%</u>			
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>2</u>	<u>6.06%</u>
Black	<u>4</u>	<u>12.12%</u>	White	<u>15</u>	<u>45.45%</u>
			Hispanic/Latino	<u>12</u>	<u>36.36%</u>
Male:					
Total	<u>51</u>	<u>60.71%</u>			
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>2</u>	<u>3.92%</u>
Black	<u>2</u>	<u>3.92%</u>	White	<u>28</u>	<u>54.90%</u>
			Hispanic/Latino	<u>19</u>	<u>37.25%</u>

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 2
1/1/2023 - 12/31/2023

Reason for stop?

Violation of law:

Total	<u>10</u>	<u>11.90%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>8</u>	<u>80.00%</u>	Hispanic/Latino	<u>2</u> <u>20.00%</u>

Preexisting knowledge:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Moving traffic violation:

Total	<u>50</u>	<u>59.52%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>4</u>	<u>8.00%</u>		
Black	<u>3</u>	<u>6.00%</u>	White	<u>22</u>	<u>44.00%</u>	Hispanic/Latino	<u>21</u> <u>42.00%</u>

Vehicle traffic violation:

Total	<u>24</u>	<u>28.57%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>3</u>	<u>12.50%</u>	White	<u>13</u>	<u>54.17%</u>	Hispanic/Latino	<u>8</u> <u>33.33%</u>

Was a search conducted?

Yes:

Total	<u>1</u>	<u>1.19%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>1</u> <u>100.00%</u>

No:

Total	<u>83</u>	<u>98.81%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>4</u>	<u>4.82%</u>		
Black	<u>6</u>	<u>7.23%</u>	White	<u>43</u>	<u>51.81%</u>	Hispanic/Latino	<u>30</u> <u>36.14%</u>

Reason for Search?

Consent:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Contraband:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

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Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 2

1/1/2023 - 12/31/2023

Probable cause:

Total	<u>1</u>	<u>1.19%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>1</u> <u>100.00%</u>

Inventory:

Total	<u>0</u>						
Alaska Native/American Indian	<u>0</u>		Asian/Pacific Islander	<u>0</u>			
Black	<u>0</u>		White	<u>0</u>		Hispanic/Latino	<u>0</u>

Incident to arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Was Contraband discovered?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Black	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
White	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Hispanic/Latino	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>

Did the finding result in arrest (total should equal previous column)?

No:

Total	<u>1</u>	<u>1.19%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>1</u> <u>100.00%</u>

Description of contraband

Drugs:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Currency:

Total	<u>0</u>	<u>0.00%</u>
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Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 2

1/1/2023 - 12/31/2023

	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
Weapons:				Hispanic/Latino	<u>0</u>	<u>0.00%</u>
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
Alcohol:				Hispanic/Latino	<u>0</u>	<u>0.00%</u>
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
Stolen property:				Hispanic/Latino	<u>0</u>	<u>0.00%</u>
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
Other:				Hispanic/Latino	<u>0</u>	<u>0.00%</u>
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
				Hispanic/Latino	<u>0</u>	<u>0.00%</u>

Result of the stop

Verbal warning:						
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
				Hispanic/Latino	<u>0</u>	<u>0.00%</u>
Written warning:						
Total	<u>18</u>	<u>21.43%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>3</u>	<u>16.67%</u>	White	<u>12</u>	<u>66.67%</u>
				Hispanic/Latino	<u>3</u>	<u>16.67%</u>
Citation:						
Total	<u>65</u>	<u>77.38%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>4</u>	<u>6.15%</u>
	Black	<u>3</u>	<u>4.62%</u>	White	<u>31</u>	<u>47.69%</u>
				Hispanic/Latino	<u>27</u>	<u>41.54%</u>

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Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 2

1/1/2023 - 12/31/2023

Written warning and arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Citation and arrest:

Total	<u>1</u>	<u>1.19%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>1</u> <u>100.00%</u>

Arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Arrest based on

Violation of Penal Code:

Total	<u>1</u>	<u>1.19%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>1</u> <u>100.00%</u>

Violation of Traffic Law:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Violation of City Ordinance:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Outstanding Warrant:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 2
1/1/2023 - 12/31/2023

Was physical force resulting in bodily injury used during stop?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

No:

Total	<u>84</u>	<u>100.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>4</u>	<u>4.76%</u>		
Black	<u>6</u>	<u>7.14%</u>	White	<u>43</u>	<u>51.19%</u>	Hispanic/Latino	<u>31</u> <u>36.90%</u>

Number of complaints of racial profiling?

Total	<u>0</u>	<u>0.00%</u>		
Resulted in disciplinary action	<u>0</u>	<u>0.00%</u>		
Did not result in disciplinary action	<u>0</u>	<u>0.00%</u>		

Submitted electronically to the



The Texas Commission on Law Enforcement

Page 7

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 2
1/1/2023 - 12/31/2023

Comparative Analysis

Motor Vehicle Stops vs. Gender Ethnic Population of Service Area

CALDWELL COUNTY CONSTABLE PRECINCT 2

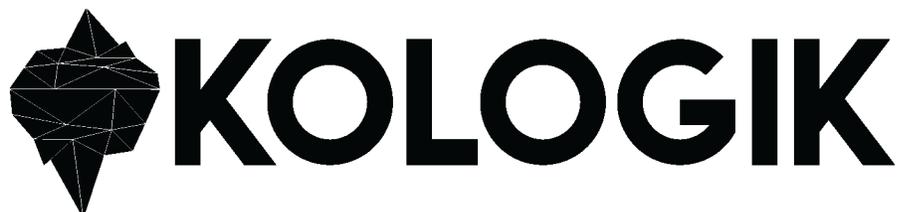
Racial Profile Data <small>Provided by Kologik COPsync Mobile</small>	# of Stops	% of Stops
Male	51	60.71%
Female	33	39.29%
Alaska Native/American Indian	0	0.00%
Asian/Pacific Islander	4	4.76%
Black	6	7.14%
White	43	51.19%
Hispanic/Latino	31	36.90%

Agency Service Area Demographics <small>Provided by Agency Official (Not Kologik)</small>	Total Number	% of Population
Male	23817	50.9
Female	22974	49.1
Alaska Native/American Indian		1.8%
Asian/Pacific Islander		1.0%
Black		6.4%
White		33.5%
Hispanic/Latino		55.5%
Other/Not Reported Above		

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:
The County information program, Texas Association of Counties and U S Census Quick Facts

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.



Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Information Only

Subject: To receive notice of collateral assignment.

Costs: \$0.00

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 2

February 28, 2024

Caldwell County, Texas *(via Certified Mail RRR 9414 7266 9904 2226 6703 52)*
County Judge, Caldwell County
110 S. Main Street
Lockhart, Texas 78644

BGO US LENDING SELLER II LLC *(via Certified Mail RRR 9414 7266 9904 2222 3895 17)*
c/o BentallGreenOak
399 Park Avenue, 18th Floor
New York, New York 10022

Re: (i) Loan Agreement dated as of February 28, 2024 (the "Loan Agreement") by and among F3 LOCKHART OWNER LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto from time to time (each, a "Lender" and collectively, the "Lenders"), and BGO US LENDING SELLER II LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (together with its successors and/or assigns in such capacity, "Agent"); and (ii) Chapter 381 Economic Development Program Agreement by and between Caldwell County, Texas, a political subdivision of the State of Texas (the "County"), Borrower, as company, and F3 ColdCo Lockhart LLC, as lessee, dated as of October 10, 2023 ("Economic Development Agreement")

Greetings:

Reference is made to the Loan Agreement. Under Section 10 of the Economic Development Agreement entitled "Successors and Assigns", it states that Borrower may collaterally assign the Economic Development Agreement to Agent with notice to, but not consent from, the County.

As a condition to closing the loan contemplated under the Loan Agreement, Borrower has executed and delivered to Agent an assignment of agreements (the "Assignment") covering, without limitation, the collateral assignment of Borrower's right, title, and interest in and to the Economic Development Agreement.

By way of this letter, the City hereby acknowledges that it is in receipt of notice that Borrower has collaterally assigned to Agent all of Borrower's right, title, and interest in, to, and under the Economic Development Agreement, including, without limitation, all of Borrower's rights to all tax reimbursement grants to be paid by the City pursuant to and in accordance with the terms of the Economic Development Agreement

Should you have any questions concerning this matter, please contact the undersigned at MWinston@Related.com

F3 LOCKHART OWNER LLC,
a Delaware limited liability company

By 
Michael Winston, Authorized Signatory

MIAMI 11287563.1 102321/305673

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Information Only

Subject: To accept certification for continuing education hours for Danie Teltow, County Auditor.

Costs: \$0.00

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 2

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2024 County Administrative Training: County Budgeting

Feb. 20 | March 26 | April 23 | May 2 | May 30 | June 24 | July 15

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	1
Calculating Tax Rates and What They Mean	1 hour	1
Advertisements and Public Notices	1 hour	1
Procedures to Adopt Budget and Tax Rate	1 hour	1
TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	
	TOTAL HOURS CLAIMED	4

Please check and fill out the office and continuing education hours that apply to you:

- County Commissioner (max of 4 hours): _____
- County Treasurer & Staff (max of 4 hours): _____
- CPA/Auditors (max of 4 hours): 4
- Tax Assessor-Collectors (max of 4 hours): _____
- Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- Feb. 20, Bryan
- March 26, Lubbock
- April 23, Amarillo
- May 2, Kerrville
- May 30, Tyler
- June 24, South Padre
- July 15, College Station

I, Danie Telton, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Danie Telton

County: Caldwell Title: Caldwell County Auditor

Date: 2-20-2024 Signature: Danie Telton

X THANK TO DODGE COUNTY (03)
HARRIS COUNTY (03)



TEXAS ASSOCIATION *of* COUNTIES

Certification for Continuing Education

This course is planned according to the requirements of continuing education rules covering maintenance of attendance records, retention of program outlines, qualifications of instructors, program content, physical facilities, and length of class hours.

How Many Hours May Be Earned? And how do I register my hours?

The following have been approved for continuing education for the 2024 County Administrative Training: County Budgeting. The following have approved 4 hours of continuing education. Please sign-in and complete the attached attendance form in duplicate.

- The Commissioners' Education Committee of the Texas Judges and Commissioners Association of Texas
- The Education Committee of the County Treasurers' Association of Texas
- The Tax Assessor-Collector Association
- Texas Justice Court Training Center
- Auditors and Certified Public Accountants It is the responsibility of the Auditor and Certified Public Accountant to decide what contributes to his/her professional competence. According to the Continuing Education Standards and Rules issued by the **Texas State Board of Public Accountancy**, courses that are considered by the Board should include:
 - Technical Course: Such as audit, tax, management advisory services, and other technical areas of benefit to a licensee and a licensee's employer(s)
 - Non-Technical Course: Such as communications, ethics, behavioral science and practice management which are of benefit to a licensee or a licensee's employer(s).
 - To claim credit, please sign-in and complete the attached attendance form in duplicate. Keep the top copy as proof of attendance and submit to your **District Judge and/or the Texas State Board of Public Accountancy**. **Texas Association of Counties Sponsor #05298**

How Do I Register My Hours?

To claim credit, please sign attendance roster and complete the attached attendance form in duplicate.

3. **Return original to TAC Representative prior to leaving the conference, email to jackieb@county.org or mail to:**
Texas Association of Counties
Attn: Jackie Boone
P.O. Box 2131
Austin, Texas 78768
4. **Keep one original for your records.**

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Information Only

Subject: To accept certification for continuing education hours for Gabi Saldana, 1st Assistant Auditor.

Costs: \$0.00

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 1

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2024 County Administrative Training: County Budgeting

Feb. 20 | March 26 | April 23 | May 2 | May 30 | June 24 | July 15

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	1
Calculating Tax Rates and What They Mean	1 hour	1
Advertisements and Public Notices	1 hour	1
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TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	
	TOTAL HOURS CLAIMED	4

Please check and fill out the office and continuing education hours that apply to you:

- County Commissioner (max of 4 hours): _____
- County Treasurer & Staff (max of 4 hours): _____
- CPA/Auditors (max of 4 hours): 4
- Tax Assessor-Collectors (max of 4 hours): _____
- Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- Feb. 20, Bryan
- March 26, Lubbock
- April 23, Amarillo
- May 2, Kerrville
- May 30, Tyler
- June 24, South Padre
- July 15, College Station

I, Gabi Saldana, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Gabi Saldana

County: Caldwell Title: 1st Assistant Auditor

Date: 2-20-24 Signature: Gabi Saldana

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: Presentation regarding a proposed development of a data center campus located at FM 2720 and Bobwhite Road.

Costs: \$0.00

Agenda Speakers: B.J. Westmoreland/Todd Workman

Backup Materials: Attached

Total # of Pages: 3

March 6, 2024

Caldwell County Engineering Department
110 S. Main Street
Lockhart, Tx 78644

Care Of: Mr. Tracy Bratton, P.E.
Doucet Engineers (Caldwell County's 3rd Party Engineer)

Re: Tax Parcel I.D#14662
205.8 Ac Parcel – Neimann Farm Partners, LP
Caldwell County, Texas
Development Agreement Request

On behalf of our client, we are submitting a Development Agreement Request for the Neimann Farm located at the southeast corner of the intersection of Bob White Road (CR 232) and FM 2720 in Caldwell County, Texas. The property is identified as Caldwell County Tax Parcel 14662, and is owned by Neimann Farm Partners, LP.

The proposed project includes development of 9 - 247,520 square foot light industrial buildings. The first phase of the project will include 3 to 4 of the buildings and supporting infrastructure. A Preliminary Plat has been submitted for the project.

The project team has been working with the County and Mr. Tracy Bratton. At this time, we are requesting a Development Agreement to include the following items:

- Reduction of flag lot requirements to allow ROW width for flag lots to be a minimum of 30 feet.
- The agreement should include language to require easements for share private infrastructure for drives, storm drains, and ponds.
- A cap on Caldwell County Permitting Fees of \$150,000 per Lot/Building.

We appreciate your consideration. Please contact us if you have any questions or concerns.

Sincerely,
Pape-Dawson Engineers

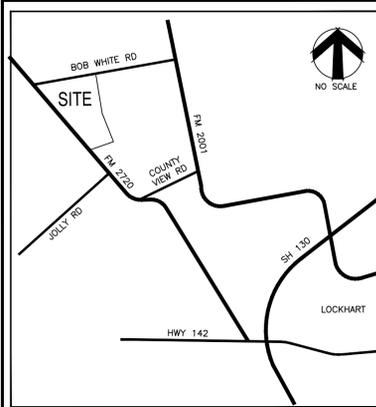


Shelly Mitchell, P.E.
Vice President

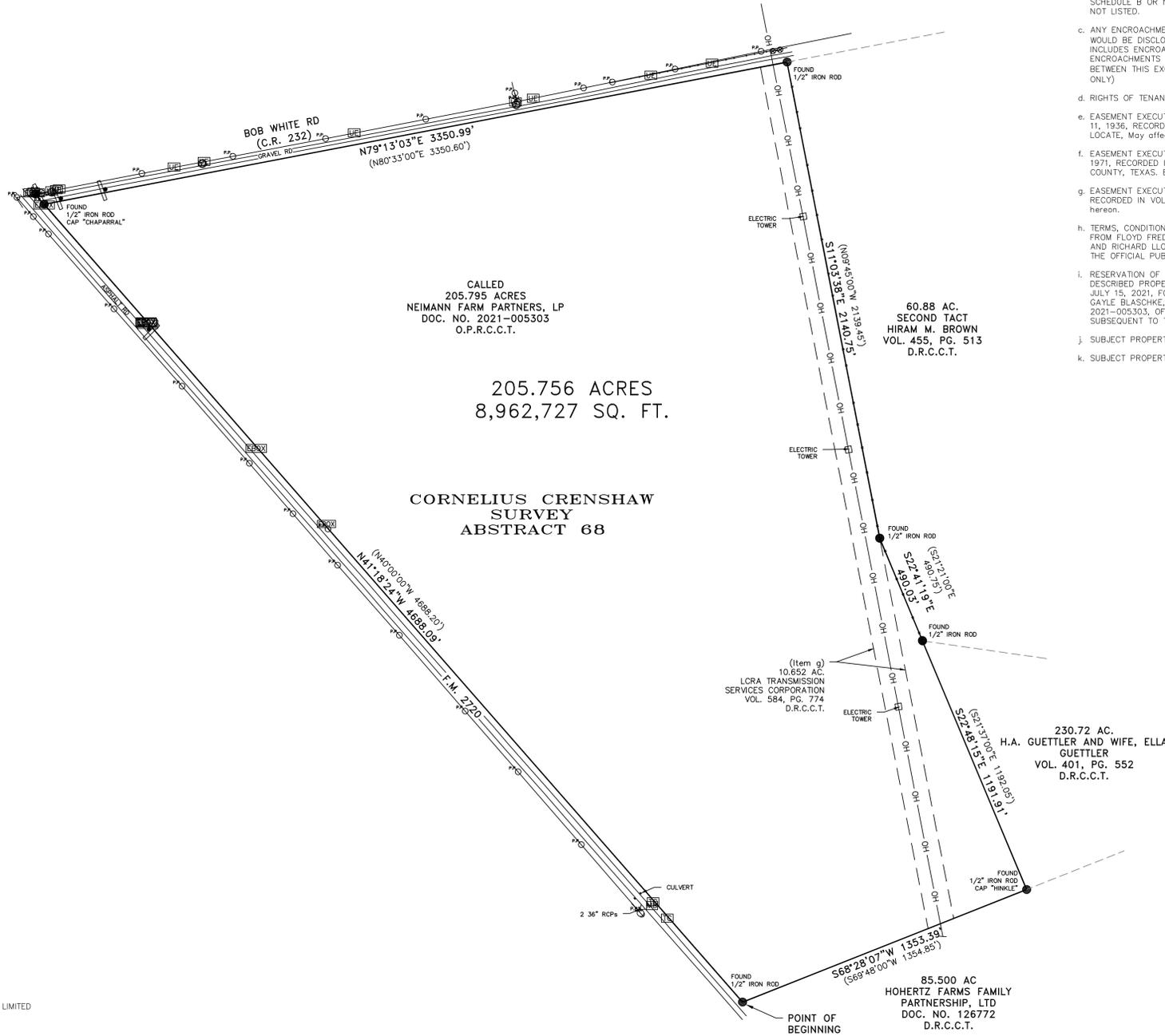
Attachments:

- Neimann Farm - ALTA Survey
- Neimann Farm - Proposed Site Layout

H:\Projects\513\78\02_501 Project Management\240306 Development Agreement Request.docx



VICINITY MAP
N.T.S.



205.756 ACRES
8,962,727 SQ. FT.

CORNELIUS CRENSHAW
SURVEY
ABSTRACT 68

CALLLED
205.795 ACRES
NEIMANN FARM PARTNERS, LP
DOC. NO. 2021-005303
O.P.R.C.C.T.

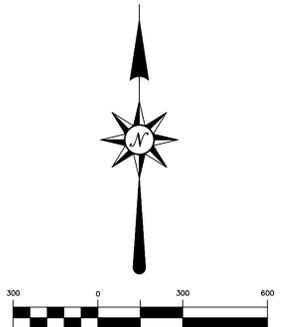
60.88 AC.
SECOND TRACT
HIRAM M. BROWN
VOL. 455, PG. 513
D.R.C.C.T.

230.72 AC.
H.A. GUETTLE AND WIFE, ELLA
GUETTLE
VOL. 401, PG. 552
D.R.C.C.T.

85.500 AC
HOHERTZ FARMS FAMILY
PARTNERSHIP, LTD
DOC. NO. 126772
D.R.C.C.T.

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

- BEING 205.796 ACRES OF LAND, MORE OR LESS, IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, SITUATED IN CALDWELL COUNTY, TEXAS, BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 2021-005303, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS AND AS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
 - a. RIGHTS OF PARTIES IN POSSESSION, (OWNER'S POLICY ONLY) THIS EXCEPTION MAY BE DELETED AT THE REQUEST OF THE PROPOSED INSURED, UPON A PHYSICAL INSPECTION BY THE TITLE COMPANY AND PAYMENT OF ITS REASONABLE AND ACTUAL COSTS THEREOF.
 - b. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. HERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 - c. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, THE TERM "ENCROACHMENT" INCLUDES ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING IN THE EVENT OF A CONFLICT BETWEEN THIS EXCEPTION AND COVERED RISK "1.(C)", THIS EXCEPTION SHALL CONTROL. (APPLIES TO OWNER'S POLICY ONLY)
 - d. RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
 - e. EASEMENT EXECUTED BY G. LLOYD BLUNDELL AND KATE BLUNDELL, TO TEXAS POWER & LIGHT COMPANY, DATED AUGUST 11, 1976, RECORDED IN VOLUME 173, PAGE 85 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS. UNABLE TO LOCATE, MAY AFFECT.
 - f. EASEMENT EXECUTED BY C.F. RICHARDS AND KATHLEEN F. RICHARDS, TO POLONIA WATER SUPPLY CORP., DATED JULY 31, 1971, RECORDED IN VOLUME 346, PAGE 15 AND CORRECTED IN VOLUME 352, 549, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS. BLANKET TYPE, UNABLE TO LOCATE, MAY AFFECT.
 - g. EASEMENT EXECUTED BY FLOYD NIEMANN, TO LORA TRANSMISSION SERVICES CORPORATION, DATED JULY 14, 2009, RECORDED IN VOLUME 584, PAGE 774 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS. AS SHOWN HEREON.
 - h. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN PIPELINE EASEMENT CONTAINED IN DEED DATED JULY 15, 2021, FROM FLOYD FRED NIEMANN, JULIE ANN HOFF, PAMELA GAYLE NIEMANN, FORMERLY KNOWN AS PAMELA GAYLE GLASCHKE, AND RICHARD LLOYD NIEMANN, TO NEIMANN FARM PARTNERS, LP, AND RECORDED IN DOCUMENT NO. 2021-005303, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AFFECTS.
 - i. RESERVATION OF ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE HEREIN DESCRIBED PROPERTY, TOGETHER WITH ALL RIGHTS RELATING THERETO, EXPRESS OR IMPLIED, CONTAINED IN DEED DATED JULY 15, 2021, FOR FLOYD FRED NIEMANN, JULIE ANN HOFF, PAMELA GAYLE NIEMANN, FORMERLY KNOWN AS PAMELA GAYLE GLASCHKE, AND RICHARD LLOYD NIEMANN, TO NEIMANN FARM PARTNERS, LP, AND RECORDED IN DOCUMENT NO. 2021-005303, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS. SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE CITED INSTRUMENT. NOT SURVEY RELATED.
 - j. SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT.
 - k. SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK UNDERGROUND WATER DISTRICT.



(IN FEET)
1 inch = 300 ft.

LEGEND

- IRON ROD SET WITH CAP "ATWELL LLC"
- PROPERTY CORNER FOUND AS NOTED
- ⊙ POST
- ⊙ POWER POLE
- GUY WIRE ANCHOR
- ⊠ ELECTRICAL MARKET
- ⊠ ELECTRICAL MANHOLE
- ⊠ ELECTRICAL PEDESTAL
- ⊠ SIGN
- ⊠ MAILBOX
- ⊠ TELEPHONE PEDESTAL
- OH — OVERHEAD UTILITY
- X — FENCE LINE
- () RECORD INFORMATION
- D.R.C.C.T. DEED RECORDS OF CALDWELL COUNTY, TEXAS

GENERAL NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83) TEXAS SOUTH CENTRAL (4204) ZONE. SURFACE ADJUSTMENT FACTOR IS 1.00013.
2. THIS SURVEY USED THE COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF# 23-1438-CH, EFFECTIVE DATE MAY 25, 2023, ISSUED DATE JUNE 1, 2023.
3. SUBJECT PROPERTY CONTAINS A TOTAL AREA OF 205.756 ACRES (8,962,727 SQUARE FEET) MORE OR LESS.
4. ENCROACHMENTS ARE AS SHOWN ON SURVEY.
5. PHYSICAL ADDRESS: NA
6. ZONING: N/A.
7. UTILITIES LOCATED BY OBSERVED EVIDENCE AND TEXAS 811 MARKINGS

SURVEYORS CERTIFICATE:

TITLE COMMITMENT OF# 23-1438-CH,
TO: TC LOCKHART I, LLC, NEIMANN FARM PARTNERS, LP, A TEXAS LIMITED PARTNERSHIP AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ISSUED DATE JUNE 1, 2023.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6, 8, 11, 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 2, 2023.
DATED THIS THE 7th DAY OF JUNE, 2023

ROBERT J. GERTSON, RPLS# 6367
ATWELL LLC
805 LAS CIMAS PARKWAY, STE. 1310
AUSTIN, TEXAS 78746
(512)904-0505
RGERTSON@ATWELL-GROUP.COM



ELEGAL DESCRIPTION AS SURVEYED:

A 205.756 ACRES (8,962,727 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT 68, CALDWELL COUNTY, TEXAS, AND BEING ALL OF A CALLED 205.795 ACRE TRACT, CONVEYED TO NEIMANN FARM PARTNERS, LP, IN DOCUMENT NO. 2021-005303, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHWESTERN CORNER OF SAID 205.795 ACRE TRACT, BEING THE NORTHWESTERN CORNER OF A CALLED 85.500 ACRE TRACT, CONVEYED TO HOHERTZ FARMS FAMILY PARTNERSHIP, LTD, IN DOCUMENT NO. 126772, DEED RECORDS OF CALDWELL COUNTY, TEXAS, AND ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 2720/FM 2720 (RIGHT-OF-WAY VARIES), FOR THE SOUTHWESTERN CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 205.795 ACRE TRACT ALSO BEING THE EASTERN RIGHT-OF-WAY LINE OF FM 2720, N41°18'18" W, A DISTANCE OF 4,688.09 FEET TO A 1/2" IRON ROD WITH CAP "CHAPARRAL" FOUND FOR THE NORTHWESTERN CORNER OF SAID 205.795 ACRE TRACT AND BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF BOB WHITE ROAD/COUNTY ROAD 232, (RIGHT-OF-WAY VARIES), FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 205.795 ACRE TRACT ALSO BEING THE SOUTHERN RIGHT-OF-WAY LINE OF BOB WHITE ROAD, N79°13'03"E, A DISTANCE OF 3,350.87 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEASTERN CORNER OF SAID 205.756 ACRE TRACT ALSO BEING THE NORTHWESTERN CORNER OF A CALLED 60.88 ACRE TRACT (SECOND TRACT), CONVEYED TO HIRAM M. BROWN IN VOLUME 455, PAGE 513, DEED RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 205.795 ACRE TRACT ALSO BEING THE WESTERN LINE OF SAID 60.88 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S11°03'38"E, A DISTANCE OF 2,140.75 FEET TO A 1/2" IRON ROD FOUND; AND
2. S22°41'19"E, A DISTANCE OF 490.03 FEET TO A 1/2" IRON ROD FOUND, FOR THE SOUTHWESTERN CORNER OF SAID 60.88 ACRE TRACT AND ALSO BEING THE NORTHWESTERN CORNER OF A CALLED 230.72 ACRE TRACT, CONVEYED TO H.A. GUETTLE AND WIFE, ELLA GUETTLE IN VOLUME 401, PAGE 552, DEED RECORDS OF CALDWELL COUNTY, TEXAS;

THENCE, WITH THE EASTERN LINE OF SAID 205.795 ACRE TRACT ALSO BEING THE WESTERN LINE OF SAID 230.72 ACRE TRACT, S22°48'15"E, A DISTANCE OF 1,191.91 FEET TO A 1/2" IRON ROD WITH "HINKLE" CAP FOUND, FOR THE SOUTHWESTERN CORNER OF SAID 205.795 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF SAID 85.500 ACRE TRACT, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 205.795 ACRE TRACT ALSO BEING THE NORTHERN LINE OF SAID 85.500 ACRE TRACT, S68°28'07"W, A DISTANCE OF 1,353.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.756 ACRES OR 8,962,727 SQUARE FEET, MORE OR LESS.

BEARING BASIS - NOTE
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 (2011 ADJUSTMENT), SOUTH CENTRAL ZONE (4204). THE GRID TO SURFACE COMBINED SCALE FACTOR IS 1.00013.

DR.	EB	CH.	AY	DATE	JUNE 7, 2023
P.M.	RG				
CAD FILE:	23002654 - NEIMANN ALTA.DWG				
JOB	23002654				
SHEET NO.	1 OF 1				
REVISIONS					

ALTA/NSPS LAND TITLE SURVEY

PROJECT:
205.756 ACRES (8,962,727 SQUARE FEET)
OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT 68
CALDWELL COUNTY, TEXAS

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 1310
AUSTIN, TX 78746
512.904.0505
TBP# LS 10193726

k:\23002654 - neimann farm_alta.dwg Savedate:6/7/2023 2:03 PM Plotdate:6/7/2023 2:03 PM



PID 28944
WARRANTY DEED
OWNER: BOB WHITE RANCH PARTNERS, LP
CALLED 93.3479 AC.
DEED NO. 2020-005485
O.P.R.C.C.T.X.

PID 15099
WARRANTY DEED
OWNER: RUC HOLDINGS ULC
CALLED 103.15 AC.
DEED NO. 2018-003682
O.P.R.C.C.T.X.

PID 15099
WARRANTY DEED
OWNER: RUC HOLDINGS ULC
CALLED 103.15 AC.
DEED NO. 2018-003682
O.P.R.C.C.T.X.

PID 14662
WARRANTY DEED
OWNER: NEIMANN
FARM PARTNERS, LP
CALLED 205.795 AC.
DEED NO.
2021-005303
O.P.R.C.C.T.X.

PID 15092
WARRANTY DEED
OWNER: WALTON TX, LP
CALLED 74.749 AC.
CALLED VOL. 643 PG. 489
O.P.R.P.C.C.T.X.

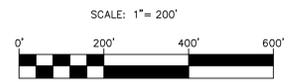
PID 15094
WARRANTY DEED
OWNER: GEORGE T. MILLER
AND WIFE BENNIE K.
CALLED 6.598 AC.
DEED VOL. 416 PG. 671
O.P.R.P.C.C.T.X.

60.88 AC.
SECOND TACT
HIRAM M. BROWN
D.R.C.C.T.

10.652 AC. - 120' WIDE
LCRA TRANSMISSION SERVICES CORPORATION
VOL. 584, PG. 774 D.R.C.C.T.

230.72 AC
H.A. GUETTLER AND WIFE, ELLA GUETTLER
VOL. 401, PG. 552
D.R.C.C.T.

85.500 AC
HOHERTZ FARMS FAMILY PARTNERSHIP, LTD
DOC. NO. 126772 D.R.C.C.T.



LEGEND

- EXISTING BOUNDARY
- PROPERTY BOUNDARY
- EASEMENT LINE
- EXISTING OVERHEAD UTILITY
- EXISTING 100 YR FLOODPLAIN
- CENTER LINE OF ROW
- PROPERTY CORNER FOUND
- PROPOSED PROPERTY CORNER
- PROPOSED BUILDING

NOTES

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

DATE	
NO. REVISION	



PAPE-DAWSON ENGINEERS
 AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10001 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TUBE FIRM REGISTRATION #10028801

THE NEIMANN FARM PLAT
 BOB WHITE RD.
 CALDWELL COUNTY, TEXAS 78634
 PHASING PLAN

JOB NO.	51378-02
DATE	DECEMBER 2023
DESIGNER	MPW
CHECKED	DRAWN_VKB
SHEET	04 OF 07

PRELIMINARY NOTES
 PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.

Notes: Nwp_06_2024_0114.dwg User ID: Hgwr02 File: H:\Projects\31313\31313_02_212_Preliminary\Civil\PHS\31378-02.dwg

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Order

Subject: Regarding the burn ban.

Costs: \$0.00

Agenda Speakers: Judge Haden/Hector Rangel

Backup Materials: Attached

Total # of Pages: 2



**CALDWELL COUNTY, TEXAS
DECLARATION OF LOCAL DISASTER
PROHIBITION OF OUTDOOR BURNING**

WHEREAS, Section §418.108 of the Local Government Code provides that the County Judge can declare a slate of Local Disaster within the county) and order, may prohibit outdoor burning in the unincorporated area of the county when he finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning and,

WHEREAS, the County Judge does find that circumstances present in all of the unincorporated area of the county create a public safety hazard that could be exacerbated by outdoor burning;

BE IT THEREFORE ORDERED, that the following emergency regulations are hereby established for all unincorporated areas of Caldwell County, Texas that are not subject to public ownership or stewardship for the duration of the above mentioned declaration:

- I. Action Prohibited:
 - (a) A person violates this order if he/she burns a combustible material outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
2. Enforcement:
 - (a) Upon notification of suspected outdoor burning the fire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
 - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: **Violation of Burn Ban Order.**
Therefore it is in accordance with Local Government Code 352.08 I, a violation of this order is a class C Misdemeanor, punishable by a fine not to exceed \$500.00.
3. This Order does not prohibit prescribed fire(s) conducted in compliance with guidelines set forth by federal or state natural resource agencies and conducted by a prescribed burn manager certified under Section 153.048 Natural Resources Code, and meets the standards of Section 153.047, Natural Resources Code, burned under a burn plan approved by such agencies, or outdoor burning activities related to public health and

safety that are authorized by the Texas Commission on Environmental Quality for:

- (a) Firefighter training
- (b) Public utility, natural gas pipeline or mining operations
- (c) Planting or harvesting of agricultural crops

IT IS FURTHER ORDERED that an exemption be hereby granted for a bona fide commercial land clearing business, allowing said business to burn as long as all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein, and contact is made and the burning approved by the Caldwell County Emergency Management Coordinator at 1403 Blackjack St. Lockhart, TX at phone Number 512-398-1822, and receiving permission, prior to any outdoor burning.

IT IS FURTHER ORDERED that an exemption be hereby granted to those businesses where welding is an essential function of the business, allowing welding operations to proceed as long as the area of welding operations has been cleared of vegetation for a distance of no less than ten (10) feet in all directions, that there be a second capable person acting as a fire spotter with a sufficient water source available to extinguish fires which may be ignited from stray sparks, and only when all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein.

BE IT ALSO ORDERED, that the purpose of this order is the mitigation of the hazard posed by wildfire during the term of the dry, weather by curtailing outdoor burning; which purpose is to be taken into account in any enforcement action based upon this order.

This order will remain in effect for a period of 14 days, and shall expire at the end of said period.

IN WITNESS WHEREOF, I AFFIX MY SIGNATURE this, the 12th of March 2024.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Order

Subject: To approve Order 07-2024 authorizing the sale of fireworks for San Jacinto Day.

Costs: \$0.00

Agenda Speakers: Judge Haden/Hector Rangel

Backup Materials: Attached

Total # of Pages: 3



SAN JACINTO DAY FIREWORKS PERIOD

(APRIL 16-MIDNIGHT, APRIL 21)

DEADLINE TO ADOPT ORDER: MARCH 31, 2024

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for San Jacinto Day (April 21).

If the court decides to permit the sale of fireworks during the San Jacinto Day period, the order must be adopted before April 1. If the court does not wish to permit the sale of fireworks during this period, no action is required.

Please note the distinction between this law (Occupations Code, §2154.202(h)), which **allows** the commissioners court at its **discretion** to **permit** fireworks sales for the holiday period and the other law (Local Government Code, §352.051) which **requires** the court to take action to **restrict** or **prohibit** sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the San Jacinto Day period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for San Jacinto Day, it may **restrict** or **prohibit** the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

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

A copy of Local Government Code §352.051 and the portions of the Occupations Code that define and explain permitted and prohibited fireworks are available online at [county.org/fireworks](https://www.tacounty.org/fireworks). A sample order authorizing the sale of fireworks during this period is provided on the following page. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

STATE OF TEXAS
 COUNTY OF _____

SAMPLE ORDER AUTHORIZING SAN JACINTO DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of _____ County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of San Jacinto Day; and

WHEREAS, on the ___ day of _____, 2024, the Commissioners Court of _____ County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of _____ County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the San Jacinto Day period beginning April 16, 2024 and ending at midnight April 21, 2024, subject to the following restrictions:

- a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, April 21, 2024, whichever is earlier.
- b. [Describe specific restrictions, if applicable]

Approved this the ___ day of _____, 2024, by the _____ County Commissioners Court.

 County Judge



ORDER 07-2024
AUTHORIZING SAN JACINTO DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Caldwell County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of San Jacinto Day; and

WHEREAS, on the 12th day of March, 2024, the Commissioners Court of Caldwell County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Caldwell County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the San Jacinto Day period beginning April 16, 2024 and ending at midnight April 21, 2024, subject to the following restrictions:

- a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, April 21, 2024, whichever is earlier.
- b. The sale of restricted fireworks as defined by Section 352.051, Texas Local Government Code, including “skyrockets with sticks” and “missiles with fins,” is prohibited.

Approved this the 12th day of March, 2024, by the Caldwell County Commissioners Court.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
County Clerk

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: To approve a development agreement between the County and Kinder Morgan Texas Pipeline LLC, for the development of a natural gas transmission pipeline.

Costs: \$0.00

Agenda Speakers: Judge Haden/Allen Fore

Backup Materials: Attached

Total # of Pages: 9

**DEVELOPMENT AGREEMENT
BETWEEN
CALDWELL COUNTY, TEXAS
AND
KINDER MORGAN TEXAS PIPELINE LLC
FOR
DESIGN AND CONSTRUCTION OF THE CENTRAL TEXAS PIPELINE**

This Development Agreement (the "Agreement") is by and between Caldwell County, a political subdivision of the state of Texas ("County"), and Kinder Morgan Texas Pipeline LLC, an operator of a natural gas transmission pipeline, ("Declarant"). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge.

WHEREAS, Declarant has established a preferred transmission pipeline route of approximately 13 miles in Caldwell County which involves horizontal construction with surface sites with above ground appurtenances which is more particularly described in Exhibit A as the Central Texas Pipeline Project, attached hereto (the "Project"); and

WHEREAS, the County desires that Declarant design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

WHEREAS, This Agreement delineates the conditions for the Project under which the variances to the technical requirements of the Caldwell County Development Ordinance will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the interest of both parties.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant agree as follows:

1. General Terms and Conditions

- a. The "Project" is defined as the design and construction of a natural gas pipeline to be installed below the surface and supporting above- and below-surfaces appurtenances involving real property, together with all related construction, drainage, and other improvements to be constructed or implemented on contiguous parcels of property defined by a specified route. For purposes of this Agreement, the Project is considered complete after the expiration of one year workmanship period.
- b. The County acknowledges Declarant's interest in developing a natural gas transmission pipeline – referenced as Central Texas Pipeline.
- c. The County has asked for specific considerations as part of the Right-Of-Way (ROW) and Road Crossing permit application process. The considerations are based on good engineering and environmental disciplines, local knowledge of soils, storm water effects, excavation and construction best practices in Caldwell County, consistent with discussions between the parties.
- d. Declarant desires to construct the pipeline which will include: County Road crossings, develop temporary and permanent driveways, and install several small gravel surface sites along the pipeline, to include aboveground appurtenances such as valves and piping, as indicated on Declarant provided drawings.
- e. The benefit of the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2. Declarant Obligations

- 2.1. **Declarant Tasks.** Declarant agrees to prepare and submit engineered, reviewed and compliant Commercial Site Development Permits, Road Right-of-Way Crossing Utility Permits, Temporary and Permanent Access Driveway Permits, Floodplain Permits, and Future Site Permits. Specifics are provided here, in part:
- a. The pipeline may be installed without encasement provided it is welded steel construction and of sufficient strength to withstand the internal design pressure plus the dead and live loads of the pavement structure and traffic. Additional protective measures include cathodic protection, corrosion coating, and the minimum lower crossing depth of ninety-six inches below pavement or gravel surface or the lowest ditch at all County road crossings. Markers with identification of ownership shall be placed immediately above the line at each ROW line and situated so as not to interfere with County road maintenance or be concealed by vegetation.
 - b. The pipeline is to be used for the sole purpose of transporting natural gas. Only one pipeline is permitted to be contained in or occupy the limits associated with the Project. No habitable structures to be constructed as a part of this Project.
 - c. Declarant will provide a Project Fact Sheet and contact numbers to the County and Community. Declarant will engage with individual Caldwell County agricultural property landowners in the pipeline route who, for the most recent tax year, have their acreage listed as agricultural on the Caldwell County appraisal district records. The Declarant will conduct outreach with property owners in the pipeline route and provide an option of a depth of cover of 48 inches.
 - d. Declarant shall guarantee all work for one year against defects and failures due to workmanship and materials. All warranty repairs shall be made timely.
 - e. Installations crossing the County Road
 - i. Shall intersect at 90-degrees or as close to 90 degrees as reasonably possible to the County Road, including those areas identified by the County as a future right-of-way in its thoroughfare plan. If pipeline crossings at County Roads occur in parallel alignment to existing utilities, then the proposed pipeline shall cross as close to similar angle as the other utilities to maintain parallel alignment as close to practical as possible.
 - ii. Utility lines crossing a public road right-of-way must be installed with a bore method, at a minimum lower depth of ninety-six inches below pavement or gravel surface or the lowest ditch at all county road crossings. Markers with identification of ownership shall be placed immediately above the line at each ROW line and situated so as not to interfere with County Road maintenance or be concealed by vegetation.
 - iii. Bore pits shall be located outside of the public road ROW and shall be constructed in such a manner as to not interfere with roadway structural footings, safe roadside clearance and traffic operations. Under normal conditions, bore pits should be located a minimum of 10 feet from edge of road right-of-way.
 - iv. Line Markers will be placed in accordance to Declarant Standards, attached to this Agreement as Exhibit 'C' and incorporated herein for all purposes, and Texas One-Call laws.
 - v. If it is not feasible to bore under the roadway as permitted, a special request shall be made to the County Engineer for approval of alterations to submitted and previously approved permit and technical drawings. County Engineer to provide additional review and approvals prior to Declarant continuing with installation operations. Notwithstanding Section 1.a of this Agreement, the warranty period for workmanship and materials at any location that open cut methods of construction are used within a public road right-of-way shall be 2 years.

- f. Longitudinal installations of Project within existing public road right-of-way:
 - i. Shall be located on uniform alignment as near as practicable to the existing public road right-of-way line.
 - ii. Markers with ownership identification shall be located a minimum of every 1500 feet along pipeline and at points of inflection along the alignment within existing public road right-of-way.
 - iii. Line markers will be placed in accordance to Declarant Standards, attached to this Agreement as Exhibit 'C' and incorporated herein for all purposes, and Texas One-Call laws.
 - iv. Where longitudinal trenching is permitted within the existing public road right-of-way, backfill shall be compacted to densities of the surrounding soil.
 - v. All paved side roads must be bored for any underground utility installed parallel to any existing public road.
- g. Aboveground appurtenances
 - i. Gravel surface site plans to remain in place after the pipeline installation is complete shall be provided to County as part of commercial site development permit review.
 - ii. Shall be located outside of any public right-of-way.
- h. Reimbursement for Cost
 - i. Where the easement crosses a public roadway, as Roadway is defined in the Caldwell County Development Ordinance, the County shall require a permit application fee of one thousand dollars (\$1,000.00) per road crossing and/or right-of-way application. The County will require a one-time permitting fee of \$5,000.00 for review of Site Development Permits associated with the Project. The County will require a floodplain permit application fee of three hundred fifty dollars (\$350.00) per floodplain permit application. No other fees will be associated with the roadway, right-of-way, or floodplain permits. The parties agree that these fees represent fair compensation for administrative review and regulatory oversight of the applicable permit applications.
 - ii. County shall require reimbursement for its cost of measures that the County may take in the interests of traffic safety, or restoration and repairs to a County road which are made necessary by the Declarant's installation in the event the Declarant does not resolve raised concerns within 30 days of its receipt of notice that the County has determined that such measures are required.
- i. Pre-Construction and Construction Requirements
 - i. Declarant shall adhere to conditions outlined in approved permits.
 - ii. Declarant shall photo or video document the condition of the adjacent county road used for ingress and egress to the Project prior to any construction pursuant to this Agreement and, if damages are proximately caused by Declarant's construction of the Project, restore the damaged road area to its condition prior to said construction. For each used point of ingress and egress to the Project site, the foregoing documentation will include not less than one-half mile of roadway centered on each said point of ingress and egress.
 - iii. Traffic control and protective devices shall be used and must conform to and be consistent with the Texas Manual on Uniform Traffic Control Devices.
 - iv. Roadways adjacent to Declarant construction sites shall be kept free from debris, roadway construction material, and mud. At the end of every construction day, construction equipment and materials shall be removed as far from the roadway edges as feasible. When utility installation is complete, the right-of-way shall be reshaped to its original condition or better and the area reseeded to reduce erosion. Should settlement or erosion occur within six months after utility installation, the Declarant shall reshape or reseed the affected areas.

3. **County Obligations.** County agrees to review and consider Commercial Site Development Permits, Right-of-Way Utility Permits, Temporary and Permanent Access Driveway Permits, Floodplain Permits, and future Commercial Site Permits prepared by Declarant and its agents during the pendency of the Project with all care, focus, and priority warranted to this commercial enterprise for public sustainability.
4. **Agreed Variances.** County agrees to permit development and construction of the Project in accordance with the proposed variances and terms contained within Exhibit B, attached hereto and incorporated for all purposes. Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.
5. **Actions Performable.** The County and the Declarant agree that all actions to be performed under this agreement are performable in Caldwell County, Texas.
6. **Default.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of written notice of default from the other party providing a full description of said default. After receipt of said notice, the defaulting party will have ninety (90) days to cure such default, or if impractical to cure such default within ninety (90) days, begin curing such default within ninety (90) days and diligently proceed to completion. In the event Declarant fails to cure such default in the manner described herein, then County shall have all rights afforded by law, including the right to seek specific performance of this obligation or otherwise cure the default and demand timely payment from Declarant for all reasonable costs associated with such curative efforts. For the sake of this section, "Default" shall mean the failure to comply, or substantially comply, with a material term of this Agreement.
7. **Governing Law.** The County and Declarant agree that this Agreement has been made under the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
8. **Venue and Jurisdiction.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.
9. **Relationship of Parties.** The Declarant, including their agents, employees, and subcontractors, are not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this Agreement. The Declarant represents that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.
10. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
11. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.
12. **Changes in writing.** Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.
13. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
14. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address

for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Judge
110 South Main St.
Rm. 101
Lockhart, TX 78644

With copy to: Caldwell County Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644

To Declarant: Kinder Morgan Texas Pipeline, LLC
Attn: Scott Bare
1001 Louisiana St., Ste.1000
Houston, Texas 77001

15. **Force Majeure.** Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic, or strike.
16. **Assignment.** This Agreement may be assigned by the Declarant without the written consent of the Caldwell County Commissioners Court.
17. **Review by Counsel.** The County and the Declarant acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
18. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.
19. **Agreement Binds Successors and Runs with the Pipeline Route.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be effective on Declarant's recording of this Agreement in the Official Public Records of Caldwell County, Texas.

[THIS SECTION LEFT INTENTIONALLY BLANK]
[SIGNATURES FOLLOW ON NEXT PAGE]

20. **Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS THEREOF, the parties have executed this agreement on the _____ day of _____, 202__.

COUNTY:

Hoppy Haden
Caldwell County Judge

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20__.

Name: _____
Notary Public

DECLARANT:

Scott D. Bare

Name: Scott D. Bare
Authorized Agent

The State of Texas,
County of Caldwell, Harris TX

Before me Theresa L. Olson on this day personally appeared Scott Bare, proved to me through JDL Kinder Morgan, Inc. to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of March, A.D., 2023.

Theresa L. Olson

Name: Theresa L. Olson
Notary Public



'Exhibit B'

**Variance
Caldwell County Development Ordinance**

"Section 4.3.2 REQUIREMENTS FOR COMMERCIAL SITE CONSTRUCTION PERMIT

For all Commercial Site Construction, the parcel for which the permit is required must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or be exempt from platting under provisions of this ordinance or the Texas Local Government Code.

Commercial Site Construction permit applications shall be accompanied by construction drawings and specifications prepared and certified by a Professional Engineer licensed to practice in the State of Texas. Site construction drawings shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for commercial site projects. Design specifications for site construction projects in Caldwell County shall conform to design requirements specified in the appendices to this document. A Site Construction Permit application will be deemed administratively complete if shall be accompanied by:

- A) An engineer's summary letter outlining the nature of the project and any requests for the use of alternative design standards with justification for such applications.
- ~~B) Proof of Texas Accessibility Standards (TAS) registration with the Texas Department of Licensing and Registration (TDLR) or proof of the projects exemption from TAS registration.~~
- ~~C) B) A copy of the deed or other officially recorded documentation establishing ownership of the property.~~
- ~~D) C) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.~~
- ~~E) D) If the site construction includes addition of or expansion structures that generate wastewater and is to be served by an on-site sewage facility (OSSF), the site construction application shall be accompanied by an OSSF application. Applications for the site construction and OSSF permits will be processed concurrently. In cases where the OSSF is existing and adequate to serve the planned improvements, a letter from the Director of Sanitation confirming the adequacy of the existing system to meet the demands of the planned improvements may be substituted.~~
- ~~F) E) If the site construction includes a new driveway or improvement of an existing driveway, or if it alters the intensity of the site use so as to bring into question the adequacy of the existing driveway under this ordinance, the site construction permit shall be accompanied by a driveway permit application. Applications for the site construction and driveway permits will be reviewed concurrently.~~
- ~~G) An estimate of probable cost for all phases of proposed construction prepared by the architect or engineer bearing the signature and seal of the responsible professional.~~
- ~~H) F) If the development is located in or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be two (2) feet above the adjoining base flood elevation and the~~

following must accompany the permit:

- a) base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
 - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
 - c) proposed elevation of the improvements.
- ~~F)~~ ~~A traffic impact analysis for site development projects that generate traffic volumes in excess of 1,000 vehicles trips per day.~~
- ~~J)G)~~ If a facility requires water, proof of potable water service in the form of 1) receipt for paid impact/ meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well.
4) an engineered or certified rainwater collection system.
- ~~K)H)~~ An Engineering Summary Report. The summary report shall be signed and sealed by the responsible Professional Engineer and shall address the following topics:
- 1) An engineering drainage report to support all drainage designs including complete computations provided in an orderly manner with clearly stated assumptions and design basis. No analysis of predeveloped or post-developed flows will be required if (1) existing drainage patters are maintained outside of property controlled by the applicant and (2) development of the site contains less than 8,000 square feet of improved permanent impervious cover.
 - 2) If any revision to a FEMA Flood Insurance Study is required, discussion of the character of the changes and the reasons requiring map revision shall be provided.
 - 3) Specification of the source of water and wastewater service including copies of relevant service letters and other necessary approvals.
- ~~L)I)~~ Construction plans conforming to the following:
- 1) Cover Sheet showing name, address and phone numbers for the record Owner, proposed project name, location map, sheet index, certifications and signature blocks, the names of the engineer and surveyor, the project address, the submittal date, and the bearing basis and benchmarks list.
 - 2) Existing Conditions Sheet showing property lines with bearings and distances; locations of existing structures and improvements; centerline of drainageways and existing drainage structures; 100-year floodplain boundaries if applicable; existing topographic data at 1-foot contour intervals; locations, sizes and descriptions of all existing utilities; location, dimensions, names and descriptions of all existing or recorded rights-of-way and easements; and location of City Limit and ETJ lines.

- 3) Erosion and Sedimentation Control Plan showing location, size and character of all temporary and permanent erosion and sediment control measures, contractor staging areas, and proposed cut and fill areas.
- 4) Site Plan showing location and dimensions of all existing and proposed buildings, driveways, and parking facilities with sufficient dimensional control information to allow proper construction staking.
- 5) Grading and Drainage Plan with drainage areas and design flows; detailed design of drainage facilities including channel sections, storm sewers, and detention basins; existing and proposed topographic conditions at one-foot intervals; benchmarks; and design flow calculations.
- 6) Base flood elevations and existing and proposed finished floor elevations for any structures located in a floodplain or within three hundred (300) feet of a floodplain.
- 7) Utility Plan Sheet showing layout and pipe sizes for the proposed water distribution and wastewater collection systems; well locations ; on-site wastewater treatment and disposal system locations with design capacity information, if applicable; locations of fire hydrants, valves, meters; design details for connections to municipal water system; plan and profile information for water utility line in the public ROW or public utility easements; and, if applicable, detailed design sheets for lift stations.
- 8) Construction Details.

Following a request by the County Engineer, Owner's failure to supplement a Site Construction Application with the following items shall render an otherwise administratively complete application to be administratively incomplete:

- J) Proof of Texas Accessibility Standards (TAS) registration with the Texas Department of Licensing and Registration (TDLR) or proof of the projects exemption from TAS registration.

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Donation

Subject: To accept a \$1.5 million donation from Kinder Morgan Texas Pipeline LLC.

Costs: \$0.00

Agenda Speakers: Judge Haden/Allen Fore

Backup Materials: Attached

Total # of Pages: 2

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Contract/ILA

Subject: To approve a professional services agreement between the County and Dr. Charles Laurence for the practice of medicine pursuant to duties as the local health authority.

Costs: \$12,000 annually

Agenda Speakers: Judge Haden/Chase Goetz

Backup Materials: Attached

Total # of Pages: 4

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CALDWELL COUNTY
AND
DR. CHARLES LAURENCE
FOR
MEDICAL CONSULTANT SERVICES**

WHEREAS, Caldwell County (the “County”) is a political subdivision of the State of Texas acting by and through its Commissioners Court;

WHEREAS, Dr. Charles Laurence (“Consultant”) is a duly licensed to practice medicine in Texas, and desires to accept responsibility to provide consultative services to Caldwell County;

WHEREAS, the County seeks to provide for the efficient administration of state and local laws relating to public health within the county;

WHEREAS, the County is authorized under Section 121.028, Texas Health and Safety Code, to appoint a physician as the county’s local health authority; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and Consultant do hereby agree as follows:

**ARTICLE I
OBLIGATIONS OF COUNTY AND CONSULTANT**

Section 1.01. Services. Consultant will, pursuant to evidence-based practice and professional skill and independent judgment, consult with and provide guidance to the County Judge and Commissioners Court regarding matters of public health, develop strategies to reduce the impact of pandemic events, evaluate current or proposed County responses to pandemic events, reporting on public health initiatives to address outstanding or emerging issues, and other duties relating to the administration of state and local laws relating to public health in the County’s jurisdiction. Consultant’s services will not be construed to include the provision of any medical services or treatment to patients.

Section 1.02. Licensed to Practice Medicine. Consultant represents that Consultant is a competent physician with a reputable professional standing who is legally qualified to practice medicine in Texas, and is also a resident of this State. Consultant will take, subscribe, and file any oath, certification, appointment, or other documentation necessary to confirm their statutory qualifications. Duty to Maintain Licensure. Consultant also agrees to maintain a valid, unrestricted license license to practice medicine in the State of Texas, and remain in good standing with the Texas Medical Board.

Consultant agrees to inform the County, in writing, of any pending or past investigation of the Consultant conducted by or on behalf of a regulatory authority providing oversight of the practice of medicine. If at any time the Consultant’s license is suspended or revoked, this Agreement will terminate effective immediately. Consultant is not entitled to receive payment for services that were performed while Consultant’s license was suspended or revoked.

Section 1.03. Compensation. Consultant will be compensated for work at a set fee of \$1000.00 per month. Consultant will invoice the County for services rendered.

Section 1.04. Payment Date. County will pay submitted invoices within 30 days of its receipt of said invoice.

ARTICLE II TERM AND TERMINATION

Section 2.01. Term. This Agreement will become effective on the date the last party executes this Agreement, and will expire on September 30, 2024.

Section 2.02. Renewal Terms. This Agreement will automatically renew on October 1 following the end of the prior term, and continue until September 30 of the following year.

Section 2.03. Termination. A party may terminate this Agreement for convenience by providing 30-days' notice to the other Party. Notwithstanding the foregoing, this Agreement automatically terminates on the County's determination that it will not appoint Consultant as its local health authority pursuant to Section 121.028, Texas Health and Safety Code.

Section 2.04. Return of County Property. Consultant agrees to return to the County any property, documentation, records, or confidential information that is the Property of the County.

ARTICLE III MISCELLANEOUS

Section 3.01. Entire Agreement. This contract, including any exhibits or attachments, contains the entire agreement between the County and the Consultant. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract.

Section 3.02. Amendment and Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement, in writing, duly executed by the Parties. No official, representative, agent, or employee of the Parties has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of each Party.

Section 3.03. Assignment. Neither Party may assign its duties, interests, rights, benefits, and obligations under this Agreement, in whole or in part, without the other party's prior written consent.

Section 3.04. Work Product. Any and all work product, whether in the form of calculations, letters, findings, opinions, or any other documents generated under the terms of this Agreement are the property of Caldwell County, and are to be provided to the County within 30 days of the expiration or termination of this Agreement. Consultant has a right to retain a copy of all documents under this Section for record-keeping purposes.

Section 3.05. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement, and the

Parties will perform their obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms and provisions of this Agreement.

Section 3.06. Other Instruments. The Parties agree that they will execute other and further instruments or any other documents as may become necessary or convenient to effectuate and carry out this Agreement.

Section 3.07. Choice of Law. This contract will be governed and interpreted by the laws of the State of Texas.

Section 3.08. Venue and Jurisdiction. Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 3.09. Mediation. When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023, Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential, unless all Parties agree, in writing, to waive confidentiality. Notwithstanding the foregoing, the Parties acknowledge the County's duty to comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

Section 3.10. Notice. Any addendum to, change or modification of, clarification of, or withdrawal from this Agreement requires written notice to and written approval by the Parties. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the other Party. Any required writing under this Section will be deemed to have been given when personally delivered, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified as follows:

THE COUNTY:

Judge Hoppy Haden
Caldwell County Courthouse
110 S. Main Street, Room 101
Lockhart, Texas 78644

CONSULTANT:

Dr. Charles Laurence
1301 S. Medina Street
Lockhart, Texas 78644

Section 3.11. No Conflict of Interest. Consultant certifies that by entering into this Agreement, no relationship exists between Consultant (including any related entity or individual) and the County (including any department, office, or personnel) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or Consultant's independent performance of consulting services. Consultant agrees to disclose to the County any such conflict of interest should it become known or arise during the term of this Agreement. Notwithstanding any other

provision to the contrary, the County may immediately terminate this agreement if such a conflict of interest arises or exists.

Section 3.12. Review by Counsel. Consultant and the County acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto

Section 3.13. Signatory Warranty. The signatories for the County and the Consultant represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this contract.

Section 3.14. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same instrument.

EXECUTED on this the ____ day of _____, 20 ____.

CALDWELL COUNTY:

CONSULTANT:

Hoppy Haden
Caldwell County Judge

Dr. Charles Laurence

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Appointment/Reappointment

Subject: To appoint Dr. Charles Laurence as the local health authority for Caldwell County, Texas, for a term of 2 years, effective March 25, 2024.

Costs: N/A

Agenda Speakers: Judge Haden

Backup Materials: None

Total # of Pages: 0

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Purchase Order/Requisition

Subject: To approve the designation of 9 county assets as salvage or surplus property for disposal or auction.

Costs: \$0.00

Agenda Speakers: Judge Haden/Carolyn Caro

Backup Materials: Attached

Total # of Pages: 1

Asset ID	Department	Year	Make	Model	VIN #	License
1863	Non-Departmental	2007	DODGE	CHARGER	2B3KA43G37H771422	1263147
1866	Constable 3	2007	DODGE	CHARGER	2B3KA43G17H771421	
1784	Jail Transport	2005	FORD	E350 VAN	1FBSS31L35HA75463	1285521
1801	Jail Commissary	2006	FORD	FREESTAR	2FMZA51666BA47010	1263177
2861	Non-Departmental	2005	FORD	CROWN VICTORIA	2FAFP71W65X139582	1110416
3203	Sheriff Pool	2014	FORD	EXPLORER INTERCEPTOR	1FM5K8AR9EGB37961	1176250
3204	Sheriff Court	2014	FORD	EXPLORER INTERCEPTOR	1FM5K8AR9EGB37962	1176253
3256	Non-Departmental	2008	FORD	CROWN VICTORIA	2FAFP71V08X143087	1116267
3788	Jail Transport	2016	FORD	EXPLORER INTERCEPTOR	1FM5K8AR1GGC15167	1285589

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Contract/ILA

Subject: To approve the agreed cancellation of a competitive bid award to Vulcan Materials for TXDOT Grade 4 aggregate.

Costs: \$0.00

Agenda Speakers: Judge Haden/Donald Leclerc

Backup Materials: None

Total # of Pages: 0

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Contract/ILA

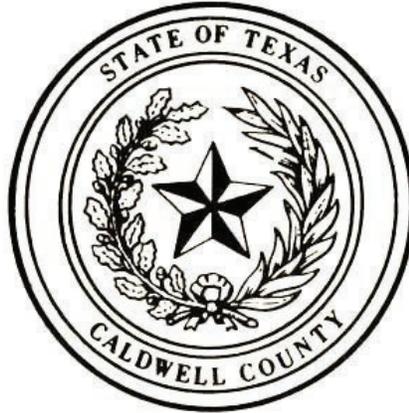
Subject: To approve final draft and solicitation of RFB 24CCP01B for Aggregate Grade 4 (3/8").

Costs: \$0.00

Agenda Speakers: Judge Haden/Carolyn Caro

Backup Materials: Attached

Total # of Pages: 28



Caldwell County
REQUEST FOR BIDS

Bid Reference Number: RFB 24CCP01B

Project Title: Aggregate Grade 4 (3/8")

Bid Closing Date: 2 :00 P.M. (CST), April 2, 2024

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Caldwell County

Request for Bids

1. Introduction

- A. Project Overview: Caldwell County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:
- i. RFB Clarifications: All questions related to requirements, processes, or scope of work for this RFB should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs, or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Caldwell County website (<http://www.co.caldwell.tx.us/page/caldwell.BidRequests>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Energy Company Boycotts (TEXAS SB13)
If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

H. Firearm Entities And Trade Associations Discrimination (TEXASSB19)

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid.

County of Caldwell ("County"): The County of Caldwell, Texas.

Caldwell County Purchasing Office: The Caldwell County Purchasing Office is located at 405 E. Market St, Lockhart, TX 78644. PH: (512) 359-4685; Fax: (512) 398-1829.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Caldwell County Purchasing Agent is Carolyn Caro:

Phone: (512) 359-4685

E-Mail: carolyn.caro@co.caldwell.tx.us

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the County's jurisdiction, for purposes of inspection, reproduction, and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all County of Caldwell (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Bid, the bidder agrees to provide the County of Caldwell with the specified

goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.

- F. Legal Compliance: Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations, and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations, and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid: The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement, or provisions of service.
- H. Estimated Quantities: This solicitation calls for unit pricing and Caldwell County has guaranteed quantities of these items that will be purchased during the contract period. Quantities represent the County's best estimate, based on the previous year's demand for products.
- I. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Caldwell County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids: The County desires to receive competitive Bids but will declare any Bids "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: The unit prices on a bid sheet that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids: In the event two or more identical Bids are received, and are lowest, responsible and

responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).

- Q. Withdrawal of Bids: Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidder: The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. Outstanding Liabilities: Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results: The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Caldwell County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Caldwell County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid: The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendments

- A. RFB Withdrawal: The County reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments: The County reserves the right to amend any aspect of this RFB by formal written Addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have

registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidders shall submit one (1) original paper copy of the submitted bid. This submittal packet shall be submitted in a sealed envelope with a copy of Appendix A and a completed Bid Sheet (pages 9-14), a completed, signed and executed copy of Appendix B (pages 15-21), a completed, signed and executed copy of Appendix C (page 22), a completed, signed and executed copy of Appendix E (page 27) and a completed, signed and executed copy of Appendix G (page 32-33).
- B. Submittal Deadline: The deadline for submittal of Bids is 2:00PM (CST) April 2, 2024. It is the Bidder's responsibility to have the Bid correctly marked and hard copies delivered to the Caldwell County Purchasing Office. No extensions will be granted, and **no late Bids will be accepted.**
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded in the Caldwell County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid: Any submitted Bid may be withdrawn, or a revised Bid substituted if a written notice is submitted to the Caldwell County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended, or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format: All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed or hand delivered to Caldwell County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code and with the County's purchasing policy. All bids should be based on unit pricing (Cost of requested item). Caldwell County will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Caldwell County in this RFB to include insurance requirements and Caldwell County may consider: 1) price: 2) the offeror's experience and reputation: 3) the quality of the offeror's goods and/or services: 4) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses: 5) the offeror's safety record: 6) the offeror's proposed personnel: 7) whether the offeror's financial capability is appropriate to the size and scope of the project. The selected bidder must NOT be debarred from any federal and/or state agency and Caldwell County will conduct a review of the bidder's status on SAM.Gov. The Caldwell County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**

- B. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, County alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the County, such that the bid may be considered for award.
- C. Ambiguity: Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Firm Prices: Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the County may mutually agree to extend the firm price period.
- F. Additional Information: County may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.
- G. Debarment: The selected Bidder must **NOT** be debarred from any federal and/or state agency. The Caldwell County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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Appendix A – Scope of Services

1. **Project Title:** Aggregate Grade 4 (3/8")

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Caldwell County Purchasing Agent, Carolyn Caro through e-mail at carolyn.caro@co.caldwell.tx.us.

3. **Bid Evaluation Factors:**

Bid Price	Factor
UNIT Price	Cost to provide the specific item requested

4. **Key Events Schedule:**

Bid Release Date	March 12, 2024
Deadline for Submittal of Written Questions	5PM, March 26, 2024
Sealed Bids Due to and Opened by County	2PM, April 2, 2024
Anticipated Award Date	April 9, 2024

5. **Scope of Services:**

Caldwell County is requesting bids for an estimated 7,500 tons of Aggregate Grade 4 (3/8") material that is used by the Caldwell County Unit Road Department. Materials are either hauled to one of the four Caldwell County Unit Road yards or to a project site along one of hundreds of roads throughout Caldwell County. Caldwell County would like to receive a flat-rate bid for the hauling of any purchased materials to any designated location requested by the Unit Road Department. The following bid sheet asks for a price to haul material from the producer to any in-county location designated by the Unit Road Department (Price per ton). It also requires you to specify the delivery time in consecutive calendar days from ordering to delivery.

6. **Economic Adjustment:**

Requests for a contract pricing adjustment for fuel or diesel may only be made according to OPIS averages. Pricing must remain firm for the first three months (90 days) of the initial contract, and for three months (90 days) after any agreed pricing adjustment. After a period of firm pricing expires, the vendor may submit a request for a contract pricing adjustment. The vendor's request must be in the form of a certified statement or affidavit detailing the price adjustment. If the adjustment is approved, the effective date for the new pricing will be the date the amended documentation is signed by both the county and the vendor. If no agreement can be reached regarding the price adjustment, the County has the right to terminate this agreement and seek out other sources. If either party decides to cancel the contract rather than agree to the pricing adjustment, a (30) day written notice must be provided.

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RFB 24CCP01B
Aggregate Grade 4 (3/8")
Bid Sheet

AWARDED CONTRACTS WILL BE VALID FROM APRIL 9, 2024 THROUGH SEPTEMBER 30, 2024

Delivery Location	TXDOT Item # 302 – Aggregate for Surface Treatment or Alternative Specifications		EST Delivery (Days)
	TXDOT Item #: 302 Grade 4	Alternative TXDOT Item #: 302 Grade 4	
<u>Plant</u>	\$ _____ Per Ton	\$ _____ Per Ton	
<u>Flat-Rate County-wide Delivery</u>	\$ _____ Per Ton	\$ _____ Per Ton	

Material should be delivered within the above bid delivery period.

"LIST YOUR PRODUCT/ITEM NAME OR NUMBER (s)" - Caldwell County will use your Product or Item name or number to match items listed on invoices to the contracted price on the submitted bid sheet. (Example: Your company sells crushed limestone base and you supply a price of \$10 per ton, but your invoice says "product #123 - quantity of 24 tons - \$10 per ton - Total Price is \$240.00).

List the physical address (Street number, Street, City/Town, State and Zip Code) of the "PLANT" where materials can be picked up from:

Street:

City/Town:

State:

Zip Code:

****If there are multiple addresses, please list which material can be picked up at each location****

Potential Delivery Addresses for Caldwell County Unit Road Yards:

County Pit	Dale Yard	Fentress Yard	Luling Yard
6550 Seawillow Rd	49 Civic Drive	9179 San Marcos Hwy	423 San Marcos Hwy
Lockhart, TX 78644	Dale , TX 78616	Fentress, TX 78622	Luling, TX 78648

The undersigned hereby submits its sealed bid for RFB 24CCP01B – Aggregate Grade 4 (3/8”). The bidder understands and agrees that it is bound by all terms and conditions present in this RFB packet, including cover sheets, bid specifications, and bidsheet.

Signature (with legal authority to bind the bidder)

Date:

Print Name

Title

Appendix B – Bid (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from May 9, 2024 through September 30, 2024.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Bidders List registration number: _____
- 2) Prime contractor HUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: _____
- 4) An individual Bidder acting as a sole proprietor must also enter the Bidder’s Social Security Number:
_____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Bidders must provide the County with a current W-9 before any goods or services can be procured from the Bidder.
- B. Governing Law and Venue: All Bids submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids or any resulting contract shall be brought before an appropriate court located in Caldwell County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
- D. Delivery: The successful Bidder will be required to deliver ordered materials within the delivery period specified in its bid, and acknowledges that, with respect to delivery, time is of the essence. If the successful Bidder cannot meet its bid delivery date for a Purchase Order, the successful Bidder will promptly notify the County and propose a revised delivery date for said Purchase Order. The County may, at its option, (i) accept

the revised delivery date for the Purchase Order; or (ii) purchase substitute goods from another retailer. If the County exercises its option to purchase substitute materials, the successful Bidder agrees to reimburse the County for any actual costs to acquire substitute materials in excess of the successful Bidder's bid price.

A "delivery" clause will be added to the selected Bidder's contract with County.

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

A "Termination for Cause" clause will be added to the selected Bidder's contract with Caldwell County.

- F. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Bidder's contract with Caldwell County.

- G. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Caldwell County.

- H. Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must

be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- J. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- K. Affirmative Action/EOE: Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Caldwell County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity

clause 1n each of its nonexempt subcontracts.

- L. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Caldwell County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the Caldwell County Purchasing Department for approval and processing for payment. Caldwell County will pay based on percentage of completion at the time of pay application submission pending verification from the Caldwell County Unit Road Department. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees and charges needed to complete this work. Caldwell County will NOT pay any fees to the vendor other than the agreed upon bid price.
- M. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- O. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- P. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- Contractor shall submit proof to Caldwell County that said contractor has the ability to meet all insurance requirements listed above.
- Q. Indemnification: Bidder agrees to defend, indemnify and hold harmless the County of Caldwell, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in

the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR BIDS:

Authorized Signatory for Contractor:

Name of Company:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named- above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Caldwell County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: To approve a permit for the development of Westwood Park #3, located at 1114 Westwood Road.

Costs: \$0.00

Agenda Speakers: Commissioner Westmoreland

Backup Materials: Attached

Total # of Pages: 10

CONSTRUCTION PLANS FOR WESTWOOD RV PARK

WESTWOOD ROAD, LOCKHART, CALDWELL COUNTY, TEXAS 78644

PROPERTY OWNER: CORY WILLIAM MCMINN
WESTWOOD ROAD
LOCKHART, TX 78644

CIVIL ENGINEER: MIGUEL GONZALES JR., P.E.
16125 OAK GROVE ROAD
BUDA, TEXAS 78610
(512) 744-7780
TBPE FIRM NO. F-15437

FLOODPLAIN: NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR
FLOOD PLAIN AS INDICATED IN THE FEDERAL FLOOD INSURANCE
ADMINISTRATION FIRM PANEL #48055C0250E, DATED JUNE 19, 2012.

LEGAL DESCRIPTION: A001 BERRY, ESTHER, ACRES 27.0
A001 BERRY, ESTHER, ACRES 1.0

NOTES:

1. BY THE ACT OF SUBMITTING A BID FOR THE PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER, AND ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS HE INTENDS TO USE HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS AND SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS AND HAVE FOUND THEM COMPLETE AND FREE FROM ANY AMBIGUITIES AND SUFFICIENT FOR THE PURPOSE INTENDED. THE BIDDER FURTHER WARRANTS THAT TO THE BEST OF HIS OR HIS SUBCONTRACTORS AND MATERIAL SUPPLIERS KNOWLEDGE ALL MATERIALS AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAS BEEN BASED UPON RECORD INFORMATION ONLY AND MAY NOT MATCH LOCATIONS AS CONSTRUCTED. THE CONTRACTOR SHALL CONTACT THE TEXAS AREA "ONE CALL" SYSTEM @ 811 OR 1-800-545-6005, OR THE OWNER OF EACH INDIVIDUAL UTILITY, FOR ASSISTANCE IN DETERMINING EXISTING UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITY CROSSING PRIOR TO BEGINNING CONSTRUCTION.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA.
4. CONTRACTOR SHALL RESTORE ALL SIGNS AND PAVEMENT MARKINGS TO EXISTING CONDITIONS FOLLOWING THE COMPLETION OF EACH PHASE OF CONSTRUCTION. CONTRACTORS SHALL REFER TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) FOR SIGN AND MARKING DIMENSIONS AND COLORS.
5. THE USE OF COAL-TAR BASED SEALANTS FOR THE CONSTRUCTION OR REPAIR OF ASPHALTIC CONCRETE PAVING ON THE PROPERTY IS PROHIBITED.
6. ALL CONSTRUCTION HEREIN SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF BASTROP STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED. NO SEPARATE SPECIFICATIONS WILL BE PROVIDED.



LOCATION MAP

N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	SURVEY SHEET
3	EROSION & SEDIMENTATION CONTROLS
4	EXISTING DRAINAGE AREA MAP
5	PROPOSED DRAINAGE AREA MAP
6	SITE AND DIMENSION CONTROL PLAN
7	GRADING PLAN
8	DETENTION POND
9	UTILITY PLAN
10	DETAILS SHEET

REVISIONS / CORRECTIONS							
NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET	NET CHANGE IMP. COVER (SQ. FT.)	TOTAL SITE IMP. COVER (SQ. FT.) / [%]	CITY OF AUSTIN APPROVAL - DATE	DATE IMAGED

REVISIONS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIGUEL GONZALES, JR., P.E. # 95681 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



COMPANY: MIGUEL GONZALES JR.
PH: 512-744-7780
E: MCONJR2@YAHOO.COM
TBPE FIRM No. F-15437

WESTWOOD RV PARK SITE PLAN
WESTWOOD ROAD
LOCKHART, CALDWELL COUNTY, TEXAS 78644
COVER SHEET



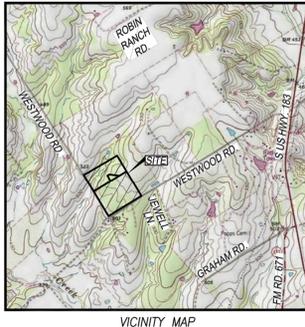
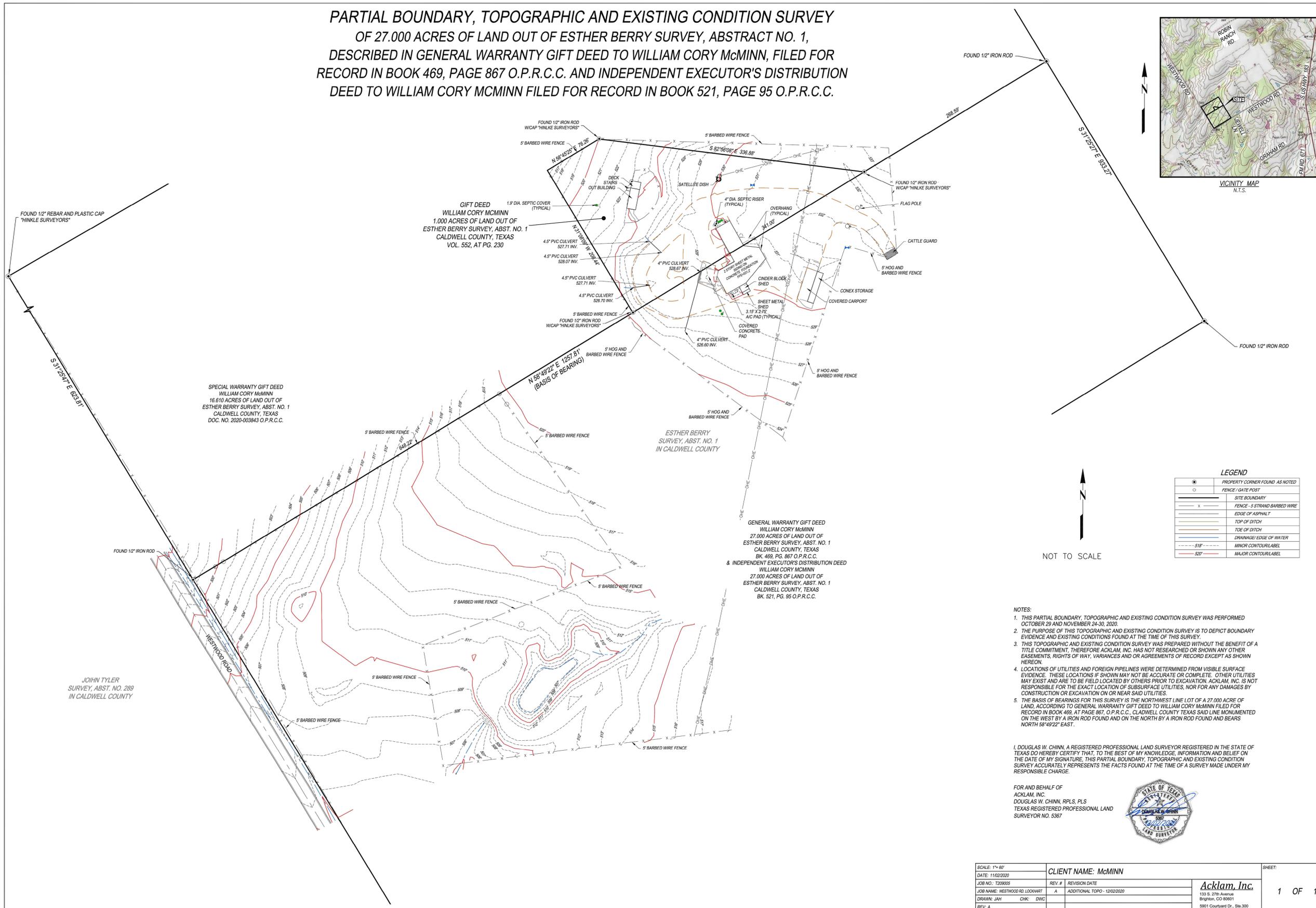
TEXAS ONE CALL SYSTEM
1-800-245-4545
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF AUSTIN MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

CAUTION - ELECTRICITY PRESENT
THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARM'S WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

PROJECT No.
DESIGN
DRAWN
CAD FILE
SHEET
1 of 10

**PARTIAL BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION SURVEY
OF 27.000 ACRES OF LAND OUT OF ESTHER BERRY SURVEY, ABSTRACT NO. 1,
DESCRIBED IN GENERAL WARRANTY GIFT DEED TO WILLIAM CORY McMINN, FILED FOR
RECORD IN BOOK 469, PAGE 867 O.P.R.C.C. AND INDEPENDENT EXECUTOR'S DISTRIBUTION
DEED TO WILLIAM CORY MCMINN FILED FOR RECORD IN BOOK 521, PAGE 95 O.P.R.C.C.**



LEGEND

●	PROPERTY CORNER FOUND AS NOTED
○	FENCE / GATE POST
---	SITE BOUNDARY
x	FENCE - 5 STRAND BARBED WIRE
---	EDGE OF ASPHALT
---	TOP OF DITCH
---	TOE OF DITCH
---	DRAINAGE/EDGE OF WATER
---	515' MINOR CONTOUR LABEL
---	520' MAJOR CONTOUR LABEL

- NOTES:**
1. THIS PARTIAL BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION SURVEY WAS PERFORMED OCTOBER 29 AND NOVEMBER 24-30, 2020.
 2. THE PURPOSE OF THIS TOPOGRAPHIC AND EXISTING CONDITION SURVEY IS TO DEPICT BOUNDARY EVIDENCE AND EXISTING CONDITIONS FOUND AT THE TIME OF THIS SURVEY.
 3. THIS TOPOGRAPHIC AND EXISTING CONDITION SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
 4. LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION. ACKLAM, INC. IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
 5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHWEST LINE LOT OF A 27.000 ACRE OF LAND, ACCORDING TO GENERAL WARRANTY GIFT DEED TO WILLIAM CORY McMINN FILED FOR RECORD IN BOOK 469, AT PAGE 867, O.P.R.C.C., CALDWELL COUNTY TEXAS SAID LINE MONUMENTED ON THE WEST BY A IRON ROD FOUND AND ON THE NORTH BY A IRON ROD FOUND AND BEARS NORTH 58°49'22" EAST.

I, DOUGLAS W. CHINN, A REGISTERED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ON THE DATE OF MY SIGNATURE, THIS PARTIAL BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION SURVEY ACCURATELY REPRESENTS THE FACTS FOUND AT THE TIME OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE.

FOR AND BEHALF OF
ACKLAM, INC.
DOUGLAS W. CHINN, RPLS, PLS
TEXAS REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5367



SCALE: 1"=80'	CLIENT NAME: McMINN	SHEET:
DATE: 11/02/2020	REV. # REVISION DATE	1 OF 1
JOB NO.: T209005	A ADDITIONAL TOPO - 12/02/2020	
DRAWN: JAH	CHK: DMC	
REV: A		
APP: NO		

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
5901 Courtyard Dr., Ste 300
Austin, TX 78748
Texas Firm #184171

FILE: F:\AUSTIN\2025\2025\01\HENS\209005-WESTWOOD RD.-LOCKHART\TOPO\DRAWINGS\209005-WESTWOOD RD.-TOPO SURVEY REV 1.DWG PLOTTED: Dec 03, 2020 8:28am

SPECIAL WARRANTY GIFT DEED
WILLIAM CORY McMINN
16.610 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
DOC. NO. 2020-003843 O.P.R.C.C.

GIFT DEED
WILLIAM CORY McMINN
1.000 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
VOL. 552, AT PG. 230

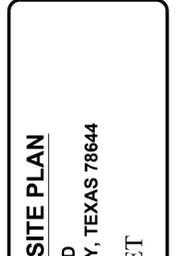
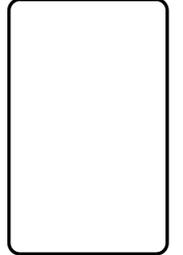
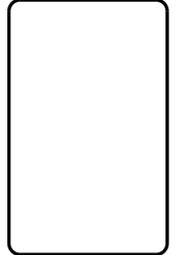
ESTHER BERRY
SURVEY, ABST. NO. 1
IN CALDWELL COUNTY

GENERAL WARRANTY GIFT DEED
WILLIAM CORY McMINN
27.000 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
BK. 469, PG. 867 O.P.R.C.C.
& INDEPENDENT EXECUTOR'S DISTRIBUTION DEED
WILLIAM CORY McMINN
27.000 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
BK. 521, PG. 95 O.P.R.C.C.

JOHN TYLER
SURVEY, ABST. NO. 289
IN CALDWELL COUNTY

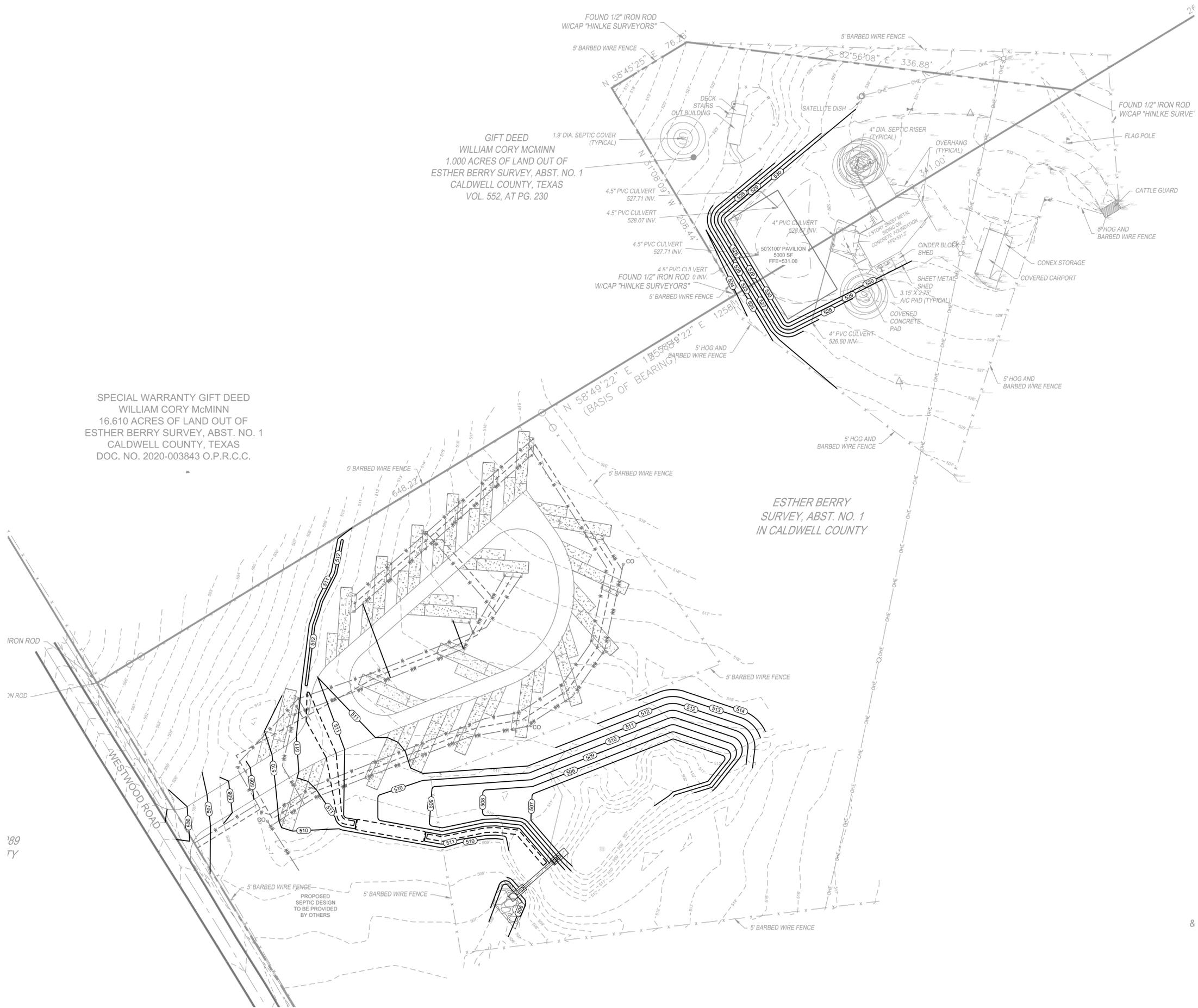
REVISIONS

NO.	DATE	DESCRIPTION



WESTWOOD RV PARK SITE PLAN
WESTWOOD ROAD
LOCKHART, CALDWELL COUNTY, TEXAS 78644
SURVEY SHEET

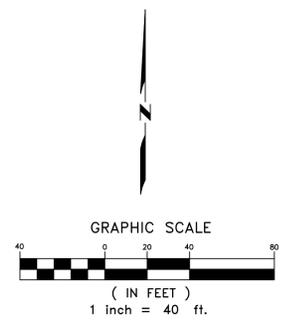
PROJECT No.
DESIGN
DRAWN
CAD FILE



GIFT DEED
WILLIAM CORY McMINN
1.000 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
VOL. 552, AT PG. 230

SPECIAL WARRANTY GIFT DEED
WILLIAM CORY McMINN
16.610 ACRES OF LAND OUT OF
ESTHER BERRY SURVEY, ABST. NO. 1
CALDWELL COUNTY, TEXAS
DOC. NO. 2020-003843 O.P.R.C.C.

ESTHER BERRY
SURVEY, ABST. NO. 1
IN CALDWELL COUNTY



LEGEND	
	PROPERTY LINE
	PROPERTY LINE (ADJACENT)
	EXISTING EASEMENT
	EXISTING ELECTRICAL
	EXISTING UNDERGROUND ELEC.
	EXISTING OVERHEAD ELEC.
	EXISTING GAS
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EXISTING TREE (TO REMAIN)
	EXISTING TREE (REMOVAL)
	PROPOSED CURB & GUTTER (UNLESS OTHERWISE NOTED ON SITE OR GRADING PLAN)
	PROPOSED SIDEWALK
	PROPOSED CONTOURS
	PROPOSED SPOT GRADES
	EXISTING SPOT GRADES

ABBREVIATIONS	
TC = TOP OF CURB	T/W = TOP OF WALL
EOP = EDGE OF PAVEMENT	ME = MATCH EXISTING
FL = FLOW LINE	HP = HIGH POINT
LP = LOW POINT	EG = EXISTING GRADE

PROPOSED UTILITIES:	EXISTING UTILITIES:

REVISIONS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIGUEL GONZALES, JR., P.E. # 95681 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



COMPANY: MIGUEL GONZALES JR.
PH: 512-744-7780
E: MCONJR2@YAHOO.COM
TBE FIRM No. F-15437

WESTWOOD RV PARK SITE PLAN
WESTWOOD ROAD
LOCKHART, CALDWELL COUNTY, TEXAS 78644
GRADING PLAN



TEXAS ONE CALL SYSTEM
1-800-245-4545
UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF AUSTIN MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

CAUTION - ELECTRICITY PRESENT
THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES. ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARM'S WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

PROJECT No.
DESIGN
DRAWN
CAD FILE

SHEET
7 OF 10

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Final Plat for Clayton Addition consisting of 7 residential lots on approximately 13.177 acres located on Callihan Road and Bugtussle Lane.

Costs: \$0.00

Agenda Speakers: Commissioner Horne/Kasi Miles

Backup Materials: Attached

Total # of Pages: 19



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

February 28, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Clatyon Additon Final Plat
Project No. 1911-321-02

Dear Ms. Miles,

Doucet has completed our review of the final plat application for Clayton Addition, a 7 lot subdivision of a +/- 13.17-acres located Bugtussle Lane and Callihan Road. The subdivision will be served by OSSF and Maxwell Water Corporation.

The final plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

Caldwell County Development Application



Date Submitted

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Robert Plant
 1115 Callihan Rd
 Luling, TX 78648

texastwister6668@yahoo.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Dodson Civil Group
 Andrew Dodson, PE
 361 Middle Creek
 Buda, TX 78610

512-748-3253
 dodsoncivil@gmail.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Dodson Civil Group
Andrew Dodson, PE
361 Middle Creek
Buda, TX 78610
512-748-3253
dodsoncivil@gmail.com

4. Consultants (*If applicable)

Dodson Civil, Ash & Associates

Licensed Professional Engineer*:

Andrew Dodson, PE
Dodson Civil Group

Registered Professional Land Surveyor*:

Ash & Associates
142 Jackson Lane
San Marcos, TX 78666
512-392-1719
justin@ashandassociates.net

Registered Sanitarian*:

Geoscientists*:

Application Questionnaire

Property Address (or approximate location)

1115 Callihan Rd, Luling, TX

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

13.7 acres Nancy Reaville Survey, Abstract 248 recorded in Vol 570 Pg 153

Parcel Tax ID Number

Caldwell County Precinct Number

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

Located in City ETJ:

- Yes, City Name: _____
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: Maxwell WSC

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
- Advanced On-Site Sewage Facility
- Sewer Provider: _____

Project Description

Proposed preliminary plat creating 7 lots

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

CH Callihan

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

13.177

Total Proposed Residential Lots

7

Total Proposed Commercial Lots

0

Type of Construction

Water taps only

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: _____ Phone Number: _____

Applicant Name: _____ Phone Number: _____

Owner Email: _____

Owner Signature: _____

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

CH Callahan

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

13.177

Total Proposed Residential Lots

8

Total Proposed Commercial Lots

0

Type of Construction

water services only

Has Appropriate Application Checklist been attached?

- Yes
- No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

- Owner Name: ROBERT PLANT Phone Number: 512-667-4453
- Applicant Name: Andrew Dodson, PE Phone Number: 512-748-3253
- Owner Email: TEXASTWISTER6668@yahoo.com
- Owner Signature:

04/28/23

32-61/1110 1075

CHAD COTTON
7601 ALMOND CV
AUSTIN, TX 78750-8160

CHASE PRIVATE CLIENT

DATE 3/4/24

PAY TO THE ORDER OF Caldwell County \$ 1800.00
Eighteen hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.
#1911-321-02

MEMO Final Plat Fee / Clayton Addition

[Signature]

Security Features include: Details on Back.

CALDWELL COUNTY SANITATION DEPT.
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

09857
DATE 3-4-24

RECEIVED FROM Chad Cotton \$ 1,800.00

FOR Final Plat Fees for Clayton Addition

AMOUNT OF ACCOUNT: []
THIS PAYMENT: 1,800.00
BALANCE DUE: 0

CASH
 CHECK
 CREDIT CARD BY: Kasey Miles
 MONEY ORDER

Thank You

32-87/1110 1041

CHAD COTTON
7601 ALMOND CV
AUSTIN, TX 78750-8160

CHASE PRIVATE CLIENT

DATE 1/4/24

PAY TO THE ORDER OF Caldwell County \$ 1800⁰⁰

Eighteen hundred and 00/100 DOLLARS

JPMorgan Chase Bank, N.A.

Prebm. Taxake #1911-321-01

MEMO Am: CH Callihan Addition/Callihan Ranch

[Redacted] *[Redacted]*

[Signature]

CALDWELL COUNTY SANITATION DEPT.
1700 FM 2720
LOCKHART TEXAS 78644
(512) 398 1803

09774
DATE 1-4-23

RECEIVED FROM Chad Cotton \$ 1,800.00

FOR One thousand eight hundred dolbs + no tax
pre plat fees for Callihan Ranch

AMOUNT OF ACCOUNT		<input type="checkbox"/>	CASH
THIS PAYMENT	<u>1,800.00</u>	<input checked="" type="checkbox"/>	CHECK
BALANCE DUE	<u>0</u>	<input type="checkbox"/>	CREDIT CARD
		<input type="checkbox"/>	MONEY ORD

BY Kasi L Miles **Thank You**



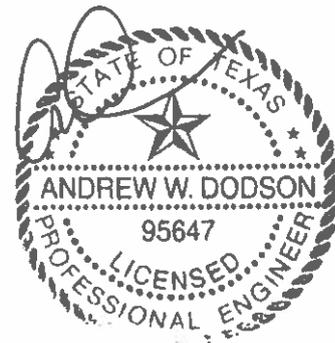
Preliminary Plat

CH Callihan

OSSF FACILITY

PLANNING REPORT

BALDWELL COUNTY, TEXAS



5-25-23



Wastewater Facility Report

Overview: This report will cover site specific information to assist the owner/developer with onsite septic facility planning. It will look at soil conditions anticipated flows, and OSSF options for this specific site.

Site Vegetation: The site is currently mostly covered with open grassland and some small tree canopies.

Site Soil Conditions: The site is comprised of Crocket Sandy Loam and Crocket soils. The soils are consistent with the region. They fall into Hydrologic Soil Group D.

Site Drainage: The site drains from the southwest to the northeast along the rear property line and flows through an existing stock tank. There is a very small area of flood plain on the rear of the property, it does not affect any building areas.

Wastewater Flows: Anticipated flows will be typical residential volumes. For a standard 3-bedroom home, 225 gallons per day should be used in sizing the system. Due to the soil constraints, spray systems are recommended for this development.

System Types & Location: Standard required setbacks should be followed when designing and laying out the system. The tank portion will need to be downstream of the building areas. The disposal systems cannot be traditional ET systems, but advanced spray systems can be placed anywhere onsite that meet setback requirements. The use of low-pressure spray systems is recommended over LPD, due to natural soil conditions. Utilizing a LPD system would require better soils to be brought in to construct the disposal beds and spray systems would be limited to residential developments only.



Attachments:

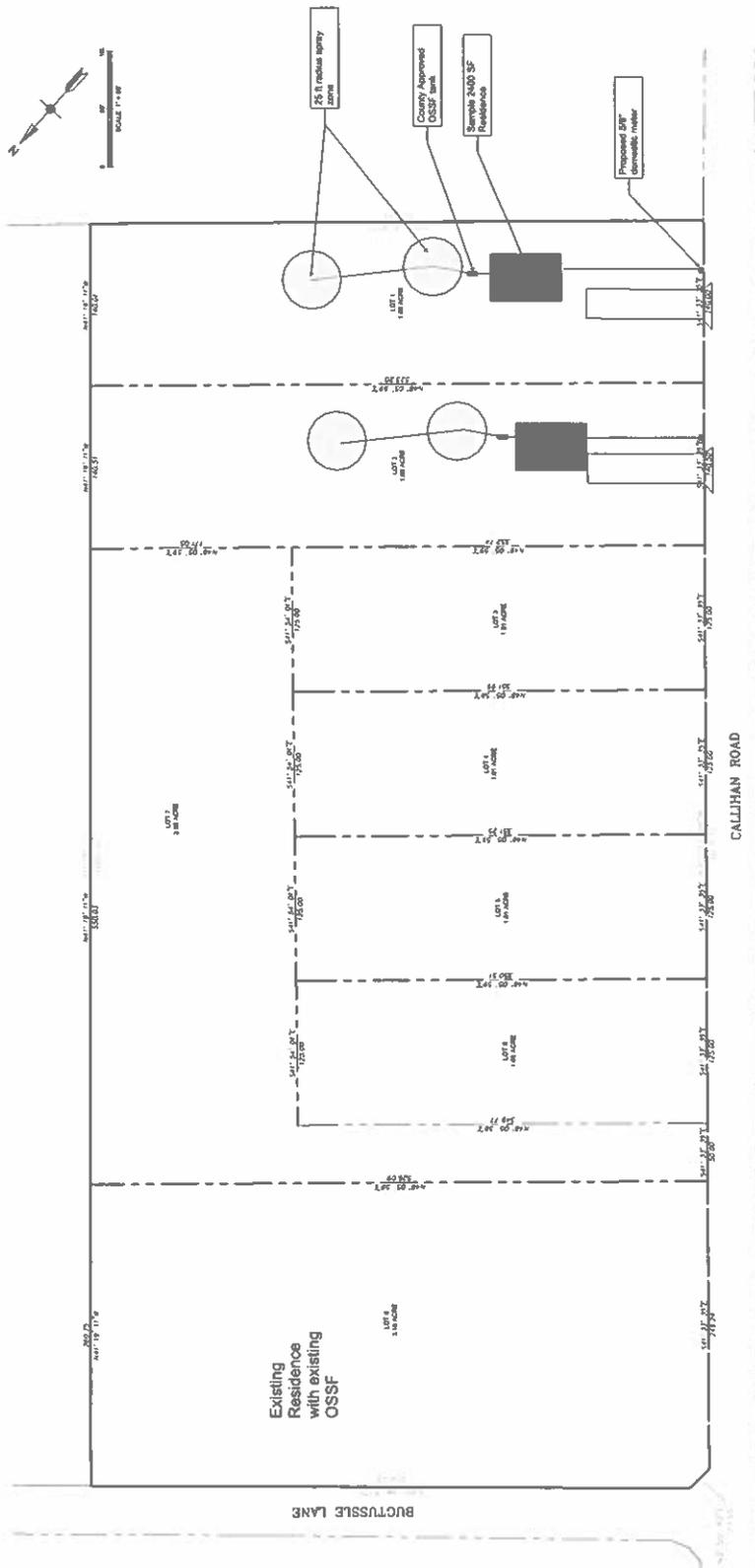
1. Proposed subdivision
2. Typical OSSF site plan
3. NRCS Soil Map
4. NRCS Soil Rating
5. Onsite drainage/topographic map
6. FEMA FIRM Panel

Thank you for your review of this report. Should you have further questions, please feel free to contact me directly at 512-748-3253 or via email dodsoncivil@gmail.com

Sincerely,

Andrew Dodson

Andrew Dodson, PE
Dodson Civil Group, LLC



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: May 28, 2009

Grantor: Fermin T. Islas and Mary A. Islas, husband and wife

Grantor's Mailing Address:

Fermin T. Islas and Mary A. Islas
P. O. Box 1125
Lockhart, TX 78644
Caldwell County

Grantee: Robert Lee Plant and Tamara A. Plant, husband and wife

Grantee's Mailing Address:

Robert Lee Plant and Tamara A. Plant
1115 Callihan Road
Lockhart, TX 78644
Caldwell County

Consideration:

Cash and a wraparound note ("Wraparound Lien Debt") of even date in the principal amount of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Alan C. Fielder, trustee (collectively, the "Wraparound Lien").

Property (including any improvements):

BEING 13.177 acres of land, more or less, Nancy Reaville Survey, A-248, Caldwell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Delma McWilliams, et al to Joe B. Smith dated December 13, 1973 and recorded in Volume 244 at Page 244 of the Deed Records of Caldwell County, Texas.
2. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Earl McWilliams, et al to Joe B. Smith dated February 5, 1974 and recorded in Volume 361 at Page 247 of the Deed Records of Caldwell County, Texas.
3. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Alta Hageman, et al to Joe B. Smith dated February 13, 1973 and recorded in Volume 361 at Page 250 of the Deed Records of Caldwell County, Texas.
4. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Jonell Bluhm to Joe B. Smith dated February 13, 1973 and

recorded in Volume 361 at Page 254 of the Deed Records of Caldwell County, Texas.

- 5. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from H. B. Allen Estate to Joe B. Smith dated January 14, 1974 and recorded in Volume 361 at Page 257 of the Deed Records of Caldwell County, Texas.
- 6. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Archie A. Roberts, et ux to The Veterans Land Board of the State of Texas dated January 26, 1982 and recorded in Volume 438 at Page 639 of the Deed Records of Caldwell County, Texas.
- 7. Easement from Archie A. Roberts, et ux to Maxwell Water Supply Corporation dated October 11, 1977, recorded in Volume 392 at Page 7 of the Deed Records of Caldwell County, Texas.

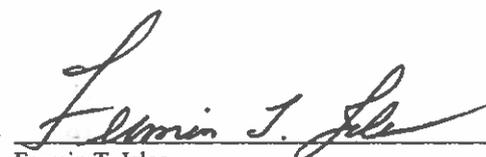
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Volume 403, Page 863 of the real property records of Caldwell County, Texas, to Gary Brown, trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) payable to First Lockhart National Bank. Grantee in this deed does not assume payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

When the context requires, singular nouns and pronouns include the plural.



 Fermin T. Islas

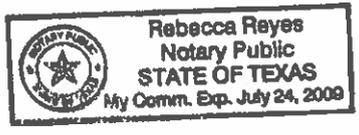


 Mary, A. Islas

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on May 28, 2009, by Fermin T. Islas.

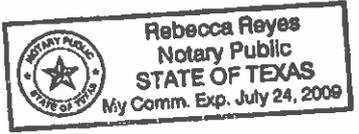


Rebecca Reyes
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on May 28, 2009, by Mary A. Islas.



Rebecca Reyes
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

Alan C. Fielder, Attorney at Law
119 S. Main St.
Lockhart, TX 78644
Tel: (512) 398-2338
Fax: (512) 398-7327

AFTER RECORDING RETURN TO:

Flowers-McDowell Abstract Co.
119 S. Main St.
Lockhart, TX 78644



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the Nancy Reaville Survey A--248 and being all of a tract of land called 13.16 acres and conveyed to Bruce W. Zachary et ux by deed recorded in Volume 140 Page 18 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found used for basis of bearing in the North corner of the above mentioned 13.16 acre tract and in the SE line of County Road #115 (a.k.a. Bugtussle Lane) and in the West corner of a tract of land called 10.00 acres and conveyed to Frank J. Wilt by deed recorded in Volume 203 Page 489 of the said Official Records and further described in Volume 502 Page 243 of the Deed Records of Caldwell County, Texas for the North corner this tract.

THENCE S 39 degrees 35 minutes 30 seconds E with the NE line of the said 13.16 acre tract and the SW line of the said Wilt tract 1091.30 feet to a 5/8" iron pin found used for basis of bearing in the South corner of the said Wilt tract and the East corner of the said 13.16 acre tract and in the apparent NW line of a tract of land called 100 acres and conveyed to Clide M. Nails et ux by deed recorded in Volume 188 Page 728 of the said Official Records for the East corner this tract.

THENCE S 49 degrees 49 minutes 41 seconds W with the SE line of the said 13.16 acre tract and the apparent NW line of the above mentioned 100 acre tract 522.61 feet to a 60d nail set in a 8" treated fence post in the occupied South corner of the said 13.16 acre tract and the apparent West corner of the said 100 acre tract and the NE line of County Road #112 (a.k.a. Callihan Road) for the South corner this tract.

THENCE N 39 degrees 49 minutes 53 seconds W with the SW line of the said 13.16 acre tract and the NE line of County Road #112 1079.75 feet to a 60d nail set in a 8" treated fence post in the intersection of the NE line of County Road #112 and the SE line of County Road #115 for the West corner this tract.

THENCE with the NW line of the said 13.16 acre tract and the SE line of County Road #115 for the following two (2) courses:
(1) N 05 degrees 43 minutes 24 seconds E 23.55 feet to a 60d nail set in a 8" treated fence post for an angle point.
(2) N 50 degrees 22 minutes 34 seconds E 510.36 feet to the place of beginning containing 13.177 acres of land more or less.

I do hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground under my direct supervision and completed on June 22, 2004. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Claude Hinkle Surveyors, 2003
P.O. Box 1027 - Lockhart, Texas 78644 - Phone (512) 398-2000 - Fax (512) 398-7683

7 provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

FILED this 28th day of May 2009
10:25 A M
NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By June Page Deputy

MAY 23 2009



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Final Plat for Cool Water Acres consisting of 124 residential lots on approximately 155.951 acres located on Taylorsville Road and FM 86.

Costs: \$0.00

Agenda Speakers: Commissioner Horne/Kasi Miles

Backup Materials: Attached

Total # of Pages: 50



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

February 20, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Cool Water Acres Final Plat
Project No. 1911-183-03

Dear Ms. Miles,

Doucet has completed our review of the final plat application for Cool Water Acres Subdivision, a 124-lot subdivision of a +/- 155.950 acres located at Taylorsville and FM 86. The subdivision will be served by OSSF and water provided by Aqua Corporation.

The final plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

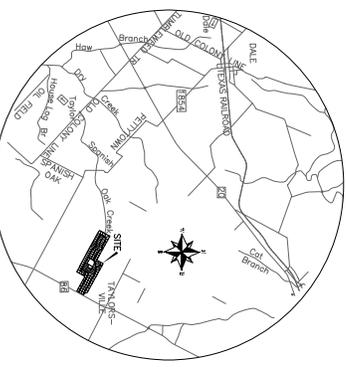
Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

COOL WATER ACRES

155.950 ACRES,
 MORE OR LESS,
 IN THE GEORGE W. JAMES SURVEY,
 ABSTRACT 156,
 CALDWELL COUNTY, TEXAS



LOCATION MAP
 NOT TO SCALE

GENERAL NOTES:

1. THE CONSTRUCTION OF IMPROVEMENTS OF ROADS, UTILITIES, OR OTHER PUBLIC UTILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS.
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11. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS.
12. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS.

NO STRUCTURES SHALL BE PERMITTED WITHIN THE REGULATED BOUNDARIES OF THE PROPERTY UNLESS THEY ARE SPECIFICALLY APPROVED BY THE CALDWELL COUNTY ENGINEER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL IMPROVEMENTS.

DATE: _____

STATE OF TEXAS
 COUNTY OF CALDWELL

COOL WATER ACRES, LLC, being the owner of that certain 155.950 acres in the George W. James Survey, Abstract 156, Caldwell County, Texas, being comprised of the same 155.950 acre tract conveyed to Cool Water Acres, LLC, by deed of conveyance from the State of Texas, as recorded in Public Records of Caldwell County, Texas, Volume 156, Page 156, and as more fully described in the plat shown hereon, subject to any easements and restrictions thereon, do hereby certify that the following is a true and correct copy of the plat shown hereon, subject to any easements and restrictions thereon, as shown hereon.

COOL WATER ACRES
 WITNESSED BY ME AND THE STATE OF TEXAS, this _____ day of _____, 20____.

COOL WATER ACRES, LLC
 SCOTT SEXTON, MANAGER
 STATE OF TEXAS
 COUNTY OF CALDWELL

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

COOL WATER ACRES
 WITNESSED BY ME AND THE STATE OF TEXAS, this _____ day of _____, 20____.

NOTARY PUBLIC
 DATE _____

IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF CALDWELL

COOL WATER ACRES

NOTARY PUBLIC
 DATE _____

IN AND FOR THE STATE OF TEXAS

ENGINEER'S CERTIFICATION
 I, JOSEPH P. CAVALE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO EXAMINE THE PLAT AND RECORDS OF CALDWELL COUNTY, TEXAS, AND TO CERTIFY TO THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. I HAVE EXAMINED THE PLAT AND RECORDS OF CALDWELL COUNTY, TEXAS, AND I CERTIFY THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOSEPH P. CAVALE
 REGISTERED PROFESSIONAL ENGINEER
 ALSTON, TX 78746
 DATE _____

STATE OF TEXAS
 COUNTY OF CALDWELL

COOL WATER ACRES, LLC, being the owner of that certain 155.950 acres in the George W. James Survey, Abstract 156, Caldwell County, Texas, being comprised of the same 155.950 acre tract conveyed to Cool Water Acres, LLC, by deed of conveyance from the State of Texas, as recorded in Public Records of Caldwell County, Texas, Volume 156, Page 156, and as more fully described in the plat shown hereon, subject to any easements and restrictions thereon, do hereby certify that the following is a true and correct copy of the plat shown hereon, subject to any easements and restrictions thereon, as shown hereon.

COOL WATER ACRES
 WITNESSED BY ME AND THE STATE OF TEXAS, this _____ day of _____, 20____.

COOL WATER ACRES, LLC
 SCOTT SEXTON, MANAGER
 STATE OF TEXAS
 COUNTY OF CALDWELL

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

COOL WATER ACRES
 WITNESSED BY ME AND THE STATE OF TEXAS, this _____ day of _____, 20____.

NOTARY PUBLIC
 DATE _____

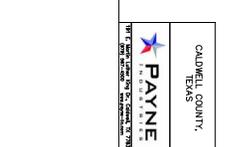
IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF CALDWELL

COOL WATER ACRES

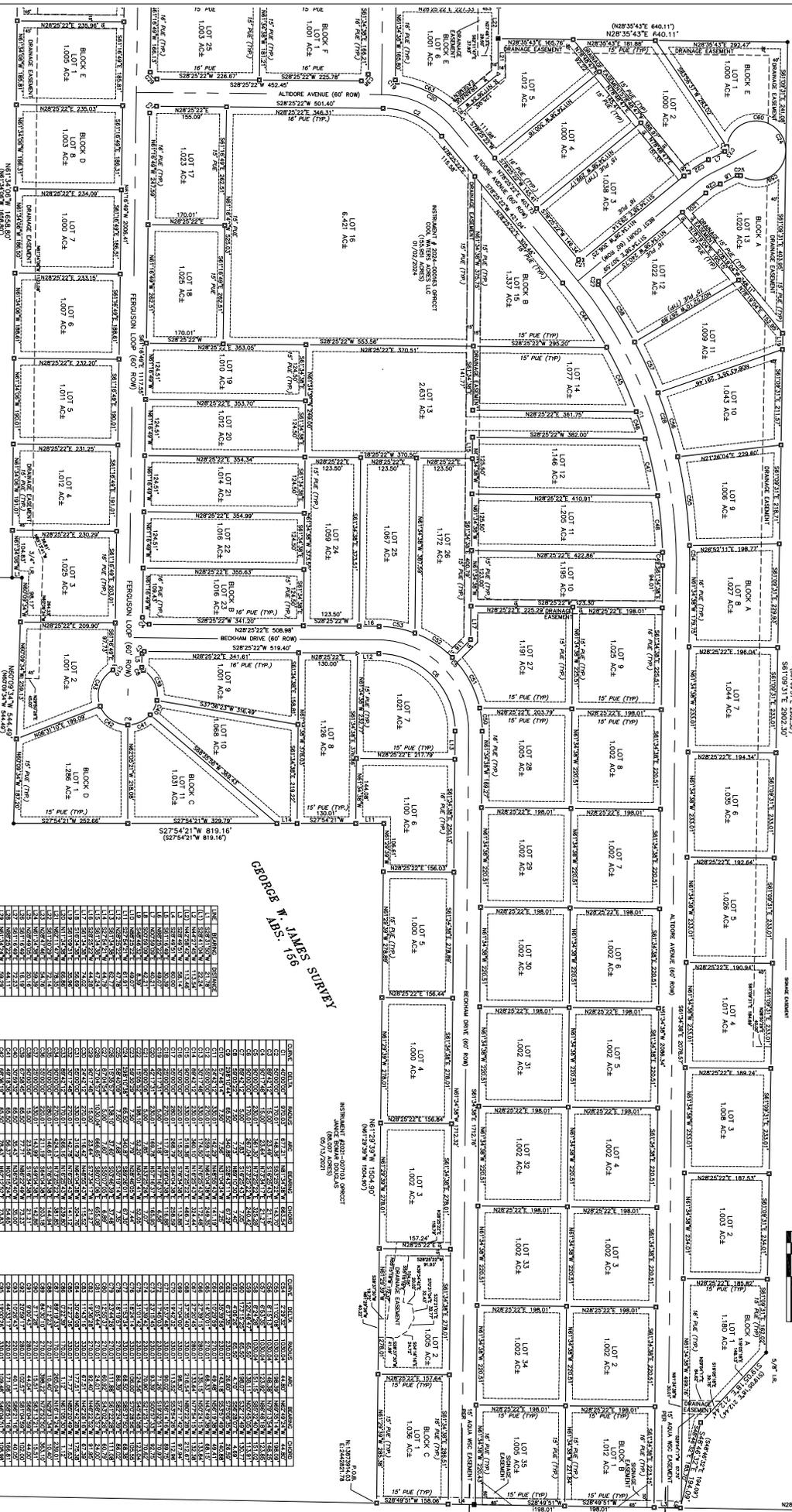
NOTARY PUBLIC
 DATE _____

IN AND FOR THE STATE OF TEXAS



1. ALL LOT CORNER VERTICES ARE REPRESENTED WITH A 1/2" DIA. RED DOT WITH A PLASTER CAR STAMPED "TRIM POINT".
2. EXISTING UTILITIES AND ASBESTOS IN EXISTING AND NEW FOUNDATION INFORMATION.
3. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
4. EXISTING ASBESTOS AND LEAD PAINT ARE LOCATED AS SHOWN ON THE SURVEY. THESE ARE NOT TO BE REMOVED UNLESS SPECIFICALLY NOTED ON THE SURVEY. ALL DIMENSIONS ARE BASED ON THE SURVEY. ALL DIMENSIONS ARE BASED ON THE SURVEY.

INSTRUMENT #2022-02853 SUBJECT
 1/2 ACRES OF LAND
 10/25/2022



COOL WATER ACRES

GEORGE W. JAMES SURVEY
 1/2 ACRES

LOT	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	1.000	136,370	2.82%
2	1.000	136,370	2.82%
3	1.000	136,370	2.82%
4	1.000	136,370	2.82%
5	1.000	136,370	2.82%
6	1.000	136,370	2.82%
7	1.000	136,370	2.82%
8	1.000	136,370	2.82%
9	1.000	136,370	2.82%
10	1.000	136,370	2.82%
11	1.000	136,370	2.82%
12	1.000	136,370	2.82%
13	1.000	136,370	2.82%
14	1.000	136,370	2.82%
15	1.000	136,370	2.82%
16	1.000	136,370	2.82%
17	1.000	136,370	2.82%
18	1.000	136,370	2.82%
19	1.000	136,370	2.82%
20	1.000	136,370	2.82%
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30	1.000	136,370	2.82%
31	1.000	136,370	2.82%
32	1.000	136,370	2.82%
33	1.000	136,370	2.82%
34	1.000	136,370	2.82%

LOT	ACRES	AREA (SQ. FT.)	PERCENTAGE
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32	1.000	136,370	2.82%
33	1.000	136,370	2.82%
34	1.000	136,370	2.82%

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22	1.000	136,370	2.82%
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29	1.000	136,370	2.82%
30	1.000	136,370	2.82%
31	1.000	136,370	2.82%
32	1.000	136,370	2.82%
33	1.000	136,370	2.82%
34	1.000	136,370	2.82%

PAULINE COUNTY, TEXAS
 PAYNE
 10/25/2022

SFSTX, LLC
100 E. WHITESTONE BLVD
STE 148, #218
CEDAR PARK, TX 78613
417-689-0707

4104
32-61/1110

November 2nd, 2023
Date

Pay to the Order of Caldwell County \$ 1,493.17
One thousand four hundred ninety three Dollars 17/100

CHASE BANK
additional payment

For Cool Water Acres - County fee Scott Jant

CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

09660

DATE 11-6-23

RECEIVED FROM

SFSTX, LLC

One thousand four hundred ninty-three dollars & 17/100

FOR

Additional payment for - Cool Waters Acres - Final

AMOUNT OF ACCOUNT	
THIS PAYMENT	<u>1,493.17</u>
BALANCE DUE	<u>0</u>

- CASH
 CHECK
 CREDIT CARD
 MONEY ORDER

BY

Kase L Miles

Thank You

DALE86 LLC
549 PEACE DR
LIBERTY HILL TX 78642

88-2601/1149

101

6/15/22
DATE

PAY TO THE ORDER OF CALDWELL COUNTY

\$ 29,863.34

TWENTY NINE THOUSAND EIGHT HUNDRED & SIXTY THREE DOLLARS ³⁴/₁₀₀



3600 E. Palm Valley Blvd.
Round Rock, Texas 78665
www.r.bank

FOR CONSTRUCTION PERMIT

[Signature]

[Redacted]

CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

8604

DATE 6-15-22

RECEIVED FROM Dale 86, LLC

\$ 29,863.34

Twenty-nine thousand eight hundred & sixty three dollars ³⁴/₁₀₀
FOR Construction fees - Cool Water Estates

Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	29,863.34
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY *Kase L miles*

**AGREEMENT TO CONSTRUCT AN APPROACH MAIN EXTENSION
AND TO RESERVE WATER SUPPLY CAPACITY**

This Agreement to Construct An Approach Main Extension And to Reserve Water Supply Capacity is made by and between Aqua Water Supply Corporation, a Texas non-profit water supply corporation, of Bastrop County, Texas, hereinafter referred to as "Aqua," and Dale 86, LLC, a Texas limited liability company of Williamson County, Texas, hereinafter referred to as the "Developer."

WHEREAS, Developer owns certain real property located in Caldwell County, Texas, hereinafter referred to as the "Property," said Property comprised of approximately 155.951 acres being more particularly described by Warranty Deed with Vendor's Lien, attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, Developer desires to subdivide the Property into one hundred twenty four (124) residential lots, and desires to obtain domestic water service for one hundred twenty five (125) Living Unit Equivalents (LUEs) for the subdivision of the Property, which subdivision is contemplated to be known as "Cool Water Acres" and which subdivision is described by the concept map attached hereto as Exhibit "B" and made a part hereof for all purposes; and

WHEREAS, the Property is located within Aqua's certificated service area as provided in Aqua's Retail Water Certificate of Convenience and Necessity No. 10294 issued by the Texas Commission on Environmental Quality; and

WHEREAS, Aqua has water supply capacity within its water system infrastructure, hereinafter referred to as the "System," to serve the Property; and

WHEREAS, it will be necessary for Aqua to extend an approach main to the Property in order to provide service to each of the lots, hereinafter referred to as the "Project," and the Developer must pay the full cost to extend such approach main to the Property; and

WHEREAS, following the completion of the construction of the extension of the approach main to the Property, Aqua's System will include a water line that delivers water to the Property;

WHEREAS, the Developer will construct, at his sole cost and expense, all lines and other facilities necessary to serve each of the one hundred twenty five (125) Living Unit Equivalents (LUEs) resulting from the subdivision of the Property (the "Developer's Water Distribution System"); and

WHEREAS, the Developer must pay the fees provided in Appendix B, Section VI.(A.) of the Rules and Regulations Concerning Aqua's Service to Subdivisions found in Aqua's Tariff, as they may be amended from time to time, which are attached hereto as Exhibit "C" (the "Rules") and made a part hereof for all purposes, and Section VI.(A.) states that the Developer is required to pay a \$50.00 (fifty dollars) per Living Unit Equivalent ("LUE") review fee ("Review Fee") for Aqua to review and comment on the plans for the Developer's Water Distribution System; and

WHEREAS, Aqua will acquire the necessary easements, through either negotiation or eminent domain, if required, and rights of way and the Developer will pay the full cost for acquiring the necessary easements and rights-of-way in which Aqua's approach main extension will be located, at locations both outside and within the Property; and

WHEREAS, the Developer must provide at Developer's expense all necessary boundary easements and rights-of-way in which the Developer's Water Distribution System and other facilities necessary to serve the one hundred twenty five (125) Living Unit Equivalents (LUEs) resulting from the subdivision of the Property are to be located; and

WHEREAS, the Developer must pay the full cost to connect the Developer's Water Distribution System to Aqua's System; and

WHEREAS, the parties hereto understand that the Developer's share of the cost to construct the Project, is estimated to be One Hundred Forty Four Thousand Fifty Two and 50/100 Dollars (\$144,052.50), such cost being more particularly set out and described by the preliminary cost summary attached hereto as Exhibit "D" and made a part hereof for all purposes; and

WHEREAS, the parties hereto understand that the estimated cost of the Project is based on current material and labor prices and preliminary site and engineering information; and the Developer's share of the cost to construct the Project will be more accurately determined based on final detail design.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Aqua and Developer agree as follows:

1.01 Consideration - Developer. In accordance with the Rules, Developer shall pay Aqua the following:

- a. The parties hereto agree that the total cost to Developer for the Review Fees and Project is estimated to be One Hundred Forty Four Thousand Fifty Two and 50/100 Dollars (\$144,052.50) which includes the following costs: (1) the Review Fees which are Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00) in total based on the one hundred twenty five (125) LUEs associated with the Property and the Fifty and 00/100 Dollars (\$50.00) per LUE Review Fee; (2) a deposit of Two Thousand and 00/100 Dollars (\$2,000.00) to cover the cost of Aqua's attorney's fees and other costs related to this Agreement; (3) capacity reservation fees of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) to reserve water supply capacity currently existing in Aqua's System for domestic water service to one hundred twenty five (125) LUEs associated with the Property at Six Hundred and 00/100 Dollars (\$600.00) per LUE; and (4) the estimated charges for the cost of constructing the Project.
- b. At the time of execution of this Agreement, Developer has paid the sum of One Hundred Forty Four Thousand Fifty Two and 50/100 Dollars (\$144,052.50).

After the Project has been completed, the final cost of the Project will be reconciled with the payments made by Developer. If the final cost of the Project is less than the amounts paid by Developer, the difference shall be refunded to Developer within thirty (30) days of completion of the Project. If the final cost of the Project is greater than the amount paid by Developer, Developer shall pay Aqua the difference, in a form acceptable to Aqua, within ten (10) days after receipt of notice of the balance due.

- c. Within fifteen (15) days after the date of execution of this Agreement and prior to the dedication of any public utility easements on the Property, Developer shall convey to Aqua, at Developer's expense, on a form prepared by Aqua, a permanent easement of at least fifteen (15) feet in width and a contiguous temporary construction easement of at least fifteen (15) feet in width, such easements lying within the boundaries of the Property, in which easements Aqua may construct other lines and facilities as it deems necessary in the future. The fifteen (15) foot permanent easement shall include exclusive rights to a five (5) foot wide strip of land, the center line of which shall be defined as the center line of the water line as installed. The fifteen (15) foot temporary construction easement shall run along and parallel to the fifteen (15) foot permanent easement. The easements must be conveyed to Aqua free and clear of all encumbrances, including deeds of trust and liens or a subordination agreement acceptable to Aqua will be obtained from any and all lien

holders at Developer's expense.

- d. To enable Aqua to indicate on a final plat of a Subdivision that water service is available, Developer shall either (1) complete construction of Developer's Water Distribution System, or (2) if construction of Developer's Water Distribution System is not complete, (i) execute restrictive covenants or (ii) provide a letter of credit ("LOC") payable to Aqua in an amount equal to the costs of construction of the on-site water facilities plus 15% contingencies.

1.02 Consideration - Aqua.

- a. Upon execution of this Agreement and receipt of a cashier's check or other instrument acceptable to Aqua from Developer in the amount of the total estimated cost of the Project which is due at the time of execution of this Agreement, Aqua shall begin the process of obtaining any necessary easements and planning construction of the Project as soon as practicable.
- b. During the term of this Agreement, Aqua will provide domestic water service to the one hundred twenty five (125) LUEs stated in Section 1.01 of this Agreement associated with the one hundred twenty four (124) lots which have been or will be subdivided from the Property if all of the following conditions have been satisfied: (i) the subdivision of the Property complies with all applicable municipal, county, and state subdivision regulations; (ii) the development of the Property complies with all applicable United States Fish & Wildlife Service and/or any other applicable regulatory or governmental agency regulations; (iii) the Project has been completed in accordance with Aqua's Tariff; and (iv) a lot owner has requested water service and paid the membership and tap fees applicable at the time service is requested. After the expiration of this Agreement, water service to the lots subdivided from the Property will be on an "as available" basis.
- c. Aqua will indicate that water service is available on a final plat of a Subdivision if the Developer either (1) completes construction of Developer's Water Distribution System, or (2) if construction of Developer's Water Distribution System is not complete, (i) executes restrictive covenants or (ii) provides a letter of credit ("LOC") payable to Aqua in an amount equal to the costs of construction of the on-site water facilities plus 15% contingencies.

1.03 Indication that Water Capacity is available to a Subdivision. If construction of the Developer's Water Distribution System is not complete, Developer must utilize one of the following options in accordance with Sections 1.01 (d) and 1.02 (c) before Aqua will indicate on a final plat of a Subdivision that water service is available:

- a. If the Developer chooses to request the filing of restrictive covenants, said restrictive covenants will be filed by Aqua in the real property or plat records of the county where the Subdivision is located. Aqua will file the appropriate instrument to release the restrictive covenants when Developer's Water Distribution System is complete; however, if Developer's Water Distribution System is larger than 10 lots and completed in stages, Aqua will release specific lots from the restrictive covenants in groups of not less than 10 lots.
- b. If the Developer chooses to submit a LOC, Developer must first submit construction plans and specifications for Developer's Water Distribution System, including a detailed cost estimate, to Aqua for its review and approval. Aqua shall have 30 days to review and approve the plans and cost estimate for Developer's Water Distribution System.

The LOC shall be in an amount equal to the detailed cost estimate for Developer's Water Distribution System plus 15% contingencies, shall be irrevocable, issued by a state or federally chartered banking institution, payable to Aqua Water Supply Corporation and have a one year term. Aqua will release the LOC to Developer at the time the Developer's Water Distribution System has been completed and accepted by Aqua.

If Developer's Water Distribution System is not constructed within 30 days of the expiration date of the LOC, then Aqua will cash the LOC and construct Developer's Water Distribution System. Any amounts remaining from the LOC after payment of all costs resulting from the construction of Developer's Water Distribution System shall be refunded to Developer.

If Developer desires to extend the LOC beyond the one year term, a request for a substitute LOC must be submitted to Aqua not later than 60 days prior to the expiration of the LOC. Developer shall submit a revised cost estimate for Developer's Water Distribution System for Aqua's review and approval. The amount of the successor LOC must include any cost increases for construction of Developer's Water Distribution System. The substitute LOC shall be submitted to Aqua not later than 30 days prior to the expiration of the LOC. Upon Aqua's receipt of a substitute LOC, Aqua will release the previous LOC to Developer.

Once water supply capacity has been allocated to a particular tract of land and Aqua has indicated on a final plat that water service is available to the land, the water supply capacity shall not be transferred to other land.

1.04 Acquisition of Easements and Rights of Way by Aqua. Aqua will acquire the necessary easements, through either negotiation or eminent domain, if required, and the Developer will pay the full cost for acquiring the necessary easements and rights-of-way in which Aqua's approach main extension will be located, at locations both outside and within the Property.

2.01 Construction of Developer's Water Distribution System. Prior to construction of the Developer's Water Distribution System and any other facilities necessary to serve the individual lots resulting from the subdivision of the Property, Developer shall obtain approval from Aqua as provided for in the attached Rules and Regulations Concerning Aqua's Service to Subdivisions. The area of the public utility easement assigned exclusively for water service shall be shown on the final recorded plat of the subdivision. Any portion of the Developer's Water Distribution System that is not located within an area of the public utility easement assigned exclusively for water service shall be located in a permanent easement of at least fifteen (15) feet in width and a contiguous temporary construction easement of at least fifteen (15) feet in width which easements shall be conveyed with the Developer's Water Distribution System and shown on the final recorded plat of the subdivision. The fifteen (15) foot permanent easement shall include exclusive rights to a five (5) foot wide strip of land, the center line of which shall be defined as the center line of the water line as installed. Developer shall pay the full cost of construction necessary to provide service from Aqua's existing General Purpose Transmission Facilities to the individual service connections to be located in the subdivision. Developer shall pay all other costs required under the Rules and Regulation Concerning Aqua's Service to Subdivisions. Developer shall submit to Aqua as-built drawings of the Developer's Water Distribution System and shall provide Aqua with accurately surveyed descriptions of the location of water lines comprising the Developer's Water Distribution System prepared by a registered land surveyor. Developer shall comply with the Standard Details for Aqua WSC which are attached hereto as Exhibit "E" (the "Standard Details").

2.02 Conveyance of Water Distribution System. Upon completion of the construction of the Developer's Water Distribution System, such System, together with all easements in which the facilities are located, shall be conveyed free and clear of all encumbrances, including deeds of trust and liens, to Aqua by Developer. It is specifically contemplated by the parties that the Developer's Water Distribution System and the easements in which the facilities are located may be utilized by Aqua to provide water service to other lands without compensation to Developer.

3.01 No Transfer of Reserved Capacity. Developer acknowledges that the Board of Directors of Aqua has resolved that, after February 28, 1995, Aqua will not transfer water commitments from the lot of land for which commitments are originally made to other lots of land. Developer acknowledges and agrees that the reserved capacity, which is subject to this Agreement, is for use with the Property and will not be transferred for use with other land.

3.02 No Assignment of Rights by Developer. No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or in part by Developer without the prior written consent of Aqua. Any assignment or other transfer of this Agreement without Aqua's prior written consent shall make this Agreement voidable at Aqua's sole option, upon Aqua's discovery of said assignment or transfer.

3.03 Assignment by Aqua. Aqua shall have the right to sell, assign, or transfer this Agreement with all its rights, title, and interest therein to any person, firm, corporation, or governmental entity at any time during the term of this Agreement, and any such assignee shall acquire all of the rights and assume all of the obligations of Aqua under this Agreement.

4.01 Term of Agreement. The term of this Agreement shall extend for a period of ten (10) years and six (6) months from the date of execution of this Agreement.

4.02 Termination for Failure to Pay Developer's Share of Project Cost. In the event Aqua has not received payment from Developer of the remaining amount owed hereunder within ten (10) days of the date Developer receives notice of the balance due in accordance with Section 1.01(b), Aqua shall have no further obligations or duties under this Agreement and Aqua shall give notice thereof by certified mail to Developer that this Agreement is terminated.

4.03 Effect of Termination. Upon termination of this Agreement, all remaining reserved water supply capacity, which has not been committed through the setting of a water meter, shall revert to Aqua and Developer shall have no further rights to such capacity. Any and all easements transferred pursuant to this Agreement shall remain the sole property of Aqua to use as they see fit.

5.01 Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by certified mail, return-receipt requested.

Notice to Aqua shall be addressed to: Aqua Water Supply Corporation, P.O. Drawer P, Bastrop, Texas 78602.

Notice to Developer shall be addressed to: Dale 86, LLC, Attn.: Gavin Boyd, 549 Peace Drive, Liberty Hill, Texas 78642.

5.02 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Certain obligations of the parties created by this Agreement shall be performable in Bastrop County, Texas. Both parties agree that any and all disputes shall be resolved by a Bastrop County court of competent jurisdiction.

5.03 Attorney's Fees. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

5.04 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

5.05 Tariff Amendments. This Agreement is made pursuant to the Rules. Developer

understands that his rights and obligations under his Agreement may be affected by future amendments to Aqua's Tariff, including a portion of the Tariff known as the Rules. Developer agrees to comply with the requirements of Aqua's Tariff and the Rules, as either may be amended from time to time during the term of this Agreement; provided however, Developer shall not be required to pay additional capacity reservation fees for water service to the number of LUEs associated with the Property stated in Section 1.01 of this Agreement.

5.06 Effect of Applicable Laws and Regulations. The parties to this Agreement understand that their rights and obligations under this Agreement are subject to, without limitation: (i) the laws of the State of Texas; (ii) the laws of the United States; (iii) the regulations promulgated by the Texas Commission On Environmental Quality; (iv) the regulations promulgated by the United States Environmental Protection Agency; (v) the regulations promulgated by the United States Fish & Wildlife Service; and (vi) the regulations promulgated by any other regulatory or governmental agency(ies) which may now or in the future have jurisdiction over Aqua.

Based on information currently available to Aqua, the Property is not located within the area of Bastrop County defined by the United States Fish & Wildlife Service as a critical habitat for the endangered Houston Toad. Developer is solely responsible for obtaining all permits and approvals, if any, required by the United States Fish & Wildlife Service, and/or any other regulatory agency(ies), for construction, if any, to be performed by the Developer regarding this Agreement.

Developer acknowledges that Aqua does not anticipate that the United States Fish & Wildlife Service, or any other regulatory or governmental agency(ies), will require Aqua to obtain any permit(s) or approval(s) regarding this Agreement given that Aqua is not constructing any system components for the benefit of the Property. Nonetheless, Developer: (i) shall pay Aqua the full cost incurred by Aqua in obtaining all permit(s) and/or approval(s), if any, required by the United States Fish & Wildlife Service, and/or any other regulatory or governmental agency(ies) for construction of any component(s) of Aqua's System regarding this Agreement; and (ii) acknowledges that Aqua will require a reasonable period of time during which to obtain such permit(s) and/or approval(s) which in turn will delay construction of any such component(s) of Aqua's System.

Developer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Aqua, its officers, directors, employees, agents and consultants from and against all damages, liabilities, and costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with Developer's noncompliance with all applicable laws and regulations and/or failure to obtain all required permit(s) and approval(s) regarding this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Aqua.

5.07 Severability. In the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.08 Extent of Agreement. This Agreement, which consists of nine (9) pages and attached Exhibits A, B, C, D, and E, constitutes the entire Agreement between Aqua and Developer. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral regarding the Property, and may be amended only in accordance with Section 5.04 herein.

5.09 Warranties of Signatory. The undersigned signatories for Developer hereby represent and warrant that such signatories have full and complete authority to enter into this Agreement on behalf of Developer.

5.10 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors,

**EXHIBIT LIST FOR
AGREEMENT TO CONSTRUCT AN APPROACH MAIN EXTENSION
AND TO RESERVE WATER SUPPLY CAPACITY**

- Exhibit A- Warranty Deed with Vendor's Lien
- Exhibit B- Preliminary Plat of Cool Water Acres
- Exhibit C- Rules and Regulations Concerning Aqua's Service to Subdivisions
- Exhibit D- Preliminary Cost Summary
- Exhibit E- Standard Details for Aqua WSC

15/ITC/RLR/2074360-LKH

2021-001895 WD Fee: 58.00
03/25/2021 10:38:46 AM Total Pages: 10
Teresa Rodriguez, County Clerk - Caldwell County TX



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 22, 2021

Grantor: BRENDA MEGAN HORTON (a/k/a BRENDA M. HORTON), Trustee of THE BRENDA M. HORTON QUALIFIED PERSONAL RESIDENCE TRUST (as to Tract 1)

CHRISTOPHER DEL HUDDLESTON, a married man, joined pro forma by his spouse, APRIL DAWN HUDDLESTON (as to Tract 2)

Grantor's Mailing Address:

BRENDA MEGAN HORTON
P. O. Box 201
Dale, Texas 78616

CHRISTOPHER DEL HUDDLESTON
3340 West FM 2237
Muldoon, Texas 78949

Grantee: DALE 86, LLC

Grantee's Mailing Address: 549 Peace Drive, Liberty Hill, Texas 78642

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and a note of even date herewith, executed by Grantee and payable to the order of BRENDA M. HORTON QUALIFIED PERSONAL RESIDENCE TRUST in the principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00). The note is secured by a first and superior vendor's lien retained in this deed and by a first-lien deed of trust of even date herewith, from Grantee to TROY L. VOELKER, Trustee.

Property (including any improvements):

TRACT 1: SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Exhibit A

TRACT 2: SEE EXHIBIT B ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES.

Reservations from Conveyance: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2021, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Brenda Megan Horton
BRENDA MEGAN HORTON (m/k/a BRENDA M. HORTON), Trustee of THE BRENDA M. HORTON QUALIFIED PERSONAL RESIDENCE TRUST (as to Tract 1)

[Signature]
CHRISTOPHER DEL HUDDLESTON, (as to Tract 2)

April Dawn Huddleston
APRIL/DAWN HUDDLESTON (as to Tract 2)

Grantee agrees to the obligations imposed on Grantee by the terms of the deed.

DALE 86, LLC, a Texas limited liability company

BY: BOYD DEVELOPMENT, INC., Its Manager

[Signature]
BY: GAVIN S. BOYD, President

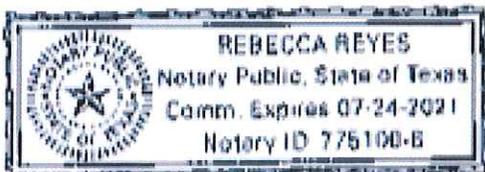
Date: March 22, 2021

(Acknowledgments)

STATE OF TEXAS

COUNTY OF CALDWELL

This instrument was acknowledged before me on March 22, 2021, by BRENDA MEGAN HORTON (a/k/a BRENDA M. HORTON), Trustee of THE BRENDA M. HORTON QUALIFIED PERSONAL RESIDENCE TRUST.

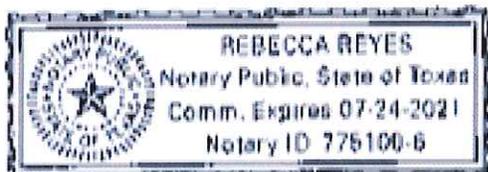


Rebecca Reyes
Notary Public - State of Texas

STATE OF TEXAS

COUNTY OF CALDWELL

This instrument was acknowledged before me on March 22, 2021, by CHRISTOPHER DEL HUDDLESTON.

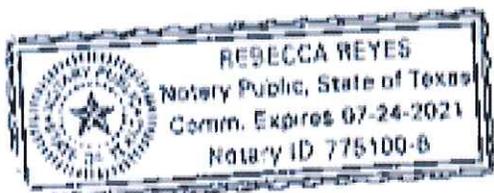


Rebecca Reyes
Notary Public - State of Texas

STATE OF TEXAS

COUNTY OF CALDWELL

This instrument was acknowledged before me on March 22, 2021, by APRIL DAWN HUDDLESTON.

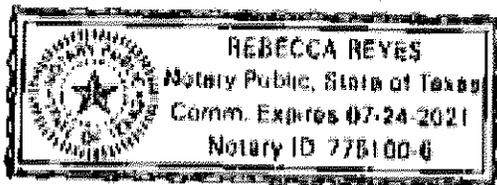


Rebecca Reyes
Notary Public - State of Texas

STATE OF TEXAS

COUNTY OF CALDWELL

This instrument was acknowledged before me on March 22, 2021, by GAVINS. BOYD, as President of BOYD DEVELOPMENT, INC., a Texas corporation, on behalf of DALE 86, LLC, a Texas limited liability company.



Rebecca Reyes
Notary Public - State of Texas

lertoz.boyddev.trust.loan.docx.fm.v.26

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-8476 BASTROP, TEXAS 75422

FIELD NOTES FOR A 155.551 ACRE TRACT IN THE GEORGE W. JAMES SURVEY, A-155, IN CALDWELL COUNTY, TEXAS.

Being a 155.551 acre tract or parcel of land out of and being a part of the George W. James Survey, A-155, in Caldwell County, Texas, and being a part of that certain 100 acre tract described in a deed from W. M. Baker, et ux, to L. C. Baker, dated Sept. 12, 1940, recorded in Vol. 197, Pg. 212, Caldwell County Deed Records; and being a part of that certain 58 acre tract described in a deed from J. L. Baker, et ux, to L. C. Baker, dated Jan. 27, 1940, recorded in Vol. 210, Pg. 476, Caldwell County Deed Records. Said 100 and 58 acre tracts being Lots No. 1 and 2 as shown on plat which is marked "Exhibit A" and part of a partition deed recorded in Vol. 32, Pg. 78, Caldwell County Deed Records. More fully described 155.551 acre tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found near a fence corner at the intersection of the south line of the before mentioned 100 acre tract with the west line of Farm to Market Road No. 86, the northeast corner of that certain 88.007 acre tract described in an Executors Deed from Claude W. Baker, Jr., Executor, to Frances Baker Douglas, recorded in Vol. 61, Pg. 792, Caldwell County Official Records, for the southeast corner of this tract. Said 88.007 acre tract being a part of that certain 0.14 acre and 28.5 acre tracts described as First and Second Tract in a deed from M. T. Baker, et ux, to C. W. Baker, recorded in Vol. 217, Pg. 382, Caldwell County Deed Records.

THENCE with a copper south line of the said 100 acre tract and north line of the Douglas 88.007 acre tract, N 80 deg. 04 min. 25 sec. W, 1693.78 feet to a 5/8 inch iron rod set in a 3/4 inch iron pipe found near a fence corner, the northwest corner of the said 28.5 acre tract and an angle corner of the Douglas 88.007 acre tract, an interior corner of the said 100 acre tract for an interior corner of this tract.

THENCE with the west line, as fenced, of the said 28.5 acre tract, a upper west line of the said 88.007 acre tract and lower east line of the 100 acre tract, S 29 deg. 19 min. 28 sec. W, 519.18 feet to a 5/8 inch iron rod set at the projection of 2 fence lines, an interior corner of the said 88.007 acre tract, an angle corner of the said 100 acre tract for an angle corner of this tract.

THENCE with the south line, as fenced, of the said 100 acre and before mentioned 58 acre tracts, the lower north line of the Douglas 88.007 acre tract, the north line of the Landis C. Baker 14.55 acre tract described in a deed recorded in Vol. 231, Pg. 200, Caldwell County Deed Records, the north line of

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the J. A. Baker 67 acre tract and north line of the Jno. A. Baker 24.6 acre tract described in a deed recorded in Vol. 204, Pg. 210, Caldwell County Deed Records, N 58 deg. 41 min. 59 sec. W, 544.93 feet to a 5/8 inch iron rod set at a fence corner; S 28 deg. 41 min. 04 sec. W, 22.24 feet to a 1/2 inch iron rod found at a fence corner; N 60 deg. 08 min. 36 sec. W, 1858.17 feet to a 1/2 inch iron rod found near a fence corner; N 60 deg. 08 min. 37 sec. W, 620.73 feet to a 5/8 inch iron rod found at a fence corner, the northwest corner of the Baker 24.6 acre tract and northeast corner of the certain 101 acre tract described as First Tract in an Executor's Deed to Isaac M. Nohra recorded in Vol. 113, Pg. 787, Caldwell County Official Records for an angle corner of this tract.

THENCE continuing with the south line of the said 69 acre tract and the north line of the Nohra 101 acre tract and the north line of that certain 176.76 acre tract described as Second Tract in the said deed to Nohra, N 60 deg. 07 min. 54 sec. W, 1235.93 feet to a 5/8 inch iron rod set at a fence angle corner; N 42 deg. 58 min. 42 sec. W, 113.48 feet to a 1/2 inch iron rod found at a fence corner, the southeast corner of that certain 187.5 acre tract described as Tract II in a deed to John Bernard Bowls, et ux, recorded in Vol. 379, Pg. 243, Caldwell County Deed Records, the southwest corner of the said 69 acre tract for the southwest corner of this tract.

THENCE with the east line of the Bowls 187.5 acre tract and west line of the said 69 acre tract, S 33 deg. 15 min. 03 sec. E, 1045.20 feet to a 1/2 inch iron rod found at a fence corner, the southwest corner of that certain 114.508 acre tract described as Tract I in the said deed to Bowls, the northwest corner of the said 69 acre tract for the northwest corner of this tract.

THENCE with the south line, as fenced, of the said Bowls 114.508 acre tract, the north line of the said 69 acre tract, S 68 deg. 46 min. 30 sec. E, 1003.46 feet to a fence corner post found at the southeast corner of the Bowls 114.508 acre tract, the southwest corner of that certain 75 acre tract described in a Trust Declaration by J. T. Jeffrey as Trustee recorded in Vol. 388, Pg. 662, Caldwell County Deed Records for an angle corner of this tract.

THENCE continuing with the north line of the said 69 acre tract and lower south line of the Jeffrey 75 acre tract, as fenced, S 59 deg. 52 min. 42 sec. E, 808.82 feet to a 5/8 inch iron rod set for at a fence corner for the northeast corner of the said 69 acre tract in the west line of the before mentioned 100 acre tract, an angle corner of the Jeffrey 75 acre tract for an interior corner of this tract.

THENCE with the west line of the said 100 acre tract, as fenced, N 30 deg. 00 min. 00 sec. E, 639.66 feet to a 5/8 inch iron rod set at a fence corner, an interior corner of the Jeffrey 75 acre tract, the northwest corner of the said 100 acre tract for an angle corner of this tract.

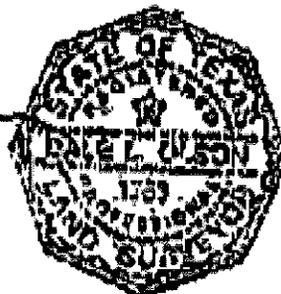
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THENCE with the north line, as located, of the said 100 acre tract, a upper south line of the Jeffrey 75 acre tract, S 58 deg. 45 min. 25 sec. E, 2801.91 feet to a 5/8 inch iron rod set at a fence corner; S 17 deg. 38 min. 07 sec. E, 212.41 feet to a 5/8 inch iron rod set at a fence corner; S 47 deg. 20 min. 18 sec. E, 195.95 feet to a 5/8 inch iron rod set where same intersects the west line of Farm to Market Road No. 88 for the northeast corner of this tract.

THENCE with the west line of Farm to Market Road No. 88, S 30 deg. 20 min. 18 sec. W, at 458.16 feet pass a concrete right of way marker found, in all, 672.23 feet to the POINT OF BEGINNING, containing 195.951 acres of land.



Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753

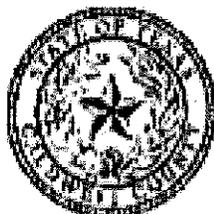


Save and except Exhibit "B" attached

FILED AND RECORDED**Instrument Number: 2021-001895 WARRANTY DEED**

Filing and Recording Date: 03/25/2021 10:38:46 AM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



A handwritten signature in cursive script that reads "Teresa Rodriguez".

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

APPENDIX B RULES AND REGULATIONS CONCERNING AQUA'S SERVICE TO SUBDIVISIONS

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Exhibit "C"

APPENDIX B
Rules and Regulations Concerning Aqua's Service to Subdivisions

I. Purpose

The purpose of this policy is to establish the terms and conditions under which Aqua will provide water for subdivisions, additions to subdivisions, or developments where service to one or more tracts is requested. The General Manager of Aqua shall act on behalf of the Board to implement this policy.

II. Definitions

- A. "Aqua" means the Aqua Water Supply Corporation as represented by its Board of Directors.
- B. "Aqua's Engineer" means a person or firm licensed by the State of Texas and engaged by Aqua to provide engineering consulting services to Aqua.
- C. "Aqua's System" means Aqua's production, treatment and storage facilities and Aqua's general purpose transmission facilities.
- D. "Board of Directors" or "Board" means the duly elected members of the Board of Directors of Aqua Water Supply Corporation.
- E. "Cost of Construction" means all expenses associated with constructing, installing and placing a facility into operation including, but not limited to, planning, engineering, clearing, surveying, legal, land acquisition, acquisition of rights-of-way, the construction contract, and the like.
- F. "Developer" means an individual, partnership, corporation, or other legal entity that has subdivided land or desires to subdivide land or requests more than two water service connections on a single contiguous tract of land.
- G. "Developer Project" means the construction of facilities by a Developer to serve a subdivision owned or controlled by the developer, including water lines and related equipment necessary to transport water from General Purpose Transmission Facilities to provide water service to individual lots in a subdivision, which facilities will be deeded to Aqua.
- H. "Feasibility Study" means the report prepared by Aqua's Engineer to determine if sufficient water capacity is available to a particular tract of land, and if construction of certain improvements to Aqua's System is required before capacity is available.
- I. "General Purpose Transmission Facilities" means those pumps, filters, lines, chlorination units, and the like which are designed to provide water service to more than one subdivision.
- J. "Production and Storage Facilities" means the equipment, structures, and appurtenances necessary to produce, treat and store water from groundwater or surface water sources for delivery to General Purpose Transmission Facilities.

- K. “Service Area” means that area to which Aqua may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Aqua.
 - L. “Subdivision” means the division of any lot, tract, or parcel of land, within the Service Area of Aqua, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded. The following are exempted from this definition: Divisions of land resulting from a family or testamentary transfer of a parcel of land having an area of two (2) acres or more, which will not require Aqua to construct new water lines and which may be accessed by existing water lines which meet Texas Commission on Environmental Quality requirements to service the additional meters. The term "family" includes only the grantor's spouse, parents, children, grandparents, grandchildren, or siblings. The exemption provided in this definition for the divisions of any lot, tract, or parcel of land as a result of a family transfer also extends to any purchaser of such a lot, tract, or parcel of land from a person who meets the definition of “family” under this definition. Provided, however, this exemption shall not apply to an *inter vivos* family transfer that constitutes a subdivision of land for sale to the public.
 - M. “United States Department of Agriculture – Rural Development Rules” or “USDARD Rules” means those rules promulgated by USDARD with which Aqua must comply. This includes existing and future rules to which Aqua is subject.
- III. Process to Identify Water Availability to Subdivision – Feasibility Study
- A. To begin the process of reserving water capacity and the subsequent provision of water service to a proposed Subdivision, Developer must file, a request in writing for Aqua to prepare a Feasibility Study for the proposed Subdivision to determine if there is sufficient capacity in Aqua's System to serve the proposed Subdivision, or if a need exists for an expansion to the capacity of the production, treatment and storage or General Purpose Transmission Facilities, or a combination of both, to serve the proposed Subdivision. Aqua’s ability to provide fire flow to the development is dependent on many factors: the size of infrastructure (production and delivery facilities); the topography of the area; and the specific flows required for the particular project.
- In addition to the payment of the fees set out in Paragraph B, a request for a Feasibility Study shall include the following:
- 1. Four (4) copies of a map or plat showing the proposed Subdivision, indicating the location of said Subdivision within Aqua’s CCN, and the proposed improvements to be constructed by Developer necessary to connect to Aqua’s System. The map or plat must show the dimensions of the lots or tracts that result from the subdivision of the property. The map or plat, and any revisions, amendments, or supplements thereto, must be signed and sealed by a licensed surveyor or registered professional engineer.

2. The intended land use of the Subdivision, including detailed information concerning the types of land uses proposed.
 3. The projected water demand of the Subdivision when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out for the Subdivision and associated water demand schedule of events leading up to the approximate date upon which service from Aqua will first be needed.
 4. A statement on whether fire flow is needed and requested water demand, in quantity and time, to meet the fire flow requirements.
 5. A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy, and the approximate date upon which service from Aqua will first be needed.
 6. Any other information required by Aqua to facilitate the evaluation of water service for the proposed Subdivision.
- B. All requests for a Feasibility Study shall be accompanied by a non-refundable fee according to the following schedule:

Proposed Number of LUEs	Fee
1-10	\$1,200.00
11-250	\$1,800.00
251 or more	\$3,000 plus any additional cost to Aqua

If fire flow is needed, an additional non-refundable fee of \$3,000 shall be added to the applicable Feasibility Study fee listed above.

- C. The request for a Feasibility Study will be submitted by Aqua's General Manager to Aqua's Engineer for review and evaluation. Under normal circumstances and where sufficient information is submitted with the request, Aqua's Engineer will complete the Feasibility Study within 30 days of Aqua's receipt of the request and payment of the required fee. The Feasibility Study will include the cost of additional facilities, if any, needed by Aqua to provide water service to the proposed Subdivision based on current material and labor prices and preliminary site and engineering information. A copy of the Feasibility Study will be provided to the Developer upon payment of all fees listed above.
- D. Upon the request of Developer and payment of all applicable fees, the Feasibility Study shall be submitted to the Board of Directors for its consideration at the next regular Board meeting, provided that the next Board meeting is at least 10 days following the date the request is received. If the request is received less than 10 days prior to the next Board meeting, the request will be on the agenda for the following

month's meeting. If the Board of Directors determines that providing water service to the proposed subdivision is feasible, the Board shall adopt a resolution indicating Aqua's ability to provide water service to the Subdivision subject to special terms and conditions to such service identified in the Feasibility Study and to be incorporated in a Reserve Capacity Agreement. Aqua's General Manager shall provide the Developer with the final Feasibility Study identifying the estimated cost to the Developer for Aqua to provide water service to the proposed Subdivision and Aqua's fees to reserve capacity in Aqua's System. The Developer's share of the actual cost to construct the facilities necessary to provide water service to the proposed Subdivision will be determined at the time Aqua receives quotations from contractors based on final detail design of the facilities. In addition, Aqua will provide the Developer with the amount of expenses, such as attorney's fees, estimated to be incurred by Aqua in negotiating and drafting the Reserved Capacity Agreement. The Developer must pay Aqua a deposit in the amount of estimated expenses and provide Aqua with a copy of the warranty deed conveying title to the Developer prior to the drafting of the Reserved Capacity Agreement. If there are any funds remaining after payment is made to cover all such expenses, then Aqua will refund the amount of surplus funds to the Developer. If the deposit is insufficient to cover such expenses, then the Developer shall immediately pay Aqua additional funds in the amount of the balance.

- E. A determination that providing water service to a proposed Subdivision is feasible does not reserve capacity for use with the proposed Subdivision. Uncommitted water supply capacity that exists in Aqua's System is available on a first come, first served basis and may be reserved only in accordance with Section IV of this Tariff. Developer shall not have any rights to water supply capacity until after the Reserved Capacity Agreement is fully executed and capacity reservation fees have been paid.
- F. Aqua recognizes that a developer may desire to determine the feasibility of providing water supply to a proposed Subdivision prior to the purchase of the property. When a request for a Feasibility Study has been submitted by a Developer who does not own the subject property and service to the property has been determined to be feasible, the subject capacity may be held for the proposed Subdivision until the next regularly scheduled meeting of the Board of Directors. Existing water supply capacity may be held for a proposed Subdivision for a period of 120 days by payment of the greater of \$2500 or 10% of the total capacity reservation fee, which payment shall be nonrefundable. A request to hold capacity must be written and hand delivered or sent by certified mail to Aqua's General Manager accompanied by the appropriate fee. The request to hold capacity must be received by Aqua within 30 days after the date of the meeting of the Board of Directors at which service to the proposed Subdivision is determined to be feasible.
- G. In order to maintain the right to utilize the capacity held under Subsection IV.A, the Developer must execute the Reserve Capacity Agreement required under Subsection III. E and pay in full the capacity reservation fees required under Section IV, prior to the expiration of the holding period. The capacity reservation fees shall be payable

in the form of a Cashier's Check or other form of payment approved by the Board of Directors or Aqua's General Manager. If all requirements of this subsection are not satisfied, any capacity held for the proposed Subdivision shall revert to first come, first served availability.

H. Large Volume Service – Conservation Districts

This section is only applicable to conservation districts that entered into agreements with Aqua prior to August 5, 2013.

1. Any Conservation District desiring to buy water on a bulk basis will be required to negotiate a special contract for such purpose. The contract shall, as a minimum, provide that Aqua will provide a specified quantity of water at a metered point of delivery. Each Conservation District will be responsible for constructing, owning, operating, and maintaining all repressurization facilities, retail water distribution facilities, and the like to provide retail water service.
2. All Large Volume Service – Conservation District contracts will require that Aqua be the sole source of water for whatever area is to be served by the Conservation District.

IV. Reserving Capacity in Aqua's System

Except as allowed by Section V of these Rules and Regulations, Aqua will not provide water service to a lot in a Subdivision unless the Developer has reserved capacity for the requested connection under this Section pursuant to Section 3.01 of Aqua's Tariff.

A. Reserving Existing Production, Treatment and Storage Capacity

1. In order to reserve available capacity for a Subdivision, based on the following types of service, the Developer shall:
 - (a) Standard Service. Pay to Aqua a commitment fee in the amount of \$600.00 for each LUE. The commitment fee is a component of the System Development Fee. The commitment fee is paid at the time capacity is reserved and the remainder of the System Development Fee is collected at the time a meter is installed. The System Development Fee compensates Aqua for its investment in the water production, treatment, storage, and transmission facilities which the new customer will utilize when connected to Aqua's System. In the case of multi-family residences with 2 or more units, each dwelling unit shall have its own meter and a capacity reservation fee shall be charged for each dwelling unit. This fee shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors at the time the Reserved Capacity Agreement is executed

- (b) Multi-Unit Residences. In the case of multi-dwelling unit residences served by Large Volume Service -- Multiple Owner, the development may be served by one or more master meters. The number of dwelling units shall be adjusted by multiplying by a factor of 0.7 for dwelling units that share common walls, such as townhouses or condominiums. This fee shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors at the time the Reserved Capacity Agreement is executed
 - (c) Commercial. Each commercial user shall have its own meter. The commercial capacity reservation fee shall be calculated by calculating the ratio of the water demand needed by the commercial customer to the water demand for a single family residential customer, and then multiplying the then current single family capacity reservation fee times the ratio derived above. Provided, however, the cost of a commercial capacity reservation fee shall never be less than the single family residential capacity reservation fee. This fee shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors at the time the Reserved Capacity Agreement is executed
 - 2. Pay to Aqua the Costs of Construction necessary to provide service from the nearest point of adequate supply in Aqua's existing General Purpose Transmission Facilities to the proposed Subdivision. Developer shall pay Aqua the Costs of Construction at the time the Reserved Capacity Agreement is executed. These costs shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors or Aqua's General Manager.
 - 3. Agree to construct all facilities included in Developer Project and deed all facilities constructed under this Paragraph to Aqua together with all easements in which the facilities are located, upon completion and acceptance by Aqua's Engineer.
- B. Reserving New Production, Treatment and Storage Capacity
- If it is necessary for Aqua to add capacity to Aqua's System before Aqua can adequately serve the Subdivision proposed by the Developer, the following requirements shall apply:
- 1. The Developer shall pay the Costs of Construction necessary to provide service from the nearest point of adequate supply in Aqua's existing General Purpose Transmission Facilities to the proposed Subdivision.

2. The Developer shall pay the greater of (i) a commitment fee in the amount of \$600.00 for each single family residential customer (or equivalent as described in Section IV.A.1 above), or (ii) all Costs of Construction necessary to upgrade that portion of Aqua's Production and Storage Facilities to meet the needs of the Developer's requested service.
3. The design of all improvements to Aqua's System shall be accomplished by Aqua's Engineer and the construction of such improvements shall be done by Aqua or Aqua's agents. The Costs of Construction of all such improvements shall be borne by the Developer in accordance with Subsections IV.B.1 and IV.B.2 above. Developer shall pay to Aqua the full amount of the Costs of Construction at the time the Reserved Capacity Agreement is executed. These costs shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors or Aqua's General Manager.
4. The Developer shall agree to construct all facilities identified as Developer Project and convey all facilities constructed under this Paragraph to Aqua together with all easements in which the facilities are located upon completion and acceptance by Aqua.

C. Reserved Capacity Agreements

All Reserved Capacity Agreements shall be subject to the terms of the Aqua Water Supply Corporation's Rules and Regulations, including the Tariff on file with the Texas Commission on Environmental Quality. All Reserved Capacity Agreements shall also be subject to all future amendments or modifications of the Rules and Regulations and the Tariff. In the event the terms of a Reserved Capacity Agreement conflict with the Rules and Regulations and the Tariff, the Rules and Regulations and the Tariff shall control. The Reserved Capacity Agreement shall have a term of ten years. A request for an agreement with a term of greater than ten years or any extensions to existing agreements shall be considered on a case by case basis. Upon the expiration of any Reserved Capacity Agreement and the construction of Developer Project is not underway, the capacity reserved pursuant to such Agreement shall be returned to Aqua and available on a first come, first served basis.

D. Construction of Developer Project Required to Establish Availability of Water Service to Individual Lots

The approval and execution of the Reserved Capacity Agreement between Developer and Aqua results in the availability of a specific amount of water capacity at the boundary of the Subdivision. The availability of water capacity at the boundary of the Subdivision does not mean that water service is available at a particular lot or that Aqua will set a meter at a lot upon request by the owner of the lot. Developer must complete Developer Project and deed to Aqua in order for capacity and water service to be available at a lot within the Subdivision.

E. Developer Request for Aqua to Indicate on a Plat that Water Capacity is Available to a Subdivision

In order for Aqua to indicate on a final plat of a Subdivision that water service is available, Developer must either (1) complete construction of Developer Project, or (2) if construction of Developer Project is not complete, (i) execute restrictive covenants in a form similar to Exhibit A attached hereto, or (ii) provide a letter of credit ("LOC") payable to Aqua in an amount equal to the costs of construction of the on-site water facilities plus 15% contingencies.

In the event Developer chooses to request the filing of restrictive covenants, said restrictive covenants will be filed by Aqua in the real property or plat records of the county where the Subdivision is located. Aqua will file the appropriate instrument to release the restrictive covenants when Developer Project is complete; however, if Developer Project is larger than 10 lots and completed in stages, Aqua will release specific lots from the restrictive covenants in groups of not less than 10 lots.

In the event, Developer chooses to submit a LOC as set out herein, Developer must first submit construction plans and specifications for Developer's Project, including a detailed cost estimate, to Aqua for its review and approval. Aqua shall have 30 days to review and approve the plans and cost estimate for Developer's Project.

The LOC shall be in an amount equal to the detailed cost estimate for Developer's Project plus 15% contingencies, shall be irrevocable, issued by a state or federally chartered banking institution, payable to Aqua Water Supply Corporation and have a one year term. Aqua will release the LOC to Developer at the time the Developer's Project has been completed and accepted by Aqua.

If Developer's Project is not constructed within 30 days of the expiration date of the LOC, then Aqua will cash the LOC and construct Developer's Project. Any amounts remaining from the LOC after payment of all costs resulting from the construction of Developer's Project shall be refunded to Developer.

If Developer desires to extend the LOC beyond the one year term, a request for a substitute LOC must be submitted to Aqua not later than 60 days prior to the expiration of the LOC. Developer shall submit a revised cost estimate for Developer's Project for Aqua's review and approval. The amount of the successor LOC must include any cost increases for construction of Developer's project. The substitute LOC shall be submitted to Aqua not later than 30 days prior to the expiration of the LOC. Upon Aqua's receipt of a substitute LOC, Aqua will release the previous LOC to Developer.

Once water supply capacity has been reserved and allocated to a particular tract of land and Aqua has indicated on a final plat that water service is available to the land, the water supply capacity shall not be transferred to other land.

F. One Time Eligibility for Refund of Capacity Reservation Fees

A Developer who has paid commitment fees but has not received approval of the subdivision plat from a local governmental entity having jurisdiction and authority to approve subdivision plats in the area in which the proposed Subdivision is located, may request a refund of commitment fees, less any costs and expenses incurred by Aqua in connection with the proposed Subdivision provided the following additional conditions are satisfied:

1. Not more than 90 days have elapsed since the date the commitment fees were paid to Aqua; and,
2. The Developer has not received a previous refund of commitment fees in connection with the land on which the proposed Subdivision is located; and
3. No plat has been filed of record indicating that Aqua will provide service to the proposed Subdivision.

The General Manager shall determine the Developer's eligibility for a refund and the amount of refund to be made, if any. Any unrecorded plat bearing an original signature showing Aqua's commitment for service to a proposed Subdivision must be returned to Aqua with the request for a refund. The 90 day deadline for requesting a refund may be extended for a period of 30 days for good cause by action of the Board of Directors. A request for the extension that states the grounds for good cause must be submitted to Aqua no less than seven days prior to the last Board of Directors meeting that is held within the 90 day period.

G. Transfer of Reserved Capacity Prohibited

Any agreement entered into in accordance with this policy shall only be a commitment to provide water to the specific tract of land described in the Reserved Capacity Agreement.

H. Recording of Information Concerning Water Availability

When a tract of land is subdivided and water supply capacity is not reserved for the entire tract, Aqua may file a notice concerning water availability in the real property records of the county in which the tract of land is located. The notice may reference the agreement between Aqua and the Developer and the notice may specify the portions of the tract of land for which water service is available and the residual portions of the tract of land for which no water supply capacity has been reserved.

V. Obtaining Water Service in Small Subdivisions Containing No More than Four Lots or Parcels

This Section applies to an application for setting a meter and providing water service to a lot or parcel of land where the lot or parcel results from subdividing a tract of land into 4 or less lots or parcels, and where the Developer has not complied with the requirements of these

Rules and Regulations Concerning Aqua's Service to Subdivisions. Subject to availability of water supply capacity in Aqua's System, an applicant, other than the Developer, may obtain service to a single lawfully platted lot or a single lawfully subdivided parcel by payment of the membership fee, the applicable meter installation and System Development Fees, and the capacity reservation fee required by Section IV.A of these Rules and Regulations. Additionally, if an extension of Aqua's water supply lines is necessary to provide water service to the lot or parcel, the applicant must pay all costs which the Developer would have been required to pay to receive service, including but without limitation, those costs to extend Aqua's General Purpose Transmission Facilities and the cost of materials and installation of an adequately sized water line to deliver water to the lot or parcel, which in no case shall be smaller than a four (4) inch line.

VI. Construction Rules and Regulations

A. A preliminary or final plat and water facilities plan must be submitted to Aqua and approved by Aqua's Engineer before construction of Developer Project commences. There shall be a non-refundable fee of \$50 per LUE to review the water facilities plan internal to the subdivision. The water facilities plan shall include the plans and specifications (construction drawings) of the improvements to be located within the subdivision and a description of the rights-of-way in the subdivision in which the facilities will be constructed. The preliminary or final plat and plan must be approved, if needed, by:

1. The county or counties in which the land is located;
2. The governing body of any city within whose corporate or extraterritorial jurisdiction the Subdivision lies;
3. The United States Fish and Wildlife Service and/or the Texas Parks and Wildlife Department; and
4. Any other person or political subdivision whose approval will be required before Aqua can provide the service contemplated by the Developer's request.

A Developer may also meet the requirements of VI.A.1. with a statement in writing from a county or counties that approval of the plat is not required. In the event there is no response from the pertinent county or counties regarding plat approval or exemption, the Developer shall submit written documentation establishing that approval of the plat by the pertinent county or counties is not required.

B. Easements

1. Easements for Approach Main

Before construction of the Developer Project begins, the Developer shall dedicate to Aqua, or pay the cost of acquiring, title to a 15 foot permanent easement and an adjacent 15 foot temporary workspace easement, which easements shall run from Aqua's existing General Purpose Transmission Facilities to the Developer's subdivision. The 15 foot permanent easement shall include exclusive easement rights to a 5 foot wide strip of land, the center line of which shall be defined as the center line of the water line as

installed. These costs shall be payable in the form of a Cashiers Check or other form of payment approved by the Board of Directors or Aqua's General Manager.

2. Easements for Developer Project

The Developer shall dedicate to Aqua all easements within the subdivision necessary for water line construction within the subdivision and shall dedicate such additional easements as are necessary where a deviation from dedicated utility easements is deemed necessary by Aqua. In locations where the applicable county commissioner's court or municipal governing body has approved specific utility location assignments within public utility easements (PUE), internal water distribution lines shall be installed within the PUE at the location assigned for water utility service. Where specific utility location assignments are not applicable, every easement for water lines within the subdivision shall have a minimum width of 15 feet. All water line easements shall be shown on the final recorded plat of the subdivision.

3. Boundary Easements

The Developer shall dedicate to Aqua title to a 15 foot permanent easement and an adjacent 15 foot temporary workspace easement along all roads and highways adjoining the subdivision for future water line construction. The 15 foot permanent easement shall include exclusive easement rights to a 5 foot wide strip of land, the center line of which shall be defined as the center line of the water line as installed.

4. Clearing of Easements

The Developer shall bear the cost of clearing and chipping the entire width of: (1) all easements which run from Aqua's existing General Purpose Transmission Facilities to the Developer's subdivision; (2) all easements within the subdivision necessary for water line construction within the subdivision; (3) all additional easements necessary where a deviation from dedicated utility easements is deemed necessary by Aqua; and (4) all public utility easements, if an applicable County Commissioner's Court or municipal governing body has approved specific utility location assignments within the public utility easement.

- C. The Developer shall pay all costs of obtaining right-of-way easements necessary to connect the Developer Project to Aqua's General Purpose Transmission Facilities, whether or not the easements are in the Subdivision. These costs shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors or Aqua's General Manager.

- D. All Subdivisions shall meet the conditions of all local, state, and federal agencies having regulatory authority over lot sizes, sewage control, drainage, and right-of-way. When possible, meters should not be placed in locations where they may be subjected to vehicular traffic, such as a meter placed under a driveway providing access to a dwelling. If a Developer desires that one or more meters be placed in a location where, in the opinion of Aqua, the meter(s) may reasonably be subjected to vehicular traffic of any sort, then the report produced by Aqua's Engineer will also include an estimate of the cost to Developer of providing one or more meter boxes designed and constructed to minimize the likelihood of damage to the meter resulting from said vehicular traffic.
- E. The Developer shall provide accurate on-the-ground markings of all Developer Projects in conformance to Aqua's requirements.
- F. The Developer shall provide sufficient notification to Aqua to allow Aqua to observe critical elements of construction. These include, but are not limited to:
1. Water line and facility installation;
 2. Connections to existing mains;
 3. Pressure testing procedures; and
 4. The testing of all water facilities.

If Developer fails to comply with the above, Aqua may require Developer to have the constructed facilities uncovered and exposed for Aqua's inspection. In any event, the integrity of the facilities is the responsibility of Developer.

- G. Aqua may, if necessary, acquire any essential land or easements by eminent domain in order to provide service to a subdivision. The Developer shall pay all expenses associated with such condemnation proceedings, including legal, engineering, the award of the Commissioners or the Court, and the like. These costs shall be payable in the form of a Cashier's Check or other form of payment approved by the Board of Directors or Aqua's General Manager.
- H. Oversizing
1. Oversizing by Aqua. It may be necessary from time to time for Aqua to oversize improvements which are contemplated by the Developer, or Developers, to either its Production and Storage Facilities, its General Purpose Transmission Facilities, or the Developer Project. The decision on whether to oversize such facilities shall lie exclusively with Aqua. Aqua shall bear the cost of all oversizing requested by Aqua. Should Aqua, in Aqua's sole discretion, determine that: (1) Aqua does not have funds available for such oversizing at the time a request for service is received so that the Developer would, in the Developer's opinion, be delayed from proceeding with its Subdivision, or (2) Aqua's available funds should not be

used for oversizing on Developer Project at the time a request for service is received, Aqua will agree to enter into a contract where all such oversizing is paid by the Developer and Aqua will reimburse the Developer out of future capacity reservation fees. Aqua will agree to, on an annual basis, make an accounting of the capacity reservation fees that have been received for the preceding year which utilized capacity in the System which was oversized at the expense of the Developer and pay the Developer an amount equal to 60% of such fees until Developer is fully compensated for the cost of funding Aqua's oversizing. Provided, however, Aqua shall not pay interest on the funds which the Developer has expended for such oversizing. Additionally, the term of such contract shall not exceed ten years. At the expiration of the term of the contract, Aqua shall have no further obligation to reimburse the Developer for funds expended in such oversizing.

2. Oversizing by Developer. If Aqua's Board of Directors has determined that Aqua should construct an improvement to Aqua's General Purpose Transmission Facilities to serve the needs of existing members and such facilities may reasonably be oversized to provide capacity for a Developer Project, the Developer will be allowed to enter a contract with Aqua to have the facilities oversized to provide capacity for Developer Project provided that Developer pays the incremental cost to oversize the facilities beyond the capacity that Aqua would have constructed.

VII. Acceptance

- A. Aqua shall approve all facilities constructed in its Service Area. The cost for these services shall be borne by the Developer under this policy.
- B. Aqua will accept the dedicated facilities only if the facilities are constructed in strict conformance with the previously approved construction plans and specifications. .
- C. Aqua will, at the expense of the Developer, inspect and test the facilities to ensure that Aqua's standards are met.
- D. After receipt of as-built drawings, letters of acceptance and final Developer Project approval from Aqua, Aqua shall accept the Developer Project, provided the Developer has complied with other applicable portions of these rules and regulations including but not limited to Section VI. F. above.
- E. Aqua shall not provide service to a Subdivision until (1) the Developer has paid all amounts owed to Aqua under these rules and regulations, (2) the facilities have achieved compliance with applicable hydraulic standards, (3) the Developer has submitted documentation of a satisfactory bacteriological test for the facilities, and (4) Developer has presented Aqua a certificate applicable to the Subdivision issued pursuant Section 212.0115 of the Texas Local Government Code if the subdivision is within the jurisdiction of a municipality under Section 212.0115(a) of the Texas Local Government Code. Until the requirements of this subsection are

satisfied Aqua will not provide water to the Subdivision for any purpose other than testing or flushing.

- F. Upon acceptance of Developer's Project, Aqua will sign the plat or release the Restrictive Covenants.

VIII. USDA – Rural Development

The Developer recognizes that Aqua must comply with USDA – Rural Development rules and regulations as promulgated from time to time as those rules and regulations apply to the service, rates, and capacity addition of Aqua.

IX. Obtaining Water Service for Subdivided Tracts of Land Not in Compliance with Rules and Regulations and Tariff

This Section applies to an application for setting a meter and providing water service to a lot or parcel of land where the lot or parcel results from subdividing a tract of land into 5 (five) or more lots or parcels, and where the Developer has not complied with the requirements of these Rules and Regulations Concerning Aqua's Service to Subdivisions.

Applications submitted to AWSC under this section must meet the following conditions:

1. The tract that is the subject of the application is located:
 - a. in a subdivision of tracts that is exempt from a county's platting requirements;
 - b. in a county that does not indicate whether or not water services is available on a subdivision plat; or
 - c. in a county that indicates with a notation or statement that Aqua WSC is the water provider, but the Developer has not complied with Aqua's Rules and Regulations and Tariff.
2. The Applicant pays the required feasibility study fee.

Subject to availability of water supply capacity in Aqua's System, an applicant, other than the Developer, may obtain service to a single lawfully platted lot or a single lawfully subdivided parcel by payment of the membership fee, the applicable meter installation and System Development Fees, and the capacity reservation fee required by Section IV. A of these Rules and Regulations. Additionally, if an extension of Aqua's water supply lines is necessary to provide water service to the lot or parcel, the applicant must pay all costs which the Developer would have been required to pay to receive service, including but without limitation, those costs to extend Aqua's 'General Purpose Transmission Facilities and the cost of materials and installation of an adequately sized water line to deliver water to the lot or parcel, which in no case shall be smaller than a six (6) inch line.

**EXHIBIT A
TO APPENDIX B**

RESTRICTIVE COVENANT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

WHEREAS, _____,
a _____ (the "Owner"), whose address is _____, is
the owner of the following real property in _____ County, Texas:

_____, a subdivision
in _____ County, Texas, according to the plat recorded in Book ____,
Pages __-__, Plat Records of _____ County, Texas (the "Property");
and

WHEREAS, Aqua Water Supply Corporation ("Aqua") and the Owner have agreed that
the Property should be impressed with certain covenants and restrictions running with the land
and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the Owner hereby agrees as follows with respect to the
Property, which agreement will constitute a covenant running with the Property and will be
binding on the Owner, its successors and assigns:

1. No portion of the Property may be sold transferred or conveyed prior to the final
acceptance of the water utility improvements for the Property by Aqua and Aqua has filed notice
of such acceptance in the real property records of the county; however, utility easements required
to serve the Property may be dedicated to the public and/or the applicable utility provider.

2. If all of the water utility improvements required by Aqua for the Property, as
more fully described in the Agreement to Construct an Approach Main Extension and to Reserve
Water Supply Capacity between the Owner Aqua dated _____, 20__, are not complete
and accepted by Aqua by _____, 20__, then this covenant and agreement will constitute
an application to Aqua for the vacation of the reservation of water for the Property.

3. If any person or entity violates or attempts to violate this agreement and covenant,
Aqua, or its successors and assigns, may prosecute proceedings at law or in equity against the
person or entity violating or attempting to violate this agreement and covenant and may prevent
said person or entity from violating or attempting to violate this agreement or covenant.

4. If any part or provision of this agreement and covenant is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

5. Any failure of Aqua, its successors and assigns, to enforce this agreement and covenant, whether the violations are known or not, will not constitute a waiver or estoppel of Aqua's right to do so.

6. This agreement may be modified, amended or terminated only by joint action of both (a) the General Manager of Aqua or another duly authorized representative of the Aqua, and (b) the owners of the Property at the time of the modification, amendment or termination.

EXECUTED this ___ day of _____, 20__.

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____,
20__, by _____, _____ of _____, a Texas
_____, _____ of _____.

Notary Public in and for the State of Texas

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
Bastrop, Texas

Dale FM 86 Subdivision
Caldwell County, Texas

PRELIMINARY COST SUMMARY
(February 4, 2021)

Item/Description	Quantity	Unit Price	Estimated Cost
4" SDR-21 PVC	60 LF	\$8	\$480.00
4" Certa-Lok Yelomine Pipe	225 LF	\$25	\$5,625.00
Sand Bedding	110 LF	\$5	\$550.00
12-ga. Tracer Wire (taped to pipe twice per joint)	285 LF	\$0.50	\$142.50
M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands	150 Lbs	\$5	\$750.00
Bore w/ 8" Steel Casing at TxDOT Road Crossing	100 LF	\$120	\$12,000.00
Bore w/ 8" PVC Casing at Water Line Crossings and Finished Driveway Crossings	75 LF	\$100	\$7,500.00
4" Gate Valve w/ Valve Box and Restraint Glands	7 Ea	\$950	\$6,650.00
4" Wet Connection	2 Ea	\$2,500	\$5,000.00
Erosion Control w/ Silt Fencing	110 LF	\$4	\$440.00
Clearing & Chipping	110 LF	\$2	\$220.00
Trench Safety	110 LF	\$2	\$220.00

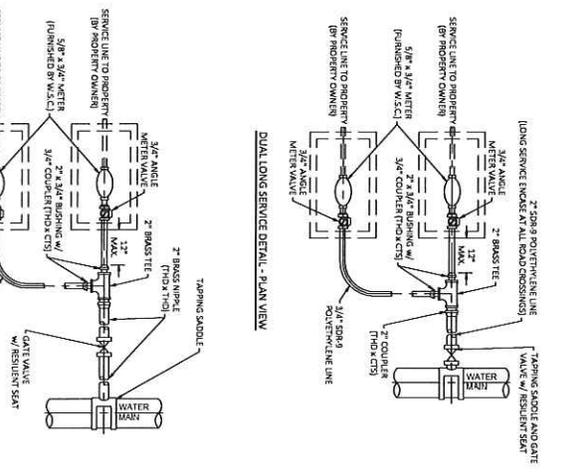
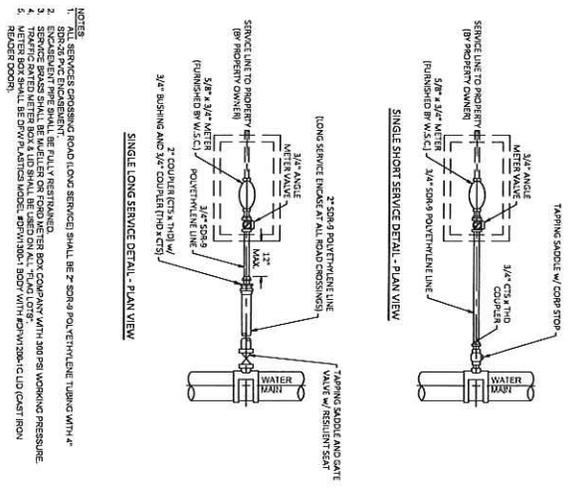
Construction Total:	\$39,577.50
Contingencies (approx. 10% of const.)	\$3,960
Engineering (approx. 12% of const.)	\$4,750
Capacity Reservation Fee (\$600 x 175 LUEs)	\$105,000
Subdivision Review Fee (\$50 x 175 LUEs)	\$8,750
Surveying & Staking	\$570
Legal	\$2,000
Easements & Right-of-Way	By Developer
TxDOT Permit and Approval	\$300

Grand Total:	\$164,907.50
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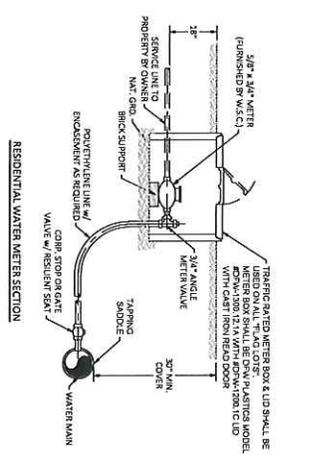
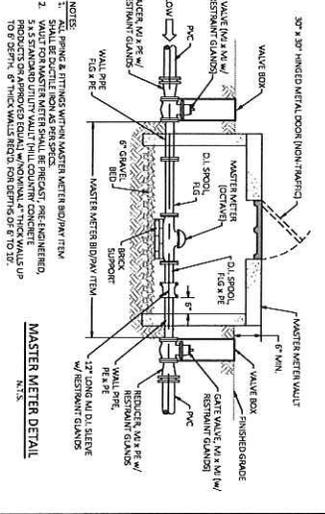
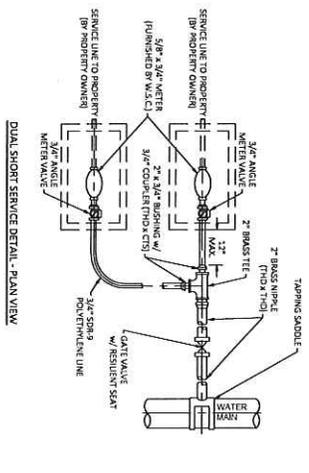
NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.

Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited. The use of these drawings is restricted to the project for which they were prepared and may not be used for any other project without the written permission of STEGER & BIZZELL ENGINEERING, INC.

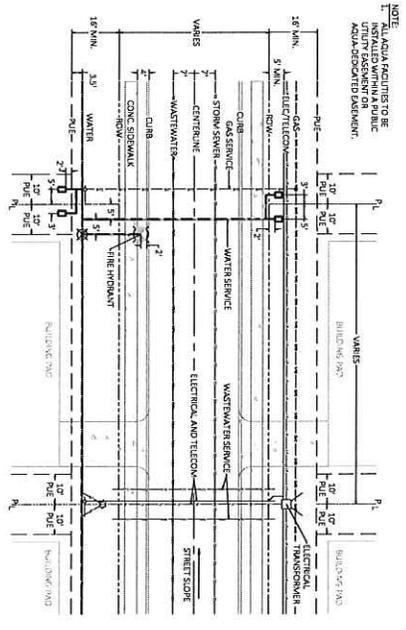
RESIDENTIAL METER DETAILS
N.T.S.



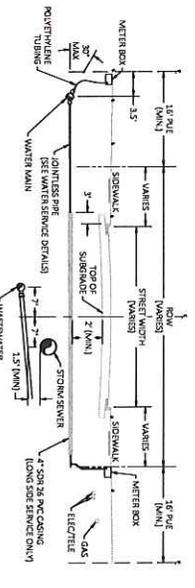
DUAL SHORT SERVICE DETAIL - PLAN VIEW



TYPICAL UTILITY PLAN
N.T.S.



TYPICAL UTILITY PROFILE
N.T.S.



AQUA
WATER SUPPLY CORPORATION

NO.	REVISION	DATE	BY	CHK'D BY



STEGER & BIZZELL
ENGINEERS

STANDARD DETAILS (2 OF 2)
for
AQUA WATER SUPPLY CORPORATION
BASTROP, TEXAS

Caldwell County Agenda Item

AGENDA DATE: March 12, 2024

Type of Agenda Item: Subdivision

Subject: To approve public improvements in Tumbleweed Estates Phase 1 for permanent county maintenance and release the two-year maintenance bond.

Costs: \$0.00

Agenda Speakers: Hoppy Haden/Dyral Thomas/Donald Leclerc

Backup Materials: Attached

Total # of Pages: 3



OLD REPUBLIC

Old Republic Surety Company
Old Republic Insurance Company

MAINTENANCE BOND

BOND NO.: LFB5945505

KNOW ALL MEN BY THESE PRESENTS: That McDamuth Construction, LLC as Principal, and Old Republic Surety Company, a corporation organized under the laws of the State of WI and authorized to do a surety business in the State of Texas, with office at _____, as Surety, are held and firmly bound unto Caldwell County, Texas

in the sum of Fifty Six Thousand Three Hundred Ninety Seven & 80/100's (\$ 57,397.80), lawful money of the United States of America, for the payment of well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 2nd day of February, 2022.

WHEREAS, on the _____ the said McDamuth Construction, LLC, as contractor, entered into a contract for Tumbleweed Estates Subdivision Improvements: Roadway, Drainage and Water

for the sum of Fifty Six Thousand Three Hundred Ninety Seven & 80/100's (\$ 57,397.80); and,

WHEREAS, under the terms of the specifications for said work, the said McDamuth Construction, LLC is required to give a bond for Fifty Six Thousand Three Hundred Ninety Seven & 80/100's (\$ 57,397.80), to protect Tumbleweed Estates Subdivision Improvements: Roadway, Drainage and Water against the result of faulty materials or workmanship for a period of Two(2) year(s) from and after the date of the completion and acceptance of same, namely until 2/2/2024.

NOW THEREFORE, if the said McDamuth Construction, LLC shall for a period of Two(2) year(s) from and after the date of the completion and acceptance of same by Caldwell County replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligation to be void; otherwise to remain in full force and effect.

Principal: McDamuth Construction, LLC

By: _____

Surety: Old Republic Surety Company

By: John W. Schuler

Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Steven W. Dobson, Walter E. Benson Jr., John W. Schuler of Austin, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2020

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89 5896
ORSC 22262 (3-06)



Signed and sealed at the City of Brookfield, WI this 2nd day of February, 2022

Karen J. Haffner
Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.