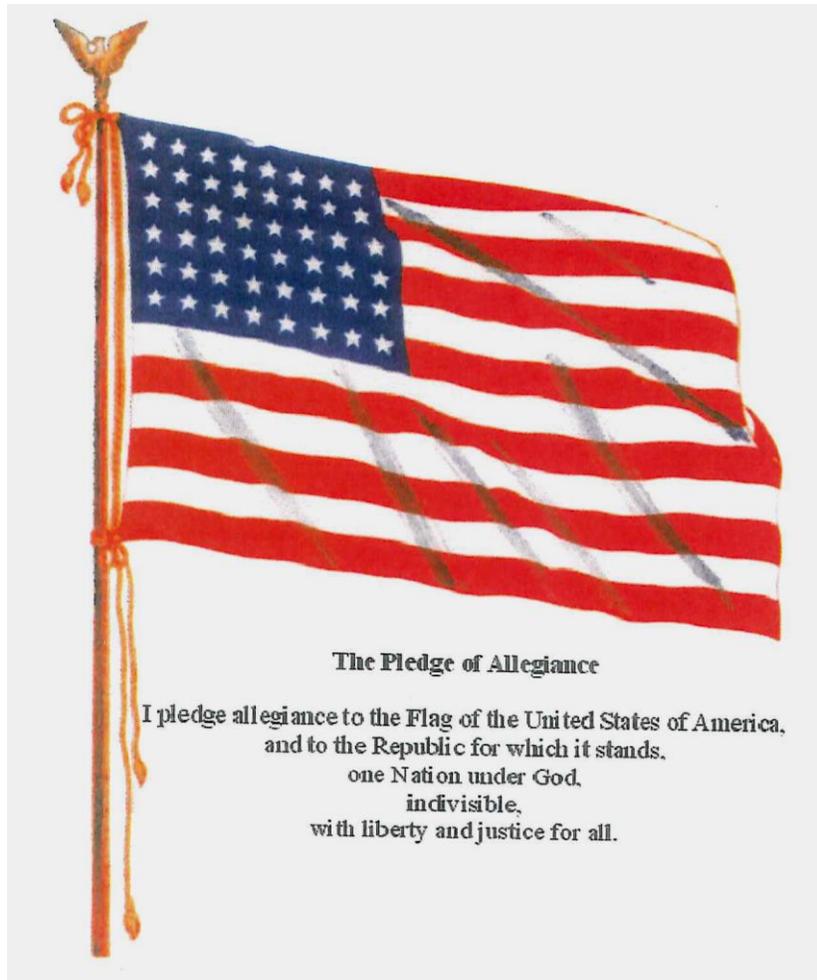


COMMISSIONERS COURT AGENDA

October 10, 2023

Invocation

Pledge of Allegiance to the Flag



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

Pledge to the Texas Flag



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

Announcements:

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

Citizens' Comments:

At this time, any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day.)

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

- 1. Approve payment of County Invoices and County Purchase Orders: \$416,064.70**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

To approve payments of County invoices and Purchase Orders in the amount of \$416,064.70

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

3. **Backup Materials:** None To Be Distributed 26 total # of backup pages (including this page)

4. 
Signature of Court Member

10/31/2023
Date



Caldwell County, TX

Payment Register

APPKT12936 - AP 10.10.2023

01 - Vendor Set 01

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

Vendor Number	Vendor Name					Total Vendor Amount
AMACOM	AMAZON.COM SALES, INC					269.12
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		269.12
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
13QX-MIYL-1M41	OFFICE SUPPLIES	09/17/2023	10/10/2023	0.00		73.68
1GFT-NJ63-11TM	OFFICE SUPPLIES	09/16/2023	10/10/2023	0.00		55.99
1NC1-WQL1-RWNL	MACHINERY & EQUIPMENT	09/23/2023	10/10/2023	0.00		139.45

Vendor Number	Vendor Name					Total Vendor Amount
AMESTR	AMERICAN STRUCTUREPOINT, INC					6,326.79
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		6,326.79
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
167759	8/1/2023-8/31/2023	09/25/2023	10/10/2023	0.00		6,326.79

Vendor Number	Vendor Name					Total Vendor Amount
AMYRUS	AMY RUSSELL					1,051.17
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		1,051.17
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
09252023	COURT REPORTERS CONVENTION 09/07-10/2023	09/25/2023	10/10/2023	0.00		1,051.17

Vendor Number	Vendor Name					Total Vendor Amount
ASCO	ASSOCIATED SUPPLY COMPANY, INC					129.48
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		129.48
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
PSO442858-1	SUPPLIES & SMALL TOOLS	09/21/2023	10/10/2023	0.00		129.48

Vendor Number	Vendor Name					Total Vendor Amount
AT0189	AT&T					62,399.25
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		62,399.25
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
09.05.2023	Acct 512 A13-0189 725 3	09/05/2023	10/10/2023	0.00		62,062.45
09052023	ATT Fiber Line Blanket PO FY 22-23	09/05/2023	10/10/2023	0.00		336.80

Vendor Number	Vendor Name					Total Vendor Amount
AUSPSY	AUSTIN PSYCHOLEGAL CONSULTING, PLLC					3,300.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		3,300.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
23-081	COMPETENCY/SANITY EVAL OF CARLOS CRUZ	09/18/2023	10/10/2023	0.00		3,300.00

Vendor Number	Vendor Name					Total Vendor Amount
BELCLE	BELL COUNTY CLERK'S OFFICE					660.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/03/2023		660.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
23CMI00828	Sanity Hearing -Cause # 23CMI828	08/18/2023	10/10/2023	0.00		660.00

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number <u>BLUETR</u>	Vendor Name BLUEBONNET TRAILS MHMR			Total Vendor Amount 1,100.00	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 1,100.00		
Payable Number <u>27-08-2023</u>	Description Aug 2023	Payable Date 09/05/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,100.00

Vendor Number <u>BRAMAT</u>	Vendor Name BRAUNTEX MATERIALS, INC.			Total Vendor Amount 52,293.22	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 52,293.22		
Payable Number <u>150018</u>	Description Acct # 1600	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 14,958.00
Payable Number <u>150019</u>	Description Acct 1600	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 37,335.22

Vendor Number <u>CALTAX</u>	Vendor Name CALDWELL COUNTY TAX ASSESSOR			Total Vendor Amount 22.50	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 7.50		
Payable Number <u>1097082 2023</u>	Description JUVE PROB LIC#1097082 WIN#7553	Payable Date 09/28/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 7.50
Check				10/03/2023	7.50
Payable Number <u>1342537 2023</u>	Description JUV PROB LIC#1342537 VIN#7289	Payable Date 09/28/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 7.50
Check				10/03/2023	7.50
Payable Number <u>KYM6308 2023</u>	Description LICENSE#KYM6308 VIN#1085	Payable Date 09/21/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 7.50

Vendor Number <u>CARSER</u>	Vendor Name CARD SERVICE CENTER			Total Vendor Amount 6,827.48	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 6,827.48		
Payable Number <u>0239182081523</u>	Description FAX & INTERNET	Payable Date 08/15/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 204.26
Payable Number <u>0239182090423</u>	Description FAX & INTERNET	Payable Date 09/04/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 316.63
Payable Number <u>08232023</u>	Description PIC-N-PAC	Payable Date 08/23/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 37.03
Payable Number <u>08242023</u>	Description HEB GAS	Payable Date 08/24/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 19.19
Payable Number <u>09.11.2023</u>	Description CHEVRON	Payable Date 09/11/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 48.00
Payable Number <u>09.15.2023 CARSER</u>	Description Splashtop Renewal FY 22-23	Payable Date 09/15/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 4,986.48
Payable Number <u>09.18.23 CARSER</u>	Description Little Guys Moving - Purchasing	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 719.97
Payable Number <u>09012023</u>	Description OFFICE SUPPLIES	Payable Date 09/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 18.30
Payable Number <u>09112023</u>	Description CHEVRON	Payable Date 09/11/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 46.00
Payable Number <u>09142023</u>	Description OPERATING SUPPLIES	Payable Date 09/14/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 15.99
Payable Number <u>14-23-00243-CV</u>	Description INSURANCE	Payable Date 09/11/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 5.00
Payable Number <u>14-23-00243-CV 1</u>	Description INSURANCE	Payable Date 09/11/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 5.00
Payable Number <u>14-23-00243-CV 2</u>	Description INSURANCE	Payable Date 09/11/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1.00
Payable Number <u>1436865</u>	Description FAX & INTERNET	Payable Date 09/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 157.46
Payable Number <u>66358467</u>	Description FAIRMONT- JUDGE HADEN	Payable Date 08/28/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 247.17

Vendor Number <u>CASDAR</u>	Vendor Name CASE J. DARWIN			Total Vendor Amount 2,171.30	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 2,171.30		
Payable Number <u>23-092</u>	Description CAUSE NO. 23-092	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,042.00
Payable Number <u>23-123</u>	Description CAUSE NO. 23-123	Payable Date 09/25/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,129.30

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number <u>CENAIR</u>	Vendor Name CENTURY HVAC DISTRIBUTING, L.P.			Total Vendor Amount 2,658.37	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 2,658.37		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
111478052	OPERATING SUPPLIES	09/13/2023	10/10/2023	0.00	349.00
111478059	OPERATING SUPPLIES	09/13/2023	10/10/2023	0.00	93.48
111478283	CALDWELL CO COURTHOUSE	09/13/2023	10/10/2023	0.00	230.80
111478511	BUILDING MAINTENANCE- LOCKHART	09/14/2023	10/10/2023	0.00	349.00
111478514	Unit Road AC	09/14/2023	10/10/2023	0.00	1,636.09

Vendor Number <u>SPEBUS</u>	Vendor Name CHARTER COMMUNICATIONS HOLDINGS, LLC			Total Vendor Amount 10,360.15	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 10,360.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000426090823	Acct 8260 16 300 0000426	09/08/2023	10/10/2023	0.00	10,360.15

Vendor Number <u>CINTAS</u>	Vendor Name CINTAS CORPORATION #86			Total Vendor Amount 309.86	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 309.86		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4166361407	UNIFORMS	08/31/2023	10/10/2023	0.00	51.28
4167720447	Cintas Blanket PO FY 22-23	09/14/2023	10/10/2023	0.00	52.37
4167720664	UNIFORMS	09/14/2023	10/10/2023	0.00	51.28
4168435920	Cintas Blanket PO FY 22-23	09/21/2023	10/10/2023	0.00	52.37
4168436152	UNIFORMS	09/21/2023	10/10/2023	0.00	51.28
4169133169	UNIFORMS	09/28/2023	10/10/2023	0.00	51.28

Vendor Number <u>CLIMCC</u>	Vendor Name CLIFFORD W. MCCORMACK			Total Vendor Amount 7,572.00	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 7,572.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
09-FL-414	CAUSE NO. 09-FL-414	09/25/2023	10/10/2023	0.00	297.00
21-173	CAUSE NO. 21-173	09/18/2023	10/10/2023	0.00	200.00
21-FL-048	CAUSE NO. 21-FL-048	09/25/2023	10/10/2023	0.00	360.00
22-002	CAUSE NO. 22-002	09/18/2023	10/10/2023	0.00	600.00
22-059/20-335	CAUSE NO. 22-059/20-335	09/18/2023	10/10/2023	0.00	1,505.00
23-073	CAUSE NO. 23-073	09/18/2023	10/10/2023	0.00	1,105.00
23-202	CAUSE NO. 23-202	09/18/2023	10/10/2023	0.00	1,005.00
2947-23CC	CAUSE NO. 2947-23CC	09/22/2023	10/10/2023	0.00	700.00
2980-23CC	CAUSE NO. 2980-23CC	09/22/2023	10/10/2023	0.00	400.00
47410/48257	CAUSE NO 47410/48257	09/20/2023	10/10/2023	0.00	650.00
48865	CAUSE NO 48865	09/14/2023	10/10/2023	0.00	750.00

Vendor Number <u>COLWIS</u>	Vendor Name COLIN WISE			Total Vendor Amount 1,550.00	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 1,550.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2981-23CC	CAUSE NO. 2981-23CC	09/22/2023	10/10/2023	0.00	300.00
47907	CAUSE NO. 47907	09/20/2023	10/10/2023	0.00	800.00
48065	CAUSE NO. 48065	09/20/2023	10/10/2023	0.00	450.00

Vendor Number <u>COOCOR</u>	Vendor Name COOKS CORRECTIONAL			Total Vendor Amount 511.45	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 511.45		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
N784939	OPERATING SUPPLIES	06/08/2023	10/10/2023	0.00	272.94

Payment Register

APPKT12936 - AP 10.10.2023

N795545	OPERATING SUPPLIES	08/21/2023	10/10/2023	0.00	238.51
Vendor Number	Vendor Name				Total Vendor Amount
DANPEA	DANIEL P PEACOCK				120.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	120.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
09212023	MINOR DECOY-TOBACCO STINGS	09/21/2023	10/10/2023	0.00	120.00
Vendor Number	Vendor Name				Total Vendor Amount
DELCOM	DELL MARKETING L.P.				313.02
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	313.02		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10696629970	MACHINERY & EQUIPMENT-DELL 24 MONITOR	10/01/2023	10/10/2023	0.00	313.02
Vendor Number	Vendor Name				Total Vendor Amount
DEWPOT	DEWITT POTHS & SON				3,338.31
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	3,338.31		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
730033-1	OFFICE SUPPLIES	09/08/2023	10/10/2023	0.00	101.15
730033-2	OFFICE SUPPLIES	09/11/2023	10/10/2023	0.00	4.85
730037-0	OFFICE SUPPLIES	09/08/2023	10/10/2023	0.00	183.80
730061-0	OFFICE SUPPLIES	10/01/2023	10/10/2023	0.00	241.14
730144-0	OFFICE SUPPLIES	09/11/2023	10/10/2023	0.00	308.50
730144-1	OFFICE SUPPLIES	09/12/2023	10/10/2023	0.00	165.98
730144-2	OFFICE SUPPLIES	09/14/2023	10/10/2023	0.00	82.99
730144-3	OFFICE SUPPLIES	09/14/2023	10/10/2023	0.00	82.99
730217-0	OFFICE SUPPLIES	09/11/2023	10/10/2023	0.00	191.05
730382-0	OFFICE SUPPLIES	09/12/2023	10/10/2023	0.00	215.00
730888-0	New Desk Purchasing	09/18/2023	10/10/2023	0.00	1,465.00
731371-0	OFFICE SUPPLIES	09/22/2023	10/10/2023	0.00	295.86
Vendor Number	Vendor Name				Total Vendor Amount
FRE AUS	DOGGETT FREIGHTLINER OF AUSTIN				199.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	199.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
R105007509.01-1	REQ02487 Transmission Issues Part 2	08/07/2023	10/10/2023	0.00	199.00
Vendor Number	Vendor Name				Total Vendor Amount
DOGFRE	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC				248.82
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	248.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
X112033784 01	SUPPLIES & SMALL TOOLS	09/08/2023	10/10/2023	0.00	248.82
Vendor Number	Vendor Name				Total Vendor Amount
DWDUG	DWIGHT DUGGINS				90.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	90.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2023123-183646-SLSSVUQO	OSS ACADEMY TRAINING	01/23/2023	10/10/2023	0.00	90.00
Vendor Number	Vendor Name				Total Vendor Amount
EDUESC	EDUARDO XAVIER ESCOBAR				450.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		10/03/2023	450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2985-23-CC	CAUSE NO. 2985-23-CC	09/22/2023	10/10/2023	0.00	450.00

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number ELESYS	Vendor Name ELECTION SYSTEMS & SOFTWARE INC.			Total Vendor Amount 536.85	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 536.85
Payable Number CD2065433	Description Poll Book Repair	Payable Date 08/30/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 536.85

Vendor Number ELSLAC	Vendor Name ELSIE LACY			Total Vendor Amount 665.98	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 665.98
Payable Number 09252023	Description 4-H MTG/YOUTH GRILL OFF SET UP/HEALTH FAIR	Payable Date 09/25/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 98.26
09282023	TEAFCS/ADMIN-ELSIE LACY	09/28/2023	10/10/2023	0.00	567.72

Vendor Number ERGASP	Vendor Name ERGON ASPHALT AND EMULSIONS, INC.			Total Vendor Amount 66,290.30	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 66,290.30
Payable Number 9403020542	Description 912994	Payable Date 09/07/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 17,860.36
9403021531	912994	09/07/2023	10/10/2023	0.00	17,637.17
9403022614	Ergon Asphalt Blanket PO FY 22-23	09/08/2023	10/10/2023	0.00	5,360.19
9403023662	912994	09/11/2023	10/10/2023	0.00	90.00
9403023663	912994	09/11/2023	10/10/2023	0.00	215.94
9403025395	912994	09/13/2023	10/10/2023	0.00	6,222.60
9403026571	912994	09/14/2023	10/10/2023	0.00	6,232.38
9403028329	912994	09/15/2023	10/10/2023	0.00	180.00
9403030225	912994	09/19/2023	10/10/2023	0.00	6,288.64
9403031560	912994	09/20/2023	10/10/2023	0.00	6,203.02

Vendor Number FARBR0	Vendor Name FARMER BROTHERS. CO.			Total Vendor Amount 670.52	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 670.52
Payable Number 93464178	Description 6302473	Payable Date 09/25/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 670.52

Vendor Number BUTBAK	Vendor Name FLOWERS BAKING CO. OF SAN ANTONIO			Total Vendor Amount 2,310.65	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 2,310.65
Payable Number 4038387260	Description Cust 0040078309	Payable Date 09/04/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 499.87
4038387376	Cust 0040078309	09/11/2023	10/10/2023	0.00	630.54
4038387482	cust 0040078309	09/18/2023	10/10/2023	0.00	527.47
4038387580	cust 0040078309	09/25/2023	10/10/2023	0.00	652.77

Vendor Number GABSAL	Vendor Name GABI SALDANA			Total Vendor Amount 621.68	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 621.68
Payable Number 09212023	Description TAC AUDITORS FALL CONFERENCE-SOUTH PADRE	Payable Date 10/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 621.68

Vendor Number GALLS	Vendor Name GALLS			Total Vendor Amount 110.00	
Payment Type Check	Payment Number			Payment Date 10/03/2023	Payment Amount 110.00
Payable Number 025423119	Description PATCHES	Payable Date 08/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 110.00

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number <u>GLOGAR</u>	Vendor Name GLORIA GARCIA				Total Vendor Amount 620.37
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 620.37	
Payable Number <u>09262023</u>	Description TAC AUDITOR'S FALL CONF 10/16-20/2023	Payable Date 10/01/2023	Due Date 10/01/2023	Discount Amount 0.00	Payable Amount 620.37

Vendor Number <u>GOOAUT</u>	Vendor Name GOODYEAR AUTO SERVICE CENTER				Total Vendor Amount 1,540.00
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 1,540.00	
Payable Number <u>0000027938</u>	Description Cust 473509272	Payable Date 09/13/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,540.00

Vendor Number <u>GRAING</u>	Vendor Name GRAINGER				Total Vendor Amount 42.05
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 42.05	
Payable Number <u>9830251949</u>	Description REAPIRS & MAINTENANCE	Payable Date 09/07/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 15.10
Payable Number <u>9835293888</u>	Description REAPIRS & MAINTENANCE	Payable Date 09/12/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 26.95

Vendor Number <u>HANEQU</u>	Vendor Name HANSON EQUIPMENT				Total Vendor Amount 510.58
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 510.58	
Payable Number <u>300884</u>	Description TIRES	Payable Date 09/07/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 25.00
Payable Number <u>300992</u>	Description TIRES	Payable Date 09/13/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 22.75
Payable Number <u>301108</u>	Description TIRES	Payable Date 09/20/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 440.60
Payable Number <u>301109</u>	Description TIRES	Payable Date 09/20/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 22.23

Vendor Number <u>HILSPI</u>	Vendor Name HILTON GARDEN INN-SOUTH PADRE ISLAND				Total Vendor Amount 1,670.76
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 1,670.76	
Payable Number <u>3419268595.1</u>	Description HOTEL TAC FALL CONF 10/16-20/2023-GLORIA GARCIA	Payable Date 10/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 556.92
Payable Number <u>3419268595.2</u>	Description HOTEL TAC FALL CONF 10/16-20/2023-GABI SALDANA	Payable Date 10/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 556.92
Payable Number <u>3419268595.3</u>	Description HOTEL TAC FALL CONF 10/16-20/2023-MERARI GONZALES	Payable Date 10/01/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 556.92

Vendor Number <u>HOMCAM</u>	Vendor Name HOMER P. CAMPBELL				Total Vendor Amount 6,125.00
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 6,125.00	
Payable Number <u>20-256</u>	Description CAUSE NO. 20-256	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,505.00
Payable Number <u>21-053</u>	Description CAUSE NO. 21-053	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,005.00
Payable Number <u>21-068</u>	Description CAUSE NO. 21-068	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,005.00
Payable Number <u>22-177</u>	Description CAUSE NO. 22-177	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 1,805.00
Payable Number <u>23-061</u>	Description CAUSE NO. 23-061	Payable Date 09/25/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 805.00

Vendor Number <u>JANMUS</u>	Vendor Name JAN FORD MUSTIN PH.D, P.C.				Total Vendor Amount 350.00
Payment Type Check	Payment Number		Payment Date 10/03/2023	Payment Amount 350.00	
Payable Number <u>8392</u>	Description GUNNAR MOORE	Payable Date 09/18/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 350.00

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number	Vendor Name					Total Vendor Amount
FARPLA	JOHN DEERE FINANCIAL					149.98
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						149.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2309-292923	OPERATING SUPPLIES	09/20/2023	10/10/2023	0.00	46.00	
2309-297778	LULING ANNEX	09/27/2023	10/10/2023	0.00	99.99	
2309-297716	CALDWELL CO COURTHOUSE-LOCKHART	09/27/2023	10/10/2023	0.00	3.99	

Vendor Number	Vendor Name					Total Vendor Amount
JUAALL	JUANITA ALLEN					118.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						118.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09272023	TDCVA CONFERENCE 10/17-19/2023 JUANITA ALLEN	10/01/2023	10/10/2023	0.00	118.00	

Vendor Number	Vendor Name					Total Vendor Amount
KOFPRE	KOFILE PRESERVATION					30,000.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						30,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV-KT-012528	Pre-Preservation of records	09/12/2023	10/10/2023	0.00	30,000.00	

Vendor Number	Vendor Name					Total Vendor Amount
KYRTRU	KYRISH TRUCK CENTER OF AUSTIN					14,283.84
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						14,283.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
X301175822 01	Ref. Estimate - E301047617 dated 09-06-23	09/13/2023	10/10/2023	0.00	4,792.45	
X301175822 03	Ref. Estimate - E301047617 dated 09-06-23	09/18/2023	10/10/2023	0.00	6,543.55	
X301175822 2	Ref. Estimate - E301047617 dated 09-06-23	09/14/2023	10/10/2023	0.00	2,750.64	
X301175867 01	SUPPLIES & SMALL TOOLS	09/12/2023	10/10/2023	0.00	197.20	

Vendor Number	Vendor Name					Total Vendor Amount
LAUBIE	LAUREN PAIGE BIELAMOWICZ					217.98
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						217.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09222023	DISTRICT FALL MEETING	09/22/2023	10/10/2023	0.00	217.98	

Vendor Number	Vendor Name					Total Vendor Amount
RYAVIC	LAW OFFICE OF DAVID GLICKER					2,200.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						2,200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2974-23CC	JUVENILE CAUSE NO. 2974-23CC	08/14/2023	10/10/2023	0.00	150.00	
2978-23CC	CAUSE NO. 2978-23CC	09/22/2023	10/10/2023	0.00	750.00	
2978-23CC 1	JUVENILE CAUSE NO. 2978-23CC	09/22/2023	10/10/2023	0.00	500.00	
50055	CAUSE NO. 50055	09/20/2023	10/10/2023	0.00	800.00	

Vendor Number	Vendor Name					Total Vendor Amount
THOLEO	LEON TRANSLATIONS					1,360.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						1,360.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
22990	INTERPRETING SERVICES CAUSE NO. 20-325	06/06/2023	10/10/2023	0.00	250.00	
23223	SPANISH INTERPRETING SERVICES-CAUSE 49600	09/11/2023	10/10/2023	0.00	270.00	
23234	SPANISH INTERPRETING SERVICES	09/18/2023	10/10/2023	0.00	270.00	
23241	SPANISH INTERPRETING SERVICES CAUSE 23-127	09/21/2023	10/10/2023	0.00	250.00	
23243	INTERPRETING SERVICES-CAUSE 2972-23CC/2978-23CC	09/22/2023	10/10/2023	0.00	320.00	

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number <u>LINDID</u>	Vendor Name LINDA DIDRIKSON			Total Vendor Amount 50.00	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 50.00		
Payable Number <u>3367077977</u>	Description PARKING FEES FOR JAIL CONFERENCE 09/10-15/2023	Payable Date 09/15/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 50.00

Vendor Number <u>BLULAY</u>	Vendor Name LOCAL LINUX, INC			Total Vendor Amount 3,858.00	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 3,858.00		
Payable Number <u>78597</u>	Description Datto Backup Billing Oct 2023	Payable Date 09/23/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 3,858.00

Vendor Number <u>LOCTRU</u>	Vendor Name LOCKHART HARDWARE			Total Vendor Amount 494.03	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 494.03		
Payable Number <u>48539/1</u>	Description OPERATING SUPPLIES	Payable Date 09/14/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 18.73
<u>48556/1</u>	OPERATING SUPPLIES	09/15/2023	10/10/2023	0.00	11.00
<u>48557/1</u>	L.W. SCOTT ANNEX-LOCKHART	09/15/2023	10/10/2023	0.00	17.15
<u>48578/1</u>	BUILDING MAINTENANCE-LOCKHART	09/19/2023	10/10/2023	0.00	14.99
<u>48580/1</u>	MASRKET ST ANNEX-LOCKHART	09/18/2023	10/10/2023	0.00	90.75
<u>48594/1</u>	LW SCOTT ANNEX-LOCKHART	09/18/2023	10/10/2023	0.00	16.47
<u>48639/1</u>	CALDWELL CO MUSEUM-LOCKHART	09/20/2023	10/10/2023	0.00	109.95
<u>48644/1</u>	CALDWELL CO COURTHOUSE	09/20/2023	10/10/2023	0.00	36.94
<u>48658/1</u>	LULING ANNEX	09/21/2023	10/10/2023	0.00	58.74
<u>48660/1</u>	LYTTON SPRINGS ANNEX	09/21/2023	10/10/2023	0.00	42.97
<u>48680/1</u>	GROUNDS UPKEEP	09/21/2023	10/10/2023	0.00	3.59
<u>48711/1</u>	BUILDING MAINTENANCE - LOCKHART	09/25/2023	10/10/2023	0.00	26.97
<u>48735/1</u>	JUDICIAL CENTER-LOCKHART	09/26/2023	10/10/2023	0.00	14.99
<u>48775/1</u>	CALDWELL CO COURTHOUSE	09/28/2023	10/10/2023	0.00	13.80
<u>48783/1</u>	CALDWELL CO COURTHOUSE	09/28/2023	10/10/2023	0.00	16.99

Vendor Number <u>LOCMOT</u>	Vendor Name LOCKHART MOTOR CO.,INC.			Total Vendor Amount 772.23	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 772.23		
Payable Number <u>101820</u>	Description SUPPLIES & SMALL TOOLS	Payable Date 09/12/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 407.40
<u>101839</u>	OPERATING SUPPLIES	09/19/2023	10/10/2023	0.00	364.83

Vendor Number <u>LOCPOS</u>	Vendor Name LOCKHART POST REGISTER			Total Vendor Amount 3,042.25	
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 182.75		
Payable Number <u>00095770</u>	Description Public Hearing on Budget	Payable Date 08/10/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 182.75
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 344.00		
Payable Number <u>00095771</u>	Description Proposed Salaries	Payable Date 08/10/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 344.00
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 182.75		
Payable Number <u>00095783</u>	Description Notice of Public Hearing Aug 22	Payable Date 08/17/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 182.75
Payment Type Check	Payment Number	Payment Date 10/03/2023	Payment Amount 344.00		
Payable Number <u>00095786</u>	Description Salary Notice	Payable Date 08/17/2023	Due Date 10/10/2023	Discount Amount 0.00	Payable Amount 344.00

Payment Register

APPKT12936 - AP 10.10.2023

Check					10/03/2023	903.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00095795	Notice of Tax Increase Aug 22	08/17/2023	10/10/2023	0.00	903.00	
Check					10/03/2023	182.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00095834	Notice of Public Hearing Sept 12	08/31/2023	10/10/2023	0.00	182.75	
Check					10/03/2023	903.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00095836	Notice of Tax Increase Sept 12	08/31/2023	10/10/2023	0.00	903.00	
Vendor Number	Vendor Name					Total Vendor Amount
JCOJAN	M.B. HAMMO ENTERPRISES, LLC					3,276.65
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	3,276.65
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
93527	JCO Janitorial Supply Blanket PO FY 22-23	09/06/2023	10/10/2023	0.00	1,127.10	
93542	09/13/2023	09/13/2023	10/10/2023	0.00	886.27	
93563	09/20/2023	09/20/2023	10/10/2023	0.00	1,263.28	
Vendor Number	Vendor Name					Total Vendor Amount
MARHER	MARCOS HERNANDEZ, JR.					700.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	700.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
49579	CAUSE NO. 49579	09/18/2023	10/10/2023	0.00	700.00	
Vendor Number	Vendor Name					Total Vendor Amount
MAUPSY	MAURO PSYCHOLOGICAL SERVICES, PLLC					1,250.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	1,250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3881	COMPETENCY EVAL CAUSE NUMBER 22-104	06/02/2023	10/10/2023	0.00	1,250.00	
Vendor Number	Vendor Name					Total Vendor Amount
MERGON	MERARI GONZALES					653.12
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	653.12
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09212023	TAC AUDITOR FALL CONFERENCE-SOUTH PADRE	09/21/2023	10/10/2023	0.00	653.12	
Vendor Number	Vendor Name					Total Vendor Amount
PELLAU	PELLERIN LAUNDRY MACHINE SALES COMPANY					364.84
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	364.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV400012732	REPAIRS & MAINTENANCE	09/07/2023	10/10/2023	0.00	364.84	
Vendor Number	Vendor Name					Total Vendor Amount
PFGTEM	PERFORMANCE FOODSERVICE - TEMPLE					5,690.19
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	5,690.19
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
205564	Cust 435577	09/04/2023	10/10/2023	0.00	1,708.79	
205962	Cust 435577	09/07/2023	10/10/2023	0.00	1,805.42	
206271	435577	09/11/2023	10/10/2023	0.00	2,175.98	

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number	Vendor Name					Total Vendor Amount
PHITUR	PHILLIP G TURNER					4,310.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	4,310.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
18-098 1	CAUSE NO. 18-098	09/18/2023	10/10/2023	0.00	650.00	
19-221	CAUSE NO. 19-221	09/18/2023	10/10/2023	0.00	655.00	
20-016	CAUSE NO. 20-016	09/25/2023	10/10/2023	0.00	800.00	
20-115/20-055	CAUSE NO, 20-115/20-055	09/18/2023	10/10/2023	0.00	2,205.00	

Vendor Number	Vendor Name					Total Vendor Amount
PREBAU	PRESLIE MAKENA BAUER					80.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	80.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09272023	MINOR DECOY-TOBACCO STING	09/27/2023	10/10/2023	0.00	80.00	

Vendor Number	Vendor Name					Total Vendor Amount
PRISOL	PRINTING SOLUTIONS					12.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	12.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4261 POS	OFFICE SUPPLIES	09/21/2023	10/10/2023	0.00	12.30	

Vendor Number	Vendor Name					Total Vendor Amount
QUAFIN	QUADIANT FINANCE USA, INC					7,129.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	1,679.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7900 0440 8010 9295 OCTOB	POSTAGE	09/21/2023	10/10/2023	0.00	1,679.96	
Check				10/03/2023	5,102.83	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7900 0440 8038 5499 OCTOB	POSTAGE	10/01/2023	10/10/2023	0.00	5,102.83	
Check				10/03/2023	347.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7900 0440 8052 6951 OCTOB	POSTAGE	09/18/2023	10/10/2023	0.00	347.11	

Vendor Number	Vendor Name					Total Vendor Amount
QUALEA	QUADIANT LEASING USA, INC					345.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	345.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
N10105385	Cust 0105425	09/08/2023	10/10/2023	0.00	345.11	

Vendor Number	Vendor Name					Total Vendor Amount
LEXINE	RELX INC. DBA LEXISNEXIS					1,150.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/03/2023	84.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094557257	06/01/2023 - 06/30/2023	06/30/2023	10/10/2023	0.00	84.00	
Check				10/03/2023	449.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094596621	07/01/23- 07/31/23	07/31/2023	10/10/2023	0.00	449.00	
Check				10/03/2023	84.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094607880	07/01/23 - 07/31/23	07/31/2023	10/10/2023	0.00	84.00	
Check				10/03/2023	449.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094651980	08/01/23 - 08/31/23	08/31/2023	10/10/2023	0.00	449.00	

Payment Register

APPKT12936 - AP 10.10.2023

Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					10/03/2023	84.00
	3094656165	08/01/23 - 08/31/23	08/31/2023	10/10/2023	0.00	84.00
Vendor Number	Vendor Name					Total Vendor Amount
RILGAR	RILEY GARDNER MEMORIAL SVC. CO., INC.					820.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	820.00
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	09-28-2023 RILGAR	Riley-Garner headstone invoice	09/28/2023	10/10/2023	0.00	820.00
Vendor Number	Vendor Name					Total Vendor Amount
RINCEN	RingCentral, Inc					1,875.86
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	1,875.86
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	CD_000661299	RingCentral Setup	09/22/2023	10/10/2023	0.00	1,875.86
Vendor Number	Vendor Name					Total Vendor Amount
ROBMAD	ROBERT MADDEN, INC.					10,268.89
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	10,268.89
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	6222451	LW SCOTT ANNEX LOCKHART	09/26/2023	10/10/2023	0.00	470.89
	6225645	Luling/Slater Building A/C	09/28/2023	10/10/2023	0.00	9,798.00
Vendor Number	Vendor Name					Total Vendor Amount
REDAUT	SEAN MATTHEW MANN					2,956.69
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	2,956.69
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	163264	SUPPLIES & SMALL TOOLS	09/08/2023	10/10/2023	0.00	311.25
	163285	SUPPLIES & SMALL TOOLS	09/08/2023	10/10/2023	0.00	142.05
	163306	OPERATING SUPPLIES	09/08/2023	10/10/2023	0.00	99.99
	163661	Cust #6000	09/15/2023	10/10/2023	0.00	1,151.77
	163672	OPERATING SUPPLIES	09/15/2023	10/10/2023	0.00	202.99
	163716	SUPPLIES & SMALL TOOLS	09/18/2023	10/10/2023	0.00	330.00
	163787	OPERATING SUPPLIES	09/19/2023	10/10/2023	0.00	73.07
	163807	OPERATING SUPPLIES	09/19/2023	10/10/2023	0.00	209.94
	163809	OPERATING SUPPLIES	09/19/2023	10/10/2023	0.00	35.78
	163832	OPERATING SUPPLIES	09/20/2023	10/10/2023	0.00	99.00
	163903	OPERATING SUPPLIES	09/21/2023	10/10/2023	0.00	42.26
	163917	OPERATING SUPPLIES	09/21/2023	10/10/2023	0.00	136.11
	163919	OPERATING SUPPLIES	09/21/2023	10/10/2023	0.00	7.70
	163968	OPERATING SUPPLIES	09/22/2023	10/10/2023	0.00	108.02
	164042	OPERATING SUPPLIES	09/22/2023	10/10/2023	0.00	27.00
	164080	OPERATING SUPPLIES	09/25/2023	09/25/2023	0.00	-20.24
Vendor Number	Vendor Name					Total Vendor Amount
SMISUP	SMITH SUPPLY CO.- LOCKHART					8,104.85
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/03/2023	8,104.85
	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	2309-577513	JUDICIAL CENTER-LOCKHART	09/12/2023	10/10/2023	0.00	39.50
	2309-578447	LW SCOTT ANNEX-LOCKHART	09/15/2023	10/10/2023	0.00	42.95
	2309-578989	OPERATING SUPPLIES	09/18/2023	10/10/2023	0.00	15.90
	2309-579262	LW SCOTT ANNEX-LOCKHART	09/19/2023	10/10/2023	0.00	14.95
	2309-579433	Acct # 2-516	09/19/2023	10/10/2023	0.00	7,799.60
	2309-579568	GROUPS UPKEEP	09/20/2023	10/10/2023	0.00	2.50
	2309-581122	LW SCOTT ANNEX LOCKHART	09/26/2023	10/10/2023	0.00	63.00
	2309-581619	GROUPS UPKEEP	09/27/2023	10/10/2023	0.00	116.95

Payment Register

APPKT12936 - AP 10.10.2023

[23096-579032](#) OPERATING SUPPLIES 09/18/2023 10/10/2023 0.00 9.50

Vendor Number Vendor Name **Total Vendor Amount**
[SOUHEA](#) SOUTHERN HEALTH PARTNERS, INC. 13,253.23

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 13,253.23

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[08.31.2023](#) Southern Health Blanket PO FY 22-23 08/31/2023 10/10/2023 0.00 13,253.23

Vendor Number Vendor Name **Total Vendor Amount**
[STECRA](#) STEVEN LEWIS CRAIN 1,250.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 1,250.00

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[231001](#) Sept 2023 Bank Reconciliations 25 hours 10/01/2023 10/10/2023 0.00 1,250.00

Vendor Number Vendor Name **Total Vendor Amount**
[SYPRAS](#) SYNERGY PROFESSIONAL ASSOCIATES, INC 2,212.87

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 2,212.87

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[10012023](#) ANNUAL INSURANCE FOR DISTRICT JUDGE SCHNEIDER 10/01/2023 10/10/2023 0.00 2,212.87

Vendor Number Vendor Name **Total Vendor Amount**
[SYSCO](#) SYSCO CENTRAL TEXAS, INC 6,069.56

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 6,069.56

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[813043922](#) cust 043430 09/13/2023 10/10/2023 0.00 1,810.04
[813043923](#) cust 043430 09/13/2023 10/10/2023 0.00 31.66
[813051632](#) cust 043430 09/15/2023 10/10/2023 0.00 1,739.97
[813051633](#) cust 043430 09/15/2023 10/10/2023 0.00 409.50
[813066883](#) cust 043430 09/20/2023 10/10/2023 0.00 1,833.56
[813066884](#) cust 043430 09/20/2023 10/10/2023 0.00 71.14
[813066885](#) cust 043430 09/20/2023 10/10/2023 0.00 173.69

Vendor Number Vendor Name **Total Vendor Amount**
[TEXUREG](#) TEXAS DEPT.OF LICENSING & REGULATION 470.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 470.00

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[10116103 1](#) REPAIRS & MAINTENANCE 10/22/2020 10/10/2023 0.00 260.00
[10163880](#) REPAIRS & MAINTENANCE 09/12/2023 10/10/2023 0.00 210.00

Vendor Number Vendor Name **Total Vendor Amount**
[TEXJUD](#) TEXAS JUDICIAL ACADEMY 200.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 200.00

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[244059 2023](#) TX JUDICIAL MEMBERSHIP DUES 09/2023-08/2024 10/01/2023 10/10/2023 0.00 200.00

Vendor Number Vendor Name **Total Vendor Amount**
[JAMCAS](#) THE CASEY LAW FIRM 6,575.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 10/03/2023 6,575.00

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[20-210](#) CAUSE NO 20-210 09/18/2023 10/10/2023 0.00 655.00
[21-305](#) CAUSE NO. 21-305 09/18/2023 10/10/2023 0.00 2,405.00
[22-164/22-165/22-166](#) CAUSE NOS. 22-164/22-165/22-166 09/25/2023 10/10/2023 0.00 1,105.00
[22-183](#) CAUSE NO 22-183 09/18/2023 10/10/2023 0.00 1,205.00
[23-106](#) CAUSE NO. 23-106 09/18/2023 10/10/2023 0.00 1,205.00

Payment Register

APPKT12936 - AP 10.10.2023

Vendor Number	Vendor Name					Total Vendor Amount
JASTRU	THE LAW OFFICES OF JASON TRUMPLER					11,520.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						11,520.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-067	CAUSE NO. 21-067	09/18/2023	10/10/2023	0.00	1,800.00	
22-175	CAUSE NO. 22-175	09/18/2023	10/10/2023	0.00	1,500.00	
22-213	CAUSE NO. 22-213	09/18/2023	10/10/2023	0.00	1,800.00	
22-218	CAUSE NO 22-218	09/18/2023	10/10/2023	0.00	1,800.00	
23-228/21-364	CAUSE NO. 23-228/21-164	09/18/2023	10/10/2023	0.00	4,620.00	

Vendor Number	Vendor Name					Total Vendor Amount
LULNEW	THE LULING NEWSBOY & SIGNAL					999.12
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						999.12
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
08312023	ADVERTISING	08/31/2023	10/10/2023	0.00	178.50	
09182023	ANNUAL NEWSPAPER SUBSCRIPTION-COUNTY JUDGE	09/18/2023	10/10/2023	0.00	41.00	
09192023	YEARLY SUBSCRIPTION-COUNTY TREASURER	09/19/2023	10/10/2023	0.00	41.00	
8/31/2023	Luling Newsboys Ads	08/31/2023	10/10/2023	0.00	738.62	

Vendor Number	Vendor Name					Total Vendor Amount
THIADM	THIRD ADMINISTRATIVE JUDICIAL REGION					2,514.53
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						2,514.53
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09222023	ANNUAL ASSESSMENT COST FY 2023-2024	09/22/2023	10/10/2023	0.00	2,514.53	

Vendor Number	Vendor Name					Total Vendor Amount
TYLTEC	TYLER TECHNOLOGIES, INC.					1,705.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						1,705.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
020-145859	cust 47804	08/31/2023	10/10/2023	0.00	1,705.00	

Vendor Number	Vendor Name					Total Vendor Amount
UNIFIR	UNIFIRST CORPORATION					91.88
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						91.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2740093768	Cust # 267519	09/15/2023	10/10/2023	0.00	91.88	

Vendor Number	Vendor Name					Total Vendor Amount
UNIENV	UNIVERSAL ENVIRONMENTAL SERVICES, LLC					24.15
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						24.15
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
ING540859	OPERATING SUPPLIES	09/18/2023	10/10/2023	0.00	24.15	

Vendor Number	Vendor Name					Total Vendor Amount
VICBRQ	VICTOREA D. BROWN					12,462.00
Payment Type	Payment Number					Payment Date
Check						10/03/2023
						Payment Amount
						12,462.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
18-003	CAUSE NO 18-003	09/18/2023	10/10/2023	0.00	2,205.00	
18-061	CAUSE NO. 18-061	09/18/2023	10/10/2023	0.00	850.00	
18-178	CAUSE NO. 18-178	09/18/2023	10/10/2023	0.00	800.00	
19-194	CAUSE NO. 19-194	09/18/2023	10/10/2023	0.00	962.00	
20-001	CAUSE NO. 20-001	09/18/2023	10/10/2023	0.00	1,205.00	
20-038	CAUSE NO. 20-038	09/18/2023	10/10/2023	0.00	805.00	
20-246/20-247	CAUSE NO. 20-246/20-247	09/18/2023	10/10/2023	0.00	1,905.00	
20-258	CAUSE NO. 20-258	09/18/2023	10/10/2023	0.00	1,505.00	

Payment Register

APPKT12936 - AP 10.10.2023

21-310	CAUSE NO. 21-310	09/18/2023	10/10/2023	0.00	1,505.00
NOT INDICTED	CAUSE NO. NOT INDICTED	09/25/2023	10/10/2023	0.00	720.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[WALDEA](#) WALTER S. DEAN, SR. 4,650.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		10/03/2023	4,650.00
Payable Number	Description	Payable Date	Due Date
12-240	CAUSENO. 12-240	09/18/2023	10/10/2023
13-074	CAUSE NO 13-074	09/18/2023	10/10/2023
20-169	CAUSE NO. 20-169	09/18/2023	10/10/2023
20-366	CAUSE NO. 20-366	09/18/2023	10/10/2023
23-044	CAUSE NO. 23-044	09/18/2023	10/10/2023
23-116	CAUSE NO. 23-116	09/18/2023	10/10/2023
50206	CAUSE NO. 50206	09/20/2023	10/10/2023

Discount Amount	Payable Amount
0.00	750.00
0.00	600.00
0.00	600.00
0.00	900.00
0.00	750.00
0.00	500.00
0.00	550.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[CNASUR](#) WESTERN SURETY COMPANY 121.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		10/03/2023	50.00
Payable Number	Description	Payable Date	Due Date
72509461 2023/2024	BOND#72509461 C. VERASTEGUI 11/23-11/24	09/20/2023	10/10/2023
Check		10/03/2023	71.00
Payable Number	Description	Payable Date	Due Date
72538254N	BOND#72538254N- SHANNA CONNLEY	10/01/2023	10/10/2023

Discount Amount	Payable Amount
0.00	50.00
0.00	71.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[WORQUE](#) WORK QUEST, F/K/A TIBH INDUSTRIES, INC 56.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		10/03/2023	56.00
Payable Number	Description	Payable Date	Due Date
SINV0207148	DUES & SUBSCRIPTIONS	10/01/2023	10/10/2023

Discount Amount	Payable Amount
0.00	56.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[XLPART](#) XL PARTS, LLC 19.62

Payment Type	Payment Number	Payment Date	Payment Amount
Check		10/03/2023	19.62
Payable Number	Description	Payable Date	Due Date
0416ZW2054	OPERATING SUPPLIES	09/12/2023	10/10/2023

Discount Amount	Payable Amount
0.00	19.62

Payment Register

APPKT12936 - AP 10.10.2023

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	267	101	0.00	416,064.70
Packet Totals:		267	101	0.00	416,064.70

Fund	Name	Amount
999	POOLED CASH	-416,064.70
Packet Totals:		-416,064.70



Caldwell County, TX

Expense Approval Register

Packet: APPKT12936 - AP 10.10.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
QUADIENT FINANCE USA, INC	7900 0440 8038 5499 OCTOBER	POSTAGE	POSTAGE INVENTORY	001-1370	5,102.83
QUADIENT FINANCE USA, INC	7900 0440 8052 6951 OCTOBER	POSTAGE	POSTAGE INVENTORY	001-1370	347.11
QUADIENT FINANCE USA, INC	7900 0440 8010 9295 OCTOBER	POSTAGE	POSTAGE INVENTORY	001-1370	1,679.96
					7,129.90
Department : 2120 - COUNTY TREASURER					
THE LULING NEWSBOY & SIGN...	09192023	YEARLY SUBSCRIPTION	DUES & SUBSCRIPTIONS	001-2120-3050	41.00
					Department 2120 - COUNTY TREASURER Total: 41.00
Department : 2130 - COUNTY AUDITOR					
GABI SALDANA	09212023	TAC AUDITORS FALL CONFERE...	TRANSPORTATION	001-2130-4260	621.68
GLORIA GARCIA	09262023	TAC AUDITOR'S FALL CONF 10...	TRANSPORTATION	001-2130-4260	620.37
DELL MARKETING L.P.	10696629970	MACHINERY & EQUIPMENT	MACHINERY AND EQUIPMENT	001-2130-5310	313.02
HILTON GARDEN INN-SOUTH ...	3419268595 1	HOTEL STAY-TAC AUDITOR CO...	TRAINING	001-2130-4810	556.92
HILTON GARDEN INN-SOUTH ...	3419268595 2	TAC AUDITORS CONFERENCE ...	TRAINING	001-2130-4810	556.92
HILTON GARDEN INN-SOUTH ...	3419268595 3	HOTEL TAC FALL CONF 10/16-...	TRAINING	001-2130-4810	556.92
DEWITT POTH & SON	730061-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2130-3110	241.14
MERARI GONZALES	09212023	TAC AUDITOR FALL CONFEREN...	TRANSPORTATION	001-2130-4260	653.12
					Department 2130 - COUNTY AUDITOR Total: 4,120.09
Department : 2150 - COUNTY CLERK					
DEWITT POTH & SON	730033-2	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	4.85
DEWITT POTH & SON	730033-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	101.15
DEWITT POTH & SON	730037-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	183.80
					Department 2150 - COUNTY CLERK Total: 289.80
Department : 3200 - DISTRICT ATTORNEY					
AMAZON.COM SALES, INC	13QX-M1YL-LM41	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3200-3110	73.68
					Department 3200 - DISTRICT ATTORNEY Total: 73.68
Department : 3220 - DISTRICT CLERK					
JUANITA ALLEN	09272023	TDCVA CONFERENCE 10/17-19...	TRAINING	001-3220-4810	118.00
					Department 3220 - DISTRICT CLERK Total: 118.00
Department : 3230 - DISTRICT JUDGE					
SYNERGY PROFESSIONAL ASS...	10012023	ANNUAL INSURANCE FOR DIS...	OTHER INSURANCE	001-3230-2090	2,212.87
MAURO PSYCHOLOGICAL SERV...	3881	COMPETENCY EVAL CAUSE N...	ADMINISTRATIVE EXPENDITUR...	001-3230-4011	1,250.00
RELX INC. DBA LEXISNEXIS	3094557257	Office Supplies Blanket PO	OFFICE SUPPLIES	001-3230-3110	84.00
LEON TRANSLATIONS	22990	INTERPRETING SERVICES CAUS...	ADMINISTRATIVE EXPENDITUR...	001-3230-4011	250.00
RELX INC. DBA LEXISNEXIS	3094607880	Office Supplies Blanket PO	OFFICE SUPPLIES	001-3230-3110	84.00
RELX INC. DBA LEXISNEXIS	3094656165	Office Supplies Blanket PO	OFFICE SUPPLIES	001-3230-3110	84.00
WALTER S. DEAN, SR.	12-240	CAUSE NO. 12-240 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
WALTER S. DEAN, SR.	13-074	CAUSE NO 13-074 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	600.00
VICTOREA D. BROWN	18-003	CAUSE NO 18-003 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	18-003	CAUSE NO 18-003 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	2,200.00
VICTOREA D. BROWN	18-061	CAUSE NO. 18-061 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	850.00
VICTOREA D. BROWN	18-178	CAUSE NO. 18-178 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
VICTOREA D. BROWN	19-194	CAUSE NO. 19-194 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	2.00
VICTOREA D. BROWN	19-194	CAUSE NO. 19-194 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	960.00
PHILLIP G TURNER	19-221	CAUSE NO. 19-221 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	19-221	CAUSE NO. 19-221 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
VICTOREA D. BROWN	20-001	CAUSE NO. 20-001 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	20-001	CAUSE NO. 20-001 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,200.00
VICTOREA D. BROWN	20-038	CAUSE NO. 20-038 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	20-038	CAUSE NO. 20-038 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
PHILLIP G TURNER	20-115/20-055	CAUSE NO, 20-115/20-055 EX...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	20-115/20-055	CAUSE NO, 20-115/20-055 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	2,200.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
WALTER S. DEAN, SR.	20-169	CAUSE NO. 20-169 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	600.00
THE CASEY LAW FIRM	20-210	CAUSE NO 20-210 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	20-210	CAUSE NO 20-210 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
VICTOREA D. BROWN	20-246/20-247	CAUSE NO. 20-246/20-247 EX...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	20-246/20-247	CAUSE NO. 20-246/20-247 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,900.00
HOMER P. CAMPBELL	20-256	CAUSE NO. 20-256 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	20-256	CAUSE NO. 20-256 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,500.00
VICTOREA D. BROWN	20-258	CAUSE NO. 20-258 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	20-258	CAUSE NO. 20-258 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,500.00
WALTER S. DEAN, SR.	20-366	CAUSE NO. 20-366 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	900.00
HOMER P. CAMPBELL	21-053	CAUSE NO. 21-053 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	21-053	CAUSE NO. 21-053 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
THE LAW OFFICES OF JASON T...	21-067	CAUSE NO. 21-067 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,800.00
HOMER P. CAMPBELL	21-068	CAUSE NO. 21-068 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	21-068	CAUSE NO. 21-068 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
CLIFFORD W. MCCORMACK	21-173	CAUSE NO. 21-173 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	200.00
THE CASEY LAW FIRM	21-305	CAUSE NO. 21-305 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	21-305	CAUSE NO. 21-305 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	2,400.00
VICTOREA D. BROWN	21-310	CAUSE NO. 21-310 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
VICTOREA D. BROWN	21-310	CAUSE NO. 21-310 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,500.00
CLIFFORD W. MCCORMACK	22-002	CAUSE NO. 22-002 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	600.00
CLIFFORD W. MCCORMACK	22-059/20-335	CAUSE NO. 22-059/20-335 EX...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	22-059/20-335	CAUSE NO. 22-059/20-335 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,500.00
THE LAW OFFICES OF JASON T...	22-175	CAUSE NO. 22-175 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,500.00
HOMER P. CAMPBELL	22-177	CAUSE NO. 22-177 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	22-177	CAUSE NO. 22-177 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,800.00
THE CASEY LAW FIRM	22-183	CAUSE NO 22-183 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	22-183	CAUSE NO 22-183 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,200.00
THE LAW OFFICES OF JASON T...	22-213	CAUSE NO. 22-213 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,800.00
THE LAW OFFICES OF JASON T...	22-218	CAUSE NO 22-218 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,800.00
WALTER S. DEAN, SR.	23-044	CAUSE NO. 23-044 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
CLIFFORD W. MCCORMACK	23-073	CAUSE NO. 23-073 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	23-073	CAUSE NO. 23-073 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,100.00
AUSTIN PSYCHOLEGAL CONSU...	23-081	COMPETENCY/SANITY EVAL OF..	ADULT - EXPERT WITNESS	001-3230-4150	3,300.00
CASE J. DARWIN	23-092	CAUSE NO. 23-092 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	42.00
CASE J. DARWIN	23-092	CAUSE NO. 23-092 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
THE CASEY LAW FIRM	23-106	CAUSE NO. 23-106 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	23-106	CAUSE NO. 23-106 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,200.00
WALTER S. DEAN, SR.	23-116	CAUSE NO. 23-116 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	500.00
CLIFFORD W. MCCORMACK	23-202	CAUSE NO. 23-202 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	23-202	CAUSE NO. 23-202 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
THE LAW OFFICES OF JASON T...	23-228/21-164	CAUSE NO. 23-228/21-164 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	4,620.00
LEON TRANSLATIONS	23241	SPANISH INTERPRETING SERVI...	ADMINISTRATIVE EXPENDITUR...	001-3230-4011	250.00
THIRD ADMINISTRATIVE JUDIC...	09222023	ANNUAL ASSESSMENT COST FY..	COURT ADMINISTRATION	001-3230-4020	2,514.53
CLIFFORD W. MCCORMACK	09-FL-414	CAUSE NO. 09-FL-414 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	297.00
PHILLIP G TURNER	20-016	CAUSE NO. 20-016 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
CLIFFORD W. MCCORMACK	21-FL-048	CAUSE NO. 21-FL-048 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	360.00
THE CASEY LAW FIRM	22-164/22-165/22-166	CAUSE NOS. 22-164/22-165/22..	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	22-164/22-165/22-166	CAUSE NOS. 22-164/22-165/22..	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,100.00
HOMER P. CAMPBELL	23-061	CAUSE NO. 23-061 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	23-061	CAUSE NO. 23-061 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
CASE J. DARWIN	23-123	CAUSE NO. 23-123 FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,129.30
VICTOREA D. BROWN	NOT INDICTED	CAUSE NO. NOT INDICTED FEES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	720.00
Department 3230 - DISTRICT JUDGE Total:					61,714.70
Department : 3240 - COUNTY COURT LAW					
LAW OFFICE OF DAVID GLICKER	2974-23CC	JUVENILE CAUSE NO. 2974-23...	JUVENILE - INDIGENT ATTORN...	001-3240-4180	150.00
LEON TRANSLATIONS	23223	SPANISH INTERPRETING SERVI...	ADMINISTRATIVE EXPENDITUR...	001-3240-4011	270.00
CLIFFORD W. MCCORMACK	48865	CAUSE NO 48865 EXPENSES	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
CLIFFORD W. MCCORMACK	48865	CAUSE NO 48865 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	745.00
PHILLIP G TURNER	18-098 1	CAUSE NO. 18-098 FEES	ADULT - ATTY LITIGATION EXP...	001-3240-4080	650.00

Expense Approval Register

Packet: APPKT12936 - AP 10.10.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
LEON TRANSLATIONS	23234	SPANISH INTERPRETING SERVI...	ADMINISTRATIVE EXPENDITUR...	001-3240-4011	270.00
MARCOS HERNANDEZ, JR.	49579	CAUSE NO. 49579 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	700.00
CLIFFORD W. MCCORMACK	47410/48257	CAUSE NO 47410/48257 EXPE...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
CLIFFORD W. MCCORMACK	47410/48257	CAUSE NO 47410/48257 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	645.00
COLIN WISE	47907	CAUSE NO. 47907 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	800.00
COLIN WISE	48065	CAUSE NO. 48065 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	450.00
LAW OFFICE OF DAVID GLICKER	50055	CAUSE NO. 50055	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	800.00
WALTER S. DEAN, SR.	50206	CAUSE NO. 50206 FEES	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	550.00
LEON TRANSLATIONS	23243	SPANISH INTERPRETING SERVI...	ADMINISTRATIVE EXPENDITUR...	001-3240-4011	320.00
CLIFFORD W. MCCORMACK	2947-23CC	CAUSE NO. 2947-23CC FEES	JUVENILE - INDIGENT ATTORN...	001-3240-4180	700.00
LAW OFFICE OF DAVID GLICKER	2978-23CC 1	JUVENILE CAUSE NO. 2978-23...	JUVENILE - INDIGENT ATTORN...	001-3240-4180	500.00
LAW OFFICE OF DAVID GLICKER	2978-23CC	CAUSE NO. 2978-23CC	JUVENILE - INDIGENT ATTORN...	001-3240-4180	750.00
CLIFFORD W. MCCORMACK	2980-23CC	CAUSE NO. 2980-23CC FEES	JUVENILE - INDIGENT ATTORN...	001-3240-4180	400.00
COLIN WISE	2981-23CC	CAUSE NO. 2981-23CC FEES	JUVENILE - INDIGENT ATTORN...	001-3240-4180	300.00
EDUARDO XAVIER ESCOBAR	2985-23-CC	CAUSE NO. 2985-23-CC FEES	JUVENILE - INDIGENT ATTORN...	001-3240-4180	450.00
AMY RUSSELL	09252023	COURT REPORTERS CONVENT...	TRAINING	001-3240-4810	1,051.17
Department 3240 - COUNTY COURT LAW Total:					10,511.17
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
DEWITT POTH & SON	730382-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3251-3110	215.00
Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:					215.00
Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2					
WESTERN SURETY COMPANY	72538254N	BOND#72538254N- SHANNA ...	EMPLOYEE BONDING	001-3252-2070	71.00
AMAZON.COM SALES, INC	1GFT-NJ63-J1TM	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3252-3110	55.99
Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:					126.99
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
DEWITT POTH & SON	731371-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3254-3110	295.86
Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:					295.86
Department : 4300 - COUNTY SHERIFF					
CARD SERVICE CENTER	09142023	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4300-3130	15.99
LINDA DIDRIKSON	3367077977	PARKING FEES FOR JAIL CONF...	TRAINING	001-4300-4810	50.00
Department 4300 - COUNTY SHERIFF Total:					65.99
Department : 4310 - COUNTY JAIL					
TEXAS DEPT.OF LICENSING & R...	10116103 1	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	260.00
COOKS CORRECTIONAL	N784939	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4310-3130	272.94
COOKS CORRECTIONAL	N795545	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4310-3130	238.51
SOUTHERN HEALTH PARTNERS,...	08.31.2023	Southern Health Professionals-...	PROFESSIONAL SERVICES	001-4310-4110	13,253.23
PERFORMANCE FOODSERVICE ...	206271	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	2,175.98
FLOWERS BAKING CO. OF SAN...	4038387376	Flowers Baking	FOOD SUPPLIES	001-4310-3100	630.54
TEXAS DEPT.OF LICENSING & R...	10163880	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	210.00
GRAINGER	9835293888	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	26.95
SYSCO CENTRAL TEXAS, INC	813043922	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,810.04
SYSCO CENTRAL TEXAS, INC	813043923	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	31.66
M.B. HAMMO ENTERPRISES, L...	93542	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	886.27
UNIFIRST CORPORATION	2740093768	Unifirst	OPERATING SUPPLIES	001-4310-3130	91.88
SYSCO CENTRAL TEXAS, INC	813051632	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,739.97
SYSCO CENTRAL TEXAS, INC	813051633	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	409.50
FLOWERS BAKING CO. OF SAN...	4038387482	Flowers Baking	FOOD SUPPLIES	001-4310-3100	527.47
JAN FORD MUSTIN PH.D, P.C.	8392	GUNNAR MOORE	EMPLOYEE PHYSICALS	001-4310-4135	350.00
SYSCO CENTRAL TEXAS, INC	813066883	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,833.56
SYSCO CENTRAL TEXAS, INC	813066884	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	71.14
SYSCO CENTRAL TEXAS, INC	813066885	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	173.69
M.B. HAMMO ENTERPRISES, L...	93563	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	1,263.28
FLOWERS BAKING CO. OF SAN...	4038387580	Flowers Baking	FOOD SUPPLIES	001-4310-3100	652.77
FARMER BROTHERS. CO.	93464178	Farmer Brothers Coffee	FOOD SUPPLIES	001-4310-3100	670.52
PERFORMANCE FOODSERVICE ...	205564	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,708.79
FLOWERS BAKING CO. OF SAN...	4038387260	Flowers Baking	FOOD SUPPLIES	001-4310-3100	499.87
BLUEBONNET TRAILS MHMR	27-08-2023	Bluebonnet MHMR	PROFESSIONAL SERVICES	001-4310-4110	1,100.00
M.B. HAMMO ENTERPRISES, L...	93527	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	1,127.10
PERFORMANCE FOODSERVICE ...	205962	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,805.42

Expense Approval Register

Packet: APPKT12936 - AP 10.10.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GRAINGER	9830251949	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	15.10
PELLERIN LAUNDRY MACHINE ...	INV400012732	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	364.84
Department 4310 - COUNTY JAIL Total:					34,201.02
Department : 4321 - CONSTABLES - PCT 1					
GALLS	025423119	PATCHES	UNIFORMS-Expenses	001-4321-3140	110.00
WESTERN SURETY COMPANY	72509461 2023/2024	POSTAGE	EMPLOYEE BONDING	001-4321-2070	50.00
Department 4321 - CONSTABLES - PCT 1 Total:					160.00
Department : 4322 - CONSTABLES - PCT 2					
CARD SERVICE CENTER	09012023	OFFICE SUPPLIES	OFFICE SUPPLIES	001-4322-3110	18.30
Department 4322 - CONSTABLES - PCT 2 Total:					18.30
Department : 4323 - CONSTABLES - PCT 3					
DWIGHT DUGGINS	2023123-183646-SL5SVUQO	OSS ACADEMY TRAINING	TRAINING	001-4323-4810	90.00
Department 4323 - CONSTABLES - PCT 3 Total:					90.00
Department : 6510 - NON-DEPARTMENTAL					
STEVEN LEWIS CRAIN	231001	Steven Crain Consulting	PROFESSIONAL SERVICES	001-6510-4110	1,250.00
WORK QUEST, F/K/A TIBH IND...	SINV0207148	DUES & SUBSCRIPTIONS	DUES & SUBSCRIPTIONS	001-6510-3050	56.00
CARD SERVICE CENTER	0239182081523	FAX & INTERNET	FAX & INTERNET	001-6510-4425	204.26
CARD SERVICE CENTER	08232023	PIC-N-PAC	TRANSPORTATION	001-6510-4260	37.03
CARD SERVICE CENTER	08242023	HEB GAS	TRANSPORTATION	001-6510-4260	19.19
CARD SERVICE CENTER	1436865	FAX & INTERNET	FAX & INTERNET	001-6510-4425	157.46
CARD SERVICE CENTER	09.11.2023	CHEVRON	TRANSPORTATION	001-6510-4260	48.00
CARD SERVICE CENTER	09112023	CHEVRON	TRANSPORTATION	001-6510-4260	46.00
CARD SERVICE CENTER	14-23-00243-CV 1	INSURANCE	INSURANCE	001-6510-4845	5.00
CARD SERVICE CENTER	14-23-00243-CV 2	INSURANCE	INSURANCE	001-6510-4845	1.00
CARD SERVICE CENTER	14-23-00243-CV	INSURANCE	INSURANCE	001-6510-4845	5.00
CALDWELL COUNTY TAX ASSE...	KYM6308 2023	LICENSE#KYM6308 VIN#1085	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1097082 2023	JUVE PROB LIC#1097082 WIN...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1342537 2023	JUV PROB LIC#1342537 VIN#7...	County Fleet-Tags-Titles	001-6510-4853	7.50
CARD SERVICE CENTER	0239182090423	FAX & INTERNET	FAX & INTERNET	001-6510-4425	316.63
AT&T	09.05.2023	Fiber Line Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	62,062.45
AT&T	09052023	Fiber Line Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	336.80
CHARTER COMMUNICATIONS ...	0000426090823	Spectrum Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	10,360.15
QUADIENT LEASING USA, INC	N10105385	Equipment Lease Blanket PO F...	RENTALS	001-6510-4610	345.11
Department 6510 - NON-DEPARTMENTAL Total:					75,272.58
Department : 6520 - BUILDING MAINTENANCE					
CINTAS CORPORATION #86	4166361407	UNIFORMS	UNIFORMS	001-6520-3140	51.28
SMITH SUPPLY CO.- LOCKHART	2309-577513	JUDICIAL CENTER-LOCKHART	JUDICIAL CENTER-LOCKHART	001-6520-3550	39.50
CENTURY HVAC DISTRIBUTING,...	111478052	OPERATING SUPPLIES	OPERATING SUPPLIES	001-6520-3130	349.00
CENTURY HVAC DISTRIBUTING,...	111478059	OPERATING SUPPLIES	OPERATING SUPPLIES	001-6520-3130	93.48
CENTURY HVAC DISTRIBUTING,...	111478283	CALDWELL CO COURTHOUSE	CALDWELL CO. COURTHOUSE	001-6520-5120	230.80
CENTURY HVAC DISTRIBUTING,...	111478511	BUILDING MAINTENANCE- LO...	BUILDING MAINTENANCE-LOC...	001-6520-3600	349.00
CENTURY HVAC DISTRIBUTING,...	111478514	Unit Road AC	UNIT ROAD MAINTENANCE BL...	001-6520-3630	1,636.09
CINTAS CORPORATION #86	4167720664	UNIFORMS	UNIFORMS	001-6520-3140	51.28
SMITH SUPPLY CO.- LOCKHART	2309-578447	LW SCOTT	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	42.95
LOCKHART HARDWARE	48557/1	L.W. SCOTT ANNEX-LOCKHART	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	17.15
LOCKHART HARDWARE	48580/1	MARSKET ST ANNEX-LOCKHART	MARKET ST. ANNEX-LOCKHART	001-6520-3530	90.75
LOCKHART HARDWARE	48594/1	LW SCOTT ANNEX-LOCKHART	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	16.47
SMITH SUPPLY CO.- LOCKHART	2309-579262	LW SCOTT ANNEX-LOCKHART	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	14.95
LOCKHART HARDWARE	48578/1	BUILDING MAINTENANCE-LOC...	BUILDING MAINTENANCE-LOC...	001-6520-3600	14.99
SMITH SUPPLY CO.- LOCKHART	2309-579568	GROUNDS UPKEEP	GROUNDS UPKEEP	001-6520-4440	2.50
LOCKHART HARDWARE	48639/1	CALDWELL CO MUSEUM-LOC...	CALDWELL CO. MUSEUM-LOC...	001-6520-3590	109.95
LOCKHART HARDWARE	48644/1	CALDWELL CO COURTHOUSE	CALDWELL CO. COURTHOUSE	001-6520-5120	36.94
CINTAS CORPORATION #86	4168436152	UNIFORMS	UNIFORMS	001-6520-3140	51.28
LOCKHART HARDWARE	48658/1	LULING ANNEX	LULING ANNEX	001-6520-3510	58.74
LOCKHART HARDWARE	48660/1	LYTTON SPRINGS ANNEX	Lytton Springs Annex	001-6520-3660	42.97
LOCKHART HARDWARE	48680/1	GROUNDS UPKEEP	GROUNDS UPKEEP	001-6520-4440	3.59
LOCKHART HARDWARE	48711/1	BUILDING MAINTENANCE - LO...	BUILDING MAINTENANCE-LOC...	001-6520-3600	26.97
SMITH SUPPLY CO.- LOCKHART	2309-581122	LW SCOTT ANNEX LOCKHART	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	63.00
LOCKHART HARDWARE	48735/1	JUDICIAL CENTER-LOCKHART	JUDICIAL CENTER-LOCKHART	001-6520-3550	14.99

Expense Approval Register

Packet: APPKT12936 - AP 10.10.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ROBERT MADDEN, INC.	6222451	LW SCOTT ANNEX LOCKHAR	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	470.89
JOHN DEERE FINANCIAL	2309-297278	LULING ANNEX	LULING ANNEX	001-6520-3510	99.99
JOHN DEERE FINANCIAL	2309-297716	CALDWELL CO COURTHOUSE-...	CALDWELL CO. COURTHOUSE	001-6520-5120	3.99
SMITH SUPPLY CO.- LOCKHART	2309-581619	GROUNDS UPKEEO	GROUNDS UPKEEP	001-6520-4440	116.95
CINTAS CORPORATION #86	4169133169	UNIFORMS	UNIFORMS	001-6520-3140	51.28
LOCKHART HARDWARE	48775/1	CALDWELL CO COURTHOUSE	CALDWELL CO. COURTHOUSE	001-6520-5120	13.80
LOCKHART HARDWARE	48783/1	CALDWELL CO COURTHOUSE	CALDWELL CO. COURTHOUSE	001-6520-5120	16.99
ROBERT MADDEN, INC.	6225645	Slater Building AC Parts	SLATER BUILDING-LULING	001-6520-3570	8,366.00
ROBERT MADDEN, INC.	6225645	Labor Misc	REPAIRS & MAINTENANCE	001-6520-4510	1,432.00
Department 6520 - BUILDING MAINTENANCE Total:					13,980.51
Department : 6550 - ELECTIONS					
ELECTION SYSTEMS & SOFTW...	CD2065433	Pollbook Repair	REPAIRS & MAINTENANCE	001-6550-4510	536.85
Department 6550 - ELECTIONS Total:					536.85
Department : 6560 - COMMISSIONERS COURT					
TEXAS JUDICIAL ACADEMY	244059 2023	TX JUDICIAL MEMBERSHIP DU...	DUES & SUBSCRIPTIONS	001-6560-3050	200.00
LOCKHART POST REGISTER	00095770	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	182.75
LOCKHART POST REGISTER	00095771	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	344.00
LOCKHART POST REGISTER	00095783	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	182.75
LOCKHART POST REGISTER	00095786	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	344.00
LOCKHART POST REGISTER	00095795	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	903.00
CARD SERVICE CENTER	66358467	FAIRMONT- JUDGE HADEN	TRAINING	001-6560-4810	247.17
LOCKHART POST REGISTER	00095834	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	182.75
LOCKHART POST REGISTER	00095836	Post Register Blanket PO	ADVERTISING AND LEGAL NOT...	001-6560-4310	903.00
THE LULING NEWSBOY & SIGN...	8/31/2023	tax rate/elected official/budget...	ADVERTISING AND LEGAL NOT...	001-6560-4310	738.62
THE LULING NEWSBOY & SIGN...	09182023	ANNUAL NEWSPAPER SUBSCR...	OFFICE SUPPLIES	001-6560-3110	41.00
PRINTING SOLUTIONS	4261 POS	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6560-3110	12.30
Department 6560 - COMMISSIONERS COURT Total:					4,281.34
Department : 6590 - PURCHASING					
THE LULING NEWSBOY & SIGN...	08312023	ADVERTISING	ADVERTISING	001-6590-4310	178.50
CARD SERVICE CENTER	09.18.23 CARSER	Purchasing Office move 09.18...	MACHINERY AND EQUIPMENT	001-6590-5310	719.97
DEWITT POTH & SON	730888-0	Retrun LT	MACHINERY AND EQUIPMENT	001-6590-5310	655.00
DEWITT POTH & SON	730888-0	Desk RT	MACHINERY AND EQUIPMENT	001-6590-5310	810.00
AMAZON.COM SALES, INC	1NC1-WQL1-RWNL	MACHINERY & EQUIPMENT	MACHINERY AND EQUIPMENT	001-6590-5310	139.45
Department 6590 - PURCHASING Total:					2,502.92
Department : 6600 - ENG. & SUBDIVISION					
AMERICAN STRUCTUREPOINT, ...	167759	Blanket PO American Structur...	Professional Services	001-6600-4110	6,326.79
Department 6600 - ENG. & SUBDIVISION Total:					6,326.79
Department : 6610 - IT-TECHNOLOGY					
CARD SERVICE CENTER	09.15.2023 CARSER	Annual Splashtop Renewal	COMPUTER SUPPORT	001-6610-4185	4,986.48
RingCentral, Inc	CD_000661299	RingCentral Initial Setup/Instal...	MACHINERY AND EQUIPMENT	001-6610-5310	1,875.86
LOCAL LINUX, INC	78597	DATTO Backup Support	COMPUTER SUPPORT	001-6610-4185	3,858.00
Department 6610 - IT-TECHNOLOGY Total:					10,720.34
Department : 6630 - GRANT WRITING/ADMIN					
DEWITT POTH & SON	730144-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6630-3110	308.50
DEWITT POTH & SON	730144-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6630-3110	165.98
DEWITT POTH & SON	730144-2	OFFICE SUPPLIESA	OFFICE SUPPLIES	001-6630-3110	82.99
DEWITT POTH & SON	730144-3	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6630-3110	82.99
Department 6630 - GRANT WRITING/ADMIN Total:					640.46
Department : 7620 - COUNTY WELFARE					
BELL COUNTY CLERK'S OFFICE	23CMI00828	Cause 23CMI00828	SANITY HEARINGS	001-7620-4312	660.00
RILEY GARDNER MEMORIAL S...	09.28.2023 RILGAR	headstone invoice	INDIGENT FUNERAL	001-7620-4320	820.00
Department 7620 - COUNTY WELFARE Total:					1,480.00
Department : 8700 - COUNTY AGENT					
LAUREN PAIGE BIELAMOWICZ	09222023	DISTRICT FALL MEETING	TRANSPORTATION-AG/4H/NR	001-8700-4260	217.98
ELSIE LACY	09252023	4-H MTG/YOUTH GRILL OFF SE...	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	98.26

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ELSIE LACY	09282023	TEAFCS/ADMIN-ELSIE LACY	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	567.72
				Department 8700 - COUNTY AGENT Total:	883.96
				Fund 001 - GENERAL FUND Total:	235,797.25

Fund: 002 - UNIT ROAD FUND**Department : 1101 - ADMINISTRATION**

DEWITT POTH & SON	730217-0	OFFICE SUPPLIES	OPERATING SUPPLIES	002-1101-3130	191.05
ERGON ASPHALT AND EMULSI...	9403023662	Paving	PAVING	002-1101-3106	90.00
ERGON ASPHALT AND EMULSI...	9403023663	Paving	PAVING	002-1101-3106	215.94
HANSON EQUIPMENT	300992	TIRES	TIRES	002-1101-3190	22.75
ERGON ASPHALT AND EMULSI...	9403025395	Seal Coating	SEAL COATING	002-1101-4630	6,222.60
LOCKHART HARDWARE	48539/1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	18.73
ERGON ASPHALT AND EMULSI...	9403026571	Seal Coating	SEAL COATING	002-1101-4630	6,232.38
LOCKHART HARDWARE	48556/1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	11.00
ERGON ASPHALT AND EMULSI...	9403028329	Paving	PAVING	002-1101-3106	180.00
BRAUNTEX MATERIALS, INC.	150018	Flex Base	FLEX BASE MATERIALS	002-1101-3143	14,958.00
BRAUNTEX MATERIALS, INC.	150019	Flex Base	FLEX BASE MATERIALS	002-1101-3143	37,335.22
SMITH SUPPLY CO.- LOCKHART	2309-578989	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	15.90
SMITH SUPPLY CO.- LOCKHART	23096-579032	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	9.50
UNIVERSAL ENVIRONMENTAL ...	IN0540859	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	24.15
SMITH SUPPLY CO.- LOCKHART	2309-579433	Culverts	CULVERT PIPE	002-1101-3116	7,799.60
ERGON ASPHALT AND EMULSI...	9403030225	Seal Coating	SEAL COATING	002-1101-4630	6,288.64
JOHN DEERE FINANCIAL	2309-292923	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	46.00
HANSON EQUIPMENT	301108	TIRES	TIRES	002-1101-3190	440.60
HANSON EQUIPMENT	301109	TIRES	TIRES	002-1101-3190	22.23
ERGON ASPHALT AND EMULSI...	9403031560	Seal Coating	SEAL COATING	002-1101-4630	6,203.02
HANSON EQUIPMENT	300884	TIRES	TIRES	002-1101-3190	25.00
ERGON ASPHALT AND EMULSI...	9403020542	Seal Coating	SEAL COATING	002-1101-4630	17,860.36
ERGON ASPHALT AND EMULSI...	9403021531	Seal Coating	SEAL COATING	002-1101-4630	17,637.17
ERGON ASPHALT AND EMULSI...	9403022614	Seal Coating	SEAL COATING	002-1101-4630	5,360.19
				Department 1101 - ADMINISTRATION Total:	127,210.03

Department : 1102 - VEHICLE MAINTENANCE

DOGGETT FREIGHTLINER OF A...	R105007509.01-1	Shop Enviro Fee	SUPPLIES & SMALL TOOLS	002-1102-3136	170.00
DOGGETT FREIGHTLINER OF A...	R105007509.01-1	Admin Fee	SUPPLIES & SMALL TOOLS	002-1102-3136	29.00
LOCKHART MOTOR CO.,INC.	101820	OP	SUPPLIES & SMALL TOOLS	002-1102-3136	407.40
KYRISH TRUCK CENTER OF AU...	X301175867 01	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	197.20
KYRISH TRUCK CENTER OF AU...	X301175822 01	Ref. Estimate - E301047617 da...	REPAIRS & MAINTENANCE	002-1102-4510	4,792.45
KYRISH TRUCK CENTER OF AU...	X301175822 2	Ref. Estimate - E301047617 da...	REPAIRS & MAINTENANCE	002-1102-4510	2,750.64
SEAN MATTHEW MANN	163716	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	330.00
KYRISH TRUCK CENTER OF AU...	X301175822 03	Ref. Estimate - E301047617 da...	REPAIRS & MAINTENANCE	002-1102-4510	6,543.55
ASSOCIATED SUPPLY COMPAN...	PS0442858-1	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	129.48
SEAN MATTHEW MANN	163264	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	311.25
SEAN MATTHEW MANN	163285	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	142.05
DOGGETT FREIGHTLINER OF S...	X112033784 01	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	248.82
				Department 1102 - VEHICLE MAINTENANCE Total:	16,051.84

Department : 1103 - FLEET MAINTENANCE

XL PARTS, LLC	0416ZW2054	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	19.62
GOODYEAR AUTO SERVICE CE...	0000027938	Tires	TIRES	002-1103-3190	1,540.00
CINTAS CORPORATION #86	4167720447	Uniforms	UNIFORMS	002-1103-3140	52.37
SEAN MATTHEW MANN	163661	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	1,151.77
SEAN MATTHEW MANN	163672	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	202.99
LOCKHART MOTOR CO.,INC.	101839	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	364.83
SEAN MATTHEW MANN	163787	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	73.07
SEAN MATTHEW MANN	163807	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	209.94
SEAN MATTHEW MANN	163809	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	35.78
SEAN MATTHEW MANN	163832	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	99.00
SEAN MATTHEW MANN	163903	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	42.26
SEAN MATTHEW MANN	163917	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	136.11
SEAN MATTHEW MANN	163919	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	7.70
CINTAS CORPORATION #86	4168435920	Uniforms	UNIFORMS	002-1103-3140	52.37

Expense Approval Register

Packet: APPKT12936 - AP 10.10.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SEAN MATTHEW MANN	163968	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	108.02
SEAN MATTHEW MANN	164042	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	27.00
SEAN MATTHEW MANN	164080	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	-20.24
SEAN MATTHEW MANN	163306	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	99.99
				Department 1103 - FLEET MAINTENANCE Total:	4,202.58
				Fund 002 - UNIT ROAD FUND Total:	147,464.45
Fund: 003 - RECORDS PRESERVATION FUND					
Department : 3000 - COUNTY CLERK EXP					
KOFILE PRESERVATION	INV-KT-012528	Records Preservation	District Clerk Binding	003-3000-5616	30,000.00
				Department 3000 - COUNTY CLERK EXP Total:	30,000.00
				Fund 003 - RECORDS PRESERVATION FUND Total:	30,000.00
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
RELX INC. DBA LEXISNEXIS	3094596621	Capital Outlay Blanket PO	OTHER CAPITAL OUTLAY	005-1000-5910	449.00
RELX INC. DBA LEXISNEXIS	3094651980	Capital Outlay Blanket PO	OTHER CAPITAL OUTLAY	005-1000-5910	449.00
				Department 1000 - DEPARTMENTS - Header Total:	898.00
				Fund 005 - LAW LIBRARY FUND Total:	898.00
Fund: 010 - GRANT FUND - GENERAL					
Department : 4323 - CONSTABLES - PCT 3					
DANIEL P PEACOCK	09212023	MINOR DECOY-TOBACCO STI...	Operating Exp-PCT 3	010-4323-4515	120.00
PRESLIE MAKENA BAUER	09272023	MINOR DECOY-TOBACCO STI...	Operating Exp-PCT 3	010-4323-4515	80.00
				Department 4323 - CONSTABLES - PCT 3 Total:	200.00
				Fund 010 - GRANT FUND - GENERAL Total:	200.00
Fund: 019 - American Rescue Plan Fund					
Department : 1000 - DEPARTMENTS - Header					
TYLER TECHNOLOGIES, INC.	020-145859	Tyler Technology Blanket PO F...	ODYSSEY	019-1000-5166	1,705.00
				Department 1000 - DEPARTMENTS - Header Total:	1,705.00
				Fund 019 - American Rescue Plan Fund Total:	1,705.00
				Grand Total:	416,064.70

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	235,797.25
002 - UNIT ROAD FUND	147,464.45
003 - RECORDS PRESERVATION FUND	30,000.00
005 - LAW LIBRARY FUND	898.00
010 - GRANT FUND - GENERAL	200.00
019 - American Rescue Plan Fund	1,705.00
Grand Total:	416,064.70

Account Summary

Account Number	Account Name	Expense Amount
001-1370	POSTAGE INVENTORY	7,129.90
001-2120-3050	DUES & SUBSCRIPTIONS	41.00
001-2130-3110	OFFICE SUPPLIES	241.14
001-2130-4260	TRANSPORTATION	1,895.17
001-2130-4810	TRAINING	1,670.76
001-2130-5310	MACHINERY AND EQUIP...	313.02
001-2150-3110	OFFICE SUPPLIES	289.80
001-3200-3110	OFFICE SUPPLIES	73.68
001-3220-4810	TRAINING	118.00
001-3230-2090	OTHER INSURANCE	2,212.87
001-3230-3110	OFFICE SUPPLIES	252.00
001-3230-4011	ADMINISTRATIVE EXPEND...	1,750.00
001-3230-4020	COURT ADMINISTRATION	2,514.53
001-3230-4080	ADULT - ATTY LITIGATION...	149.00
001-3230-4150	ADULT - EXPERT WITNESS	3,300.00
001-3230-4160	ADULT - INDIGENT ATTO...	51,536.30
001-3240-4011	ADMINISTRATIVE EXPEND...	860.00
001-3240-4080	ADULT - ATTY LITIGATION...	660.00
001-3240-4160	ADULT - INDIGENT ATTO...	4,690.00
001-3240-4180	JUVENILE - INDIGENT ATT...	3,250.00
001-3240-4810	TRAINING	1,051.17
001-3251-3110	OFFICE SUPPLIES	215.00
001-3252-2070	EMPLOYEE BONDING	71.00
001-3252-3110	OFFICE SUPPLIES	55.99
001-3254-3110	OFFICE SUPPLIES	295.86
001-4300-3130	OPERATING SUPPLIES	15.99
001-4300-4810	TRAINING	50.00
001-4310-3100	FOOD SUPPLIES	14,054.93
001-4310-3130	OPERATING SUPPLIES	4,565.97
001-4310-4110	PROFESSIONAL SERVICES	14,353.23
001-4310-4135	EMPLOYEE PHYSICALS	350.00
001-4310-4510	REPAIRS & MAINTENANCE	876.89
001-4321-2070	EMPLOYEE BONDING	50.00
001-4321-3140	UNIFORMS-Expenses	110.00
001-4322-3110	OFFICE SUPPLIES	18.30
001-4323-4810	TRAINING	90.00
001-6510-3050	DUES & SUBSCRIPTIONS	56.00
001-6510-4110	PROFESSIONAL SERVICES	1,250.00
001-6510-4260	TRANSPORTATION	150.22
001-6510-4425	FAX & INTERNET	73,437.75
001-6510-4610	RENTALS	345.11
001-6510-4845	INSURANCE	11.00
001-6510-4853	County Fleet-Tags-Titles	22.50
001-6520-3130	OPERATING SUPPLIES	442.48
001-6520-3140	UNIFORMS	205.12
001-6520-3510	LULING ANNEX	158.73
001-6520-3530	MARKET ST. ANNEX-LOCK...	90.75
001-6520-3540	L.W.SCOTT ANNEX-LOCK...	625.41
001-6520-3550	JUDICIAL CENTER-LOCKH...	54.49

Account Summary

Account Number	Account Name	Expense Amount
001-6520-3570	SLATER BUILDING-LULING	8,366.00
001-6520-3590	CALDWELL CO. MUSEUM-...	109.95
001-6520-3600	BUILDING MAINTENANCE...	390.96
001-6520-3630	UNIT ROAD MAINTENANC...	1,636.09
001-6520-3660	Lytton Springs Annex	42.97
001-6520-4440	GROUNDS UPKEEP	123.04
001-6520-4510	REPAIRS & MAINTENANCE	1,432.00
001-6520-5120	CALDWELL CO. COURTHO...	302.52
001-6550-4510	REPAIRS & MAINTENANCE	536.85
001-6560-3050	DUES & SUBSCRIPTIONS	200.00
001-6560-3110	OFFICE SUPPLIES	53.30
001-6560-4310	ADVERTISING AND LEGAL...	3,780.87
001-6560-4810	TRAINING	247.17
001-6590-4310	ADVERTISING	178.50
001-6590-5310	MACHINERY AND EQUIP...	2,324.42
001-6600-4110	Professional Services	6,326.79
001-6610-4185	COMPUTER SUPPORT	8,844.48
001-6610-5310	MACHINERY AND EQUIP...	1,875.86
001-6630-3110	OFFICE SUPPLIES	640.46
001-7620-4312	SANITY HEARINGS	660.00
001-7620-4320	INDIGENT FUNERAL	820.00
001-8700-4251	MILEAGE REIMB- FAMILY...	665.98
001-8700-4260	TRANSPORTATION-AG/4H...	217.98
002-1101-3106	PAVING	485.94
002-1101-3116	CULVERT PIPE	7,799.60
002-1101-3130	OPERATING SUPPLIES	316.33
002-1101-3143	FLEX BASE MATERIALS	52,293.22
002-1101-3190	TIRES	510.58
002-1101-4630	SEAL COATING	65,804.36
002-1102-3136	SUPPLIES & SMALL TOOLS	1,965.20
002-1102-4510	REPAIRS & MAINTENANCE	14,086.64
002-1103-3135	OPERATING SUPPLIES	2,557.84
002-1103-3140	UNIFORMS	104.74
002-1103-3190	TIRES	1,540.00
003-3000-5616	District Clerk Binding	30,000.00
005-1000-5910	OTHER CAPITAL OUTLAY	898.00
010-4323-4515	Operating Exp-PCT 3	200.00
019-1000-5166	ODYSSEY	1,705.00
	Grand Total:	416,064.70

Project Account Summary

Project Account Key	Expense Amount
None	416,064.70
Grand Total:	416,064.70

**2. Ratify re-occurring County Payments –
Human Resources Department:**

**A. \$394,756.33 Payroll (09/10/2023 –
09/23/2023)**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

\$394,756.33 Payroll (09/10/2023 – 09/23/2023)

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

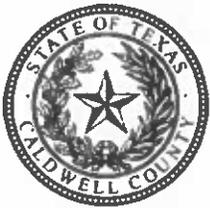
2. **Agenda Speakers:**

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

3. **Backup Materials:** None To Be Distributed 20 total # of backup pages (including this page)

4. 
Signature of Court Member

9/28/2023
Date



Packet: PYPKT02791 - Payroll 9102023 thru 9232023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 09/10/2023 - 09/23/2023

Department: 0000 - 911-GIS

Total Direct Deposits: 1,643.30
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
S	8.00	207.98
SAL	-7.00	1,871.83
Total:	1.00	2,114.43

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,789.84	0.00	0.00
MC	1,895.56	27.49	27.49
SS	1,895.56	117.52	117.52
Unemployment	2,083.85	0.00	0.00
Total:		145.01	145.01

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,114.43	105.72	115.45
550	0.00	30.58	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:		326.12	546.42

RECAP 0000 - 911-GIS

Earnings: 2,114.43 Benefits: 0.00 Deductions: 326.12 Taxes: 145.01 Net Pay: 1,643.30

Department: 1000 - Courthouse Security

Total Direct Deposits: 12,944.26
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
FLOAT	8.00	204.15
Hourly	516.00	13,362.20
S	16.00	408.30
Uniform	0.00	200.00
Vacation	100.00	2,562.10
Total:	640.00	16,752.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	15,467.80	1,268.52	0.00
MC	16,305.47	236.43	236.43
SS	16,305.47	1,010.94	1,010.94
Unemployment	16,696.93	0.00	0.00
Total:		2,515.89	1,247.37

DEDUCTIONS

Code	Subject To	Employee	Employer
400	16,752.90	837.67	914.69
550	0.00	55.97	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	318.78	2,388.10
595	0.00	8.46	0.00
615	0.00	44.22	0.00
Total:		1,292.75	3,302.79

RECAP 1000 - Courthouse Security

Earnings: 16,752.90 Benefits: 0.00 Deductions: 1,292.75 Taxes: 2,515.89 Net Pay: 12,944.26

Department: 1101 - Unit Road

Total Direct Deposits: 35,710.13
 Total Check Amounts: 1,300.26

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	66.92	Federal W/H	43,813.56	3,253.54	0.00
Hourly	1,931.00	39,111.71	MC	46,199.87	669.90	669.90
OT	2.00	58.96	SS	46,199.87	2,864.43	2,864.43
S	139.06	2,915.11	Unemployment	47,546.52	0.00	0.00
SAL	-7.00	2,185.28		Total:	6,787.87	3,534.33
Vacation	65.94	1,423.48				
VAC-PAYOUT	99.96	1,964.46				
Total:	2,230.96	47,725.92				

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	47,725.92	2,386.31	2,605.78
550	0.00	179.40	0.00
580	0.00	15.30	0.00
590	0.00	1,084.09	9,326.47
595	0.00	37.49	0.00
615	0.00	225.07	0.00
Total:		3,927.66	11,932.25

RECAP 1101 - Unit Road									
Earnings:	47,725.92	Benefits:	0.00	Deductions:	3,927.66	Taxes:	6,787.87	Net Pay:	37,010.39

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,247.34
 Total Check Amounts: 2,884.55

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Hourly	218.50	4,604.76	Federal W/H	4,857.85	333.10	0.00
OT	2.00	68.48	MC	5,115.57	74.17	74.17
Vacation	21.50	481.26	SS	5,115.57	317.16	317.16
Total:	242.00	5,154.50	Unemployment	5,124.26	0.00	0.00
				Total:	724.43	391.33

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	5,154.50	257.72	281.43
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:		298.18	1,426.05

RECAP 1102 - Vehicle Maintenance									
Earnings:	5,154.50	Benefits:	0.00	Deductions:	298.18	Taxes:	724.43	Net Pay:	4,131.89

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,290.34
Total Check Amounts: 1,421.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	152.00	3,166.19
Vacation	8.00	176.08
Total:	160.00	3,342.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,119.45	153.63	0.00
MC	3,286.57	47.65	47.65
SS	3,286.57	203.77	203.77
Unemployment	3,327.15	0.00	0.00
Total:	405.05	251.42	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,342.27	167.12	182.49
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:	225.88	564.03	

RECAP 1103 - Fleet Maintenance

Earnings: 3,342.27 Benefits: 0.00 Deductions: 225.88 Taxes: 405.05 Net Pay: 2,711.34

Department: 2120 - County Treasurer

Total Direct Deposits: 2,654.20
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	157.50	3,404.84
Vacation	2.50	62.89
Total:	160.00	3,467.73

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,136.86	222.54	0.00
MC	3,360.25	48.72	48.72
SS	3,360.25	208.34	208.34
Unemployment	3,452.61	0.00	0.00
Total:	479.60	257.06	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,467.73	173.39	189.34
520	0.00	50.00	0.00
550	0.00	15.12	0.00
551	0.00	63.46	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	26.79	0.00
Total:	333.93	952.42	

RECAP 2120 - County Treasurer

Earnings: 3,467.73 Benefits: 0.00 Deductions: 333.93 Taxes: 479.60 Net Pay: 2,654.20

Department: 2130 - County Auditor

Total Direct Deposits: 8,150.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	235.25	5,440.17
S	31.55	732.24
SAL	-38.00	4,673.05
Vacation	13.20	306.36
Total:	242.00	11,218.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,825.45	874.51	0.00
MC	10,386.40	150.61	150.61
SS	10,386.40	643.96	643.96
Unemployment	11,203.62	0.00	0.00
Total:	1,669.08	1,669.08	794.57

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,218.74	560.95	612.55
550	0.00	15.12	0.00
551	0.00	43.00	0.00
580	0.00	6.12	0.00
590	0.00	680.22	1,681.53
595	0.00	12.50	0.00
615	0.00	81.50	0.00
Total:	1,399.41	2,294.08	

RECAP 2130 - County Auditor

Earnings: 11,218.74 Benefits: 0.00 Deductions: 1,399.41 Taxes: 1,669.08 Net Pay: 8,150.25

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 8,846.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	435.00	8,128.27
PEO	10.00	186.00
S	35.00	663.68
SAL	1.00	2,320.52
Total:	481.00	11,349.24

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,387.82	692.73	0.00
MC	11,075.28	160.59	160.59
SS	11,075.28	686.67	686.67
Unemployment	8,965.36	0.00	0.00
Total:	1,539.99	1,539.99	847.26

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,349.24	567.46	619.68
520	0.00	120.00	0.00
550	0.00	43.86	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:	962.95	3,339.89	

RECAP 2140 - Tax Assessor-Collector

Earnings: 11,349.24 Benefits: 0.00 Deductions: 962.95 Taxes: 1,539.99 Net Pay: 8,846.30

Department: 2150 - County Clerk

Total Direct Deposits: 10,597.97
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	600.75	10,816.58
S	12.00	219.96
SAL	1.00	2,329.39
Vacation	27.25	486.12
Total:	641.00	13,852.05

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,219.15	606.15	0.00
MC	12,971.77	188.10	188.10
SS	12,971.77	804.25	804.25
Unemployment	11,452.84	0.00	0.01
Total:	11,452.84	1,598.50	992.36

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,852.05	692.62	756.30
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	139.46	0.00
580	0.00	9.18	0.00
590	0.00	520.83	3,158.26
595	0.00	20.92	0.00
610	0.00	13.50	0.00
615	0.00	114.13	0.00
Total:	13,852.05	1,655.58	3,914.56

RECAP 2150 - County Clerk

Earnings: 13,852.05 Benefits: 0.00 Deductions: 1,655.58 Taxes: 1,598.50 Net Pay: 10,597.97

Department: 3000 - County Clerk

Total Direct Deposits: 1,112.90
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	56.00	970.20
S	8.00	138.60
Vacation	16.00	277.20
Total:	80.00	1,386.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,301.58	83.81	0.00
MC	1,370.88	19.88	19.88
SS	1,370.88	84.99	84.99
Unemployment	1,370.88	0.00	0.00
Total:	1,370.88	188.68	104.87

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,386.00	69.30	75.68
550	0.00	15.12	0.00
590	0.00	0.00	381.54
Total:	1,386.00	84.42	457.22

RECAP 3000 - County Clerk

Earnings: 1,386.00 Benefits: 0.00 Deductions: 84.42 Taxes: 188.68 Net Pay: 1,112.90

Department: 3200 - District Attorney

Total Direct Deposits: 26,395.98
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
DA Staff Supplement	0.00	1,228.17
Hourly	525.50	11,488.17
S	32.00	769.55
SAL	1.00	21,170.10
Vacation	8.50	249.72
Total:	567.00	36,371.86

TAXES

Code	Subject To	Employee	Employer
Federal W/H	32,918.30	3,824.05	0.00
MC	34,733.76	503.64	503.64
SS	34,733.76	2,153.48	2,153.48
Unemployment	33,572.39	0.00	0.00
Total:		6,481.17	2,657.12

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,109.07	1,755.46	1,916.96
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	296.16	0.00
552	0.00	192.30	0.00
580	0.00	9.18	0.00
590	0.00	882.04	5,503.99
595	0.00	23.12	0.00
615	0.00	123.18	0.00
Total:		3,462.74	7,420.95

RECAP 3200 - District Attorney

Earnings: 36,371.86 Benefits: 0.00 Deductions: 3,462.74 Taxes: 6,481.17 Net Pay: 26,427.95

Department: 3201 - Environmental Task Force

Total Direct Deposits: 6,109.98
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	85.39
Hourly	300.00	7,347.44
S	20.00	614.14
Uniform	0.00	75.00
Total:	320.00	8,121.97

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,385.90	675.23	0.00
MC	7,792.00	112.99	112.99
SS	7,792.00	483.11	483.11
Unemployment	8,044.30	0.00	0.00
Total:		1,271.33	596.10

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,121.97	406.10	443.46
550	0.00	77.67	0.00
551	0.00	50.00	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	36.56	0.00
Total:		740.66	1,637.51

RECAP 3201 - Environmental Task Force

Earnings: 8,121.97 Benefits: 0.00 Deductions: 740.66 Taxes: 1,271.33 Net Pay: 6,109.98

Department: 3220 - District Clerk

Total Direct Deposits: 8,930.65
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	472.00	8,875.32
SAL	1.00	2,330.67
Vacation	8.00	133.18
Total:	481.00	11,339.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,638.30	844.34	0.00
MC	11,205.26	162.46	162.46
SS	11,205.26	694.73	694.73
Unemployment	7,430.71	0.00	0.01
Total:	1,701.53	1,701.53	857.20

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,339.17	566.96	619.11
550	0.00	58.98	0.00
580	0.00	6.12	0.00
590	0.00	0.00	2,670.78
595	0.00	12.66	0.00
615	0.00	62.27	0.00
Total:	706.99	706.99	3,289.89

RECAP 3220 - District Clerk

Earnings: 11,339.17 Benefits: 0.00 Deductions: 706.99 Taxes: 1,701.53 Net Pay: 8,930.65

Department: 3230 - District Judge

Total Direct Deposits: 5,995.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	77.00	1,850.96
SAL	7.00	5,932.70
Vacation	3.00	72.12
Total:	87.00	7,855.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,000.39	430.39	0.00
MC	7,493.17	108.64	108.64
SS	7,493.17	464.57	464.57
Unemployment	7,094.42	0.00	0.00
Total:	1,003.60	1,003.60	573.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,855.78	392.78	428.93
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:	856.92	856.92	1,241.44

RECAP 3230 - District Judge

Earnings: 7,855.78 Benefits: 0.00 Deductions: 856.92 Taxes: 1,003.60 Net Pay: 5,995.26

Department: 3240 - County Court Law

Total Direct Deposits: 8,842.57
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Jud Stip	1.00	3,230.77
SAL	3.00	8,649.40
Total:	4.00	11,914.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,030.57	1,295.52	0.00
MC	11,626.31	168.58	168.58
SS	11,626.31	720.84	720.84
Unemployment	5,598.82	0.00	0.02
Total:		2,184.94	889.44

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,914.79	595.74	650.54
550	0.00	45.70	0.00
551	0.00	10.00	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	12.48	0.00
615	0.00	60.91	0.00
Total:		887.28	1,463.05

RECAP 3240 - County Court Law

Earnings: 11,914.79 Benefits: 0.00 Deductions: 887.28 Taxes: 2,184.94 Net Pay: 8,842.57

Department: 3251 - JP Prect. 1

Total Direct Deposits: 2,060.68
 Total Check Amounts: 1,340.39

EARNINGS

Pay Code	Units	Pay Amount
Hourly	144.00	2,523.84
S	16.00	280.43
SAL	1.00	2,059.29
Total:	161.00	4,863.56

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,162.08	347.49	0.00
MC	4,405.26	63.87	63.87
SS	4,405.26	273.12	273.12
Unemployment	2,804.27	0.00	0.00
Total:		684.48	336.99

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,863.56	243.18	265.55
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:		778.01	1,459.60

RECAP 3251 - JP Prect. 1

Earnings: 4,863.56 Benefits: 0.00 Deductions: 778.01 Taxes: 684.48 Net Pay: 3,401.07

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,854.27
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	2,930.96
SAL	1.00	2,059.29
Total:	161.00	4,990.25

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,634.71	388.71	0.00
MC	4,884.22	70.82	70.82
SS	4,884.22	302.82	302.82
Unemployment	2,900.38	0.00	0.01
Total:	762.35	373.65	373.65

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,990.25	249.51	272.48
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:	373.63	1,417.10	

RECAP 3252 - JP Prect. 2

Earnings: 4,990.25 Benefits: 0.00 Deductions: 373.63 Taxes: 762.35 Net Pay: 3,854.27

Department: 3253 - JP Prect. 3

Total Direct Deposits: 3,640.33
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	116.00	2,118.60
S	4.00	72.57
SAL	1.00	2,059.29
Vacation	40.00	739.80
Total:	161.00	5,024.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,503.24	496.12	0.00
MC	4,754.49	68.95	68.95
SS	4,754.49	294.78	294.78
Unemployment	2,900.73	0.00	0.00
Total:	859.85	363.73	363.73

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,024.88	251.25	274.37
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:	524.70	1,468.42	

RECAP 3253 - JP Prect. 3

Earnings: 5,024.88 Benefits: 0.00 Deductions: 524.70 Taxes: 859.85 Net Pay: 3,640.33

Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,627.24
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,479.58
SAL	1.00	2,059.29
Total:	81.00	3,538.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,095.83	215.17	0.00
MC	3,272.77	47.45	47.45
SS	3,272.77	202.91	202.91
Unemployment	1,464.46	0.00	0.00
Total:	465.53	250.36	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,538.87	176.94	193.23
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:	446.10	1,005.74	

RECAP 3254 - JP Prect. 4

Earnings: 3,538.87 Benefits: 0.00 Deductions: 446.10 Taxes: 465.53 Net Pay: 2,627.24

Department: 4300 - County Sheriff

Total Direct Deposits: 74,292.47
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	503.11
FH - LAW	12.00	291.65
FLOAT	8.00	210.76
Hourly	2,821.00	68,770.89
OT	181.00	6,556.46
S	159.00	3,915.10
SAL	-3.00	14,022.53
Uniform	0.00	949.30
Vacation	94.00	2,147.51
Total:	3,272.00	97,383.46

TAXES

Code	Subject To	Employee	Employer
Federal W/H	90,693.60	8,452.95	0.00
MC	95,561.97	1,385.64	1,385.64
SS	95,561.97	5,924.86	5,924.86
Unemployment	93,436.90	0.00	0.01
Total:	15,763.45	7,310.51	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	97,367.31	4,868.37	5,316.22
530	0.00	578.55	0.00
550	0.00	485.76	0.00
551	0.00	155.39	0.00
580	0.00	32.13	0.00
590	0.00	637.56	15,077.78
595	0.00	62.87	0.00
610	0.00	27.00	0.00
615	0.00	479.91	0.00
Total:	7,327.54	20,394.00	

RECAP 4300 - County Sheriff

Earnings: 97,383.46 Benefits: 0.00 Deductions: 7,327.54 Taxes: 15,763.45 Net Pay: 74,292.47

Department: 4310 - County Jail

Total Direct Deposits: 71,695.76
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	233.06
FH - LAW	10.50	236.05
Hourly	3,032.00	70,608.44
LWOP	68.88	0.00
OT	250.50	8,654.93
S	37.50	941.92
SAL	3.00	7,605.13
Uniform	0.00	875.00
Vacation	183.37	4,164.20
Total:	3,585.75	93,318.73

TAXES

Code	Subject To	Employee	Employer
Federal W/H	85,774.99	7,007.10	0.00
MC	90,440.94	1,311.42	1,311.42
SS	90,440.94	5,607.35	5,607.35
Unemployment	92,851.32	0.00	0.00
Total:		13,925.87	6,918.77

DEDUCTIONS

Code	Subject To	Employee	Employer
400	93,318.73	4,665.95	5,095.22
530	0.00	115.38	0.00
550	0.00	467.41	0.00
551	0.00	219.20	0.00
580	0.00	24.48	0.00
590	0.00	1,317.78	15,996.23
595	0.00	89.63	0.00
610	0.00	13.50	0.00
615	0.00	783.77	0.00
Total:		7,697.10	21,091.45

RECAP 4310 - County Jail

Earnings: 93,318.73 Benefits: 0.00 Deductions: 7,697.10 Taxes: 13,925.87 Net Pay: 71,695.76

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 7,269.86
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	332.50	7,075.19
SAL	1.00	1,448.45
Uniform	0.00	25.00
Total:	333.50	8,583.26

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,154.09	227.60	0.00
MC	8,583.26	124.47	124.47
SS	8,583.26	532.16	532.16
Unemployment	3,098.92	0.00	0.00
Total:		884.23	656.63

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,583.26	429.17	468.65
Total:		429.17	468.65

RECAP 4321 - Constables-Pct. 1

Earnings: 8,583.26 Benefits: 0.00 Deductions: 429.17 Taxes: 884.23 Net Pay: 7,269.86

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,692.10
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,152.64
SAL	1.00	1,448.45
Uniform	0.00	50.00
Total:	141.00	3,685.71

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,365.87	402.19	0.00
MC	3,550.15	51.47	51.47
SS	3,550.15	220.11	220.11
Unemployment	2,177.64	0.00	0.00
Total:	673.77	673.77	271.58

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,685.71	184.28	201.24
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	381.54
615	0.00	18.10	0.00
Total:	319.84	319.84	582.78

RECAP 4322 - Constables-Pct. 2

Earnings: 3,685.71 Benefits: 0.00 Deductions: 319.84 Taxes: 673.77 Net Pay: 2,692.10

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 4,813.35
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	204.50	3,696.71
OT	4.50	122.02
S	5.50	99.42
SAL	1.00	1,448.45
Uniform	0.00	50.00
Vacation	36.00	651.35
Total:	251.50	6,118.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,557.63	292.65	0.00
MC	5,863.57	85.03	85.03
SS	5,863.57	363.54	363.54
Unemployment	2,762.05	0.00	0.00
Total:	741.22	741.22	448.57

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,118.72	305.94	334.07
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:	564.15	564.15	1,146.58

RECAP 4323 - Constables-Pct. 3

Earnings: 6,118.72 Benefits: 0.00 Deductions: 564.15 Taxes: 741.22 Net Pay: 4,813.35

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 8,768.77
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
CSP-OT	175.00	3,914.25
Hourly	286.00	5,445.26
S	11.00	183.25
SAL	1.00	1,448.45
Total:	473.00	10,991.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,091.24	503.86	0.00
MC	10,680.81	154.88	154.88
SS	10,680.81	662.20	662.20
Unemployment	6,693.56	0.00	0.01
Total:	1,320.94	1,320.94	817.09

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,991.21	549.57	600.13
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:	901.50	1,412.64	

RECAP 4324 - Constables-Pct. 4

Earnings: 10,991.21 Benefits: 0.00 Deductions: 901.50 Taxes: 1,320.94 Net Pay: 8,768.77

Department: 4330 - Driver's License

Total Direct Deposits: 478.85
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	585.20
Total:	40.00	585.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	555.94	32.32	0.00
MC	585.20	8.49	8.49
SS	585.20	36.28	36.28
Unemployment	585.20	0.00	0.00
Total:	77.09	77.09	44.77

DEDUCTIONS

Code	Subject To	Employee	Employer
400	585.20	29.26	31.95
Total:	29.26	31.95	

RECAP 4330 - Driver's License

Earnings: 585.20 Benefits: 0.00 Deductions: 29.26 Taxes: 77.09 Net Pay: 478.85

Department: 5401 - Juvenile Probation

Total Direct Deposits: 17,209.31
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	163.82
FLOAT	16.00	381.59
Hourly	483.25	14,481.44
JP COMP TAKEN	9.75	321.06
S	40.00	1,098.01
SAL	-6.00	6,908.55
Vacation	19.00	667.80
Total:	562.00	24,022.27

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	17.75	563.94
Total:	17.75	563.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	20,818.78	1,898.17	0.00
MC	22,269.90	322.92	322.92
SS	22,269.90	1,380.73	1,380.73
Unemployment	24,022.27	0.00	0.00
Total:	67,380.85	3,601.82	1,703.65

DEDUCTIONS

Code	Subject To	Employee	Employer
400	24,022.27	1,201.12	1,311.61
520	0.00	250.00	0.00
551	0.00	588.44	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:	24,022.27	3,211.14	4,568.73

RECAP 5401 - Juvenile Probation

Earnings:	24,022.27	Benefits:	563.94	Deductions:	3,211.14	Taxes:	3,601.82	Net Pay:	17,209.31
-----------	-----------	-----------	--------	-------------	----------	--------	----------	----------	-----------

Department: 6520 - Building Maintenance

Total Direct Deposits: 8,780.57
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	131.52
Hourly	428.00	8,033.85
S	64.00	1,350.32
SAL	1.00	1,167.58
Vacation	20.00	392.67
Total:	513.00	11,075.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,345.20	706.30	0.00
MC	10,899.00	158.04	158.04
SS	10,899.00	675.74	675.74
Unemployment	9,629.00	0.00	0.01
Total:	31,772.20	1,540.08	833.79

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,075.94	553.80	604.75
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:	11,075.94	755.29	3,275.53

RECAP 6520 - Building Maintenance

Earnings:	11,075.94	Benefits:	0.00	Deductions:	755.29	Taxes:	1,540.08	Net Pay:	8,780.57
-----------	-----------	-----------	------	-------------	--------	--------	----------	----------	----------

Department: 6550 - Elections

Total Direct Deposits: 3,973.04
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	142.00	2,576.32
S	10.00	186.85
SAL	1.00	2,230.77
Vacation	8.00	149.48
Total:	161.00	5,178.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,687.65	334.67	0.00
MC	4,946.55	71.72	71.72
SS	4,946.55	306.69	306.69
Unemployment	5,147.80	0.00	0.00
Total:		713.08	378.41

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,178.04	258.90	282.72
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,194.05
595	0.00	6.33	0.00
615	0.00	35.53	0.00
Total:		491.92	1,476.77

RECAP 6550 - Elections

Earnings: 5,178.04 Benefits: 0.00 Deductions: 491.92 Taxes: 713.08 Net Pay: 3,973.04

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,097.85
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	228.66
Hourly	72.00	1,384.61
SAL	7.00	15,936.74
Vacation	8.00	153.85
Total:	87.00	17,703.86

TAXES

Code	Subject To	Employee	Employer
Federal W/H	15,508.68	1,144.46	0.00
MC	16,493.88	239.17	239.17
SS	16,493.88	1,022.61	1,022.61
Unemployment	5,587.14	0.00	0.00
Total:		2,406.24	1,261.78

DEDUCTIONS

Code	Subject To	Employee	Employer
400	17,703.86	885.20	966.64
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:		2,199.77	4,181.41

RECAP 6560 - Commissioners Court

Earnings: 17,703.86 Benefits: 0.00 Deductions: 2,199.77 Taxes: 2,406.24 Net Pay: 13,097.85

Department: 6580 - Human Resources

Total Direct Deposits: 2,700.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	80.00	1,730.77
SAL	-3.00	1,997.54
Vacation	4.00	105.13
Total:	81.00	3,849.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,623.28	629.71	0.00
MC	3,815.76	55.33	55.33
SS	3,815.76	236.58	236.58
Unemployment	3,835.97	0.00	0.00
Total:	921.62	291.91	291.91

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,849.59	192.48	210.19
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:	227.84	591.73	591.73

RECAP 6580 - Human Resources

Earnings: 3,849.59 Benefits: 0.00 Deductions: 227.84 Taxes: 921.62 Net Pay: 2,700.13

Department: 6590 - Purchasing Department

Total Direct Deposits: 3,053.92
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	80.00	1,413.46
S	16.00	484.60
SAL	-15.00	1,938.47
Total:	81.00	3,887.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,646.81	297.51	0.00
MC	3,841.17	55.69	55.69
SS	3,841.17	238.16	238.16
Unemployment	3,872.18	0.00	0.00
Total:	591.36	293.85	293.85

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,887.30	194.36	212.25
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	0.00	381.54
595	0.00	4.22	0.00
615	0.00	26.79	0.00
Total:	242.02	593.79	593.79

RECAP 6590 - Purchasing Department

Earnings: 3,887.30 Benefits: 0.00 Deductions: 242.02 Taxes: 591.36 Net Pay: 3,053.92

Department: 6630 - Grants Department

Total Direct Deposits: 3,558.61
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	80.00	1,672.17
SAL	1.00	2,756.25
Total:	81.00	4,463.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,204.56	307.24	0.00
MC	4,427.71	64.20	64.20
SS	4,427.71	274.51	274.51
Unemployment	4,447.92	0.00	0.00
Total:	645.95	338.71	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,463.04	223.15	243.68
550	0.00	15.12	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	18.10	0.00
Total:	258.48	625.22	

RECAP 6630 - Grants Department

Earnings: 4,463.04 Benefits: 0.00 Deductions: 258.48 Taxes: 645.95 Net Pay: 3,558.61

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 4,071.21
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,904.98
OT	20.00	714.37
SAL	1.00	2,633.88
Total:	101.00	5,253.23

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,931.96	461.84	0.00
MC	5,194.62	75.32	75.32
SS	5,194.62	322.06	322.06
Unemployment	5,207.53	0.00	0.00
Total:	859.22	397.38	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,253.23	262.66	286.83
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	763.08
595	0.00	4.22	0.00
615	0.00	8.69	0.00
Total:	322.80	1,049.91	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 5,253.23 Benefits: 0.00 Deductions: 322.80 Taxes: 859.22 Net Pay: 4,071.21

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,285.47
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,297.58
S	8.00	290.77
SAL	-11.00	2,471.54
Uniform	0.00	25.00
Vacation	4.00	145.38
Total:	141.00	5,264.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,945.14	259.69	0.00
MC	5,208.39	75.52	75.52
SS	5,208.39	322.93	322.93
Unemployment	5,219.19	0.00	0.00
Total:		658.14	398.45

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,264.89	263.25	287.47
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	763.08
595	0.00	2.11	0.00
615	0.00	8.69	0.00
Total:		321.28	1,050.55

RECAP 7610 - Sanitation Department

Earnings: 5,264.89 Benefits: 0.00 Deductions: 321.28 Taxes: 658.14 Net Pay: 4,285.47

Department: 8700 - County Agent

Total Direct Deposits: 2,947.36
 Total Check Amounts: 1,434.19

EARNINGS

Pay Code	Units	Pay Amount
Hourly	79.00	1,512.56
S	1.00	19.15
SAL	3.00	3,821.47
Total:	83.00	5,353.18

TAXES

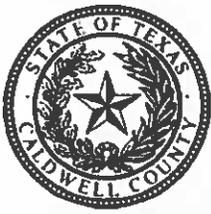
Code	Subject To	Employee	Employer
Federal W/H	5,177.79	387.37	0.00
MC	5,344.49	77.50	77.50
SS	5,344.49	331.37	331.37
Unemployment	5,353.18	0.00	0.01
Total:		796.24	408.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,333.94	166.70	182.03
590	0.00	0.00	381.54
615	0.00	8.69	0.00
Total:		175.39	563.57

RECAP 8700 - County Agent

Earnings: 5,353.18 Benefits: 0.00 Deductions: 175.39 Taxes: 796.24 Net Pay: 4,381.55



Packet: PYPKT02791 - Payroll 9102023 thru 9232023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 09/10/2023 - 09/23/2023

Total Direct Deposits: 386,343.97
 Total Check Amounts: 8,412.36

Males Paid: 152
 Females Paid: 121
 Total Employees: 273

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	1,991.74
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
CSP-OT	175.00	3,914.25
DA Staff Supplement	0.00	1,228.17
FH - LAW	22.50	527.70
FLOAT	32.00	796.50
Hourly	14,696.75	322,961.86
JP COMP TAKEN	9.75	321.06
Jud Stip	1.00	3,230.77
LWOP	68.88	0.00
OT	460.00	16,175.22
PEO	10.00	186.00
S	673.61	15,591.95
SAL	-51.00	128,984.35
Uniform	0.00	2,251.12
Vacation	690.26	15,547.68
VAC-PAYOUT	99.96	1,964.46
Total:	16,888.71	517,104.36

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	17.75	563.94
Total:	17.75	563.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	473,373.62	39,351.39	0.00
MC	499,844.05	7,247.77	7,247.77
SS	499,844.05	30,990.38	30,990.38
Unemployment	456,964.09	0.00	0.09
Total:		77,589.54	38,238.24

FWH - \$39,351.39
MC - \$14,495.54
SS - \$61,990.76

\$115,827.69

DEDUCTIONS

Code	Subject To	Employee	Employer
400	513,806.18	25,690.43	28,053.77
520	0.00	780.00	0.00
530	0.00	693.93	0.00
550	0.00	2,308.66	0.00
551	0.00	2,215.91	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	177.48	0.00
590	0.00	8,916.47	84,185.00
595	0.00	401.71	0.00
610	0.00	81.34	0.00
615	0.00	3,032.96	0.00
Total:		44,758.49	112,238.77

RECAP 01 - Payroll Set 01

Earnings: 517,104.36 Benefits: 563.94 Deductions: 44,758.49 Taxes: 77,589.54 Net Pay: 394,756.33

**B. \$115,827.69 Payroll Tax
(09/10/2023 – 09/23/2023)**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

\$115,827.69 Payroll Tax (09/10/2023 – 09/23/2023)

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

9/28/2023
Date



Packet: PYPKT02791 - Payroll 9102023 thru 9232023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 09/10/2023 - 09/23/2023

Total Direct Deposits: 386,343.97
 Total Check Amounts: 8,412.36

Males Paid: 152
 Females Paid: 121
 Total Employees: 273

EARNINGS	Units	Pay Amount
Pay Code		
165	0.00	16.15
165 Stipend w/RET	0.00	1,991.74
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
CSP-OT	175.00	3,914.25
DA Staff Supplement	0.00	1,228.17
FH - LAW	22.50	527.70
FLOAT	32.00	796.50
Hourly	14,696.75	322,961.86
JP COMP TAKEN	9.75	321.06
Jud Stip	1.00	3,230.77
LWOP	68.88	0.00
OT	460.00	16,175.22
PEO	10.00	186.00
S	673.61	15,591.95
SAL	-51.00	128,984.35
Uniform	0.00	2,251.12
Vacation	690.26	15,547.68
VAC-PAYOUT	99.96	1,964.46
Total:	16,888.71	517,104.36

BENEFITS	Units	Pay Amount
Pay Code		
JP COMP EARNED	17.75	563.94
Total:	17.75	563.94

TAXES	Subject To	Employee	Employer
Code			
Federal W/H	473,373.62	39,351.39	0.00
MC	499,844.05	7,247.77	7,247.77
SS	499,844.05	30,990.38	30,990.38
Unemployment	456,964.09	0.00	0.09
Total:		77,589.54	38,238.24

FWH - \$39,351.39
MC - \$14,495.54
SS - \$61,980.76

\$115,827.69

DEDUCTIONS	Subject To	Employee	Employer
Code			
400	513,806.18	25,690.43	28,053.77
520	0.00	780.00	0.00
530	0.00	693.93	0.00
550	0.00	2,308.66	0.00
551	0.00	2,215.91	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	177.48	0.00
590	0.00	8,916.47	84,185.00
595	0.00	401.71	0.00
610	0.00	81.34	0.00
615	0.00	3,032.96	0.00
Total:		44,758.49	112,238.77

RECAP 01 - Payroll Set 01

Earnings: 517,104.36 Benefits: 563.94 Deductions: 44,758.49 Taxes: 77,589.54 Net Pay: 394,756.33

3. Ratify re-occurring County Payment – Tax Assessor-Collector:

A. \$421,479.33 DMV Comptroller

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to kristianna.aranda@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

\$421,479.33 DMV Comptroller

1. **Costs:**

Actual Cost or Estimated Cost \$\$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

3. **Backup Materials:** None To Be Distributed 12 total # of backup pages (including this page)

4. 
Signature of Court Member

10/05/2023
Date



Texas Motor Vehicle Sales/Use Tax and Surcharge Report

a. 17100

Do not write in shaded areas.

c. Taxpayer number
 [Redacted]

d. Filing period
 Month Ending 06/30/2023

e.

f. Due date
 07/10/2023

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

h. IMPORTANT

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

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

i. j.

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

1. Number of receipts issued (Including Voids)
2. Gross Motor Vehicle Sales and Use Tax collected (Dollars & cents)
3. 2.5% Surcharge collected for model years 1996 and prior (Dollars & cents).
4. 1.0% Surcharge collected for model years 1997 and later (Dollars & cents).
5. Gross Surcharge collected (Item 3B plus Item 4B)
6. Claim for dishonored payment
7. Commission not available from registration fees
8. Commission available from Sales Tax/TERP Surcharge
9. Net motor vehicle tax and/or surcharge collected (Item 2A minus Items 6A, 7A, and 8A; Item 5B minus Items 6B, 7B and 8B)
10. Interest earned
11. TOTAL AMOUNT DUE (Item 9A plus Item 10A and Item 9B plus Item 10B)
12. Total amount of prepayments
13. Amount due (Item 11A minus Item 12A and Item 11B minus 12B)
14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B)

14100 COL. I TAX CALCULATION	17100 COL. II SURCHARGE CALCULATION
1A. 906	1B. 0
2A. 406,946.97	2B.
3A.	3B.
4A.	4B.
5A.	5B. 0.00
6A.	6B.
7A.	7B.
8A.	8B.
9A.	9B.
10A.	10B.
11A. 403,946.97	11B. 0.00
12A.	12B.
13A. 403,946.97	13B. 0.00
k.	l.
	14. 403,946.97

Taxpayer name: The Honorable Darla Law (Caldwell County TAC) m.

T Code: 17920 Taxpayer number: [Redacted] Period: [Redacted]

Make the amount in Item 14 payable to STATE COMPTROLLER
 Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
 P.O. Box 149360
 Austin, Texas 78714-9360

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

Duly authorized agent (PLEASE PRINT NAME)

Darla Law

sign here

Darla Law

Business phone 512-398-1830

Date 10/05/2023

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



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

a. T Code ■ 21100

c. Taxpayer number
 ■ [REDACTED]

d. Filing period
 MONTH ENDING 06/30/2023

e. ■ 2306

f. Due date
 07/10/2023

g. Name and mailing address (Make any necessary name or address changes below.)
 2H60
 THE HONORABLE DARLA LAW (CALDWELL COUNTY TAC)
 110 S MAIN ST STE 101
 LOCKHART TX 78644-2705

h. IMPORTANT

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

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

i.

Who Must File

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

Column B - Title Application Fee Instructions

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

Due Date

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

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

	21100 COLUMN A Registration Surcharge	12100 COLUMN B Title Application Fee
1. Number of registrations and/or title applications (Include any collections made on previous dishonored payments)	1a. ■ 20	1b. ■ 823
2. Total registration surcharge and/or title application fees collected	2a. ■ \$ 1432.36	2b. ■ \$ 16,100.00
3. Claim for dishonored payment	3a. ■ \$	3b. ■ \$
4. Total surcharge and/or title application fee due (Item 2 minus Item 3)	4a. ■ \$	4b. ■ \$
*** DO NOT DETACH ***		
5. Prior payments (Include electronic funds submitted for this reporting period)	5a. ■ \$	5b. ■ \$
6. Total amount due and payable (Item 4 minus Item 5)	6a. ■ \$ 1432.36	6b. ■ \$ 16,100.00
7. TOTAL AMOUNT OF MOTOR VEHICLE SURCHARGE AND/OR TITLE APPLICATION FEE DUE AND PAYABLE (Add Item 6a and Item 6b)	k. ■	7. ■ \$ 17,532.36
Taxpayer name THE HONORABLE DARLA LAW (CALDWELL COUNTY TAC)		l. ■

■ T Code ■ Taxpayer number ■ Period
 21920 ■ [REDACTED] 2306 9

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

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.
 sign here Taxpayer or duly authorized agent
 Darla Law
 Business phone 512-398-1830 Date 10/05/23

For assistance, contact us at www.comptroller.texas.gov or call 800.531.5441 ext. 34276 or 512.463.4276.



MONTHLY FUNDS REPORT

For: September 2023

Registration and Title System Report

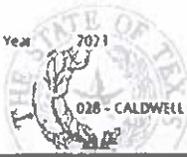
Transaction Year: 2023

Transaction Month: September

Account Item Code

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office



028 - CALDWELL

Monthly Totals

County	REGISTRATION EMISSIONS FEE	SALES TAX FEE	SALES TAX PENALTY FEE	TERP TITLE FEE	YOUNG FARMER PROGRAM
28 - CALDWELL	\$1,432.36	\$409.65	\$1,027.81	\$16,190.00	\$213.00
Items Sold	19	22	77	217	43
Voided	1	1	1	1	0

County: 28 - CALDWELL

Account Item Code Description: REGISTRATION EMISSIONS FEE

Total Item Price: \$1,432.36

Items sold: 19

Voided: 1

02800045172104122	\$84.00	02800045172104324	\$84.00	02800045185120043	\$84.00	02800145172094014	\$84.00
02800145178114727	\$34.00	02800145193105641	\$53.50	02810045175314124	\$84.00	02820045168094854	\$53.50
02820045185153026	\$30.83	02820045185155333	(\$30.83)	02820045187133957	\$84.00	02820045187134026	\$84.00
02825045173085701	\$84.00	02825045196104241	\$84.00	02830045173114326	\$84.00	02830045173114913	\$84.00
02830045173115030	\$84.00	02830045173115117	\$84.00	02830045186145426	\$84.00	02830045192144705	\$84.00
26299645173005462	\$31.36						



MONTHLY FUNDS REPORT

For September 2023



Transaction Year: 2023 Transaction on Month: September Account Item Code REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

County: 28 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$400,849.16

Items sold: 822

Voided: 6

Table with 10 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various account item codes and their corresponding amounts.



MONTHLY FUNDS REPORT

For: September 2023

Transaction Year: 2023

Transaction Month: September

Account Item Code:

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office:



028 CALDWELL

County: 28 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$400,849.16

Items sold: 822

Voided: 6

Table with 10 columns: Item Code, Amount, Description, Item Code, Amount, Description, Item Code, Amount, Description, Item Code. Lists various account item codes and their corresponding amounts.



MONTHLY FUNDS REPORT

For September 2023

Transaction Year: 2023

Transaction Month: September

Account Item Code

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office



028 CALDWELL

County: JA - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$400,849.16

Items sold: 822

Voided: 6

Table with 10 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various transaction items and their corresponding amounts.



MONTHLY FUNDS REPORT

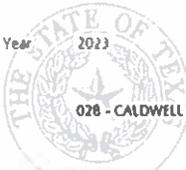
For September 2023

Transaction Year: 2023

Transact on Month: September

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMTR PROGRAM

Office



028 - CALDWELL

County: 28 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$400,849.16

Items sold: 822

Voided: 6

Table with 6 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various sales tax fee transactions.

County: 28 - CALDWELL

Account Item Code Description: SALES TAX PENALTY FEE

Total Item Price: \$3,097.81

Items sold: 77

Voided: 1

Table with 6 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various sales tax penalty fee transactions.



MONTHLY FUNDS REPORT

For September 2023

Transaction Year: 2023

Transaction Month: September

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM



Office

028 CALDWELL

County: 28 - CALDWELL

Account Item Code Description: TERP TITLE FEE

Total Item Price: \$16,100.00

Items sold: 817

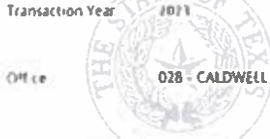
Voided: 6

Table with 10 columns: Item Code, Amount, Description, Item Code, Amount, Description, Item Code, Amount, Description, Item Code. Contains 817 rows of transaction data.



MONTHLY FUNDS REPORT

For: September 2023



Transaction Year: 2023 Transaction Month: September

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 28 - CALDWELL

Account Item Code Description: TERP TITLE FEE

Total Item Price: \$16,100.00

Items sold: 817

Voided: 6

Table with 10 columns: Item ID, Amount, Description, Item ID, Amount, Description, Item ID, Amount, Description, Item ID. Contains 817 rows of transaction data.



Texas Department of Motor Vehicles

Texas Department of Motor Vehicles

RTS.FIN.009

MONTHLY FUNDS REPORT

For September 2023

Registration and Title System Report



Transaction Year: 2021 Transaction Month: September

Office: 028 CA DWELL

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TERP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

County: 28 - CALDWELL Total Item Price: \$16,100.00

Account Item Code Description: TERP TITLE FEE

Items sold: 817

Voided: 6

Table with 8 columns: Item ID, Amount, Description, Amount, Item ID, Amount, Item ID, Amount. Lists 817 transactions for TERP TITLE FEE.

Run Date: 10/03/2023 Run Time: 8:11:39 AM

RTS Date: 10/02/2023



MONTHLY FUNDS REPORT

For: September 2023

Transaction Year: 2023

Transaction Month: September

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TIRP TITLE FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office



County: 28 - CALDWELL

Total Item Price: \$16,100.00

Account Item Code Description: TERP TITLE FEE

Items sold: 817

Voided: 6

Table with 8 columns: Item ID, Price, Item ID, Price, Item ID, Price, Item ID, Price. Lists transaction details for TERP TITLE FEE.

County: 28 - CALDWELL

Total Item Price: \$215.00

Account Item Code Description: YOUNG FARMER PROGRAM

Items sold: 43

Voided: 0

Table with 8 columns: Item ID, Price, Item ID, Price, Item ID, Price, Item ID, Price. Lists transaction details for YOUNG FARMER PROGRAM.

4. To accept the September 2023 Indigent Burial Report.

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to kristianna.aranda@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to accept the September 2023 Indigent Burial Report

1. Costs:

Actual Cost or Estimated Cost \$\$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

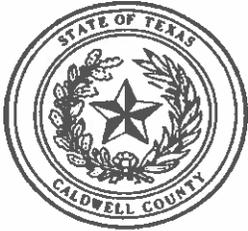
2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/4/2023
Date



Caldwell County Indigent Burial Report
 Monthly Financial Report

Month: September 2023

Date	City	Deceased	Fiscal Budget	Amount Paid	Budget Remaining
	FY 2022 Budget		\$21,000		
Blanket PO			Luling-OBAFUN	\$13,000	
11.28.22		C. Delaney		\$900.00	\$12,100.00
11.25.22		Grande, Sr.		\$900.00	\$11,200.00
12.16.22		R. Preis		\$900.00	\$10,300.00
12.28.22		T. Payden		\$900.00	\$9,400.00
03.01.23		R. Braden		\$900.00	\$8,500.00
04.25.23		L. Edgington		\$900.00	\$7,600.00
05.02.23		M. Trevino		\$900.00	\$6,700.00
05.31.23		P. Crider		\$900.00	\$5,800.00
08.31.23		C. Granham		\$900.00	\$4,900.00 remaining in PO
Blanket PO			Lockhart-MCCFUN	\$7,800	
11.14.22		J. Rodriguez		\$671.00	\$7,129.00
12.14.22		D. Garcia		\$715.00	\$6,414.00
12.18.22		B. Podolnick		\$715.00	\$5,699.00
01.11.23		C. Yarborough		\$1,050.00	\$4,649.00
01.11.23		J. Perez		\$715.00	\$3,934.00
01.26.23		P. Fernandez		\$740.00	\$3,194.00 remaining in PO
Other Expenses					
Legends	09.12.23	transports to autopsy		\$816.00	
Riley Garner Mem.	09.28.23	headstone		\$820.00	
		YTD		\$14,342.00	\$6,658.00 budget remaining

Report Submitted by: Judge Haden
 10.04.23

5. To ratify payment to the Caldwell County Appraisal District 4th quarter dues.

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to kristianna.aranda@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to ratify payment to the Caldwell County Appraisal District 4th quarter dues.

1. Costs:

Actual Cost or Estimated Cost \$ 170,699.56

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Gabi Saldana		
(3)	Danie Teltow		

3. Backup Materials: None To Be Distributed 9 total # of backup pages (including this page)

4. 
Signature of Court Member

10/2/2023
Date

Hoppy Haden
County Judge
512 398-1808



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801

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

September 29th, 2023

RECEIVED

SEP 29 2023

Caldwell County Treasurers Office
110 S. Main St
Lockhart, TX 78644

Re: Emergency Manual Check Request

CALDWELL COUNTY TREASURER

Dear Ms. Morris:

The purpose of this memo is to request 2 manual checks to be cut outside of the schedule accounts payable process. The checks are to be made out to **Caldwell County Appraisal District** for the 4QT dues in the amount of **\$40,702.18 and \$129,997.38** for two separate invoices. Invoice 2023 COLL QTR-4 and 2023 QTR-4. Following information below:

Vendor Name: Caldwell County Appraisal District

Address: P.O. Box 900
Lockhart, TX 78644

Country: United States

Vendor ID: CALAPP

Amount for checks: **\$40,702.18 and \$129,997.38** out of budget line item: **001-2140-4110**

Note - Must be signed off by three (3) of the five (5) court members for approval of payment

Court Member #1 Signature: B.J. Westmoreland

Date & Time: 9-29-2023 @ 11:51

Court Member #2 Signature: [Signature]

Date & Time: 9-29-2023

Court Member #3 Signature: [Signature]

Date & Time: 29-Sept-2023 1:05



Caldwell County, TX

Receipt Register
Invoice Detail
POPKT12161 - Auto Process - PO Receipt

Vendor Number: CALAPP
Vendor Name: CALDWELL COUNTY AP...

Vendor Total Discount: 0.00 Invoice Total: 129,997.38

Invoice Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
2023 QTR-4	2022 AP BNK	Y	Y		8/31/2023	9/29/2023	9/29/2023	8/31/2023	129,997.38	0.00	0.00	0.00	129,997.38

Purchase Order Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
RE002113	CCAD Quarterly Payments FY 22-23	Partially Received	12/12/2022	129,997.38	0.00	0.00	129,997.38

Received Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
Tax Office Quarterly Payments f	NA	Partially Received	0.00	0.00	129,997.38	0.00	0.00	0.00	0.00	129,997.38
Distributions										
Account										
001-2140-4110										
Account Name										
PROFESSIONAL SERVICES										
Project Account Key										
Separate Sales Tax										
Dist. %										
100.00%										
Dist. Amount										
129,997.38										

Packet Totals Vendors: 1 Invoices: 1 Purchase Orders: 1 Amount: 129,997.38 Shipping: 0.00 Tax: 0.00 Discount: 0.00 Total Amount: 129,997.38

Purchase Order Summary

Purchase Order Number	Description	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
REQ02113	CCAD Quarterly Payments FY 22-23	129,997.38	0.00	0.00	0.00	129,997.38
	Total:	129,997.38	0.00	0.00	0.00	129,997.38

Bank Code Summary

Bank Code	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
2022 AP BNK	129,997.38	0.00	0.00	0.00	129,997.38
Total:	129,997.38	0.00	0.00	0.00	129,997.38

Purchase Order Summary

Purchase Order Number	Description	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
<u>REQ02113</u>	CCAD Quarterly Payments FY 22-23	40,702.18	0.00	0.00	0.00	40,702.18
	Total:	40,702.18	0.00	0.00	0.00	40,702.18

Bank Code Summary

Bank Code	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
2022 AP BNK	40,702.18	0.00	0.00	0.00	40,702.18
Total:	40,702.18	0.00	0.00	0.00	40,702.18

CALDWELL COUNTY

P.O. Box 98
Lockhart, TX 78644
PH: (512) 398-1801
FAX: (512) 398-1829

PURCHASE ORDER

PO Number: REQ02113

Date: 12/12/2022

Requisition #: REQ02113

Vendor #: CALAPP

ISSUED TO: CALDWELL COUNTY APPRAISAL DIST
P.O. BOX 900
LOCKHART, TX 78644

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Tax Office Quarterly Payments FY 22-23	001 2140 4110		0.00	685,000.00

Authorized by: _____

Carolyn M. Caro

SUBTOTAL:	685,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	685,000.00

- Original invoice with remittance slip must be sent to: Caldwell County, P.O. Box 98, Lockhart, TX 78644.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The County is exempt from all federal excise and state tax - ID# 74-6001631

Caldwell County Appraisal District
 PO Box 900
 Lockhart, TX 78644
 USA

Statement

Statement Date
 Aug 31, 2023

Customer ID
 GCA

Voice: 512-398-5550
 Fax: 512-398-5551

Account Of:
 Caldwell County
 PO Box 98
 Lockhart, TX 78644

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT.

Amount Enclosed
 \$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
8/31/23	9/30/23	2023 QTR-4			129,997.38	129,997.38
<p>PLEASE BE SURE YOUR PAYMENT IS POSTMARKED PRIOR TO OCTOBER 1ST</p>						
<p>CALDWELL CAD P. O. BOX 900 LOCKHART, TX 78644</p>						
<p>Texas Property Tax Code 6.06 (e) A payment is late when not received on or before the due date. The PENALTY for late payments is 5% of the payment amount and interest of 10% per annum.</p>						
					TOTAL	129,997.38

0-30	31-60	61-90	Over 90 days
129,997.38	0.00	0.00	0.00

Caldwell County Appraisal District
 PO Box 900
 Lockhart, TX 78644
 USA

Statement

Statement Date
 Aug 31, 2023

Customer ID
 XGCA

Voice: 512-398-5550
 Fax: 512-398-5551

Account Of:
 CALDWELL COUNTY
 PO BOX 98
 Lockhart, TX 78644

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT.

Amount Enclosed
 \$ _____

Date	Date Due	Reference Number	Amount	Balance
8/31/23	9/30/23	2023 COLL QTR-4	40,702.18	40,702.18
<p>CALDWELL CAD P. O. BOX 900 LOCKHART, TX 78644</p>				
<p>COLLECTION BUDGET Payment is late when not received on or before the due date.</p>				
			TOTAL	40,702.18

0-30	31-60	61-90	Over 90 days
40,702.18	0.00	0.00	0.00

6. To approve Chapter 59 Asset Forfeiture Report/audit completed by the District Attorney's Office.

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

requesting approval of Chapter 59 Asset Forfeiture Report / audit completed by the District Attorney's Office.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? NA

Is a Budget Amendment being proposed? NA

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Teltow	District Attorney	County Auditor
(2)	_____	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed _____ total # of backup pages (including this page)

4. 
Signature of Court Member _____

10/04/2023
Date _____



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

Agency Information

Agency Information

Agency Name:	Caldwell County Criminal District Attorney	Agency Mailing Street:	PO BOX 869
City:	Lockhart	ZIP:	78644
State:	TX	County:	Caldwell
Phone Number:	(512) 398-1811	Agency Fiscal Beginning Month:	September
Agency Fiscal Ending Month:	August		

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Seized Funds Balance: \$37,393.00

1. 14-O-184 - Guerrero - \$6,000.00
2. 18-O-432 - Jones - \$1,751.00
3. 19-O-188 - Ojodeaqua \$6,900.00
4. 21-O-160 - Vest - \$15,535.00
5. 21-O-220 - Salvador - \$4,900.00
6. 22-O-032 - Edson - \$2,307.00

B) Seizures During Reporting Period:

1) Amount seized by employees of your agency: \$0.00

2) Amount seized by other agencies:	\$19,073.00	<ol style="list-style-type: none"> 1. 22-O-411 - DeJulian - \$3,802.00 2. 23-O-088 - Rocha - \$200.00 3. 23-O-099 - Martinez - \$314.00 4. 23-O-169 - Macedo-Perez - \$5,755.00 5. 23-O-230 - Rodriguez - \$6,600.00 6. 23-O-308 - Roland - \$2,402.00
C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent:	\$19,073.00	
D) Total Amount of Forfeitures Pending for All Agencies You Represent:	\$56,466.00	Beginning balance + 6 cases filed
E) Interest Earned on Seized Funds During Reporting Period:	\$0.00	
F) Amount Returned to Defendants/Respondents:	\$3,107.00	<ol style="list-style-type: none"> 1. 21-O-160 Vest - \$3,107.00
G) Amount Transferred to Forfeiture Account:	\$25,542.00	<ol style="list-style-type: none"> 1. 14-O-184 - Guerrero - \$6,000.00 2. 21-O-160 - Vest - \$12,428.00 3. 23-O-088 - Rocha - \$200.00 4. 23-O-099 - Martinez - \$314.00 5. 23-O-230 - Rodriguez - \$6,600.00
H) Other Reconciliation Items (Must provide detail in box below):		

Description:

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$27,817.00

Ending Balance-Mailed Form:

II. Forfeited Funds

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Forfeited Funds Balance: \$30,088.96

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement

Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment.

1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement:	\$16,025.00	1. 14-O-184 - Serna - \$4,002.60 (70% to CCSO) 2. 21-O-160 - Vest - \$7,287.60 (60% to Lockhart PD) 3. 23-O-088 - Rocha - \$140.00 (70% to Lockhart PD) 4. 23-O-099 - Martinez - \$219.80 (70% to Lockhart PD) 5. 23-O-230 - Rodriguez - \$4,375.00 (70% to CCSO)
---	-------------	---

2) Amount Forfeited and Received by Your Agency:	\$6,573.80	1. 14-O-184 - Serna - \$1,715.40 (30%) 2. 21-O-160 - Vest - \$4,858.40 (40%)
--	------------	---

3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement - This field will be auto-calculated when you hit save or switch sections:	\$22,598.80
---	-------------

C) Interest Earned on Forfeited Funds During Reporting Period:	\$345.63	Sept - 24.73; Oct - 25.58; Nov - 24.77; Dec - 25.62; Jan - 30.68 Feb - 28.23; Mar - 31.27; Apr - 30.29; May - 31.33; Jun - 30.34 Jul - 31.38; Aug - 31.41
--	----------	---

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022

Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022

1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022:	\$0.00
---	--------

2) Amount Awarded and Received by your agency pursuant to 59.022:	\$0.00
---	--------

3) Total Amount Awarded For All Agencies You Represent Pursuant to 59.022 - This field will be auto-calculated when you hit Save or switch sections:	\$0.00
--	--------

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023

Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023

1) Amount Awarded and Transferred to All Agencies Pursuant to 59.023:	\$0.00
---	--------

2) Amount Awarded and Received By Your Agency Pursuant to 59.023:	\$0.00
---	--------

3) Total Amount Awarded For	
-----------------------------	--

All Agencies You Represent Pursuant to 59.023 - This field will be auto-calculated when you hit Save or switch sections: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period - This field will be auto-calculated based on your answers in the Expenditures section: \$0.00

J) Forfeited Funds Ending Balance (balance will be automatically calculated after expenditures are entered): \$37,008.39

Total Expenditures from Mailed Form:

Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

B) Real Property (Count each parcel seized as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

1) Pending for all agencies at beginning of reporting period: 0

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 0

4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

E) Other Property

To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
-------------	--------------------------------------	-----------------------	--------------------------------------	---------------------	------------------------	--------------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned From Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

D) Firearms: 0

C) Computers: 0

E) Other: 0

VI. Expenditures: A - D

Expenditures

This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00

8) K9 Related Costs: \$0.00

9) Visual Aid Equipment for
Litigation: \$0.00

10) Other (Must provide detail
in box below): \$0.00

Description:

11) TOTAL EQUIPMENT
PURCHASED WITH

CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Equipment from Mailed Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Supplies from Mailed Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total In State Travel - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total Out of State Travel: \$0.00

Total In State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds - This field
will be auto-calculated once
you hit save or switch sections: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences,
Seminars): \$0.00
- 2) Materials (Books, CDs,
Videos, etc.): \$0.00
- 3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59
FUNDS - This field will be
auto-calculated once you hit
save or switch sections: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment
Programs (pursuant to 59.06 (d-3(6), (h), (j))): \$0.00

2) Total Financial Assistance
(pursuant to Articles 59.06 (n)
and (o)): \$0.00

3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00

4) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(pursuant to Articles 59.06
(d-3(6)),(h),(j),(n),(o),(d-2)) - \$0.00

This field will be auto-calculated once you hit save or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) State Bar Dues and Legal Association Dues: \$0.00
- 7) Legal Library Supplies and Access Fees: \$0.00
- 8) Other (Must provide detail in box below): \$0.00

Description of Other Miscellaneous Fees:

9) TOTAL MISCELLANEOUS
FEES PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney
General**

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (a): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) Total paid to the Office of the
Attorney General pursuant to
59.06(k): \$0.00

6) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION/
OFFICE OF THE ATTORNEY
GENERAL OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO

COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES -
This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Expenditures from Mailed
Form:

Financial Professional Certification

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Financial Professional
Acknowledge Terms:

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer::

Title:

Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature

Title

Date

7. To receive statement of offered services by currently existing emergency services districts if the proposed ESD No. 5 is approved by voters on November 7, 2023.

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

CONSENT -- Receive statement of offered services by currently-existing emergency services districts if the proposed ESD No. 5 is approved by voters on November 7, 2023.

1. Costs:

Actual Cost or **Estimated Cost** \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)	<u>Chase Goetz</u>		
(3)			

3. Backup Materials: None To Be Distributed 5 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/4/2023
Date



Travis County Fire Rescue

Travis County ESD 11 - Travis County ESD 15 - Caldwell / Hays ESD 1

8203 US Hwy 183 / Austin, Texas 78747
Administration: 512.243.3477

August 15, 2023

VIA EMAIL: hoppy.haden@co.caldwell.tx.us

The Honorable Hoppy Haden
Caldwell County Judge
110 South Main Street
Lockhart, Texas 787644

RE: Petition for the Creation of Caldwell County Emergency Services District No. 5/Statement of Caldwell / Hays Emergency Services District No. 1

Dear Judge Haden:

Having received a copy of the petition for the creation of Caldwell County Emergency Services District No. 5, the Board of Commissioners discussed this item during their Board Meeting on August 14, 2023. The Board has requested that I provide you with the following statement of services, consistent with Caldwell County ESD 2's statement of services. As such, Caldwell / Hays ESD 1 will provide or continue to provide the following services in the overlapping territory if the proposed district is created:

1. Fire Prevention, Firefighting, and rural fire prevention and control services and related powers and authority, including emergency response on all structure, grass, brush and other fires within the District on a 24-hour-per-day, seven-day-a-week basis;
2. First Responder Emergency Medical Services and those services and powers specifically related thereto on a 24-hour-per-day, seven-day-a-week basis;
3. Rescue services and related powers and authority, including emergency response on all emergency calls within the District on a 24-hour-per-day, seven-day-a-week basis; and
4. All other services and powers that an emergency services district is authorized to provide or exercise under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code, except for emergency ambulance services, and those services and powers specifically related to the provision of emergency medical ambulance services, which would be provided by the Proposed District.

If you have any questions, please do not hesitate to call.

Sincerely,

Ken Bailey
Fire Chief



**CALDWELL COUNTY ESD2
MAXWELL COMMUNITY VFD**

PO BOX 216 MAXWELL, TEXAS 78656

9655 TX- 142 MAXWELL, TEXAS 78656

512-357-0222



08-04-2023

The Honorable Hoppy Haden
Caldwell County Judge
110 South Main Street
Lockhart, Texas 787644

RE: Petition for the Creation of Caldwell County Emergency Services District No. 5/Statement of Caldwell County Emergency Services District No. 2

Dear Judge Haden:

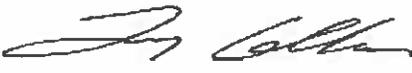
The Board of Emergency Services Commissioners of Caldwell County Emergency Services District No. 2 ("ESD") has received a copy of the petition for the creation of Caldwell County Emergency Services District No. 5. Our ESD will provide or continue to provide the following services in the overlapping territory if the proposed district is created:

1. Fire Prevention, Firefighting, and rural fire prevention and control services and related powers and authority, including emergency response on all structure, grass, brush and other fires within the District on a 24-hour-per-day, seven-day-a-week basis;
2. First Responder Emergency Medical Services and those services and powers specifically related thereto on a 24-hour-per-day, seven-day-a-week basis;
3. Rescue services and related powers and authority, including emergency response on all emergency calls within the District on a 24-hour-per-day, seven-day-a-week basis; and
4. All other services and powers that an emergency services district is authorized to provide or exercise under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code, except for emergency ambulance services, and those services and powers specifically related to the provision of emergency medical ambulance services, which would be provided by the Proposed District.

If you have any questions, please do not hesitate to call.

Sincerely,

CALDWELL COUNTY EMERGENCY
SERVICES DISTRICT NO. 2

By: 

Tony Collins, President



CALDWELL COUNTY EMERGENCY SERVICES DIST #3

PO BOX 356
MARTINDALE TX 78655
(512) 357-2389

The Honorable Hoppy Haden
Caldwell County Judge
110 South Main Street
Lockhart, Texas 787644

August 11,2023

RE: Petition for the Creation of Caldwell County Emergency Services District No. 5/Statement of Caldwell County Emergency Services District No. 3

Dear Judge Haden:

The Board of Emergency Services Commissioners of Caldwell County Emergency Services District No. 3 ("ESD") has received a copy of the petition for the creation of Caldwell County Emergency Services District No. 5. Our ESD will provide or continue to provide the following services in the overlapping territory if the proposed district is created:

1. Fire Prevention, Firefighting, and rural fire prevention and control services and related powers and authority, including emergency response on all structure, grass, brush and other fires within the District on a 24-hour-per-day, seven-day-a-week basis;
2. First Responder Emergency Medical Services and those services and powers specifically related thereto on a 24-hour-per-day, seven-day-a-week basis;
3. Rescue services and related powers and authority, including emergency response on all emergency calls within the District on a 24-hour-per-day, seven-day-a-week basis; and
4. All other services and powers that an emergency services district is authorized to provide or exercise under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code, except for emergency ambulance services, and those services and powers specifically related to the provision of emergency medical ambulance services, which would be provided by the Proposed District.

If you have any questions, please do not hesitate to call.

Sincerely,

CALDWELL COUNTY EMERGENCY
SERVICES DISTRICT NO. 3

By: _____


Bill Hamilton, President
512-694-8044

CALDWELL COUNTY EMERGENCY SERVICES DISTRICT 4

September 28, 2023

VIA EMAIL: hoppy.haden@co.caldwell.tx.us
The Honorable Hoppy Haden
Caldwell County Judge
110 North Main St.
Lockhart, Texas 78644

RE: Petition for the Creation of Caldwell County Emergency Services District No. 5 / Statement of Caldwell County Emergency Services No. 4

Dear Judge Haden:

The Board of Emergency Services Commissioners of Caldwell County Emergency Services District No. 4 ("ESD") has received a copy of the petition for the creation of Caldwell County Emergency Services District No. 5. Our ESD will provide or continue to provide the following services in the overlapping territory if the proposed district is created.

1. Fire Suppression, Fire Prevention, Rescue, Hazardous Materials Operations (Mitigation), within the District on a 24-hour-per-day, seven day-a week basis;
2. Fire Responder Organization (FRO) , Emergency Medical Services and powers specifically related thereto on a 24-hour-per-day, seven day-a-week basis;
3. All other services and powers that an Emergency Services District is authorized to provide or exercise under Article III, Section 48-3 of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code, except for emergency ambulance services, and those services and powers specifically related to the provisions of emergency medical ambulance service, which would be provided by the proposed District.

If you have any questions, please do not hesitate to reach out to us.

Sincerely,

CALDWELL COUNTY EMERGENCY
SERVICES DISTRICT NO. 4

By: 
President

PRESENTATION:

- **Texas Workforce Commission
REINVEST Grant – Kelly Moreno, Chief
Solutions Officer**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Texas Workforce Commission REINVEST Grant check presentation

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)	<u>Kelly Moreno-Workforce Solutions Rural Capital Area, Chief Solutions Officer</u>		
(3)	<u>Paul Fletcher-Workforce Solutions Rural Capital Area</u>		

3. Backup Materials: None To Be Distributed 1 total # of backup pages
(including this page)

4. 

Signature of Court Member

10/4/2023

Date

PUBLIC HEARING @ 9:30 A.M.

- **Regarding amending the Caldwell County siting ordinance designating an area of the County in which municipal or industrial solid waste disposal is prohibited.**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve Order 01-2024, prohibiting solid waste disposal and processing in certain areas of Caldwell County.

★ PUBLIC HEARING regarding amending the Caldwell County siting ordinance designating an area of the County in which municipal or industrial solid waste disposal is not prohibited.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden

(2) Commissioner Theriot

(3) _____

3. **Backup Materials:** None To Be Distributed 26 total # of backup pages (including this page)

4. 
Signature of Court Member

10/4/2023
Date



ORDER 01-2024

**ORDER OF CALDWELL COUNTY COMMISSIONERS COURT
PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING
IN CERTAIN AREAS OF CALDWELL COUNTY**

WHEREAS, Section 363.112 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in certain areas of the county;

WHEREAS, Section 364.012 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare;

WHEREAS, the Caldwell County Commissioners Court (the "County"), has the responsibility and the authority to take action to protect the public health, safety, and welfare;

WHEREAS, the County recognizes that the San Marcos river and other waterways and flood plains serve as an important resource of groundwater and surface water in Caldwell County, and provide benefits to residents, agriculture, and wildlife;

WHEREAS, the County understands the importance of protecting these groundwater and surface water resources from landfill development and contamination, in order to help ensure that these resources may continue to be support Caldwell County residents, agriculture, and wildlife, in addition to the public health, safety, and welfare;

WHEREAS, on December 9, 2013, the County adopted its Caldwell County Solid Waste Disposal Ordinance, designating an approximately 18-acre area as the only area in Caldwell County in which the processing or disposal of municipal or industrial solid waste is not prohibited;

WHEREAS, since its 2013 Ordinance, the County has determined that a more suitable location for the disposal of municipal or solid waste exists within Caldwell County, identified as the TCEQ-permitted facility boundary at 130 Environmental Park: approximately 520 acres at 5200 N. Highway 183, Lockhart, Texas 78644;

WHEREAS, the 130 Environmental Park is currently operating as the sole solid waste disposal facility in Caldwell County;

WHEREAS, public hearing notices regarding the proposed order were published in a newspaper of general circulation in the county for two consecutive weeks before the County considered this Order; and

WHEREAS, a public hearing was held on October 10, 2023, before the order was considered by the County, and any interested person was allowed to testify at the hearing.

[THIS AREA LEFT INTENTIONALLY BLANK]

NOW THEREFORE, BE IT ORDERED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

1. The County finds that the disposal of municipal or industrial solid waste in the county is a threat to the public health, safety, and welfare, and the geographic scope of this threat should be minimized;
2. The County adopts the following Ordinance Prohibiting Solid Waste Disposal and Processing in Certain Areas of Caldwell County, attached as Attachment '1'; and
3. The Caldwell County Solid Waste Disposal Ordinance, dated December 9, 2013, is superseded in its entirety.

ORDERED this the ____ day of _____, 20____.

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
Caldwell County Clerk

Attachment '1'

ORDINANCE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY



ORDINANCE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1 GENERALLY

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.61.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to

recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of units, in addition to any incinerator, landfill, transfer station, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3 AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ-permitted facility boundary at 130 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated herein: approximately 520 acres at 5200 N. Highway 183, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4 APPLICABILITY

Section 4.01. TCEQ Permit Applications. This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 361 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCEQ Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 361 has been issued by TCEQ as of the Date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal. This Ordinance does not apply to an area to which Section 361.090 of the Health & Safety Code applies.

CHAPTER 5 ENFORCEMENT

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunction and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enjoin violations of this Ordinance and seek judgment for civil penalties.

**CHAPTER 6
CONFLICTING LAWS; CUMULATIVE EFFECT.**

Section 6.01. More Stringent Law Prevails. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

Section 6.02. Cumulative with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability. If any provision or provisions contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance, and this Ordinance shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

**CHAPTER 7
EFFECTIVE DATE**

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 10, 2023.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

December 12, 2017

TO: Persons on the attached mailing list.

RE: 130 Environmental Park, LLC
TCEQ Docket No. 2015-0069-MSW; SOAH Docket No. 582-15-2082
MSW Permit No. 2383

The above-referenced matter was previously approved by the Commission at its September 6, 2017 Agenda. The order concerning this matter was mailed with a draft copy of the permit on September 20, 2017. Enclosed is the signed copy of the permit.

Should you have any questions, please contact Melissa Schmidt of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3317.

Sincerely,

A handwritten signature in cursive script that reads "Bridget C. Bohac".

Bridget C. Bohac
Chief Clerk

BCB/ms

Enclosure

130 Environmental Park, LLC
TCEQ Docket No. 2015-0069-MSW
SOAH Docket No. 582-15-2082

FOR THE APPLICANT:

Brent W. Ryan
McElroy, Sullivan, Miller, Weber &
Olmstead, L.L.P.
P.O. Box 12127
Austin, Texas 78711

Ernest Kaufmann, President and
Manager
130 Environmental Park, LLC
134 Riverstone Terrace, Suite 203
Canton, Georgia 30114

Kerry D. Maroney, P.E.
Biggs and Mathews, Inc.
2500 Brook Avenue
Wichita Falls, Texas 76301

INTERESTED PERSONS:

Eric Allmon
Marisa Perales
Frederick Perales Allmon & Rockwell PC
1206 San Antonio Street
Austin, Texas 78701

J. Eric Magee
Allison, Bass & Magee, LLP
402 West Twelfth Street
Austin, Texas 78701

Ben Pesl
P.O. Box 242
Dale, Texas 78616

Robert C. Wilson
McCarthy & McCarthy LLP
Westgate Tower
1122 Colorado Street, Suite 2399
Austin, Texas 78701

FOR THE EXECUTIVE DIRECTOR
via electronic mail:

Brian Christian, Director
Texas Commission on Environmental
Quality
Environmental Assistance Division
Public Education Program MC-108
P.O. Box 13087
Austin, Texas 78711-3087

Anthony Tatu, Staff Attorney
Kayla Murray, Staff Attorney
Aaron Vargas, Staff Attorney
Texas Commission on Environmental
Quality
Environmental Law Division MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Steve Odil, Technical Staff
Texas Commission on Environmental
Quality
Waste Permits Division MC-124
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL
via electronic mail:

Aaron Tucker, Attorney
Texas Commission on Environmental
Quality
Public Interest Counsel MC-103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK
via electronic mail:

Bridget C. Bohac, Chief Clerk
Texas Commission on Environmental
Quality
Office of Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

*The Honorable Kerrie Jo Qualtrough
*The Honorable Casey A. Bell
Administrative Law Judge
State Office of Administrative Hearings
P. O. Box 13025
Austin, Texas 78711-3025

* Courtesy Copy via e-Filing

Texas Commission on Environmental Quality



Permit For
Municipal Solid Waste (MSW) Management Facility
Issued under provisions of Texas
Health and Safety Code
Chapter 361

MSW Permit No.: 2383
Name of Site Operator/Permittee: 130 Environmental Park, LLC
Property Owner: Cathy Moore Hunter
Facility Name: 130 Environmental Park
Facility Location: North of FM 1185 between U.S. Highway 183 and
Homannville Trail, about two miles north of Lockhart,
Caldwell County, Texas
Classification of Site: Type I Municipal Solid Waste Landfill Facility

The permittee is authorized to store, process, and dispose of wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules and orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This permit will be valid until canceled, amended, or revoked by the Commission.

Approved, Issued and Effective in accordance with Title 30 Texas Administrative Code, Chapter 330.

Issued Date: 12-11-17

A handwritten signature in cursive script that reads "Bryan W. Shaw".
For the Commission

Table of Contents

I.	Size and Location of Facility	3
II.	Facilities and Operations Authorized	3
III.	Facility Design, Construction, and Operation	4
IV.	Financial Assurance.....	7
V.	Facility Closure	7
VI.	Facility Post-Closure Care	8
VII.	Standard Permit Conditions	8
VIII.	Incorporated Regulatory Requirements	10
IX.	Special Provisions	10
	Attachment A.....	10
	Attachment B.....	10

I. Size and Location of Facility

- A. The 130 Environmental Park landfill facility is located north of FM 1185 between U.S. Highway 183 and Homannville Trail, about two miles north of Lockhart, Caldwell County, Texas. The facility contains approximately 520 acres.
- B. The legal description is contained in Part I of the application, which is incorporated by reference in Attachment A of this permit.
- C. Coordinates and Elevation of Site Permanent Benchmark:
 - Latitude: N 29° 58' 43.75"
 - Longitude: W 97° 39' 24.76"
 - Elevation: 592.37 feet above mean sea level (ft msl)

II. Facilities and Operations Authorized

A. Days and Hours of Operation

The waste acceptance hours for the receipt and disposal of waste at this facility shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. The operating hours at this landfill which include the use of heavy equipment shall be 5:00 a.m. to 9:00 p.m. Monday through Friday.

The operator shall post the actual waste acceptance and operating hours on the site sign.

B. Wastes Authorized at This Facility

The permittee is authorized to dispose of municipal solid waste resulting from, or incidental to, municipal, community, commercial, institutional, recreational and industrial activities, including garbage, putrescible wastes, rubbish, ashes, brush, street cleanings, construction and demolition waste, and yard waste; Class 2 non-hazardous industrial solid waste; Class 3 non-hazardous industrial solid waste; and certain special waste as described in Part II, Section 2.1 of the permit application. The facility will not accept Class 1 industrial solid waste except waste that is Class 1 only because of asbestos content.

C. Wastes Prohibited at This Facility

The permittee shall comply with the waste disposal restrictions set forth in 30 TAC §330.15(e). The permittee shall not accept medical waste, sewage, dead animals, slaughterhouse waste, sludge, grease trap waste, grit trap waste, liquid waste from municipal sources, municipal hazardous waste from conditionally exempt small quantity generators, out-of-state waste, and any other waste which is prohibited or not identified in Section II.B above.

D. Waste Acceptance Rate

Authorized wastes will be accepted at an anticipated/initial rate of approximately 1,500 tons per day and may increase to a maximum of 2,943 tons per day. These estimated acceptance rates are not a limiting parameter to the permit.

E. Waste Volume Available for Disposal

The total waste disposal capacity of the landfill (including waste and daily cover) is 33.1 million cubic yards.

F. Facilities Authorized

The permittee is authorized to operate a Type I municipal solid waste landfill consisting of a total permit boundary of approximately 520 acres and a waste disposal footprint of approximately 202 acres. The permittee is also authorized to operate a citizen convenience center, leachate storage unit, large items storage area, used/scrap tire storage area, wood waste processing area, and truck wheel wash station.

All waste disposal activities authorized by this permit are to be confined to the Type I landfill which shall include security fencing, a gatehouse, scales, a paved entrance road to the site, all-weather access roads, soil stockpiles, landfill gas monitoring and collection system, leachate collection system, groundwater monitoring system, liner system, solid waste disposal area, and other improvements. Structures for surface drainage and storm water run-on/runoff control include a perimeter drainage system to convey storm water runoff around the site, berms, ditches, detention ponds and associated drainage structures.

All waste processing activities identified above and authorized by this permit are to be confined to the locations depicted in Drawing IIA.8 in Part II of the permit application and described in Part III, Attachment D, Chapter 2 of the permit application.

G. Changes, Additions, or Expansions

Any proposed facility changes must be authorized in accordance with the rules in 30 TAC Chapters 305 and 330.

III. Facility Design, Construction, and Operation

A. Facility design, construction, and operation and maintenance must comply with the provisions of this permit; Commission Rules, including but not limited to 30 TAC Chapter 330; special provisions contained in this permit; and Parts I through IV of the permit application incorporated by reference in Attachment A of this permit; amendments, corrections, and modifications incorporated by reference in Attachment B. The facility construction and operation shall be managed in a manner that protects human health and the environment.

B. The entire waste management facility shall be designed, constructed, operated, and maintained to prevent the release and migration of any waste, contaminant, or pollutant beyond the point of compliance as defined in 30 TAC §330.3 and to prevent inundation or discharge from the areas surrounding the facility components. Each receiving, storage, processing, and disposal area shall have a containment system that will collect spills and incidental precipitation in such a manner as to:

1. Preclude the release of any contaminated runoff, spills, or precipitation;
2. Prevent washout of any waste by a 100-year frequency flood; and
3. Prevent run-on into the disposal areas from off-site areas.

C. The site shall be designed and operated so as not to cause a violation of:

1. The requirements of §26.121 of the Texas Water Code;
2. Any requirements of the Federal Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements of §402, as amended, and/or the Texas Pollutant Discharge Elimination System (TPDES), as amended;

3. The requirements under §404 of the Federal Clean Water Act, as amended; and
 4. Any requirement of an area wide or statewide water quality management plan that has been approved under §208 or §319 of the Federal Clean Water Act, as amended.
- D. Management of Contaminated Water, Leachate, and Gas Condensate
1. All contaminated water, leachate, and gas condensate shall be handled, stored, treated, disposed of, and managed in accordance with requirements in 30 TAC §§ 330.207, 330.305(g), 330.333, as applicable, and the permit application incorporated by reference in Attachment A of this permit.
 2. Contaminated surface water and groundwater shall not be placed in or on the landfill.
- E. Liner System
1. A liner system meeting the requirements of 30 TAC Chapter 330 Subchapter H will be constructed. The system will consist of (from top to bottom): 24 inches of protective cover soil, a 300-mil-thick geocomposite leachate drainage layer, a 60-mil-thick high-density polyethylene (HDPE) geomembrane, and 24 inches of re-compacted clay with a hydraulic conductivity of no more than 1×10^{-7} centimeters per second.
 2. The elevation of deepest excavation at the landfill disposal area is 501.9 feet above msl, and is located at the leachate collection sump.
 3. The elevations of the bottom of the excavations within the waste disposal areas shall be as shown in Part III, Attachment D1, Drawing D1.6 in the permit application.
- F. Final Cover System
1. The final cover system is designed to meet the requirements of 30 TAC Chapter 330 Subchapter K and will be placed on the above-grade waste. Each cell or phase will be covered with a system consisting of (from top to bottom): 24 inches of soil with the top six inches capable of sustaining native plant growth, a 200-mil-thick double-sided geocomposite drainage layer on sideslopes, a six ounces per square yard nonwoven geotextile cushion layer on topslopes, a 40-mil-thick linear low-density polyethylene (LLDPE) geomembrane, and 18 inches of re-compacted clay with a hydraulic conductivity of no more than 1×10^{-5} centimeters per second.
 2. The maximum elevation of the final cover shall not exceed 736 ft msl.
 3. Best management practices for temporary erosion and sedimentation control shall remain in place until sufficient vegetative cover has been established to control and mitigate erosion on areas having final cover. Vegetative cover will be monitored and maintained throughout the post-closure care period in accordance with the Post Closure Care Plan.
- G. Waste Placement
1. The lowest elevation of waste placement will be approximately 505.9 ft msl.
 2. The maximum final elevation of waste placement will be 731.5 feet above msl.

H. Landfill Gas Management System

1. A landfill gas management system to monitor and control methane gas pursuant to 30 TAC Chapter 330, Subchapter I shall be installed and operated at the landfill. The landfill gas monitoring system shall consist of a perimeter network of landfill gas monitoring probes and landfill gas monitoring equipment for facility structures. The landfill gas monitoring probes and landfill gas control system shall be located, installed, and operated as described in the Landfill Gas Management Plan in the application and consistent with applicable rules. At a minimum, landfill gas monitoring shall be conducted on a quarterly basis.
2. The landfill gas management system shall ensure that the concentration of methane gas generated by the facility does not exceed 5% by volume in monitoring points, probes, subsurface soils, or other matrices at the facility boundary defined by the legal description in the permit or permit by rule, and does not exceed 1.25% by volume in facility structures (excluding gas control or recovery system components). If methane gas levels exceeding the limits specified herein are detected, the owner or operator shall follow and implement the notification and mitigation provision described under 30 TAC §330.371(c) to ensure continuous protection of human health and the environment.

I. Groundwater Monitoring System

1. The groundwater monitoring system shall be installed and shall consist of a sufficient numbers of monitoring wells to monitor the quality of groundwater in the uppermost aquifer in accordance with 30 TAC §330.403. The system shall be designed, constructed, and operated in accordance with the groundwater monitoring system design and the Groundwater Sampling and Analysis Plan in the application and consistent with the applicable rules.
2. Monitoring wells shall be sampled in accordance with 30 TAC §330.407. The frequency of groundwater sampling and reporting of data collected for each sampling event shall be in accordance with 30 TAC §330.405 and the Groundwater Sampling and Analysis Plan in the application.

J. Landfill Markers

Landfill markers shall be installed and maintained in accordance with 30 TAC §330.143 and as described within the Site Operating Plan in the application.

K. Storm water runoff from the active portion(s) of the landfill shall be managed in accordance with 30 TAC §§330.63(c), and 30 TAC Chapter 330, Subchapter G and as described in the Facility Surface Water Drainage Report, Drainage Analysis and Design, Flood Control Analysis, and Drainage System Plans and Details in the application.

L. The permittee shall comply with 30 TAC §330.59(f) (3) regarding employment of a licensed solid waste facility supervisor. The permittee shall ensure that landfill personnel are familiar with safety procedures, contingency plans, the requirements of Commission rules and this permit, commensurate with their levels and positions of responsibility as described in the Site Operating Plan in the permit application. All facility employees and other persons involved in facility operations shall obtain the appropriate level of training or certification as required by applicable regulations.

- M. The facility shall be properly supervised to assure that the attraction of birds does not cause a significant hazard to low-flying aircraft and that appropriate control procedures will be followed. Any increase in bird activity that might be hazardous to safe aircraft operations will require prompt mitigation actions.

IV. Financial Assurance

- A. Authorization to operate the facility is contingent upon compliance with provisions contained within this permit and maintenance of financial assurance in accordance with 30 TAC Chapter 330 Subchapter L and 30 TAC Chapter 37.
- B. Within 60 days prior to the initial receipt of waste, the permittee shall provide financial assurance instrument(s) for demonstration of closure in an amount not less than \$10,121,410 (2014 dollars).
- C. Within 60 days prior to the initial receipt of waste, the permittee shall provide a financial assurance instrument for demonstration of post-closure care of the landfill in an amount not less than \$6,715,148 (2014 dollars).
- D. The permittee shall annually adjust the closure and/or post-closure care cost estimates for inflation within 60 days prior to the anniversary date of the establishment of the financial assurance instrument pursuant to 30 TAC §§330.503 and 330.507, as applicable.
- E. If the facility's closure or post-closure care plan is modified the permittee shall provide new cost estimates in current dollars in accordance with 30 TAC §§330.503, 330.463(b)(3)(D), and 330.507, as applicable. The amount of the financial assurance mechanism shall be adjusted within 45 days after the modification is approved. Adjustments to the cost estimates and financial assurance instrument(s) to comply with any financial assurance regulation that is adopted by the TCEQ subsequent to the issuance of this permit shall be initiated as a modification within 30 days after the effective date of the new regulation.

V. Facility Closure

Closure of the facility shall commence:

- A. Upon the landfill being filled to its permitted waste disposal capacity or upon the landfill reaching its permitted maximum waste elevation;
- B. Upon direction by the Executive Director of the TCEQ for failure to comply with the terms and conditions of this permit or violation of State or Federal regulations. The Executive Director is authorized to issue emergency orders to the permittee in accordance with §§5.501 and 5.512 of the Water Code regarding this matter after considering whether an emergency requiring immediate action to protect the public health and safety exists;
- C. Upon abandonment of the site by the permittee;
- D. Upon direction by the Executive Director of the TCEQ for failure to secure and maintain an adequate bond or other acceptable financial assurance instrument as required; or
- E. Upon the permittee's notification to the TCEQ that the landfill will cease to accept waste and no longer operate.

VI. Facility Post-Closure Care

- A. Upon completion and closure of the landfill, post-closure care shall be conducted in accordance with 30 TAC §330.463 and as described in the Postclosure Plan in the application following written acceptance of the certification of final closure by the Executive Director of the TCEQ.
- B. The vegetation on the final cover must be monitored and maintained throughout the post-closure care period.
- C. Following completion of the post-closure care period, the owner or operator shall submit to the Executive Director for review and approval a documented certification prepared by an independent professional engineer licensed in the State of Texas in accordance with 30 TAC §330.465.
- D. Upon written acceptance of the certification of completion of post closure care by the Executive Director of the TCEQ, the permittee shall submit to the Executive Director a request for voluntary revocation of this permit.

VII. Standard Permit Conditions

- A. This permit is based on and the permittee shall follow the permit application submittals dated September 4, 2013 and revisions dated September 17, 2013; February 14, 2014; June 27, 2014; August 22, 2014; and September 24, 2014. These application submittals are hereby approved subject to the terms of this permit, the rules and regulations, and any orders of the TCEQ. These application materials are incorporated into this permit by reference in Attachment A as if fully set out herein. Any and all revisions to these elements shall become conditions of this permit upon the date of approval by the Commission. The permittee shall maintain the application and all supporting documentation at the facility and make them available for inspection by TCEQ personnel. The contents of Part III of Attachment A of this permit shall be known as the "Approved Site Development Plan" in accordance with 30 TAC §330.63. The contents of Part IV of Attachment A of this permit shall be known as the "Approved Site Operating Plan" in accordance with 30 TAC §330.65 and 30 TAC Chapter 330, Subchapters D and E.
- B. Attachment B, consisting of amendments, modifications, and corrections to this permit, is hereby made a part of this permit.
- C. The permittee shall comply with all conditions of this permit. Failure to comply with any permit condition may constitute a violation of the permit, the rules of the Commission, and the Texas Solid Waste Disposal Act, and is grounds for an enforcement action, revocation, or suspension.
- D. A pre-construction conference shall be held pursuant to 30 TAC §330.73(c) prior to beginning physical construction of the facility to ensure that all aspects of this permit, construction activities, and inspections are met. Additional pre-construction conferences may be held prior to the opening of the facility.
- E. A pre-opening inspection shall be held pursuant to 30 TAC §330.73(e). The facility shall not accept solid waste until the executive director has confirmed in writing that all applicable submissions required by the permit and applicable rules have been received and found to be acceptable and that construction is in compliance with the permit and the approved site development plan.
- F. The permittee shall monitor sediment accumulation in ditches and culverts on a quarterly basis, and remove sedimentation to re-establish the design flow grades on an annual basis or more frequently if necessary to maintain design flow.

The roads within the facility shall be designed so as to minimize the tracking of mud onto the public access road.

- G. In accordance with 30 TAC §330.19(a), the permittee shall record in the deed records of Caldwell County, a metes and bounds description of all portions within the permit boundary on which disposal of solid waste has and/or will take place. A certified copy of the recorded document(s) shall be provided to the Executive Director in accordance with 30 TAC §330.19(b).
- H. Daily cover of the waste fill areas shall be performed with well-compacted clean earthen material that has not been in contact with garbage, rubbish, or other solid waste, or with an alternate daily cover which has been approved in accordance with 30 TAC §§330.165(d) and 305.70(k). Intermediate cover, run-on, and run-off controls shall not be constructed from soil that has been scraped up from prior daily cover or which contains waste.
- I. During construction and operation of the facility, measures shall be taken to control runoff, erosion, and sedimentation from disturbed areas. Erosion and sedimentation control measures shall be inspected and maintained at least monthly and after each storm event that meets or exceeds the design storm event. Erosion and sedimentation controls shall remain functional until disturbed areas are stabilized with established permanent revegetation. The permittee shall maintain the on-site access road and speed bumps/mud control devices in such a manner as to minimize the buildup of mud on the access road and to maintain a safe road surface.
- J. Erosion stability measures shall be maintained on top dome surfaces and external embankment side slopes during all phases of landfill operation, closure, and post-closure care in accordance with 30 TAC §330.305(d).
- K. In compliance with the requirements of 30 TAC §330.145, the permittee shall consult with the local District Office of the Texas Department of Transportation or other authority responsible for road maintenance, as applicable, to determine standards and frequencies for litter and mud cleanup on state, county, or city maintained roads serving the site. Documentation of this consultation shall be submitted within 30 days after the permit has been issued.
- L. The permittee shall retain the right of entry onto the site until the end of the post-closure care period as required by 30 TAC §330.67(b).
- M. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life and until the end of the post-closure care period as required by §361.032 of the Texas Health and Safety Code.
- N. The provisions of this permit are severable. If any permit provision or the application of any permit provision to any circumstance is held invalid, the remainder of this permit shall not be affected.
- O. Regardless of the specific design contained in the application or adopted by reference in Attachments A and B of this permit, the permittee shall be required to meet all performance standards required by the permit, the Texas Administrative Code, and local, state, and federal laws or ordinances.
- P. The permittee shall comply with the requirements of the air permit exemption in 30 TAC §106.534, if applicable, and the applicable requirements of 30 TAC Chapters 106 and 116 and 30 TAC Chapter 330, Subchapter U.

- Q. All discharge of storm water will be in accordance with the U.S. Environmental Protection Agency NPDES requirements and/or the State of Texas TPDES requirements, as applicable.

VIII. Incorporated Regulatory Requirements

- A. The permittee shall comply with all applicable federal, state, and local regulations and shall obtain any and all other required permits prior to the beginning of any on-site improvements or construction approved by this permit.
- B. To the extent applicable, the requirements of 30 TAC Chapters 37, 281, 305, and 330 are adopted by reference and are hereby made provisions and conditions of this permit.

IX. Special Provisions

- A. Before physical construction may commence, the permittee must provide the executive director with a floodplain development permit from the city, county, or other agency with jurisdiction over improvements authorized by this permit.
- B. The facility must implement all roadway improvements specified in Part II, Appendix IIC of the permit application prior to the pre-opening inspection of the facility.

Attachment A

Parts I through IV of the permit application.

Attachment B

Amendments, corrections, and modifications issued for MSW Permit No. 2383.



- LEGEND**
- PROPERTY BOUNDARY
 - FACILITY BOUNDARY
 - LANDFILL FOOTPRINT
 - ▲ SITE BENCHMARK
 - EXISTING CONTOUR
 - SPIKE PLANE GND
 - EASEMENT LOCATION

NOTES:

- CONTOURS AND ELEVATIONS PROVIDED BY DALLAS AERIAL SERVICE FROM AERIAL PHOTOGRAPHY FROM MAY 13, 2011. HORIZONTAL DATUM IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ELEVATIONS ARE RELATIVE TO MADDIS - GDS0 15.
- REFER TO PART 1, APPENDIX 1C FOR FACILITY BOUNDARY LEGAL DESCRIPTION.
- THERE ARE NO WASTE DISPOSAL ACTIVITIES WITHIN THE FACILITY BOUNDARY THAT ARE NOT INCLUDED IN THIS PERMIT APPLICATION.
- THERE ARE NO WINGS/ADJACENT STRUCTURES LOCATED WITHIN OR ADJACENT WITH THE FACILITY.
- PERMANENT BENCHMARK INFORMATION:
 COORDINATES (NAD 83): N 3307016.25
 E 2810715.18
 H 2937.6729
 LATITUDE: 32°57'47.29"
 LONGITUDE: 97°11'57.48"
 ELEVATION: 877.18 FT-MSL

GENERAL SITE PLAN

130 ENVIRONMENTAL PARK, LLC
 130 ENVIRONMENTAL PARK
 TYPE I PERMIT APPLICATION

BECCS & MATHEWS
 ENVIRONMENTAL
 CONSULTING CONSULTANTS
 WASHINGTON, TEXAS FALLS
 817-837-1144

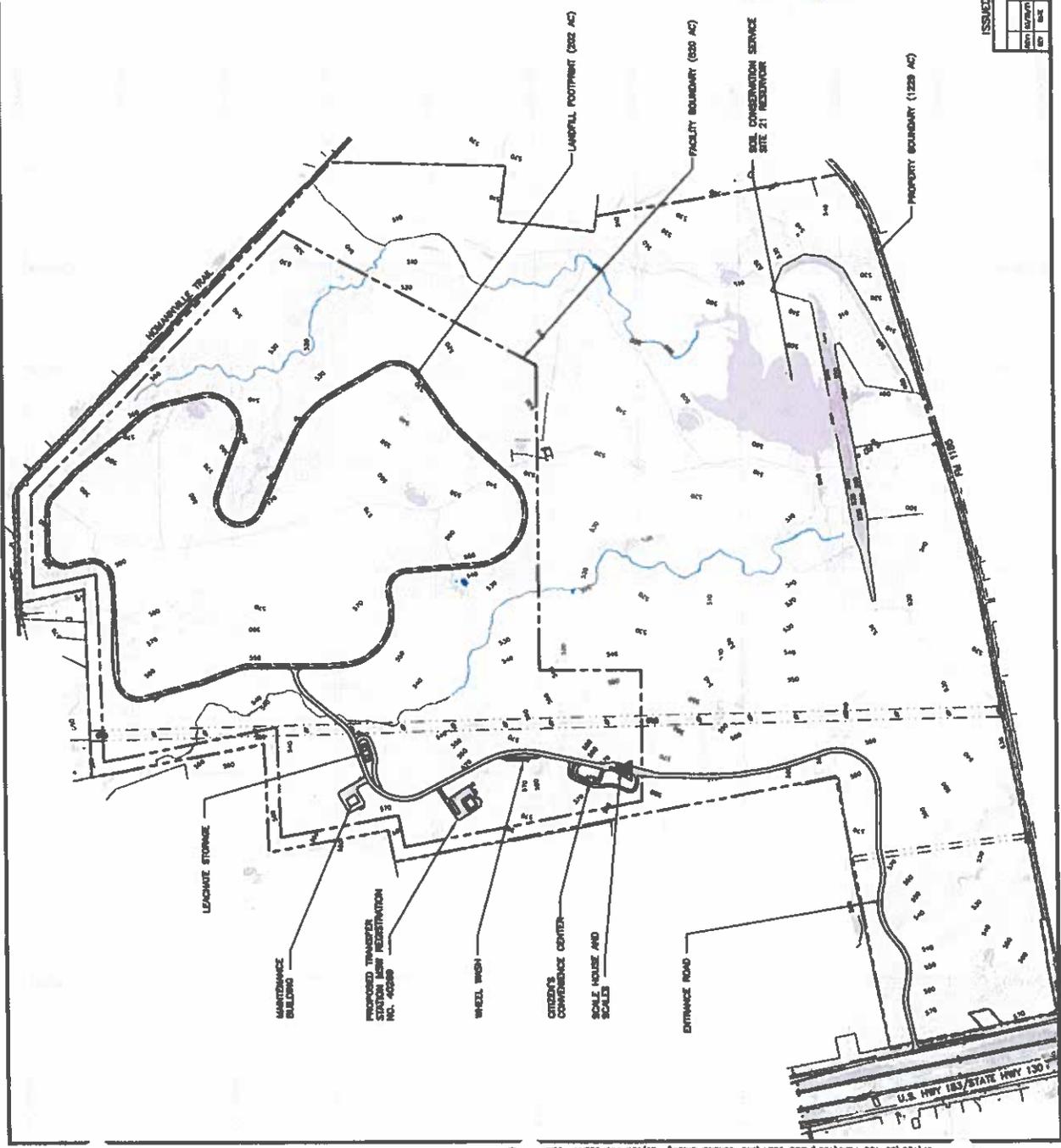
TYPE FORM NO. F-308 DATE: 03/21
 SHEET NO. 018 OF 018
 SCALE: GRAPHIC
 DRAWN BY: S.S. GARDNER/BBG
 CHECKED BY: S.S. GARDNER/BBG

IA.6



ISSUED FOR PERMITTING PURPOSES ONLY

DATE	BY	DESCRIPTION	LOCATION	REV	DATE	BY	DESCRIPTION



LULING NEWSBOY & SIGNAL

CLASSIFIEDS

Word Ads: 35¢ per word for first insertion;
36¢ per word for each consecutive insertion.

Minimum Charge - \$7.00;
Consecutive Insertion - \$7.20

CLASSIFIED DEADLINE: NOON MONDAY
All Classified Word Ads Must Be Paid In Advance

SERVICES

LEO MILLER & SONS
ROOFING
512-398-6961
FREE ESTIMATES
30 YEARS EXPERIENCE

GONZALES
LIVESTOCK MARKET, INC.
SALE EVERY SATURDAY AT 10 A.M.
P.O. Box 565 - Gonzales, TX 78629
David Shelton Office: 830.672.2845
Mobile: 830.857.5394 Fax: 830.672.6087

NOTICES

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the PLANNING AND ZONING COMMISSION of the City of Luling, Texas, in a regular meeting at 6:00 o'clock a.m. on Thursday, October 4, 2012 in the City Council Chamber, 508 East Cobble Street, Luling, Texas, will consider the following matter:

REGARDING A ZONE CHANGE APPLICATION BY A REAL ESTATE LLC TO REQUEST A ZONE CHANGE FROM AN A-1-20 ZONE TO A U-1-20 ZONE IN GREENHURST DISTRICT TO ALLOW THESE ZONES TO BE CONVERTED INTO SINGLE-FAMILY MANUFACTURED HOME DWELLINGS AND SINGLE-FAMILY DWELLINGS. THE LOCATION WILL BE LOCATED AT 2300 WHEELER ROAD, P.O. BOX 100 WITH THE LEGAL DESCRIPTION OF A 10.0 ACRES, ADJACENT TO 10.0 ACRES, CALDWELL COUNTY, TEXAS.

All interested parties are invited to be present and to present testimony for or against the proposed Zone Change and Conditional Use permit.

CITY OF LULING
Linda Hogg
Planning Coordinator

Did you Know?
On our online edition, if your ad has a web address in it subscribers can click on it and it will take them directly to your website.

ADVERTISE TODAY!
875.2116

Who cares about public notices? You should!

You have the right to know what's happening in your community!

Protect public notices in the newspaper and protect your right to know!

ADVERTISE IN THE CLASSIFIEDS
361.798.2481

REAL ESTATE

RIATA REAL ESTATE

946 E. PIERCE STREET ★ LULING
OFFICE: 830.875.6017

EMAR
GROBBINS@RIATAREALESTATE.COM
WWW.RIATAREALESTATE.COM

 Dorcas Eubanks 612.284.9831	 Lind Johnson 817.487.7030	 Devy Chaves 817.257.4095	 Oliver Smith 817.643.4444
 Teresa Coffey 214.284.1244	 Marianne Egan 830.312.2482	 Michael Berkley 817.772.0942	

WE SITE, RESIDENTIAL, COMMERCIAL, FARM & RANCH AND MANAGE PROPERTIES

SUBSCRIBE TODAY

REAL ESTATE

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Ordinance 983.113 and 984.612, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Thursday, October 11, 2012, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 E. Main Street, Lockhart, Texas 78654. Immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance.

Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing.

Attachments to the proposed ordinance may be found online at <http://www.caldwelltx.org/page/caldwellCountyNews>. The proposed ordinance is as follows:



ORDINANCE PROMOTING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1 GENERAL

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 269 and 264 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designations of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 39 Texas Administrative Code Section 260.01.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether concentrated or non-concentrated, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industrial operation, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to residential, commercial, institutional, and recreational activities, including garbage, rubbish, refuse, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, leaching, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste inert, or otherwise store, or dispose of or make it amenable for recovery, reusable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including ash, dross, scrap, or material generated, resulting from industrial, municipal, commercial, mining, or agricultural operations and from consumer and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" covers all contiguous land, including structures, improvements, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments or a combination of units, in addition to any incinerators, leachate treatment, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3 AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCSB-permitted facility boundary of 189 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated herein approximately 650 acres at 5200 N. Highway 189, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4 APPLICATIONS

Section 4.01. TCSB Permit Application. This Ordinance does not apply to an area of the County in which an application for a permit or other authorization under Health and Safety Code Chapter 269 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCSB Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 269 has been issued by TCEQ as of the date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Sitings. This Ordinance does not apply to an area to which Section 301.00 of the Health & Safety Code applies.

CHAPTER 5 ENFORCEMENT

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunction and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enjoin violators of this Ordinance and seek judgment for civil penalties.

**CHAPTER 6
COMPLYING WITH OTHER LAWS**

Section 6.01. More Stringent Law Provisions. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

Section 6.02. Consistency with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Consistency with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

CHAPTER 7 EFFECTIVE DATE

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 14, 2012.

SELL IT FAST IN THE CLASSIFIEDS
LULINGNEWSBOY@GMAIL.COM

PUBLIC NOTICES

PUBLIC AUCTION Pursuant to the provisions set forth in Chapter 59 of the Texas Property Code, Lockhart Bell Storage will hold a public auction of property being sold to satisfy a land-lord lien. Bids will be made for the contents of the entire unit only. Property will be sold to the highest bidder for cash only, and the highest bidder must place their lock on the unit door and take possession of the property immediately. Lockhart Bell Storage shall receive the right to reject any bids. Auction will be posted on www.StorageAuctions.com. Auction Date: Tuesday October 03, 2023 Time: 1:00 P.M. Location: 1900 Burkhart Drive, Lockhart, Texas, 78644 Unit 1: Name: Amanda Jenkins Contents: Girls toys, bed frame, crib, high chair, printer, Christmas tree, baby bath Unit 2: Name: Robert West Contents: Dressers and Drawers, desk, bins, golf clubs, us flags, spices, coffee table Unit 3: Name: Felipe Sanchez Contents: Saddle, wagon wheels, irons, fishing poles, bull horn, George Forman, light fixture, gas can, hand saw, monitor, paintings, baby buggy, sprayings, doily, crochets

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2023, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 B. Main Street, Lockhart, Texas 78644, immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance. Interested members of the public are invited to appear at the hearing and will be given the opportunity to be heard and testify at the hearing. Attachments to the proposed ordinance may be found online at https://www.co.caldwell.tx.us/page/default/County-News. The proposed ordinance is as follows: ORDINANCE PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY CHAPTER 1. GENERALLY Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited. Section 1.02. Authority. This Ordinance is authorized by Chapter 363 and Chapter 364 of the Texas Health and Safety Code.

PUBLIC NOTICES

solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.91 CHAPTER 2. DEFINITIONS Section 2.01. Dispose. "Dispose" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether contained or un-contained, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater or introduced into the environment in any other manner. Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations. Section 2.03. Municipal Solid Waste. "Municipal Solid Waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste. Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume. Section 2.05. Solid Waste. "Solid waste" means refuse, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or combined gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of any one or more of such units, including, but not limited to, any incinerator, landfill, composting, material processing facility, land application, or other activity involving the treatment or disposal of solid waste.

PUBLIC NOTICES

cessing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ-permitted facility located at 130 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated herein and approximately 520 acres at B200 N Highway 183, Lockhart, Texas 78644 Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas. CHAPTER 4. APPLICABILITY Section 4.01. TCEQ Permit Applications. This Ordinance does not apply to an area of the County for which an application for a permit under Health and Safety Code Chapter 361 has been issued by TCEQ and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective. Section 4.02. TCEQ Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 361 has been issued by TCEQ as of the date that this Ordinance is effective. Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality. Section 4.04. Certain Industrial Solid Waste Facilities. This Ordinance does not apply to an area to which Section 361.030 of the Health & Safety Code applies. CHAPTER 6. ENFORCEMENT Section 6.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law. Section 6.02. Injunction and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enjoin violations of this Ordinance and seek judgment for civil penalties. CHAPTER 8. CONFLICTING LAWS; CUMULATIVE EFFECT. Section 8.01. More Stringent Law Prevails. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting state or federal law shall control. Section 8.02. Cumulative with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction. Section 8.03. Severability. If any provision or provisions contained in this Ordinance shall be found by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance, and this Ordinance shall be deemed as if the invalid, illegal, or unenforceable provisions had not been included. CHAPTER 9. EFFECTIVE DATE. This Ordinance shall become effective on the date of its adoption by the Caldwell County Commissioners Court.

PUBLIC NOTICES

NOTICE TO CREDITORS Notice is hereby given that original Letters Testamentary for the Estate of Lynn Lynette Albers (also known as Lynette Albers), Deceased, were issued on September 19, 2023, in Cause No 10905, pending in the County Court at Law of Caldwell County, Texas, to Kyle Christian Albers. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law. c/o: M. Elizabeth Raxter Attorney at Law 705 State Park Rd Lockhart, Texas 78644 DATED the 19th day of September, 2023. /s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Kyle Christian Albers State Bar No.: 24050084 705 State Park Rd Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@tx-el-derlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Beatrice Mae Ward, Deceased, were issued on September 19, 2023, in Cause No 10906, pending in the County Court at Law of Caldwell County, Texas, to Mitchell O'Neal Ward (also known as Mitchell Ward). All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law. c/o: M. Elizabeth Raxter Attorney at Law 705 State Park Rd, Lockhart, Texas 78644 DATED the 19th day of September, 2023. /s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Mitchell O'Neal Ward State Bar No.: 24050084 705 State Park Rd, Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@tx-el-derlaw.com

ORDINANCE 2023-20 AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS", OF THE CODE OF ORDINANCES, DIVISION 1 "HISTORIC DISTRICTS AND

PUBLIC NOTICES

LANDMARKS REGULATIONS AND PROCEDURES" SECTION 28-11 "CERTIFICATE FOR ALTERATION FOR HISTORIC LANDMARKS OR HISTORIC DISTRICTS" SUBSECTION (C)(4) PROVIDING FOR REVERABILITY PROVISION FOR PUBLICATION, AND ESTABLISHING AN EFFECTIVE DATE. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-6 of the City Code. The complete ordinance(s) may be viewed at the City Secretary's Office, 308 West San Antonio Street, Lockhart, Texas, during normal business hours of 8:00 a.m. until 5:00 p.m., Monday through Friday.

NOTICE OF PUBLIC HEARING

FOR THE EXCLUSION OF CERTAIN LANDS FROM COUNTY LINE SPECIAL UTILITY DISTRICT Notice is hereby given that County Line Special Utility District (the "District") will hold a public hearing on Monday, October 16, 2023, at 8:30 p.m. at the District's regular meeting place at its office located at 8870 Carmine Road, Umland, Texas 78640, for the following purpose: CONDUCT A HEARING ON EXCLUSION OF CERTAIN LANDS FROM COUNTY LINE SPECIAL UTILITY DISTRICT All interested parties have the right to present petitions for exclusion of land or other property and other evidence in support of the petitions and the right to contest the proposed exclusion based on either a petition of the District's

PUBLIC NOTICES

Board of Director's own conclusion and in the evidence in support of the contest. NOTICE OF PUBLIC HEARING The City of Lockhart Planning and Zoning Commission will hold a Public Hearing on Wednesday, October 11, 2023, at 7:00 P.M. in the lower level of City Hall, 308 West San Antonio Street, Lockhart, Texas, to receive public input regarding the following SUP-23-14. Hold a PUBLIC HEARING and consider a request by Shiva Shankar with Paradise Engineers, LLC on behalf of Gamp Properties, LLC and A & M Venture Capitalists, LLC for a Specific Use Permit to allow a MF-2 Residential Development Type on 13.069 acres in the James George Survey, Abstract No. 8, zoned RHD Residential High Density District and located at 1000 Valdez Street and 1325 Blackjack Street (FM 20). All interested persons owning property within 200 feet of this property who wish to state their support or opposition may do so at this Public Hearing; or they may submit a written statement to the Planning Director or his designee for presentation to the Planning and Zoning Commission at or before the time the Public Hearing begins. Should any person be aggrieved by the Commission's action, a request may be submitted in writing for an appeal to the City Council. Such a request must be submitted to the Zoning Administrator (Planning Director) within ten calendar days of the date of the Commission's action. David Fowler, AICP

DIRECT CARE COUNSELORS - Provide positive role modeling, structure, and supervision to adolescent boys. No exp. required, we train comprehensively. Overtime available. \$43,500 Average Annual Income. Flexible 8 & 16 hr shift schedules. Health/dental/vision insurance after 90 days. Min. requirements: Must be 21 yrs old, HIGED, clean TDL, clean criminal history, pre-employment TB skin test, and drug screen. Growing (25+ year old) non-profit organization. www.pegasuschool.net Call (512) 432-1878 for further information.

EM Cal-Maine Foods, Inc. in Harwood is seeking applications for ALL POSITIONS To include managers and supervisors. No degree required. Applicants must have their own transportation to and from work. Competitive pay, vacation, sick leave, health, dental & vision insurance, 401k & ESOP. Cal-Maine Foods is an Equal Opportunity Employer. For more information, please call 830-840-3970 MF 8-0

NOTICE OF PUBLIC HEARING ON FISCAL YEAR 2024 BUDGET OF THE EDWARDS AQUIFER AUTHORITY The Edwards Aquifer Authority (EAA) hereby gives notice that it will conduct a public hearing and a public meeting on the Proposed Budget for Fiscal Year 2024. The purpose of the public hearing is to provide interested members of the public the opportunity to provide input on the proposed budget. The public meeting is intended to provide the EAA with an opportunity to discuss the proposed budget with the public. The public hearing will be held on the date and location set forth in the attached notice. The public hearing will be held on the date and location set forth in the attached notice. The public hearing will be held on the date and location set forth in the attached notice.

LULING NEWSBOY & SIGNAL

CLASSIFIEDS

CLASSIFIED DEADLINE: NOON MONDAY
All Classified Word Ads Must Be Paid In Advance

Word Ads: 88¢ per word for first insertion;
36¢ per word for each consecutive insertion

Minimum Charge - \$7.00;
Consecutive Insertion - \$7.20

SERVICES

LEO MILLER & SONS
ROOFING
512-398-6961
FREE ESTIMATES
30 YEARS EXPERIENCE

GONZALES LIVESTOCK MARKET, INC.
SALE EVERY SATURDAY AT 10 A.M.
P.O. Box 565 - Gonzales, TX 78629
David Shelton Office: 830.672.2845
Mobile: 830.857.5394 Fax: 830.672.6087

NOTICES

NOTICE OF NONJUDICIAL FORECLOSURE AUCTION
STATE OF TEXAS CALDWELL COUNTY.
Property address: Reed Block 7, 139 Martin St. Lots 3-6 in Luling, Property Id: Property Code: 28906, Recorded as Instrument number 2023-004484, in the official public records of Caldwell County, Texas, Deed of Trust securing the obligations therein described (the "indebtedness") originally payable to the lender. Date: September 26, 2023 Time: 10:00 P.M. 139 Martin St., Luling, Texas 78648. Property will be sold to highest bidder for Cash or Cashiers Check.
Monopoly Development 369 Inc.

NOTICE OF PUBLIC HEARING
NOTICE is hereby given that the PLANNING AND ZONING COMMISSION of the City of Luling, Texas, in a regular meeting at 8:00 o'clock (a.m.) on Thursday, October 9, 2003 in the City Council Chamber, 509 East Orchard Street, Luling, Texas, will consider the following matter:
REGARDING A ZONE CHANGE APPLICATION BY A REAL ESTATE LLC TO REQUEST A ZONE CHANGE FROM AN A-200 HOUSING (LULING - OPEN SPACE) DISTRICT TO AN A-100 MOBILE HOME DISTRICT TO CONVERT AND SINGLE FAMILY MANUFACTURED HOME DWELLINGS AND SINGLE FAMILY DWELLINGS. THE SUBDIVISION IS WELL LOCATED AT 1120 W. HUBLEY RD., 1/2 MILE SOUTH OF THE LEGAL DESCRIPTION OF A102 PLUD AVALON, ACRES 10.4 LULING, CALDWELL COUNTY TEXAS.
All interested parties are invited to be present and to offer testimony either for or against the proposed Zone Change and Conditional use permit.
CITY OF LULING
Lula Royal
Planning Coordinator

Who cares about public notices?

You should!

You have the right to know what's happening in your community!
Protect public notices in the newspaper and protect your right to know!

ADVERTISE IN THE CLASSIFIEDS
361.798.2481

REAL ESTATE

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.011, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the areas of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2003, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance.

Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing.

Attachments to the proposed ordinance may be found online at <http://www.co.caldwell.tx.us/pagestolocalCountyNews>. The proposed ordinance is as follows:



ORDINANCE PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1 GENERAL

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 205.61.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether contained or un-contained, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, cans, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preservation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of or make it amenable for recovery, amenable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, improvements, and other improvements on the land, used for processing, storage, or disposal of solid waste. This term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operations units such as one or more landfills, surface impoundments, or a combination of units, in addition to any incinerator, landfill, transfer station, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3 AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified on the TCRQ-permitted facility boundary of 148 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated hereto; approximately 650 acres at 1000 N. Highway 143, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4 APPLICABILITY

Section 4.01. TCRQ Permit Applications. This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 361 has been filed with and is pending before the Texas Commission on Environmental Quality (TCRQ) as of the time that this Ordinance is effective.

Section 4.02. TCRQ Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 361 has been issued by TCRQ as of the date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal. This Ordinance does not apply to an area to which Section 361.002 of the Health & Safety Code applies.

CHAPTER 5 PENALTIES

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunctive and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enforce violations of this Ordinance and seek judgment for civil penalties.

CHAPTER 6 CONSULTING LAWYER CONSULTATIVE EXPERT

Section 6.01. When Whichever Law Prevails. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of state, local, or federal law, the more stringent and better rule of law shall prevail.

Section 6.02. Consistency with Other Laws. The authority under this Ordinance is nonexclusive of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability. If any provision or provisions contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance and this Ordinance shall be construed so that the invalid, illegal, or unenforceable provision has never been included.

CHAPTER 7 EFFECTIVE DATE

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 10, 2003.

RIATA REAL ESTATE
946 E. PIERCE STREET ★ LULING
OFFICE: 830.875.6017
EMAIL: GROBBINS@RIATAREALESTATE.COM
WWW.RIATAREALESTATE.COM

 Ginger Grobbins REALTOR, OWNER OPERATOR 612.854.9691	 Brad Poffen REALTOR 812.847.7020	 Tracy Chappel REALTOR, OFFICE MANAGER 919.227.4703	 Glorry James REALTOR 612.743.8344
 Linda Grobbins REALTOR 612.854.9691	 Michelle Grobbins REALTOR 612.854.9691	 Linda Grobbins REALTOR 612.854.9691	 Linda Grobbins REALTOR 612.854.9691

CLASSIFIEDS

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

REQUEST FOR PROPOSAL

Drymalla Construction Company, LLC (CM-at Risk) is soliciting Qualifications/Proposals from Subcontractors/Suppliers for the Lockhart ISD Elementary #6 Bid Package #1 - Roof Top Units/AHUs/Switchgear. Project consists of a new Elementary School Facility. The scope of Package 1 includes the purchase only of RTU's, air handling units and main switchgear materials only. Qualifications/Proposals are due at 2:00 PM on Thursday, September 21, 2023 at the offices of Drymalla Construction Company, LLC, 808 Harbert, Columbus, Texas 78934, via fax 979-732-3663, or email to bid@drymalla.com. NO PHONE BIDS WILL BE ACCEPTED. For information on how to obtain copies of the Request for Qualifications/Proposal documents call 979-732-5731, or email Jason Labay at jason@drymalla.com. Documents are also available online at planroom.drymalla.com.

PUBLIC NOTICE NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF THE MARTINDALE WATER SUPPLY CORPORATION Pursuant to Chapter 13.2502 of the Texas Water Code, Martindale Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service of the Martindale Water Supply Corporation, Certificate of Convenience and Necessity No. 10312, in Caldwell and Guadalupe Counties, 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 or requests more than two water service connections on a single contiguous tract of land must comply with Subdivision Service section (the "Subdivision Policy") contained in the Martindale Water Supply Corporation's Tariff. Martindale Water

Supply Corporation of the impact a proposed subdivision service extension will make on the Martindale Water supply Corporation's water supply system and payment of the costs for the evaluation; Payment of reasonable costs or fees by the developer for providing water supply service capacity; Payment for any upsizing of water mains between water supply entry locations to points of service for each connection, eliminating dead and mains and extending water supply mains to the entire road frontage of the property owned by the developer; size of the distribution system is 6-inch or larger that may be determined by the system water modeling program. Payment of a Capital Recovery Fee (Capital Improvement Fee multiplied by the number of lots/connections to be served); Payment of fees for re-servicing and purchase of raw water and water supply capacity; Payment of fees for reserving water supply capacity; Forfeiture of reserved water supply service capacity for failure to pay applicable fees; Payment of costs of any improvements to the Martindale Water Supply Corporation's system that are necessary to provide the water service; Construction according to design approved by the Martindale Water Supply Corporation and dedication by the developer by bill of sale of water facilities within the subdivision following inspection. The Martindale Water Supply Corporation's Tariff and a map showing the Martindale Water Supply Corporation's service area may be reviewed at the MWSC's office at 206 Main St., Martindale, Texas, or on Martindale WSC's website at martindalewater.org. The tariff and service area map are also filed as record at the Public Utility Commission of Texas and may be reviewed by contacting the PUC, 1701 N. Congress Ave., P.O. Box 13326, Austin, Texas 78711.

AUCTION-NOTICE OF PUBLIC SALE
To satisfy Landlord's Lien at CenTex Storage,

Aubrey Pinkston: Bad, Childs motorcycle, Organ, Bikes, misc.

BID NOTIFICATION

Lockhart ISD is accepting competitive bids for installing a canopy for Clear Fork Elementary. For the bid package, please contact Tanya Homann at 512-398-0052. The proposals are due October 10, 2023 at 2 PM. CST at Attn: Tanya Homann, Lockhart ISD, P.O. Box 120, Lockhart, TX 78644. The pre-bid meeting will be on September 27, 2023 at 2pm at the Clear Fork Elementary, 1102 Clear Fork Street, Lockhart, TX 78644. No faxed or emailed proposals will be accepted. Lockhart ISD reserves the right to reject any or all proposals.

BID NOTIFICATION

Lockhart ISD is accepting competitive bids for installing a ropes course at Lockhart JR High. For the bid package, please contact Tanya Homann at 512-398-0052. The proposals are due October 11, 2023 at 2 PM. CST at Attn: Tanya Homann, Lockhart ISD, P.O. Box 120, Lockhart, TX 78644. No faxed or emailed proposals will be accepted. Lockhart ISD reserves the right to reject any or all proposals.

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2023, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Immediately following the hearing

the Commissioners Court will consider the proposed amended ordinance.

Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing. Attachments to the proposed ordinance may be found online at <https://www.co.caldwell.tx.us/page/caldwell-county-news>. The proposed ordinance is as follows:

PUBLIC AUCTION

1) Pursuant to the provision set forth in Chapter 59 of the Texas Property Code, Lockhart Self Storage will hold a public auction of property being sold to satisfy a land-lord's lien. Bids will be made for the contents of the entire unit only. Property will be sold to the highest bidder for cash only, and the highest bidder must place their lock on the unit door and take possession of the property immediately. Lockhart Self Storage Shall reserve the right to reject any bids. Auction will be posted on www.StorageAuctions.com. Auction Date: Tuesday October 03, 2022 Time: 1:00 P.M. Location: 1900 Borchert Drive, Lockhart, Texas, 78644

- Unit 1: Name: Amarda Jenkins Contents: Girls toys, bed frame, crib, high chair, printer, Christmas tree, baby bat
- Unit 2: Name: Robert West Contents: Dressers and Drawers; desk, bins, golf clubs, us flags, spices, coffee table
- Unit 3: Name: Felipe Sanchez Contents: Saddle, wagon wheels, irons, fishing poles, bull horn, George Foreman, light fixture, gas can, hand saw, monitor, paintings, baby buggy, tapestry, dolly, cross

PUBLIC NOTICE ORDINANCE PROHIBITING SOLID

WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY CHAPTER 1 GENERALY

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30-Texas Administrative Code Section 330.61.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or

incidental to any process of industry or manufacturing, or mining or agricultural operations. Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing

PUBLIC NOTICE

A Public Hearing before the Construction Board of Appeals for the City of Lockhart will be held on Thursday, October 5, 2023, at 9:00am in the Glessman Room of City Hall, 308 West San Antonio Street, Lockhart, Texas to determine if the below-listed property(ies) are Unsafe Building(s) and/or a Public Nuisance according to Sec. 12-448 of the Code of Ordinances for the City of Lockhart. All interested parties

DISCUSSION/ACTION ITEMS:

- 8. Discussion/Action** regarding the burn ban.
Speakers: Judge Haden/Hector Rangel;
Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Regarding the burn ban.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

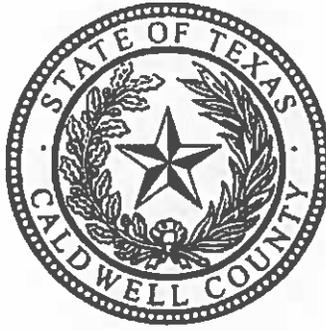
2. **Agenda Speakers:**

Name	Representing	Title
(1) Judge Haden		
(2) Hector Rangel		
(3)		

3. Backup Materials: None To Be Distributed 3 total # of backup pages (including this page)

4. 
Signature of Court Member

9/28/2023
Date



**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 10th of October 2023.

Hoppy Haden, County Judge

ATTEST:

Teresa Rodriguez
County Clerk

9. Discussion/Action to approve an agreement between County and the Tri-Community Volunteer Fire Department for rural fire protection and emergency medical services.

Speaker: Commissioner Theriot/Hank Alex;

Backup: 10; Cost: \$18,000.00

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve an agreement between the County and the Tri-Community Volunteer Fire Department for rural fire protection and emergency medical services

1. **Costs:**

Actual Cost or Estimated Cost \$ 18,000.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Commissioner Theriot</u>		
(2)	<u>Hank Alex</u>		
(3)			

3. **Backup Materials:** None To Be Distributed 10 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

10/4/2023
Date

**CONTRACT
BETWEEN
CALDWELL COUNTY
AND
TRI-COMMUNITY VOLUNTEER FIRE DEPARTMENT
FOR
RURAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

WHEREAS, this Contract for Rural Fire Protection Services (hereinafter, the "Contract") is entered into between Caldwell County, Texas (hereinafter, the "County"), a political subdivision of the State of Texas, by and through its Commissioners Court, and the below incorporated volunteer fire department (the "VFD").

WHEREAS, the County desires to have the VFD provide fire protection services to the unincorporated areas of the County;

WHEREAS, Section 352.001(c), Texas Local Government Code, allows the commissioners court of a county to contract with an incorporated volunteer fire department that is located within the county to provide fire protection to an area of the county that is located outside the municipalities in the county; and

WHEREAS, the County may pay for that protection from the general fund of the County.

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

**ARTICLE I
VFD OBLIGATIONS**

- Section 1.01. **PROVIDED SERVICES.** During the initial term and each successive renewal term, the VFD agrees to provide fire protection and, if available, emergency medical services and first responder emergency medical services to the applicable unincorporated service area more fully identified on the attached Exhibit 'A', hereby incorporated by reference for all purposes. Fire protection, emergency medical services, and first responder emergency medical services does not include ambulance services.
- Section 1.02. **VERIFICATION OF INCORPORATION.** The VFD will provide to the County a copy of its most recent governing and formation documents, as filed with the State of Texas. In the event the VFD amends or alters its governing or formation documents, the VFD will forward a copy of the documents to the County within a 30 days after the VFD's approval of the amendment or alteration.
- Section 1.03. **VERIFICATION OF LICENSURE.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, if the VFD provides emergency medical services or first responder emergency medical services, the VFD will provide to the County a documents evidencing active licensure as an emergency medical services provider or as a first responder organization.
- Section 1.04. **CURRENT MEMBERSHIP LISTS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County an copy of its current membership list. At the request of the County, the VFD will provide an updated membership list.

- Section 1.05. **CERTIFICATION OF GOOD STANDING.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter from the Caldwell County Fire Chiefs Association ("CCFCA") certifying that it is in good standing with the CCFCA.
- Section 1.06. **CURRENT CERTIFICATIONS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter, including supporting documentation, certifying that the VFD participates in the State Firefighters' and Fire Marshalls' Association ("SFFMA") certification programs, that it is compliant with the National Incident Management System ("NIMS"), is following the training guidelines adopted by the CCFCA in its Training Roadmap or successor guidelines, and that each fire fighter is appropriately certified or actively seeking such certification. If the VFD also provides emergency medical services or first responder emergency medical services, the letter, including supporting documentation, will also certify that emergency medical services personnel as defined by Chapter 773, Health and Safety Code, including but not limited to emergency medical services volunteer personnel or first responder emergency medical services personnel, are appropriately certified by the Texas Department of State Health Services in addition to basic life support certification.
- Section 1.07. **PERSONAL PROTECTIVE EQUIPMENT.** The VFD will furnish its members with, and enforce the use of, appropriate and properly maintained personal protective equipment ("PPE") conforming to the stricter of the National Fire Protection Association ("NFPA") and the VFD's policies.
- Section 1.08. **EQUIPMENT, PERSONNEL, AND NECESSARY SUPPLIES.** The VFD agrees to provide all necessary equipment, personnel, and supplies required to provide fire protection and emergency medical services under this Contract. The VFD further agrees that the County shall not be responsible for providing anything to the Fire Department other than the consideration set forth in this Contract.
- Section 1.09. **MUTUAL AID AGREEMENTS.** The VFD agrees to enter into and execute instruments and documents where created by the CCFCA and to take all action reasonably necessary and appropriate to enter into mutual aid agreements and auto aid agreements with all other fire departments in Caldwell County, Texas, and provide assistance when requested to do so by the other fire departments in Caldwell County, Texas. The VFD agrees to provide the County with a copy of all instruments and documents demonstrating the VFD's entrance into a mutual aid agreement with another fire department within Caldwell County.
- Section 1.10. **Duty to Respond.** The VFD agrees to accept dispatches by the Caldwell County Sheriff's Office and, when such dispatch cannot be performed, to promptly notify the Caldwell County Sheriff's Office dispatch that the VFD cannot respond.
- Section 1.11. **FINANCIAL REPORTING.** On or before June 1 during the initial term or each successive renewal term, the VFD agrees to provide to the County: (1) evidence that an Internal Revenue Service ("IRS") Form 990, or a successor form as promulgated by the IRS, has been filed for the previous year; (2) or monthly treasurer reports with savings account information and accompanying monthly bank statements. Failure to provide the financial reporting information under this section will constitute a material breach of this Contract.

Section 1.12. **INSURANCE REQUIREMENTS.** The VFD will be solely responsible for carrying adequate insurance on all equipment and personnel used to meet its obligations under this Contract.

ARTICLE II COUNTY OBLIGATIONS

Section 2.01. **PAYMENT FOR SERVICES.** The County will pay the VFD \$1,500.00 per month for services performed pursuant to this Contract.

Section 2.02. **WORKMAN'S COMPENSATION INSURANCE.** The County agrees to provide workman's compensation insurance for all active volunteer fire fighters 18 years of age or older.

Section 2.03. **AUTHORIZED TO MANAGE.** The Caldwell County Emergency Management Department is authorized to manage this contract on the County's behalf, including retention of documents and records submitted to the County under this contract according to applicable retention policies.

ARTICLE III TERM, TERMINATION, RENEWAL, AND REMEDIES

Section 3.01. **INITIAL TERM.** This Contract will become effective when executed by the parties, as evidenced by their respective signature below. The initial term will expire on September 30, 2024.

Section 3.02. **RENEWAL TERM.** This Contract will renew automatically on an annual basis unless otherwise terminated. Each renewal term will begin on October 1 immediately following expiration of the prior term, and expire on September 30 of the following calendar year.

Section 3.03. **TERMINATION FOR CONVENIENCE.** This Contract may be terminated by either party regardless of cause by providing written notice to the other party no less than 90 days prior to termination.

Section 3.04. **BREACH BY VFD.** In the event the VFD breaches this Contract, the County is authorized to withhold its payment under Section 2.01 of this Contract until the VFD cures its breach. Concurrently with its withholding, the County must send notice to the VFD describing the breach and demanding the VFD cure said breach.

Section 3.05. **TERMINATION AFTER BREACH.** If, 30 days after receiving notice of breach as described in Section 3.04 of this Contract, the VFD refuses to cure the noticed breach, The County may immediately terminate this Contract. Termination under this section waives any claim by the VFD to payments withheld by the County under Section 3.04 of this Contract.

ARTICLE IV MISCELLANEOUS

Section 4.01. **SEVERABILITY.** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract in

accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 4.02. FORCE MAJEURE. Either of the parties to this Contract shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Contract. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Contract within a reasonable time of such remedy.

Section 4.03. NOTICE. Any notice required under this Contract will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

TO COUNTY: Caldwell County Judge
110 S. Main Street, Room 101
Lockhart, Texas 78644

WITH A COURTESY COPY TO: District Attorney's Office
Attn: Civil Division
1703 S. Colorado St., Box 5
Lockhart, Texas 78644

WITH A COURTESY COPY TO: Emergency Management Coordinator
Caldwell County
1403 Blackjack Street, Ste. E
Lockhart, Texas 78644

TO VFD: President
Tri-Community VFD
P.O. Box 305
Fentress, Texas 78622

Any party to this Contract may provide a change of address by written notice to the other party.

- Section 4.04. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 4.05. **INDEMNIFICATION AND HOLD HARMLESS.** The VFD agrees to indemnify the County for any amount spent by the County in defending itself in any court action arising out of this Contract, including attorney fees, costs of court, and other expenses reasonable necessary in preparing and presenting any defense in such matter as well as for any damages for which the county is held responsible by any court of competent jurisdiction.
- Section 4.06. **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. This contract will be governed and interpreted by the laws of the State of Texas.
- Section 4.07. **ENTIRE CONTRACT.** This Contract, including any exhibits or attachments, contains the entire agreement between the County and the VFD concerning the duties required by this contract. 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. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 4.08. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 4.09. **NO JOINT VENTURE.** Nothing in this Contract is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 4.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights

the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this Contract shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Contract is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

- Section 4.11. **ASSIGNMENT.** The VFD may not assign its rights and interests under this Contract to any other party, unless approved in writing by the County. In the event of such assignment or in the event of legal succession of a Party's interest in this Contract by operation of law, this Contract shall be binding on the assignee and inure to the benefit of the County.
- Section 4.12. **ALTERNATE DISPUTE RESOLUTION.** In the event of the failure of any party to comply with the terms and conditions of this Contract, before filing suit, the Parties will attempt to resolve any dispute for damages arising under this MOU through mediation in Lockhart, Caldwell County, Texas, by a mediator mutually agreed upon by the Parties.
- Section 4.13. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 4.14. **SIGNATORY WARRANTY.** The signatories for the County and the VFD 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Section 4.15. COUNTERPARTS. This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Acknowledged:

Hector Rangel
Caldwell County EMC

VOLUNTEER FIRE DEPARTMENT:



Mars Garcia
President, Tri-Community VFD
Date: 9-28-23

EXHIBIT 'A'
MAP OF UNINCORPORATED SERVICE TERRITORY

10. Discussion/Action to consider an agreement between the County and Futurity IT, Inc., for the use of Orion disaster mitigation software. **Speaker: Judge Haden/Hector Rangel/Hank Alex; Background: 10; Cost: \$21,675.00**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider an agreement between the County and Futurity IT, Inc, for the use of Orion disaster mitigation software.

1. **Costs:**

Actual Cost or Estimated Cost \$ 21,675.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>	_____	_____
(2)	<u>Hector Rangel</u>	_____	_____
(3)	<u>Hank Alex</u>	_____	_____

3. **Backup Materials:** None To Be Distributed 10 total # of backup pages (including this page)

4. 
Signature of Court Member

10/04/2023
Date

FUTURITY IT, INC SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (the "Agreement") is entered into and made effective as of 06/30/2023 (the "Effective Date"), by and between Futurity IT, Inc. a Delaware Corporation having its principal place of business located at 201 Spear Street, Suite 1100, San Francisco, California 94105 ("Futurity"), and Caldwell County a political subdivision in the State of Texas having its principal place of business located at 110 S. Main St., Lockhart, TX 78644 (the "Customer") (each, a "Party", and together, the "Parties").

WHEREAS, Futurity is the developer and provider of certain software programs and makes said programs available for its customers to use on a Software-as-a-Service ("SaaS") basis, and

WHEREAS, Customer wishes to (i) subscribe to access and use the Futurity software program that is described in the corresponding Statement of Work ("SOW") (including any utility, application program interface or tools related thereto), whether or not such software is locally installed on Customer's systems or accessed by the Customer online or by any remote means (the "Program") on a SaaS basis; and (ii) receive the related services from Futurity that are described in the SOW (the "Services"); and Futurity wishes to provide a subscription to the Program and the Services to Customer, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subscription

1.1. Program. Subject to the terms and conditions of this Agreement, Futurity hereby grants Customer a non-exclusive, non-transferable right to access and use the Program, during the Term (as defined below), solely for Customer's internal business purposes, subject to Customer's compliance with any and all of the terms and conditions set forth in this Agreement, including without limitation, the full payment of the SaaS subscription fee for the Programs set forth in the SOW attached hereto (the "Subscription Fee").

1.2. Documentation. Futurity may make available certain Documentation to Customer to be used by Customer for its internal business purposes and solely in connection with Customer's use of the Program during the Term (the "Purpose"). Customer may print or copy the Documentation as needed for the Purpose, provided that all applicable copyright notices are included therein. The Documentation shall be considered part of Futurity's Confidential Information (as defined below). Unless context otherwise requires, the term "Program" shall include the Documentation. "Documentation" means Futurity's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by Futurity to its Program customers), describing the use, features and operation of the Program.

2. Services

2.1. Futurity shall provide Customer with the Services listed in the SOW.

2.2. Customer hereby agrees to cooperate with Futurity to enable the provision of the Services, and comply with instructions provided by Futurity to Customer in connection with Futurity's provision of Services hereunder, and acknowledges that the provision of certain Services by Futurity may be dependent on Customer providing the foregoing cooperation.

3. Use of Customer Account. A Customer account will be created in connection with Customer's use of the Program (the "Account"), to be accessed and/or used solely by employees, agents and independent contractors of the Customer who are explicitly authorized by Customer to use the Program and for whom subscriptions to a Program have been authorized (each a "Permitted User"). Customer acknowledges and agrees: (i) to keep, and ensure that Permitted Users keep all Account login details and passwords secure at all times; (ii) to remain solely responsible and liable for the activity that occurs in Customer's Account; (iii) that the login details for each Permitted User may only be used by that Permitted User, and that multiple people may not share the same login details, all in accordance with the number of Permitted Users specified in the SOW and (iv) to promptly notify Futurity in writing if Customer becomes aware of any unauthorized access or use of Customer's Account or the Program. Customer shall ensure that the Permitted Users comply with the terms of this Agreement and shall be solely responsible for any breach of this Agreement by a Permitted User.

4. Restrictions on Use. Customer shall only access the Program via the Futurity-designated web portal and in connection with Customer's Account. Customer must not, and shall not allow any Permitted User or any other third party to: (i) circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce limitations on use of the Program; (ii) violate or abuse password protections governing access to the Program; (iii) allow any third party to use the Program; (iv) sell, rent, lease, license or timeshare the Program or use it in any service bureau arrangement; (v) copy, modify, reverse engineer, decompile, disassemble or derive, or attempt to derive, the source code of, the Program or any components thereof; (vi) use the Program to develop a competing service or product; (vii) use any automated means to access the Program; (viii) take any action that imposes or may impose, at Futurity's sole discretion, a disproportionately large load on Futurity's infrastructure; (ix) interfere or attempt to interfere with the integrity or proper working of the Program; (x) remove, deface, obscure, or alter Futurity's, or any third parties, copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Program, or use or display logos of the Program differing from those of Futurity; (xi) access, store, distribute, or transmit during the course of its use of the Services any Malicious Code or unlawful, threatening, obscene or infringing material; (xii) use the Program and/or the Services in a manner that would violate applicable data privacy laws or for any other unlawful purpose, or one that could associate Futurity, in its reasonable judgment, with any improper or inappropriate purpose; (xiii) unlawfully use the Services and/or the Program to track or collect personally identifiable information of the Customers' data subjects; and/or (xiv) use the Program in any other unlawful manner or in breach of this Agreement. For the purposes of this Agreement, "Malicious Code" means software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system. Customer's breach of Sections 3-4 shall be deemed a material breach of this Agreement.

5. Customer Data

5.1. License. While using the Program, Customer may choose to provide, upload, import, transmit, post, or make accessible (collectively, "Provide") to Futurity certain Customer data or software (the "Customer Data"). Customer grants Futurity a non-exclusive license to use, process, display, copy and store the Customer Data in order to provide the Program to Customer or provide the Services hereunder.

5.2. Representations. Customer represents and warrants that: (i) Customer owns or has obtained the rights to all of the Intellectual Property Rights underlying the Customer Data, and Customer has the right and has obtained all rights required under any applicable laws (including but not limited to privacy laws) to provide Futurity the license granted in Section 5.1 to use such Customer Data in accordance with its terms, and (ii) the Customer Data does not infringe or violate any Intellectual Property Rights, privacy or publicity rights of any third party, and (iii) Customer will use the Program and Services in compliance with any applicable laws, including without limitation privacy protection laws, including any applicable laws relating to the collection of information from Customer's data subjects (among others, the Customer acknowledge that, as applicable, the database of the Customer Data has been duly registered in the applicable governmental authorities) and (iv) it has received any consent required by applicable laws from its data subjects (including but not limited to its employees) with respect to any monitoring of Customer Data collected relating to them. In addition, the Customer has received from its data subjects (including but not limited to its employees) any applicable required consents that such Customer Data will be used, processed, displayed, copied and stored by Futurity for the purpose of providing the Customer the Program and Services. Customer shall remain solely responsible and liable for the Customer Data and expressly releases Futurity from any and all liability arising from Futurity's use of the Customer Data as permitted herein. For the purposes of the Agreement, "Intellectual Property Rights" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form, (iii) all copyrights, whether arising under statutory or common law, whether registered or not, (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not, (v) moral rights in those jurisdictions where such rights are recognized, and (vi) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

5.3. Security. Futurity IT Inc. agrees to implement reasonable security measures, but no less than industry standard security procedures, to protect Customer Data during the Term.

6. Rights and Title

6.1. Program. The Program is licensed and not sold to Customer. All Intellectual Property Rights and all other rights, title and interest of any nature in and to the Program, and any related content, Documentation and Services provided or made available by Futurity IT Inc. hereunder, including all modifications, upgrades, customizations and derivative works (whether or not permitted under this Agreement) thereof, are and shall remain the exclusive property of Futurity and its

licensors. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. Futurity IT Inc. and its licensors reserve any and all rights not expressly granted in this Agreement.

6.2. Customer Data. As between the Customer and Futurity, the Intellectual Property Rights and all other rights, title and interest of any nature in and to the Customer Data are and shall remain the exclusive property of Customer and its licensors, which will be stored on Futurity's database. The Customer acknowledges and agrees that it remains solely responsible and liable for the Customer Data and for the permitted uses of such Customer Data under this Agreement. The Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view or modify it. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to such Customer Data to Futurity or any third party. **Anonymous Information**. Futurity may collect, use and publish Anonymous Information, and disclose it to its third party service providers, to provide, improve and publicize Futurity's programs and services. "**Anonymous Information**" means non-identifiable information regarding use of the Program (e.g., aggregated and analytics information about use of the Program). Futurity owns all Anonymous Information collected or obtained by Futurity.

7. Consideration

7.1. Subscription Fee. Customer's access to and use of the Program is subject to Customer's up-front payment in full of the Subscription Fee for the applicable subscription period as described in the SOW.

7.2. Payment Terms. Payments shall be made without any right of set-off or deduction and are irrevocable and (except as expressly set forth herein) nonrefundable in accordance with the fee schedule described in the SOW. All Futurity invoices are payable within thirty (30) days of the date of invoice. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of (i) the rate of one and a half percent (1.5%) per month, or (ii) the highest amount permitted by applicable law.

8. Term and Termination

8.1. Term. This Agreement shall be effective as of the 10/1/2023 and shall continue for an initial term, both as described in the SOW. Following the Initial Term, this Agreement shall automatically renew at the then-applicable Renewal Fee, for successive one (1) year terms (each a "Renewal Term", and together with the Initial Term, the "Term"), unless: (i) Futurity or Customer provides the other with sixty (60) days written notice prior to the end of any term of its intent not to renew, or (ii) Customer can demonstrate an impossibility to purchase the subscription based on an unforeseen non-appropriation of funds that are required for the purchase of this subscription, or (iii) this Agreement is terminated in accordance with Section 8.2 below. If Customer continues to use the Program past any renewal date, then Customer shall be deemed to have renewed the Agreement for the following term at the rates applicable for said new term.

8.2. Termination

8.2.1. Material Breach. Either party may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof.

8.2.2. Distress Event. In the event that either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other party shall have the right to immediately terminate this Agreement.

8.3. Suspension. If Futurity believes that Customer is using the Program in a manner that may cause harm to Futurity or any third party, then Futurity may, upon 5 days written notice of intent to suspend, without derogating from Futurity's right to terminate this Agreement for any breach hereof, suspend Customer's access to and use of the Program and/or the Services until such time as Futurity believes the threat of harm, or actual harm, has passed.

8.4. Effect of Termination

8.4.1. General. Upon termination of this Agreement, Customer shall immediately discontinue all access and use of the Program.

8.4.2. Access to Customer Data. Upon termination of this Agreement, Customer will lose all access to any Customer Data that Futurity may be storing in order to make the Program available to Customer. Customer shall be responsible to download its Customer Data prior to termination of this Agreement. Notwithstanding the foregoing, for a period of thirty (30) days from the effective date of termination of this Agreement, Futurity will provide Customer, upon Customer's written request, with a reasonable opportunity to download the Customer Data still retained by Futurity at such time. Futurity reserves the right to permanently delete any Customer Data that may be contained in Customer's Account at any time following said thirty (30) day period, and Customer agrees to waive any legal or equitable rights or remedies it may have against Futurity with respect to Customer Data that is deleted in connection thereto.

8.4.3. Survival. This Section 8 and Sections 4 (Restrictions on Used), 6 (Rights and Title), 7 (Consideration), 9 (Warranty Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 12 (Confidential Information), 13 (Privacy Policy) and 15 (Miscellaneous) shall survive termination of this Agreement.

9. Warranty Disclaimer

9.1. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE PROGRAM, REPORTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF THE PROGRAM, AND (II) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE, ACCURACY, RELIABILITY AND QUALITY OF THE PROGRAM ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND CUSTOMER HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES. FUTURITY DOES NOT WARRANT THAT THE PROGRAM AND THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. FUTURITY WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW

INTERNET CONNECTIONS OR OUTAGES), AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER.

9.2. FUTURITY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE PROGRAM (COLLECTIVELY, "REPORTS"), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE. THE REPORTS DO NOT CONSTITUTE LEGAL ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT LEGAL ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT AND/OR ANY SOFTWARE THAT CUSTOMER USES OR IS CONSIDERING TO USE. CUSTOMER'S USE OF AND RELIANCE UPON THE PROGRAM AND ANY REPORTS IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND FUTURITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING.

9.3. FUTURITY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE CUSTOMER DATA EXCEPT IN THE CASE WHERE SUCH UNAUTHORIZED ACCESS OR ALTERATION IS A DIRECT RESULT OF FUTURITY'S GROSS NEGLIGENCE OR WRONGFUL MISCONDUCT WHILE CUSTOMER DATA WAS UNDER FUTURITY'S SOLE CONTROL.

10. Limitation of Liability. FUTURITY ASSUMES NO LIABILITY FOR CUSTOMER'S USE OF THE PROGRAM, AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM IS AT CUSTOMER'S OWN RISK. FUTURITY WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES TO ANY PERSONS OR RESULTING FROM ANY CAUSE WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGE THAT IN NO EVENT WILL FUTURITY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND FUTURITY FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FUTURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE ABOVE, IF FUTURITY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, FUTURITY'S LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY IS LIMITED TO THE CONSIDERATION CUSTOMER ACTUALLY PAID TO FUTURITY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INDEMNIFIABLE EVENT.

11. Indemnification.

11.1. By Futurity. Futurity hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction in connection with a third party claim, suit or proceeding that Customer's use of the Program within the scope of this Agreement infringes any copyright or trade secret of a

third party. Futurity shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the Customer Data. Without derogating from the foregoing defense and indemnification obligation, if Futurity believes that the Program, or any part thereof, may infringe, then Futurity may in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Program, (ii) replace or modify the allegedly infringing part of the Program so that it becomes non-infringing while giving substantially equivalent performance, (iii) require that use of the (allegedly) infringing Program (or any part thereof) shall cease, and in such event Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the applicable subscription period, or (iv) terminate this Agreement immediately, and in such event Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the applicable subscription period. This Section 11.1 states Futurity's entire liability and Customer's exclusive remedy for any claims of infringement.

11.2. By Customer. To the fullest extent authorized by law without necessitating the creation of interest and sinking fund, the Customer hereby agrees to defend and indemnify Futurity against any damages awarded against Futurity by a court of competent jurisdiction in connection with a third party claim, suit or proceeding that use of the Customer Data within the scope of this Agreement infringes any intellectual property rights of a third party, privacy right of a third party (including the Customer's data subjects (including but not limited to its employees) or any applicable law.

11.3. General. The defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim, except if there is any conflict of interest between the parties or the indemnifying party has failed to defend such claims, in such event the indemnified party shall have the right to appoint their own legal counsel, at the indemnifying party's expense.

12. **Confidential Information.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party. The terms of this Agreement are deemed Futurity's Confidential Information, however, Customer may disclose the terms herein to its advisers, subject to a confidentiality undertaking similar to the above.

13. **Privacy Policy.** To the extent that any personally identifiable information is collected by or on behalf of Futurity, the Customer hereby represents that it has received any required consents from the data subjects for use and for the purpose for which their personally identifiable information is collected by or on behalf of Futurity, including by informing the data subjects the following, among others, as required under any applicable law: (i) the IP address of the data subject may be collected, (ii) Futurity will store and process the Customer Data on Customer's behalf in order to provide Customer with the Program and Services, (iii) Futurity will retain the Customer Data it processes on Customer's behalf for as long as Futurity is providing Customer with the Services and Program and for a reasonable time thereafter, (iv) Futurity may disclose Customer Data that contains personal information in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request, and (b) when Futurity is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets. Any Customer Data which contains non-personally identifiable information may be used by Futurity for aggregate, security and statistical purposes. Futurity may transfer and disclose such non-personal Information to third parties at its own discretion.

14. **Reference Customer.** Upon Customer's written consent, such consent shall not be unreasonably withheld, Futurity may use Customer's name and logo on its website and in its promotional materials to state that Customer is a customer of Futurity and Program user, but will not imply that the parties are affiliated. Customer agrees to serve as a reference customer of Futurity and shall cooperate with Futurity's reasonable marketing and referencing requests.

15. **General.** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

16. **Miscellaneous.** Any purchase order entered into between the parties shall be deemed to incorporate the terms of this Agreement. This Agreement shall constitute the full Agreement between the Parties with respect to its subject matter and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. This Agreement and any rights or obligations hereunder may not be transferred or assigned by Customer without the prior written consent of Futurity, but may be transferred or assigned by Futurity. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns, and the agreements and undertakings contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and permitted assigns. If any of the terms contained in this Agreement shall, for any reason, be held to be void or unenforceable, it shall not affect the validity or enforceability of any other term in this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce

each such provision thereafter. This Agreement may be executed in facsimile counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing, by fax or mail

and shall be sent to the address for each Party set forth on the first page of this Agreement, or at such other address as shall be given by either Party to the other in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by a facsimile or an email followed by a written or electronic confirmation, (b) two (2) days after posting when sent via an express commercial courier, or (c) five (5) days after posting when sent via certified mail.

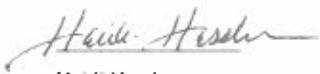
17. Choice of Law. This agreement shall be interpreted under the laws of the State of Texas.

[Remainder of Page Left Intentionally Blank]

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

Futurity IT, Inc.

Caldwell County, TX

By: 
Name: Heidi Hessler
Title: CEO
Date: 06/30/2023

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page- Futurity IT, Inc. SaaS Subscription Agreement]

STATEMENT OF WORK

Effective 10/1/2023

To the SaaS Subscription Agreement Between

Futurity IT, Inc. ("Futurity")

And

Caldwell County, TX ("Customer") Dated 06/30/2023 ("Agreement")

1. **SCOPE OF SERVICES.** For the purpose of this Statement of Work ("SOW"), the following parties are referenced as such through this SOW.

1.1. **Parties.**

- **Futurity IT, Inc., (Futurity).**
- **Caldwell County, TX (Customer).**
- **Caldwell County Emergency Management Department, (Client). Point of Contact: Hector Rangel, Emergency Manager.**

1.2. **Software Subscription.** Futurity shall provide access to the Customer and Client to the Orion Disaster Management software, (Program) subject to the terms and conditions of the Agreement. A detailed description of the software is attached hereto as **Appendix I**.

1.3. **Services and Support.**

- **Futurity Setup Services**: the subscription shall include up to four (4) hours of phone/online setup/implementation support services for the Program. Additional training is available separately at an additional cost
- **Online Training**: up to four (4) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.
- **Emergency Technical Support**: twenty-four (24) hour daily support during Emergency Operations Center activations.
- **Coverage Area**: the license coverage area shall be limited to the geographic boundaries of Caldwell County, TX

2. **TERM.** The initial term is of this agreement shall be one (1) year commencing on the effective date listed above in the attached agreement.

3. **FEES.**

3.1. **Software License Subscription Fee.**

Price:	\$11,800
Number of Permitted Users:	Unlimited.
Amount Payable (additional 3% fee applied for credit card payment)	\$11,800

3.2. **Services Fee.**

- **Futurity Setup Services**: included in the amount of the Subscription Fee for the Initial Term at no additional cost.
- **Online Training**: up to four (4) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.
- **Emergency Technical Support**: included in the amount of the Subscription Fee for the Initial Term at no additional cost.

4. **Renewal Terms.** This SOW agreement shall automatically renew at the following Renewal Fee for successive one-year terms, beginning 10/01/24, unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current term.

Price:	\$9,875.00
Number of Permitted Users:	Unlimited
Amount Payable: (additional 3% fee applied for credit card payment)	\$9,875.00

- 4.1. Online Training: Up to two (2) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.
- 4.2. Emergency Technical Support: included in the amount of the Subscription Fee for the Initial Term at no additional cost.
5. **General.** Any change to this Statement of Work shall be subject to mutual written agreement of the parties. Additional Statements of Work may be added to this Agreement by mutual agreement of the parties.
6. **Invoicing.** Invoices shall be submitted to:

6.1. Department: _____
 Contact Name: _____
 Phone: _____
 Email: _____

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

Futurity IT, Inc.

By: Heidi Hessler
 Name: Heidi Hessler
 Title: CEO
 Date: 06/30/2023

Caldwell County, TX

By: _____
 Name: _____
 Title: _____
 Date: _____

Appendix 1

Detailed Description of Orion Disaster Management Software: "Orion Flyer 2023"



The image displays the Orion Disaster Management Software interface. At the top left is the ORION Disaster Management logo, and at the top right is the text "powered by FuturTfy". The main background features a laptop showing a GIS map with yellow markers, set against a dramatic red and orange fire scene. Text on the screen lists "DISASTER PLANNING", "MITIGATION", and "DAMAGE ASSESSMENT". Below the laptop, the text "STREAMLINE DISASTER MANAGEMENT" is followed by three key features: Better Documentation & Reporting, Situational Awareness, and Mitigation & Planning. To the right, three mobile device icons illustrate "GO MOBILE", "CLOUD BASED DASHBOARD & GIS MAP", and "AUTO FILL FEMA FORMS".

ORION
Disaster Management

powered by **FuturTfy**

DISASTER PLANNING
MITIGATION
DAMAGE ASSESSMENT

STREAMLINE DISASTER MANAGEMENT

- ✓ **Better Documentation & Reporting**
 - Complete mobile damage assessment capabilities
 - Keep up to date inventory of critical infrastructure
- ✓ **Situational Awareness**
 - Get real time field updates with live mobile sharing to GIS mapping
 - Auto aggregate of key data with high level incident statistics
- ✓ **Mitigation & Planning**
 - Better understand the past to plan for the future with our technology

GO MOBILE
Instant field data capture

CLOUD BASED DASHBOARD & GIS MAP
Instant situational awareness

AUTO FILL FEMA FORMS
Instant documentation

11. Discussion/Action to approve a Proclamation from the Central Texas Dispute Resolution Center designating October 2023 as Mediation Month. **Speakers: Judge Haden/Martha Joyce; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

To: **All Elected Officials and Department Heads** – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

To approve a Proclamation from the Central Texas Dispute Resolution Center designating October 2023 as Mediation Month.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Martha Joyce	Central Texas Dispute Resolution Center	
(3)			

3. Backup Materials: None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

9/28/2023
Date



**PROCLAMATION RECOGNIZING OCTOBER AS
MEDIATION AWARENESS MONTH**

STATE OF TEXAS

COUNTY OF CALDWELL

WHEREAS, Hays County Dispute Resolution Center was conceived in 2009 and renamed Central Texas Dispute Resolution Center in 2015; and

WHEREAS, the Central Texas Dispute Resolution Center serves Caldwell, Comal, Hays, and Guadalupe counties in the areas of community, civil, family, divorce and child custody disputes and offers services to over half a million people in its service and ancillary areas; and

WHEREAS, one hundred eighty + cases are mediated annually and each court case that is settled by the Central Texas Dispute Resolution Center saves the county approximately five thousand dollars a day in court time; and

WHEREAS, Central Texas Dispute Resolution Center hosts Minimum Continuing Legal Education for attorneys and mediators alike in surrounding counties and conducts peer mediation training that teaches local students lifelong conflict resolution skills; and

NOW, THEREFORE, BE IT RESOLVED that the Caldwell County Commissioners Court does hereby proclaim October 2023 as

MEDIATION AWARENESS MONTH

ADOPTED THIS 10th DAY OF October 2023

**Hoppy Haden
Caldwell County Judge**

**BJ Westmoreland
Commissioner Precinct 1**

**Edward "Ed" Theriot
Commissioner Precinct 3**

**Rusty Horne
Commissioner Precinct 2**

**Dyral Thomas
Commissioner Precinct 4**

RESOLVING, RESTORING, REBUILDING, Caldwell County One Relationship at a Time

101 Umland Suite 105, San Marcos, TX 78666
880 Landa New Braunfels, TX 78130
www.centexdrc.org (512)878-0382

Central Texas Dispute Resolution Center's mission is to help peacefully resolve conflicts using mediation.

12. Discussion/Action to approve Resolution 01-2024, nominating up to 5 candidates to be included on a ballot for the Caldwell County Appraisal District Board of Directors.
Speaker: Judge Haden/Chase Goetz;
Backup: 8; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to nominate up to 5 candidates to be included on a ballot for the Caldwell County Appraisal District Board of Directors.

1. Costs:

Actual Cost or **Estimated Cost** \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden _____

(2) Chase Goetz _____

(3) _____

3. Backup Materials: None To Be Distributed 8 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/4/2023
Date



RESOLUTION 01-2024

**RESOLUTION NOMINATING CANDIDATES TO POSITIONS ON
THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Caldwell County Appraisal District is governed by a Board of Directors consisting of 5 members that must be a resident of the county and have resided in the county for at least two years immediately preceding the date the individual takes office;

WHEREAS, candidates for the Board of Directors are nominated by each governing bodies of taxing entities within the appraisal district, and are elected by plurality vote of said collective taxing entities;

WHEREAS, each taxing entity may nominate up to 5 candidates to serve on the Caldwell County Appraisal District Board of Directors; and

WHEREAS, candidates must be nominated by the governing body of a taxing entity and their names forwarded to the Appraisal District no later than October 15 for inclusion on a ballot.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the following candidates are nominated by the Court for inclusion on a ballot for open positions on Caldwell County Appraisal District Board of Directors.

- Sally Daniel
- Kathy Haigler
- Alfredo Munoz
- Linda Hinkle
- Kaylin Cabe
- Quartermetra Hughes
- Jackie Johnson

- _____
- _____
- _____
- _____
- _____
- _____
- _____

RESOLVED this the 10th day of October, 2023.

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
Caldwell County Clerk

Caldwell County Appraisal District

DATE: August 10, 2023
TO: Taxing Unit Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Nomination of Appraisal District Directors

Dear Members:

Nominations for directors of the Caldwell County Appraisal District for the 2024-2025 term are to be submitted to the chief appraiser on or before **October 15, 2023**. Each taxing unit may nominate one candidate for each position to be filled. All five positions are available for selection, therefore, each unit may nominate up to five candidates.

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

The presiding officer of the taxing unit submits the names and addresses of the nominees by written resolution to the chief appraiser by October 15, 2023. Names submitted after this date will not be listed on the ballot. The resolution must be adopted by majority vote of your taxing unit's governing body. Each unit will then receive a ballot before October 30, 2023.

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

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

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

Sincerely,

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser

Encl; Vote allocation
Process letter
Tax Code §6.03



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

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

**CALDWELL COUNTY APPRAISAL DISTRICT
VOTE ALLOCATION FOR BOARD OF DIRECTORS SELECTION 2024-2025 TERM**

ROUNDED

TAXING UNIT	2022 TAX LEVY	/	ALL LEVIES	=	Quotient	X	1000	=	Product	X	# Members	=	VOTES	VOTES
CALDWELL COUNTY	\$24,032,242.99	/	\$78,245,137.88	=	0.3071404	X	1000	=	307.1	X	5	=	1535.7	1536
CITY LOCKHART	\$7,059,211.33	/	\$78,245,137.88	=	0.09021917	X	1000	=	90.2	X	5	=	451.1	451
CITY LULING	\$1,628,544.83	/	\$78,245,137.88	=	0.02081337	X	1000	=	20.8	X	5	=	104.1	104
CITY MARTINDALE	\$370,640.43	/	\$78,245,137.88	=	0.00473691	X	1000	=	4.7	X	5	=	23.7	24
CITY MUSTANG RIDGE	\$117,700.29	/	\$78,245,137.88	=	0.00150425	X	1000	=	1.5	X	5	=	7.5	8
CITY NIEDERWALD	\$53,784.92	/	\$78,245,137.88	=	0.00068739	X	1000	=	0.7	X	5	=	3.4	3
CITY OF SAN MARCOS	\$201,971.53	/	\$78,245,137.88	=	0.00258127	X	1000	=	2.6	X	5	=	12.9	13
CITY OF UHLAND	\$29,998.60	/	\$78,245,137.88	=	0.00038339	X	1000	=	0.4	X	5	=	1.9	2
LOCKHART ISD	\$31,092,500.44	/	\$78,245,137.88	=	0.39737294	X	1000	=	397.4	X	5	=	1986.9	1987
LULING ISD	\$6,949,638.72	/	\$78,245,137.88	=	0.08881879	X	1000	=	88.8	X	5	=	444.1	444
PRAIRIE LEA ISD	\$1,881,412.44	/	\$78,245,137.88	=	0.0240451	X	1000	=	24.0	X	5	=	120.2	120
HAYS ISD	\$1,068,659.36	/	\$78,245,137.88	=	0.01365784	X	1000	=	13.7	X	5	=	68.3	68
GONZALES ISD	\$510,092.08	/	\$78,245,137.88	=	0.00651915	X	1000	=	6.5	X	5	=	32.6	33
SAN MARCOS ISD	\$2,752,511.70	/	\$78,245,137.88	=	0.03517805	X	1000	=	35.2	X	5	=	175.9	176
WEALDER ISD	\$417,721.54	/	\$78,245,137.88	=	0.00533863	X	1000	=	5.3	X	5	=	26.7	27
AUSTIN COM COLLEGE	\$78,506.68	/	\$78,245,137.88	=	0.00100334	X	1000	=	1.0	X	5	=	5.0	5
TOTAL	\$78,245,137.88		\$78,245,137.88										5000	5001

* = Not including Plum Creek Conservation, Plum Creek Underground, Caldwell-Hays ESD1, Gonzales Underground, Caldwell ESD2, Caldwell ESD3, Caldwell ESD4, Bollinger MUD, Caldwell Co MUD 1, 2, 3, 4, Chisholm MUD 1, Cotton Center MUD 2, Caldwell Valley MUD 1
 * = Only Levy within Caldwell County PTC 6.03d

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

- 1 Chief appraiser delivers written notice of nominations process and voting entitlement before October 1, 2023 to:
 - County Judge
 - County Commissioners
 - Mayors
 - City Managers
 - City Secretaries (if no city manager)
 - School Board Presidents
 - School Superintendents
- 2 Governing body adopts resolution nominating from one to five candidates for directors.
- 3 Presiding officer of governing body submits the resolution naming the unit's nominees to the chief appraiser no later than October 15, 2023.
- 4 Chief Appraiser delivers ballot to the presiding officer of each governing body before October 30, 2023.
- 5 Governing body determines its vote by resolution and submits it to the chief appraiser no later than December 15, 2023.
- 6 Chief appraiser counts the votes, declares the five candidates who receive the most votes elected, and submits the results to the governing bodies and the candidates before December 31, 2023.

NOTES TO DECISIONS

Analysis

- Energy & Utilities Law
- Oil, Gas & Mineral Interests
 - General Overview
- Evidence
 - Procedural Considerations
 - Burdens of Proof
 - General Overview
- Tax Law
 - State & Local Taxes
 - Real Property Tax
 - General Overview

ENERGY & UTILITIES LAW

Oil, Gas & Mineral Interests

General Overview. — Where a mineral lease crossed county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

EVIDENCE

Procedural Considerations

Burdens of Proof

General Overview. — Where a mineral lease crossed

county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

TAX LAW

State & Local Taxes

Real Property Tax

General Overview. — Where a mineral lease crossed county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

ATTORNEY GENERAL OPINIONS

Jurisdiction.

Despite the enactment of House Bill 1010 by the Eightieth Legislature, an appraisal district operating in overlapping territory by operation of Tex. Tax Code Ann. § 6.02(b) retains authority to hear and determine pending corrective motions and taxpayer protests concerning property in that territory that relate to the 2007, or prior, tax year. 2008 Tex. Op. Att'y Gen. GA-0631, 2008 Tex. AG LEXIS 45.

Savings Clause.

After the 2007 legislation that altered the legal framework for

appraising property for ad valorem taxation in taxing units located in more than one county, an appraisal district is still responsible for litigation filed against it prior to January 1, 2008, and involving property that is no longer in its appraisal district; the general savings clause continues in effect relevant portions of Tex. Tax Code Ann. § 6.02, such that a taxing district has continuing authority to defend itself in the pending litigation, and a taxing unit has a continuing obligation to pay the related costs. 2008 Tex. Op. Att'y Gen. GA-0590, 2008 Tex. AG LEXIS 2.

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

Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(3), effective January 1, 2008.

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

ATTORNEY GENERAL OPINIONS

Overlapping Districts.

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

appraisal records the lowest values, appraised and market, listed by any of the overlapping districts. 2004 Tex. Op. Att'y Gen. GA-0283.

Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under

Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Effective until January 1, 2022] The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k) [Effective January 1, 2022] Except as provided by Subsection (k-1), the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k-1) [Effective January 1, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

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

(m) [Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008.]

HISTORY: Enacted by Acts 1979, 66th Leg., ch. 841 (S.B. 621), § 1; am. Acts 1981, 67th Leg., 1st C.S., ch. 13 (H.B. 30), §§ 15, 167(a), effective January 1, 1982; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 1, effective September 1, 1987; am. Acts 1987, 70th Leg., ch. 270 (H.B. 268), § 1, effective August 31, 1987; am. Acts 1989, 71st Leg., ch. 1123 (H.B. 2301), § 2, effective January 1, 1990; am. Acts 1991, 72nd Leg., ch. 20 (S.B. 351), § 15, effective August 26, 1991; am. Acts 1991, 72nd Leg., ch. 371 (H.B. 864), § 1, effective September 1, 1991; am. Acts 1993, 73rd Leg., ch. 347 (S.B. 7), § 4.06, effective May 31, 1993; am. Acts 1997, 75th Leg., ch. 165 (S.B. 898), § 6.73, effective September 1, 1997; am. Acts 1997, 75th Leg., ch. 1039, § 2, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 705 (H.B. 834), § 1, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 629 (H.B. 2043), effective June 20, 2003; am. Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008; am. Acts 2013, 83rd Leg., ch. 1161 (S.B. 359), § 1, effective June 14, 2013; am. Acts 2021, 87th Leg., ch. 644 (H.B. 988), § 3, effective January 1, 2022.

NOTES TO DECISIONS

Analysis

- Constitutional Law
 - Equal Protection
 - Scope of Protection
- Governments
 - Local Governments
 - Finance
- Tax Law
 - State & Local Taxes
 - Personal Property Tax
 - General Overview
 - Real Property Tax
 - Assessment & Valuation
 - General Overview

CONSTITUTIONAL LAW

Equal Protection

Scope of Protection. — Judgment that denied a municipal utility district's request to declare Tex. Tax Code Ann. § 6.03(c), (d), (f), (h), (i) unconstitutional was affirmed because a political subdivision did not have any equal protection rights; equal protection rights were vested in persons. *Colony Municipal Utility Dist. v. Appraisal Dist. of Denton County*, 626 S.W.2d 930.

1982 Tex. App. LEXIS 3784 (Tex. App. Fort Worth Jan. 13, 1982, no writ).

GOVERNMENTS

Local Governments

Finance. — Appraisal districts were created by statute and constituted political subdivisions of the State and constituted entities independent from the cities and counties within their borders; the McLennan County Appraisal District was neither a city nor a county for purposes of the constitutional provision. *Hoppenstein Props. v. McLennan County Appraisal Dist.*, No. 07-13-00035-CV, 2014 Tex. App. LEXIS 5413 (Tex. App. Amarillo May 20, 2014).

TAX LAW

State & Local Taxes

Personal Property Tax

General Overview. — Three-fourths of county taxing units was not authorized by Tex. Tax Code Ann. § 6.03 to change method of selecting board of director members for local tax appraisal district because state legislature provided a clear formula concerning voting entitlement. *Huffman v. Arlington*, 619 S.W.2d 425, 1981 Tex. App. LEXIS 3815 (Tex. Civ. App. Fort Worth June 18, 1981, no writ).

13. Discussion/Action to approve an interlocal cooperation agreement between the County and the City of Lockhart for the provision of emergency medical services and emergency ambulance services in the county. **Speaker: Judge Haden/Chase Goetz; Backup: 11; Cost: \$350,000.00**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hobby.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve an interlocal cooperation agreement between the County and the City of Lockhart, for the provision of emergency medical services and emergency ambulance services in the county.

1. Costs:

Actual Cost or Estimated Cost \$ 350,000.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Chase Goetz		
(3)			

3. Backup Materials: None To Be Distributed 11 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 10/05/2023

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CALDWELL COUNTY AND THE CITY OF LOCKHART
FOR
EMERGENCY MEDICAL SERVICES**

WHEREAS, the Commissioners Court of Caldwell County, Texas (the "County") is a political subdivision of the State of Texas authorized to provide emergency medical services, including emergency ambulance services, pursuant to Chapter 774, Texas Health and Safety Code;

WHEREAS, the City of Lockhart (the "City") is a home rule city within Caldwell County that is authorized to provide EMS services, including emergency ambulance services, pursuant to Chapter 774, Texas Health and Safety Code;

WHEREAS, the City is an EMS provider, licensed under Chapter 773, Texas Health and Safety Code;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to enter into interlocal agreements to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level, including contracts between counties and cities;

WHEREAS, the County is authorized to provide for emergency ambulance service in the County pursuant to Section 774.003(a) of the Texas Health and Safety Code and, in providing said service, the County may contract with a municipality "to provide efficient emergency ambulance service" in the County pursuant to Section 774.003(b) of the Texas Health and Safety Code and "may expend county funds to defray the expense of establishing, operating, and maintaining the emergency ambulance service in the county" pursuant to Section 774.003(c) of the Texas Health and Safety Code; and

WHEREAS, the County and City desire to enter into an agreement whereby emergency medical services, including emergency ambulance services, will be provided by the City within the city and certain incorporated and unincorporated areas of the county.

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

**ARTICLE I
SERVICES**

Section 1.01. **PROVISION OF EMS.** On the condition that the City is able to provide reasonable protection for the citizens of Lockhart, and subject to any approval requirements under Section 774.003, Texas Health and Safety Code, the City will provide emergency medical services, including emergency ambulance services, in the incorporated and unincorporated areas of Caldwell County, labeled as "Lockhart 1" and "Lockhart 2" as depicted in Exhibit 'A,' attached to and incorporated into this Agreement for all purposes. Services shall be provided only as reasonably required to meet the medical needs of emergency medical services patients, and performed in accordance with accepted standards of emergency medicine.

Section 1.02 **DECLARED DISASTER.** In the event of a declared or other disaster, and as determined by the appropriate authority having jurisdiction under applicable law, the City will fully cooperate and assist the County, or any other authority having jurisdiction within the Service Area, in accordance with state and federal law.

Section 1.03. **BILLING SERVICES.** For purposes of providing billing services on behalf of the County, the County appoints the City to be its authorized billing agent for all service claims during the term of this Agreement. The City shall bill all County claims arising from this Agreement. The City may engage a third-party billing service to satisfy this Section.

Section 1.04. **EMS DIRECTOR.** The City will provide an individual to serve in the capacity of an EMS Director for the City's EMS Department, subject to the following minimum qualifications and duties:

- (a) **QUALIFICATIONS.** The EMS Director will, at a minimum, have:
 - (1) Current certification as an emergency medical technician-paramedic (EMT-P), as issued by the Texas Department of State Health Services;
 - (2) At least five (5) years of field experience; and
 - (3) At least three (3) years of EMS management experience; and

- (b) **DUTIES.** The EMS Director will, among other duties as prescribed by the City, be responsible for:
 - (1) Oversight of all aspects of the City's EMS Department operations, including field and office operations, disaster response, EMS compliance issues, and budgeting and staffing responsibilities;
 - (2) Preparation of an annual budget and recommendations for the budget;
 - (3) Recommendations relevant to any significant purchases or special operational needs;
 - (4) Development and periodic revision, as necessary, of written EMS dispatching protocols, and any other protocols and procedures required for or relevant to the City's delivery of emergency medical services;
 - (5) Coordination of all staff scheduling and EMS Department coverage needs;
 - (6) Monitoring and verification of all relevant EMS Department staff qualifications and credentials;
 - (7) Supervision of EMS staff and delegation of authority to individuals assisting with EMS operations management, continuing education coordination, and emergency care management;
 - (8) Monitoring, scheduling, and direction of maintenance to for EMS Vehicles and equipment;
 - (9) Fulfilling any other obligations assigned to the EMS Director pursuant to this Agreement; and
 - (10) Coordination of the EMS Department generally with, and reporting as required to:
 - (A) The City Manager and City Council;
 - (B) The County Judge, the Commissioners Court, and the County Auditor;
 - (C) Other interested parties relevant to all service area agreements, area emergency operations, disaster coordination, and mutual aid.

Section 1.05. **STAFFING.** The City agrees to employ, or contract with, trained, licensed, and certified emergency medical services personnel for purposes of staffing the City's EMS Department to provide emergency medical services, including emergency ambulance services, pursuant to this Agreement.

- Section 1.06. **LICENSURE AND CERTIFICATION.** During the term of this agreement, the City will maintain all federal and state licenses and certifications, including continuing education requirements, necessary for the City to operate its EMS Department. The EMS Director will be primarily responsible for monitoring and coordinating the EMS Department's compliance with all relevant standards required to maintain such licenses and certificates, including continuing education requirements, and directing action as necessary to maintain the same. The City agrees to maintain and make available to the County for inspection or copy, upon request, current information for all EMS Department personnel as permitted by state law, including necessary licenses, certifications, controlled substances certificates, continuing education requirements, driver's licenses and required insurance coverage, and criminal history checks required for each person providing emergency medical services under this Agreement.
- Section 1.07. **BRIEFING AND INPUT.** Upon reasonable request by the County, the City Manager will confer with the County for the purposes of exchanging suggestions, input, and recommendations concerning all expenditures and revenue related to emergency medical services under this Agreement.
- Section 1.08. **FACILITY VISITATIONS.** The County will have the right to visit City emergency medical services facilities, and will have the right to discuss with the City matters that are of mutual concern. Such visitations are subject to the timely notification and approval of the City Manager, whose approval will not be unreasonably withheld.
- Section 1.09. **BUDGET WORKSHOPS.** The City will prepare and provide to the County a proposed emergency medical services department budget, with recommendations. By the end of April of the initial term or any subsequent renewal term, the City and the County agree to informally meet to discuss the services provided pursuant to this Agreement to produce a mutually satisfactory departmental budget. At said meeting(s), the Parties shall make a reasonable effort to ensure the attendance of the County Judge, a County Commissioner, the Mayor, the City Manager, an Assistant City Manager, the EMS Director, and the Parties' respective legal counsel. The Parties affirm and acknowledge that each Party has sole discretion in establishing their respective budgets.
- Section 1.10. **COMPLIANCE WITH LAW.** Each Party shall ensure that all applicable laws and rules have been satisfied.

ARTICLE II COST AND PAYMENT

- Section 2.01. **PAYMENT FOR SERVICES.** The County will pay the City \$350,000.00 annually, which shall consist of eleven monthly installments of \$29,166.66 and one installment of \$29,166.74, for services performed pursuant to this Agreement. In addition to the foregoing payment, the County authorizes the City to retain any fees charged and collected pursuant to Section 2.03 of this Agreement. Payment under this Section shall be made no later than the 15th day of each month during any term of this Agreement.
- Section 2.02. **PAYMENT FOR CAPITAL EXPENSES.** Notwithstanding Section 2.01 of this Agreement, and upon written request by the City, the County will pay the City one-half of actual costs expended by the City for capital assets, not to exceed \$200,000.00. Any expenditure for which the City seeks payment under this Section is subject to the County's consent, not to be unreasonably withheld.

- Section 2.03. **AUTHORIZATION TO COLLECT FEES.** When responding to a call-for-service outside the City's corporate limits, the City is authorized to charge and collect fees consistent with a fee schedule established by the County for emergency medical services provided outside the City's corporate limits. The County reserves the right, from time to time, to review and update the established fee schedule to be consistent with the latest Centers for Medicare & Medicaid Services (CMS) fee schedule provided to the City by the City's billing service.
- Section 2.04. **PAYMENT FROM CURRENT REVENUES.** Each Party's performance under this Agreement is conditioned on the appropriation of funds by said Party on a yearly basis, and constitutes a commitment of current revenues only. In the event that a Party fails to appropriate funds sufficient for the performance of the Party's obligations under this Agreement, said Party will provide notice to the other Party that insufficient funds have been appropriated to satisfy the party's financial obligations under this Agreement. Failure of a Party to sufficiently appropriate funds shall be grounds for termination of this Agreement.

ARTICLE III TERM & TERMINATION

- Section 3.01. **INITIAL TERM.** Regardless of the execution date of this Agreement, the initial term will begin on October 1, 2023, and expire on September 30, 2024.
- Section 3.02. **RENEWAL TERM.** This Agreement will renew automatically on October 1, 2024 and expire on September 30, 2025, unless a Party provides the other Party with a notice of termination no later than July 1, 2024.
- Section 3.03. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement without cause by providing the other party notice of termination at least 30 days prior to the termination date identified in said notice.

ARTICLE IV RECORDKEEPING

- Section 4.01. **SEMIANNUAL REPORTS.** As soon as practicable after the end of a six-month period, beginning on October 1 of the initial term or any renewal term, the City shall compile and detail any metrics reasonably believed by the City to demonstrate the quality, efficiency, and effectiveness of providing EMS services, including ambulance services, during that quarter. Reported metrics should include:
- (1) Itemized costs of operation and supplies;
 - (2) Revenues;
 - (3) Number of calls for service;
 - (4) Number of total responses;
 - (5) Number of patients transported;
 - (6) Average chute time;
 - (7) Average response time;
 - (8) High-volume response locations; and
 - (9) High-volume periods for calls for service.
- Section 4.02. **FINANCIAL RECORDS.** Upon written request by the County, the City will make its financial records related to the provision of emergency medical services as contemplated by this Agreement available for review, inspection, or audit by Caldwell

County. Financial records include revenue, expenses, budget data, billing, collection, or any other record that pertains to services provided pursuant to this Agreement. The County will timely notify the City of its intent to audit said records, which shall not interfere with the City's day-to-day functions.

Section 4.03. RECORDKEEPING. The City will keep all records required to account for and reflect all services provided by the City under this Agreement. All public records will be subject to disclosure, pursuant to Chapter 552, Texas Government Code.

Section 4.04. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA), requires that the City offer assurances to the County that the City will safeguard any protected health information received or created on behalf of the County. Pursuant to this requirement, the Parties further agree to execute a HIPAA-compliant Standard Business Associate Contract.

ARTICLE V MISCELLANEOUS

Section 5.01. 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 shall not affect the remaining provisions of this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions.

Section 5.02. FORCE MAJEURE. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

Section 5.03. NOTICE. Any notice required under this Agreement will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

TO COUNTY: Caldwell County Judge
110 S. Main Street, Room 101
Lockhart, Texas 78644

WITH A COURTESY COPY TO: District Attorney's Office
Attn: Civil Division
1703 S. Colorado St., Box 5
Lockhart, Texas 78644

TO CITY: The City of Lockhart
Attn: City Manager
P.O. Box 239
308 W. San Antonio Street
Lockhart, Texas 78644

Any party to this Agreement may provide a change of address by written notice to the other party.

- Section 5.04. **LIABILITY.** All parties to this Agreement agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 5.05 **Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement except by written instrument of the party charged with such waiver and estoppel.
- Section 5.06. **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 Agreement. This Agreement will be governed and interpreted by the laws of the State of Texas.
- Section 5.07. **ENTIRE AGREEMENT.** This Agreement, including any exhibits or attachments, contains the entire agreement between the County and the City concerning the duties required by this Agreement. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Agreement concerning any of the terms in this Agreement. Except otherwise specified in this Agreement, no modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 5.08. **PLURALITY, GENDER, AND HEADINGS.** In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any

gender also refer to any other gender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.

- Section 5.09. **NO JOINT VENTURE.** Nothing in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 5.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of Agreement default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- Section 5.11. **ASSIGNMENT.** The Parties may not assign their rights and interests under this Agreement to any other party, unless approved in writing by the Parties. In the event of such assignment or in the event of legal succession of a Party's interest in this Agreement by operation of law, this Agreement shall be binding on the assignees and inure to the benefit of the Parties.
- Section 5.13. **REVIEW BY COUNSEL.** The County and the City 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 5.14. **SIGNATORY WARRANTY.** The signatories for the County and the City represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement 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 Agreement.

**[THIS SECTION LEFT INTENTIONALLY BLANK]
[SIGNATURES FOLLOW ON FOLLOWING PAGE]**

Section 5.15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

THE CITY OF LOCKHART:

Attest:

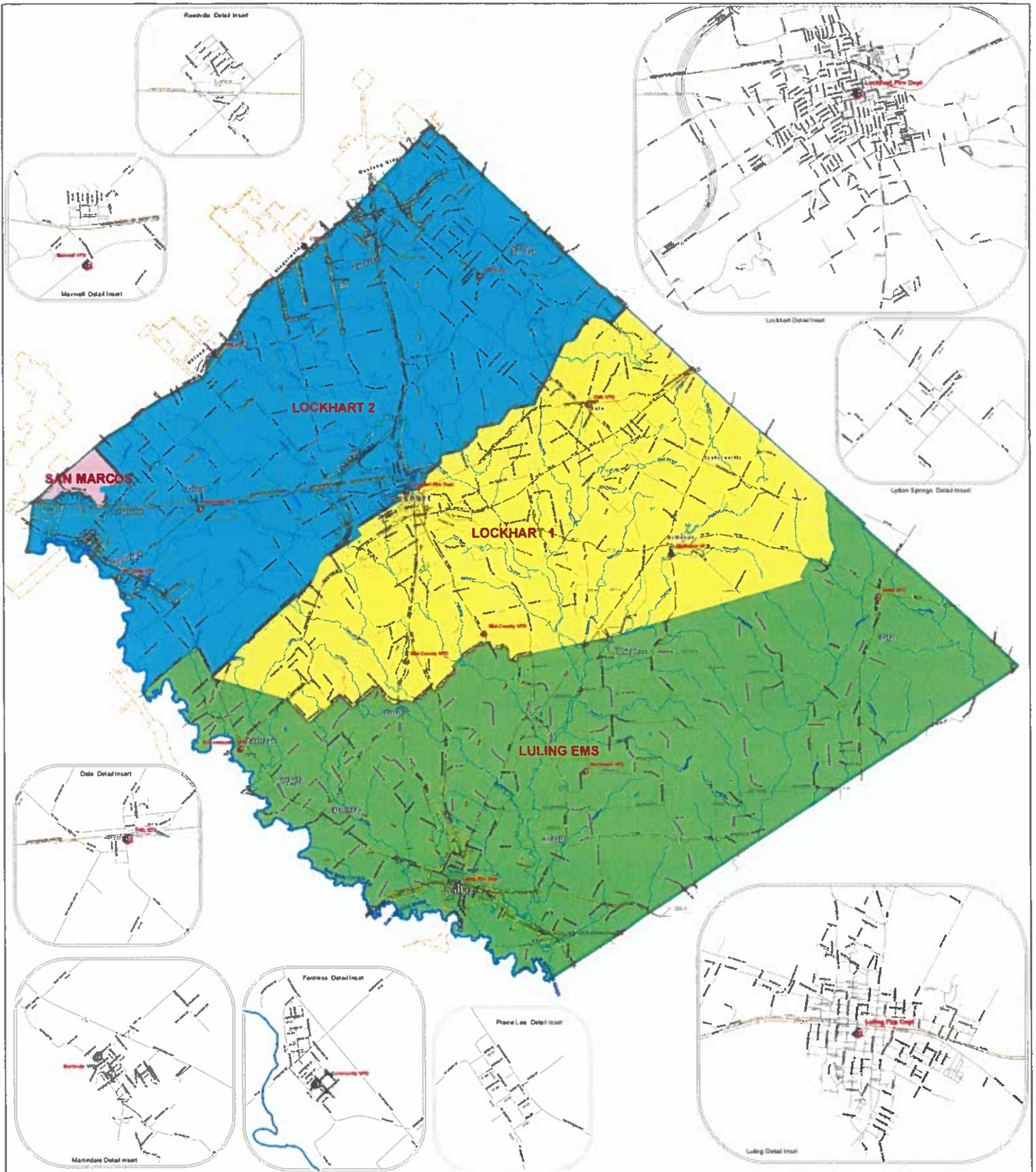
Steve Lewis
Lockhart City Manager

Julie Bowermon
Lockhart City Secretary

EXHIBIT 'A'

SERVICE MAP

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CALDWELL COUNTY AND THE CITY OF LOCKHART
FOR
EMERGENCY MEDICAL SERVICES**



Caldwell County EMS Districts



Legend	
█	LOCKHART 2
█	LULING EMS
█	LOCKHART 1
█	SAN MARCOS

The original Fire District boundaries were approved by the County Commissioners in 1981. Chisholm VFD, Helderwald VFD, & Lydon Springs VFD combined to be Chisholm Trail Fire & Rescue in 2006. Chisholm Trail Fire & Rescue created ESD #1 in 2007 by voters. Marwell Fire District created ESD #2 in 2009 by voters. ESD #2 annexed some area from Martindale VFD in 2011 by voters.

Each time the City of Lockhart adopts new annexed properties, then each appropriate VFD will forfeit that area and the City of Lockhart will add that area to their fire district.

This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied to any user for any purpose.

Additionally, neither this document nor any other document provided by the Caldwell County Appraisal District purports to authorize any onto privately owned property.

14. Discussion/Action to authorize the County Judge to sign and execute FCC Form 601 applications to the federal government for 700/800 MHz frequencies. **Speaker: Judge Haden; Backup: 3; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hobby.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to authorize the County Judge to sign and execute FCC Form 601 applications to the federal government for 700/800 MHz frequencies.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 3 total # of backup pages (including this page)

4.  _____
Signature of Court Member

Date 10/05/2023

Hoppy Haden
County Judge
(512) 398-1808

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

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Edward "Ed" Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

County Treasurer
(512) 398-1800

Danie Teltow
County Auditor
(512) 398-1801



October 10, 2023

Mike Simpson
Secretary, Region 49 (Texas-Austin 700 MHz Regional Planning Committee)
Wireless Communication Services
City of Austin
1009 Smith Road
Austin, Texas 78721

Re: Authorization to Sign

Dear Mr. Simpson,

I am writing this letter to inform you that, on October 10, 2023, the Caldwell County Commissioners Court has authorized me to sign and execute, on behalf of Caldwell County and the Court, FCC Form 601 applications to the federal government for 700/800 MHz radiofrequencies.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

Hoppy Haden
Caldwell County Judge
110 South Main Street, Room 101
Lockhart, Texas 78644
Ph: (512) 398-1809
Fax: (512) 398-1828
hoppy.haden@co.caldwell.tx.us

Hoppy Haden
County Judge
(512) 398-1808

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

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Edward "Ed" Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

County Treasurer
(512) 398-1800

Danie Teltow
County Auditor
(512) 398-1801



October 10, 2023

Stephen Sample
Secretary, Region 53 (Texas-San Antonio 700 MHz Regional Planning Committee)
Wireless Communication Services
Bexar County
4700 Quarry Run
San Antonio, Texas 78249

Re: Authorization to Sign

Dear Mr. Sample,

I am writing this letter to inform you that, on October 10, 2023, the Caldwell County Commissioners Court has authorized me to sign and execute, on behalf of Caldwell County and the Court, FCC Form 601 applications to the federal government for 700/800 MHz radiofrequencies.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

Hoppy Haden
Caldwell County Judge
110 South Main Street, Room 101
Lockhart, Texas 78644
Ph: (512) 398-1809
Fax: (512) 398-1828
hoppy.haden@co.caldwell.tx.us

15. Discussion/Action to approve Order 01-2024, prohibiting solid waste disposal and processing in certain areas of Caldwell County. **Speaker: Judge Haden/Commissioner Theriot; Backup: 26; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve Order 01-2024, prohibiting solid waste disposal and processing in certain areas of Caldwell County.

PUBLIC HEARING regarding amending the Caldwell County siting ordinance designating an area of the County in which municipal or industrial solid waste disposal is not prohibited.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Commissioner Theriot		
(3)			

3. Backup Materials: None To Be Distributed 26 total # of backup pages (including this page)

4. 
Signature of Court Member

10/4/2023
Date



ORDER 01-2024

**ORDER OF CALDWELL COUNTY COMMISSIONERS COURT
PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING
IN CERTAIN AREAS OF CALDWELL COUNTY**

WHEREAS, Section 363.112 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in certain areas of the county;

WHEREAS, Section 364.012 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare;

WHEREAS, the Caldwell County Commissioners Court (the "County"), has the responsibility and the authority to take action to protect the public health, safety, and welfare;

WHEREAS, the County recognizes that the San Marcos river and other waterways and flood plains serve as an important resource of groundwater and surface water in Caldwell County, and provide benefits to residents, agriculture, and wildlife;

WHEREAS, the County understands the importance of protecting these groundwater and surface water resources from landfill development and contamination, in order to help ensure that these resources may continue to be support Caldwell County residents, agriculture, and wildlife, in addition to the public health, safety, and welfare;

WHEREAS, on December 9, 2013, the County adopted its Caldwell County Solid Waste Disposal Ordinance, designating an approximately 18-acre area as the only area in Caldwell County in which the processing or disposal of municipal or industrial solid waste is not prohibited;

WHEREAS, since its 2013 Ordinance, the County has determined that a more suitable location for the disposal of municipal or solid waste exists within Caldwell County, identified as the TCEQ-permitted facility boundary at 130 Environmental Park: approximately 520 acres at 5200 N. Highway 183, Lockhart, Texas 78644;

WHEREAS, the 130 Environmental Park is currently operating as the sole solid waste disposal facility in Caldwell County;

WHEREAS, public hearing notices regarding the proposed order were published in a newspaper of general circulation in the county for two consecutive weeks before the County considered this Order; and

WHEREAS, a public hearing was held on October 10, 2023, before the order was considered by the County, and any interested person was allowed to testify at the hearing.

[THIS AREA LEFT INTENTIONALLY BLANK]

NOW THEREFORE, BE IT ORDERED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

- 1. The County finds that the disposal of municipal or industrial solid waste in the county is a threat to the public health, safety, and welfare, and the geographic scope of this threat should be minimized;
- 2. The County adopts the following Ordinance Prohibiting Solid Waste Disposal and Processing in Certain Areas of Caldwell County, attached as Attachment '1'; and
- 3. The Caldwell County Solid Waste Disposal Ordinance, dated December 9, 2013, is superseded in its entirety.

ORDERED this the ____ day of _____, 20____.

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
Caldwell County Clerk

Attachment '1'

ORDINANCE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY



ORDINANCE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1 GENERALLY

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.61.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to

recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of units, in addition to any incinerator, landfill, transfer station, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3 AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ-permitted facility boundary at 130 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated herein: approximately 520 acres at 5200 N. Highway 183, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4 APPLICABILITY

Section 4.01. TCEQ Permit Applications. This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 361 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCEQ Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 361 has been issued by TCEQ as of the Date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal. This Ordinance does not apply to an area to which Section 361.090 of the Health & Safety Code applies.

CHAPTER 5 ENFORCEMENT

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunction and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enjoin violations of this Ordinance and seek judgment for civil penalties.

**CHAPTER 6
CONFLICTING LAWS; CUMULATIVE EFFECT.**

Section 6.01. More Stringent Law Prevails. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

Section 6.02. Cumulative with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability. If any provision or provisions contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance, and this Ordinance shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

**CHAPTER 7
EFFECTIVE DATE**

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 10, 2023.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Protecting Texas by Reducing and Preventing Pollution

December 12, 2017

TO: Persons on the attached mailing list.

RE: 130 Environmental Park, LLC
TCEQ Docket No. 2015-0069-MSW; SOAH Docket No. 582-15-2082
MSW Permit No. 2383

The above-referenced matter was previously approved by the Commission at its September 6, 2017 Agenda. The order concerning this matter was mailed with a draft copy of the permit on September 20, 2017. Enclosed is the signed copy of the permit.

Should you have any questions, please contact Melissa Schmidt of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3317.

Sincerely,

A handwritten signature in cursive script that reads "Bridget C. Bohac".

Bridget C. Bohac
Chief Clerk

BCB/ms

Enclosure

130 Environmental Park, LLC
TCEQ Docket No. 2015-0069-MSW
SOAH Docket No. 582-15-2082

FOR THE APPLICANT:

Brent W. Ryan
McElroy, Sullivan, Miller, Weber &
Olmstead, L.L.P.
P.O. Box 12127
Austin, Texas 78711

Ernest Kaufmann, President and
Manager
130 Environmental Park, LLC
134 Riverstone Terrace, Suite 203
Canton, Georgia 30114

Kerry D. Maroney, P.E.
Biggs and Mathews, Inc.
2500 Brook Avenue
Wichita Falls, Texas 76301

INTERESTED PERSONS:

Eric Allmon
Marisa Perales
Frederick Perales Allmon & Rockwell PC
1206 San Antonio Street
Austin, Texas 78701

J. Eric Magee
Allison, Bass & Magee, LLP
402 West Twelfth Street
Austin, Texas 78701

Ben Pesl
P.O. Box 242
Dale, Texas 78616

Robert C. Wilson
McCarthy & McCarthy LLP
Westgate Tower
1122 Colorado Street, Suite 2399
Austin, Texas 78701

FOR THE EXECUTIVE DIRECTOR
via electronic mail:

Brian Christian, Director
Texas Commission on Environmental
Quality
Environmental Assistance Division
Public Education Program MC-108
P.O. Box 13087
Austin, Texas 78711-3087

Anthony Tatu, Staff Attorney
Kayla Murray, Staff Attorney
Aaron Vargas, Staff Attorney
Texas Commission on Environmental
Quality
Environmental Law Division MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Steve Odil, Technical Staff
Texas Commission on Environmental
Quality
Waste Permits Division MC-124
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL
via electronic mail:

Aaron Tucker, Attorney
Texas Commission on Environmental
Quality
Public Interest Counsel MC-103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK
via electronic mail:

Bridget C. Bohac, Chief Clerk
Texas Commission on Environmental
Quality
Office of Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

***The Honorable Kerrie Jo Qualtrough**
***The Honorable Casey A. Bell**
Administrative Law Judge
State Office of Administrative Hearings
P. O. Box 13025
Austin, Texas 78711-3025

*** Courtesy Copy via e-Filing**

Texas Commission on Environmental Quality



Permit For
Municipal Solid Waste (MSW) Management Facility
Issued under provisions of Texas
Health and Safety Code
Chapter 361

MSW Permit No.: 2383
Name of Site Operator/Permittee: 130 Environmental Park, LLC
Property Owner: Cathy Moore Hunter
Facility Name: 130 Environmental Park
Facility Location: North of FM 1185 between U.S. Highway 183 and
Homannville Trail, about two miles north of Lockhart,
Caldwell County, Texas
Classification of Site: Type I Municipal Solid Waste Landfill Facility

The permittee is authorized to store, process, and dispose of wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules and orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This permit will be valid until canceled, amended, or revoked by the Commission.

Approved, Issued and Effective in accordance with Title 30 Texas Administrative Code, Chapter 330.

Issued Date: 12-11-17


For the Commission

Table of Contents

I.	Size and Location of Facility	3
II.	Facilities and Operations Authorized	3
III.	Facility Design, Construction, and Operation	4
IV.	Financial Assurance	7
V.	Facility Closure	7
VI.	Facility Post-Closure Care	8
VII.	Standard Permit Conditions	8
VIII.	Incorporated Regulatory Requirements	10
IX.	Special Provisions	10
	Attachment A	10
	Attachment B	10

I. Size and Location of Facility

- A. The 130 Environmental Park landfill facility is located north of FM 1185 between U.S. Highway 183 and Homannville Trail, about two miles north of Lockhart, Caldwell County, Texas. The facility contains approximately 520 acres.
- B. The legal description is contained in Part I of the application, which is incorporated by reference in Attachment A of this permit.
- C. Coordinates and Elevation of Site Permanent Benchmark:
- | | |
|------------|---|
| Latitude: | N 29° 58' 43.75" |
| Longitude: | W 97° 39' 24.76" |
| Elevation: | 592.37 feet above mean sea level (ft msl) |

II. Facilities and Operations Authorized

A. Days and Hours of Operation

The waste acceptance hours for the receipt and disposal of waste at this facility shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. The operating hours at this landfill which include the use of heavy equipment shall be 5:00 a.m. to 9:00 p.m. Monday through Friday.

The operator shall post the actual waste acceptance and operating hours on the site sign.

B. Wastes Authorized at This Facility

The permittee is authorized to dispose of municipal solid waste resulting from, or incidental to, municipal, community, commercial, institutional, recreational and industrial activities, including garbage, putrescible wastes, rubbish, ashes, brush, street cleanings, construction and demolition waste, and yard waste; Class 2 non-hazardous industrial solid waste; Class 3 non-hazardous industrial solid waste; and certain special waste as described in Part II, Section 2.1 of the permit application. The facility will not accept Class 1 industrial solid waste except waste that is Class 1 only because of asbestos content.

C. Wastes Prohibited at This Facility

The permittee shall comply with the waste disposal restrictions set forth in 30 TAC §330.15(e). The permittee shall not accept medical waste, sewage, dead animals, slaughterhouse waste, sludge, grease trap waste, grit trap waste, liquid waste from municipal sources, municipal hazardous waste from conditionally exempt small quantity generators, out-of-state waste, and any other waste which is prohibited or not identified in Section II.B above.

D. Waste Acceptance Rate

Authorized wastes will be accepted at an anticipated/initial rate of approximately 1,500 tons per day and may increase to a maximum of 2,943 tons per day. These estimated acceptance rates are not a limiting parameter to the permit.

E. Waste Volume Available for Disposal

The total waste disposal capacity of the landfill (including waste and daily cover) is 33.1 million cubic yards.

F. Facilities Authorized

The permittee is authorized to operate a Type I municipal solid waste landfill consisting of a total permit boundary of approximately 520 acres and a waste disposal footprint of approximately 202 acres. The permittee is also authorized to operate a citizen convenience center, leachate storage unit, large items storage area, used/scrap tire storage area, wood waste processing area, and truck wheel wash station.

All waste disposal activities authorized by this permit are to be confined to the Type I landfill which shall include security fencing, a gatehouse, scales, a paved entrance road to the site, all-weather access roads, soil stockpiles, landfill gas monitoring and collection system, leachate collection system, groundwater monitoring system, liner system, solid waste disposal area, and other improvements. Structures for surface drainage and storm water run-on/runoff control include a perimeter drainage system to convey storm water runoff around the site, berms, ditches, detention ponds and associated drainage structures.

All waste processing activities identified above and authorized by this permit are to be confined to the locations depicted in Drawing IIA.8 in Part II of the permit application and described in Part III, Attachment D, Chapter 2 of the permit application.

G. Changes, Additions, or Expansions

Any proposed facility changes must be authorized in accordance with the rules in 30 TAC Chapters 305 and 330.

III. Facility Design, Construction, and Operation

- A.** Facility design, construction, and operation and maintenance must comply with the provisions of this permit; Commission Rules, including but not limited to 30 TAC Chapter 330; special provisions contained in this permit; and Parts I through IV of the permit application incorporated by reference in Attachment A of this permit; amendments, corrections, and modifications incorporated by reference in Attachment B. The facility construction and operation shall be managed in a manner that protects human health and the environment.
- B.** The entire waste management facility shall be designed, constructed, operated, and maintained to prevent the release and migration of any waste, contaminant, or pollutant beyond the point of compliance as defined in 30 TAC §330.3 and to prevent inundation or discharge from the areas surrounding the facility components. Each receiving, storage, processing, and disposal area shall have a containment system that will collect spills and incidental precipitation in such a manner as to:
1. Preclude the release of any contaminated runoff, spills, or precipitation;
 2. Prevent washout of any waste by a 100-year frequency flood; and
 3. Prevent run-on into the disposal areas from off-site areas.
- C.** The site shall be designed and operated so as not to cause a violation of:
1. The requirements of §26.121 of the Texas Water Code;
 2. Any requirements of the Federal Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements of §402, as amended, and/or the Texas Pollutant Discharge Elimination System (TPDES), as amended;

3. The requirements under §404 of the Federal Clean Water Act, as amended; and
 4. Any requirement of an area wide or statewide water quality management plan that has been approved under §208 or §319 of the Federal Clean Water Act, as amended.
- D. Management of Contaminated Water, Leachate, and Gas Condensate
1. All contaminated water, leachate, and gas condensate shall be handled, stored, treated, disposed of, and managed in accordance with requirements in 30 TAC §§ 330.207, 330.305(g), 330.333, as applicable, and the permit application incorporated by reference in Attachment A of this permit.
 2. Contaminated surface water and groundwater shall not be placed in or on the landfill.
- E. Liner System
1. A liner system meeting the requirements of 30 TAC Chapter 330 Subchapter H will be constructed. The system will consist of (from top to bottom): 24 inches of protective cover soil, a 300-mil-thick geocomposite leachate drainage layer, a 60-mil-thick high-density polyethylene (HDPE) geomembrane, and 24 inches of re-compacted clay with a hydraulic conductivity of no more than 1×10^{-7} centimeters per second.
 2. The elevation of deepest excavation at the landfill disposal area is 501.9 feet above msl, and is located at the leachate collection sump.
 3. The elevations of the bottom of the excavations within the waste disposal areas shall be as shown in Part III, Attachment D1, Drawing D1.6 in the permit application.
- F. Final Cover System
1. The final cover system is designed to meet the requirements of 30 TAC Chapter 330 Subchapter K and will be placed on the above-grade waste. Each cell or phase will be covered with a system consisting of (from top to bottom): 24 inches of soil with the top six inches capable of sustaining native plant growth, a 200-mil-thick double-sided geocomposite drainage layer on sideslopes, a six ounces per square yard nonwoven geotextile cushion layer on topslopes, a 40-mil-thick linear low-density polyethylene (LLDPE) geomembrane, and 18 inches of re-compacted clay with a hydraulic conductivity of no more than 1×10^{-5} centimeters per second.
 2. The maximum elevation of the final cover shall not exceed 736 ft msl.
 3. Best management practices for temporary erosion and sedimentation control shall remain in place until sufficient vegetative cover has been established to control and mitigate erosion on areas having final cover. Vegetative cover will be monitored and maintained throughout the post-closure care period in accordance with the Post Closure Care Plan.
- G. Waste Placement
1. The lowest elevation of waste placement will be approximately 505.9 ft msl.
 2. The maximum final elevation of waste placement will be 731.5 feet above msl.

H. Landfill Gas Management System

1. A landfill gas management system to monitor and control methane gas pursuant to 30 TAC Chapter 330, Subchapter I shall be installed and operated at the landfill. The landfill gas monitoring system shall consist of a perimeter network of landfill gas monitoring probes and landfill gas monitoring equipment for facility structures. The landfill gas monitoring probes and landfill gas control system shall be located, installed, and operated as described in the Landfill Gas Management Plan in the application and consistent with applicable rules. At a minimum, landfill gas monitoring shall be conducted on a quarterly basis.
2. The landfill gas management system shall ensure that the concentration of methane gas generated by the facility does not exceed 5% by volume in monitoring points, probes, subsurface soils, or other matrices at the facility boundary defined by the legal description in the permit or permit by rule, and does not exceed 1.25% by volume in facility structures (excluding gas control or recovery system components). If methane gas levels exceeding the limits specified herein are detected, the owner or operator shall follow and implement the notification and mitigation provision described under 30 TAC §330.371(c) to ensure continuous protection of human health and the environment.

I. Groundwater Monitoring System

1. The groundwater monitoring system shall be installed and shall consist of a sufficient numbers of monitoring wells to monitor the quality of groundwater in the uppermost aquifer in accordance with 30 TAC §330.403. The system shall be designed, constructed, and operated in accordance with the groundwater monitoring system design and the Groundwater Sampling and Analysis Plan in the application and consistent with the applicable rules.
2. Monitoring wells shall be sampled in accordance with 30 TAC §330.407. The frequency of groundwater sampling and reporting of data collected for each sampling event shall be in accordance with 30 TAC §330.405 and the Groundwater Sampling and Analysis Plan in the application.

J. Landfill Markers

Landfill markers shall be installed and maintained in accordance with 30 TAC §330.143 and as described within the Site Operating Plan in the application.

K. Storm water runoff from the active portion(s) of the landfill shall be managed in accordance with 30 TAC §§330.63(c), and 30 TAC Chapter 330, Subchapter G and as described in the Facility Surface Water Drainage Report, Drainage Analysis and Design, Flood Control Analysis, and Drainage System Plans and Details in the application.

L. The permittee shall comply with 30 TAC §330.59(f) (3) regarding employment of a licensed solid waste facility supervisor. The permittee shall ensure that landfill personnel are familiar with safety procedures, contingency plans, the requirements of Commission rules and this permit, commensurate with their levels and positions of responsibility as described in the Site Operating Plan in the permit application. All facility employees and other persons involved in facility operations shall obtain the appropriate level of training or certification as required by applicable regulations.

- M. The facility shall be properly supervised to assure that the attraction of birds does not cause a significant hazard to low-flying aircraft and that appropriate control procedures will be followed. Any increase in bird activity that might be hazardous to safe aircraft operations will require prompt mitigation actions.

IV. Financial Assurance

- A. Authorization to operate the facility is contingent upon compliance with provisions contained within this permit and maintenance of financial assurance in accordance with 30 TAC Chapter 330 Subchapter L and 30 TAC Chapter 37.
- B. Within 60 days prior to the initial receipt of waste, the permittee shall provide financial assurance instrument(s) for demonstration of closure in an amount not less than \$10,121,410 (2014 dollars).
- C. Within 60 days prior to the initial receipt of waste, the permittee shall provide a financial assurance instrument for demonstration of post-closure care of the landfill in an amount not less than \$6,715,148 (2014 dollars).
- D. The permittee shall annually adjust the closure and/or post-closure care cost estimates for inflation within 60 days prior to the anniversary date of the establishment of the financial assurance instrument pursuant to 30 TAC §§330.503 and 330.507, as applicable.
- E. If the facility's closure or post-closure care plan is modified the permittee shall provide new cost estimates in current dollars in accordance with 30 TAC §§330.503, 330.463(b)(3)(D), and 330.507, as applicable. The amount of the financial assurance mechanism shall be adjusted within 45 days after the modification is approved. Adjustments to the cost estimates and financial assurance instrument(s) to comply with any financial assurance regulation that is adopted by the TCEQ subsequent to the issuance of this permit shall be initiated as a modification within 30 days after the effective date of the new regulation.

V. Facility Closure

Closure of the facility shall commence:

- A. Upon the landfill being filled to its permitted waste disposal capacity or upon the landfill reaching its permitted maximum waste elevation;
- B. Upon direction by the Executive Director of the TCEQ for failure to comply with the terms and conditions of this permit or violation of State or Federal regulations. The Executive Director is authorized to issue emergency orders to the permittee in accordance with §§5.501 and 5.512 of the Water Code regarding this matter after considering whether an emergency requiring immediate action to protect the public health and safety exists;
- C. Upon abandonment of the site by the permittee;
- D. Upon direction by the Executive Director of the TCEQ for failure to secure and maintain an adequate bond or other acceptable financial assurance instrument as required; or
- E. Upon the permittee's notification to the TCEQ that the landfill will cease to accept waste and no longer operate.

VI. Facility Post-Closure Care

- A. Upon completion and closure of the landfill, post-closure care shall be conducted in accordance with 30 TAC §330.463 and as described in the Postclosure Plan in the application following written acceptance of the certification of final closure by the Executive Director of the TCEQ.
- B. The vegetation on the final cover must be monitored and maintained throughout the post-closure care period.
- C. Following completion of the post-closure care period, the owner or operator shall submit to the Executive Director for review and approval a documented certification prepared by an independent professional engineer licensed in the State of Texas in accordance with 30 TAC §330.465.
- D. Upon written acceptance of the certification of completion of post closure care by the Executive Director of the TCEQ, the permittee shall submit to the Executive Director a request for voluntary revocation of this permit.

VII. Standard Permit Conditions

- A. This permit is based on and the permittee shall follow the permit application submittals dated September 4, 2013 and revisions dated September 17, 2013; February 14, 2014; June 27, 2014; August 22, 2014; and September 24, 2014. These application submittals are hereby approved subject to the terms of this permit, the rules and regulations, and any orders of the TCEQ. These application materials are incorporated into this permit by reference in Attachment A as if fully set out herein. Any and all revisions to these elements shall become conditions of this permit upon the date of approval by the Commission. The permittee shall maintain the application and all supporting documentation at the facility and make them available for inspection by TCEQ personnel. The contents of Part III of Attachment A of this permit shall be known as the "Approved Site Development Plan" in accordance with 30 TAC §330.63. The contents of Part IV of Attachment A of this permit shall be known as the "Approved Site Operating Plan" in accordance with 30 TAC §330.65 and 30 TAC Chapter 330, Subchapters D and E.
- B. Attachment B, consisting of amendments, modifications, and corrections to this permit, is hereby made a part of this permit.
- C. The permittee shall comply with all conditions of this permit. Failure to comply with any permit condition may constitute a violation of the permit, the rules of the Commission, and the Texas Solid Waste Disposal Act, and is grounds for an enforcement action, revocation, or suspension.
- D. A pre-construction conference shall be held pursuant to 30 TAC §330.73(c) prior to beginning physical construction of the facility to ensure that all aspects of this permit, construction activities, and inspections are met. Additional pre-construction conferences may be held prior to the opening of the facility.
- E. A pre-opening inspection shall be held pursuant to 30 TAC §330.73(e). The facility shall not accept solid waste until the executive director has confirmed in writing that all applicable submissions required by the permit and applicable rules have been received and found to be acceptable and that construction is in compliance with the permit and the approved site development plan.
- F. The permittee shall monitor sediment accumulation in ditches and culverts on a quarterly basis, and remove sedimentation to re-establish the design flow grades on an annual basis or more frequently if necessary to maintain design flow.

The roads within the facility shall be designed so as to minimize the tracking of mud onto the public access road.

- G. In accordance with 30 TAC §330.19(a), the permittee shall record in the deed records of Caldwell County, a metes and bounds description of all portions within the permit boundary on which disposal of solid waste has and/or will take place. A certified copy of the recorded document(s) shall be provided to the Executive Director in accordance with 30 TAC §330.19(b).
- H. Daily cover of the waste fill areas shall be performed with well-compacted clean earthen material that has not been in contact with garbage, rubbish, or other solid waste, or with an alternate daily cover which has been approved in accordance with 30 TAC §§330.165(d) and 305.70(k). Intermediate cover, run-on, and run-off controls shall not be constructed from soil that has been scraped up from prior daily cover or which contains waste.
- I. During construction and operation of the facility, measures shall be taken to control runoff, erosion, and sedimentation from disturbed areas. Erosion and sedimentation control measures shall be inspected and maintained at least monthly and after each storm event that meets or exceeds the design storm event. Erosion and sedimentation controls shall remain functional until disturbed areas are stabilized with established permanent revegetation. The permittee shall maintain the on-site access road and speed bumps/mud control devices in such a manner as to minimize the buildup of mud on the access road and to maintain a safe road surface.
- J. Erosion stability measures shall be maintained on top dome surfaces and external embankment side slopes during all phases of landfill operation, closure, and post-closure care in accordance with 30 TAC §330.305(d).
- K. In compliance with the requirements of 30 TAC §330.145, the permittee shall consult with the local District Office of the Texas Department of Transportation or other authority responsible for road maintenance, as applicable, to determine standards and frequencies for litter and mud cleanup on state, county, or city maintained roads serving the site. Documentation of this consultation shall be submitted within 30 days after the permit has been issued.
- L. The permittee shall retain the right of entry onto the site until the end of the post-closure care period as required by 30 TAC §330.67(b).
- M. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life and until the end of the post-closure care period as required by §361.032 of the Texas Health and Safety Code.
- N. The provisions of this permit are severable. If any permit provision or the application of any permit provision to any circumstance is held invalid, the remainder of this permit shall not be affected.
- O. Regardless of the specific design contained in the application or adopted by reference in Attachments A and B of this permit, the permittee shall be required to meet all performance standards required by the permit, the Texas Administrative Code, and local, state, and federal laws or ordinances.
- P. The permittee shall comply with the requirements of the air permit exemption in 30 TAC §106.534, if applicable, and the applicable requirements of 30 TAC Chapters 106 and 116 and 30 TAC Chapter 330, Subchapter U.

- Q. All discharge of storm water will be in accordance with the U.S. Environmental Protection Agency NPDES requirements and/or the State of Texas TPDES requirements, as applicable.

VIII. Incorporated Regulatory Requirements

- A. The permittee shall comply with all applicable federal, state, and local regulations and shall obtain any and all other required permits prior to the beginning of any on-site improvements or construction approved by this permit.
- B. To the extent applicable, the requirements of 30 TAC Chapters 37, 281, 305, and 330 are adopted by reference and are hereby made provisions and conditions of this permit.

IX. Special Provisions

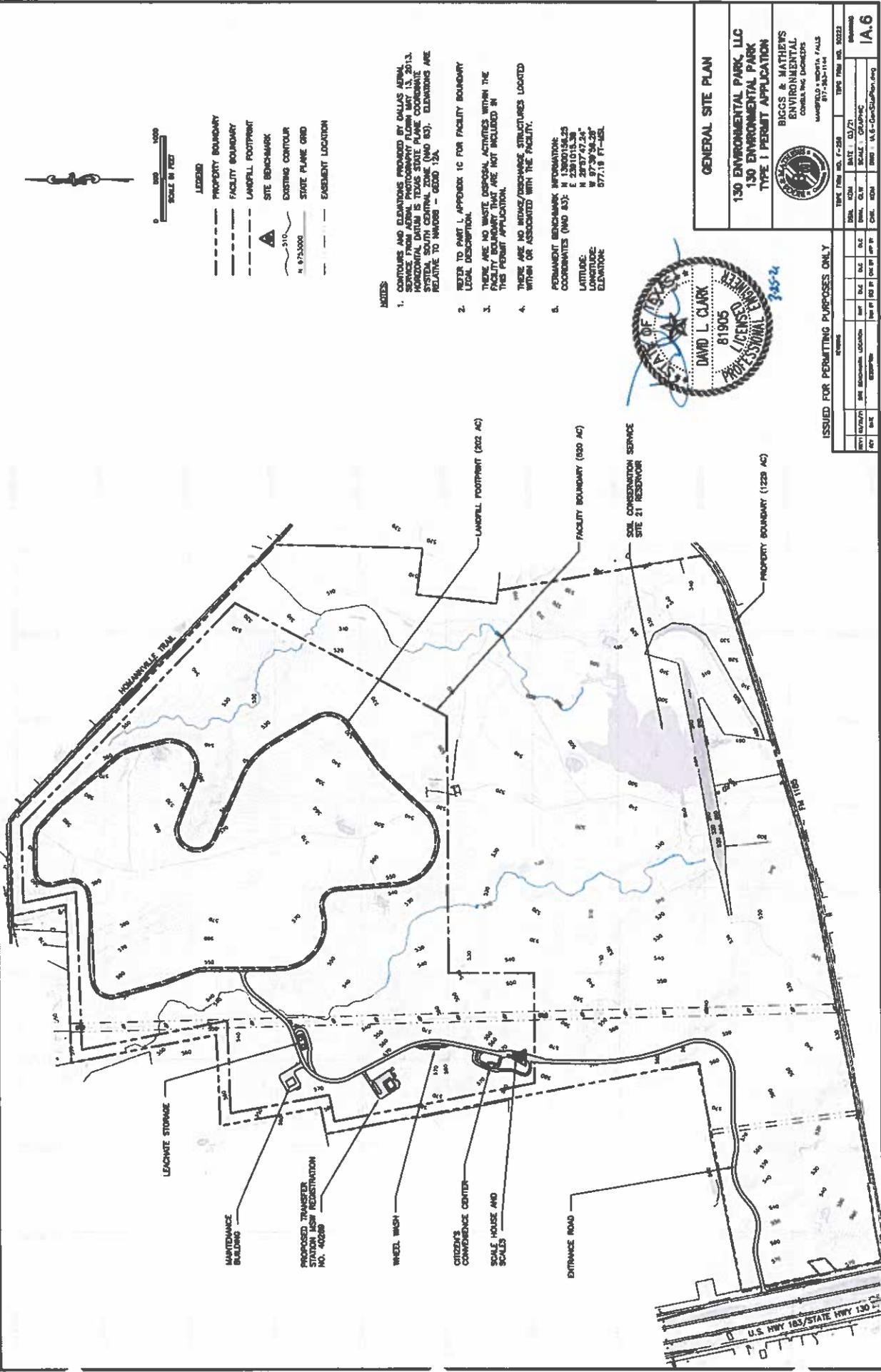
- A. Before physical construction may commence, the permittee must provide the executive director with a floodplain development permit from the city, county, or other agency with jurisdiction over improvements authorized by this permit.
- B. The facility must implement all roadway improvements specified in Part II, Appendix IIC of the permit application prior to the pre-opening inspection of the facility.

Attachment A

Parts I through IV of the permit application.

Attachment B

Amendments, corrections, and modifications issued for MSW Permit No. 2383.



LULING NEWSBOY & SIGNAL

CLASSIFIEDS

CLASSIFIED DEADLINE: NOON MONDAY
All Classified Word Ads Must Be Paid In Advance

Word Ads: 38¢ per word for first insertion;
36¢ per word for each consecutive insertion

Minimum Charge - \$7.60;
Consecutive Insertion - \$7.20

SERVICES

LEO MILLER & SONS ROOFING
512-398-6961
FREE ESTIMATES
30 YEARS EXPERIENCE

GONZALES LIVESTOCK MARKET, INC.
SALE EVERY SATURDAY AT 10 A.M.
P.O. Box 565 - Gonzales, TX 78629
David Shelton Office: 830.672.2845
Mobile: 830.857.5394 Fax: 830.672.6087

NOTICES

NOTICE OF PUBLIC HEARING
NOTICE is hereby given that the PLANNING AND ZONING COMMISSION of the City of Luling, Texas, in a regular meeting at 8:00 o'clock a.m. on Thursday, October 5, 2012 in the City Council Chamber, 509 East Crockett Street, Luling, Texas, will consider the following matter:
REGARDING A ZONE CHANGE APPLICATION BY A REAL ESTATE LLC TO REQUEST A ZONE CHANGE FROM AN A-OS RESIDENTIAL - OPEN SPACE DISTRICT TO AN RM-100 SINGLE HOME DISTRICT TO CONVERT INTO SINGLE FAMILY MANUFACTURED HOME DWELLINGS AND SINGLE FAMILY DWELLINGS. THE SUBDIVISION WILL BE LOCATED AT 2085 SWILE PATTIN RD. (PREVIOUSLY WITH THE LEGAL DESCRIPTION OF ANZ FLORES ADULTHOUSING ACRES 10.6 LULING, CALDWELL COUNTY, TEXAS.
All interested parties are invited to be present and to offer testimony either for or against the proposed Zone Change and Conditional use permit.
CITY OF LULING
Linda Reed
Planning Coordinator

Did you know?
LULING NEWSBOY & SIGNAL
www.lulingnewsboy.com
On our online edition, if your ad has a web address in it subscribers can click on it and it will take them directly to your website.
ADVERTISE TODAY!
830-875-2116

Who cares about public notices?

You should!

You have the right to know what's happening in your community!

Protect public notices in the newspaper and protect your right to know!

ADVERTISE IN THE CLASSIFIEDS

361.798.2481

REAL ESTATE

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 263.112 and 264.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 16, 2012, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 E. Main Street, Lockhart, Texas 78644. Immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance.

Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing.

Attachments to the proposed ordinance may be found online at http://www.caldwell.tx.us/page/caldwell-county-news. The proposed ordinance is as follows:



ORDINANCE

PROMOTING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1

GENERAL

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 263 and 264 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with providing solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land use pursuant to 30 Texas Administrative Code Section 800.61.

CHAPTER 2

DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether concentrated or un-concentrated, into or on any land or water or that the solid waste or hazardous waste or any constituent thereof may be carried into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, refuse, sewage sludge, food waste, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to remove energy or material from the waste, or render the waste safer to transport, store, or dispose of or make it amenable for recovery, reuse, or reuse in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including refuse, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, equipment, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operations under such as one or more landfills, surface impoundment, or collection of waste, in addition to any incinerator, landfill, transfer station, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3

AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ permitted facility boundary of 130 Environmental Park, further defined as Exhibits A and B attached hereto and incorporated herein, approximately 630 acres at 2500 N. Highway 183, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4

APPLICATIONS

Section 4.01. TCEQ Permit Application. This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 261 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCEQ Issued Permit. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 261 has been issued by TCEQ as of the date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal. This Ordinance does not apply to an area in which Section 261.050 of the Health & Safety Code applies.

CHAPTER 5

ENFORCEMENT

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunction and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enforce violations of this Ordinance and seek judgment for civil penalties.

CHAPTER 6

CONFLICTING LAWS

Section 6.01. More Stringent Law Prevails. If any provision or provision contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

Section 6.02. Cumulative with Other Laws. The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability. If any provision or provision contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance, and this Ordinance shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

CHAPTER 7

EFFECTIVE DATE

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 16, 2012.

REAL ESTATE

RIATA REAL ESTATE

946 E. PIERCE STREET * LULING OFFICE. 830.875.6017

GROBBINS@RIATAREALESTATE.COM WWW.RIATAREALESTATE.COM

Grid of real estate agent photos and names: Shagar Robbins, Brett Patton, Deby Chavez, Ginny Jankel, Terriha Carter, Maribel Enea, Bridget Henneley.

WE SELL: RESIDENTIAL, COMMERCIAL, FARM & RANCH AND MANAGE PROPERTIES. SUBSCRIBE TODAY

SELL IT FAST IN THE CLASSIFIEDS LULINGNEWSBOY@GMAIL.COM

PUBLIC NOTICES

PUBLIC AUCTION
 Pursuant to the provisions set forth in Chapter 59 of the Texas Property Code, Lockhart Self Storage will hold a public auction of property being sold to satisfy a land-lord lien. Bids will be made for the contents of the entire unit only. Property will be sold to the highest bidder for cash only, and the highest bidder must place their lock on the unit door and take possession of the property immediately. Lockhart Self Storage shall reserve the right to reject any bids. Auction will be posted on www.StorageAuctions.com. Auction Date: Tuesday, October 03, 2023. Time: 1:00 PM. Location: 1900 Borchert Drive, Lockhart, Texas, 78644.

Unit 1:
 Name: Amanda Jenkins
 Contents: Girls toys, bed frame, crib, high chair, printer, Christmas tree, baby bath.

Unit 2:
 Name: Robert West
 Contents: Dressers and Drawers, desk, bins, golf clubs, us flags, spices, coffee table.

Unit 3:
 Name: Felipe Sanchez
 Contents: Saddle, wagon, wheels, trike, fishing pole, bull horn, George Forman, light fixture, gas can, hand saw, monitor, paintings, baby buggy, tapestry, dolly, cross.

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2023, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance. Interested members of the public are invited to appear at the hearing and will be given the opportunity to be heard and testify at the hearing. Attachments to the proposed ordinance may be found online at <https://www.co.caldwell.tx.us/paper/caldwell-county-news>. The proposed ordinance is as follows:

ORDINANCE PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY
CHAPTER 1
GENERALLY
 Section 1.01 Purpose
 The purpose of this Ordinance is to preserve and protect the public health, safety, and well-being of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02 Authority
 The Commissioners Court is authorized to amend this Ordinance by Chapter 303 and 364 of the Texas Health and Safety Code, Section 1.02. Except as otherwise provided, the Caldwell County Commissioners Court hereby ordains that it is not lawful for any person to process or dispose of solid waste in the areas of the County as follows:

PUBLIC NOTICES

solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land use pursuant to 30 Texas Administrative Code Section 330.61.

CHAPTER 2
DEFINITIONS
 Section 2.01. Disposal: "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste: "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste: "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing: "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, treatment, or disposal, or for use in a solid waste facility.

Section 2.05. Solid Waste: "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility: "Solid Waste Facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of units, in addition to any incinerator, landfill transfer station, mass air recovery facility, land reclamation, treatment, or composting site.

CHAPTER 3
AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING
 Section 3.01. Areas Not Prohibited: The following areas are not prohibited:

PUBLIC NOTICES

cessing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ-permitted facility boundary at 130 Environmental Park, further depicted on Exhibits A and B attached herein and incorporated herein approximately 520 acres at 5200 N. Highway 183, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited: Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4
APPLICABILITY
 Section 4.01. TCEQ Permit Applications
 This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 381 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCEQ Issued Permits
 This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 381 has been issued by TCEQ as of the date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits
 This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal
 This Ordinance does not apply to an area to which Section 391.060 of the Health & Safety Code applies.

CHAPTER 5
ENFORCEMENT
 Section 5.01. Criminal Penalties
 Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunction and Civil Penalties
 The Caldwell County Commissioners Court may bring legal action to enjoin violations of this Ordinance and seek judgment for civil penalties.

CHAPTER 6
CONFLICTING LAWS, CUMULATIVE EFFECT
 Section 6.01. More Stringent Law Prevails
 If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule of law shall control.

Section 6.02. Cumulative with Other Laws
 The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability
 If any provision or provisions contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, legal, or unenforceable in any respect, such as invalidity, legality, or enforceability, shall not affect any other provision of this Ordinance, and this Ordinance shall be construed as if the invalid, legal, or unenforceable provision had never been included.

CHAPTER 7
EFFECTIVE DATE
 Section 7.01. Effective Date
 This Ordinance shall be effective October 16, 2023.

PUBLIC NOTICES

NOTICE TO CREDITORS
 Notice is hereby given that original Letters Testamentary for the Estate of Lynn (Lynette) Albers (also known as Lynette Albers), Deceased, were issued on September 19, 2023, in Cause No 10926, pending in the County Court at Law of Caldwell County, Texas, to: Kyle Christian Albers.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o M. Elizabeth Raxter
 Attorney at Law
 705 State Park Rd
 Lockhart, Texas 78644
 Telephone: (512) 368-6996
 Facsimile: (512) 668-4501
 E-mail: eraxter@tx-el-derlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Beaulie Mae Ward, Deceased, were issued on September 19, 2023, in Cause No 10008, pending in the County Court at Law of Caldwell County, Texas, to: Mitchell O'Neal Ward (also known as Mitchell Ward).

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o M. Elizabeth Raxter
 Attorney at Law
 705 State Park Rd
 Lockhart, Texas 78644
 DATED the 19th day of September, 2023.
 /s/ M. Elizabeth Raxter
 Attorney for Mitchell O'Neal Ward
 State Bar No.: 24050084
 705 State Park Rd
 Lockhart, Texas 78644
 Telephone: (512) 398-8996
 Facsimile: (512) 668-4501
 E-mail: eraxter@tx-el-derlaw.com

ORDINANCE 2023-20
AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS", OF THE CODE OF ORDINANCES, DIVISION 1 "HISTORIC DISTRICTS AND

PUBLIC NOTICES

LANDMARKS REGULATIONS AND PROCEDURES SECTION 28-11 "CERTIFICATE FOR ALTERATION FOR HISTORIC LANDMARKS OR HISTORIC DISTRICTS" SUBSECTION C(4), PROVIDING FOR SEVERABILITY, PROVIDING FOR PUBLICATION, AND ESTABLISHING AN EFFECTIVE DATE.

Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-6 of the City Code. The complete ordinance(s) may be viewed at the City Secretary's Office, 306 West San Antonio Street, Lockhart, Texas, during normal business hours of 8:00 a.m. until 5:00 p.m., Monday through Friday.

NOTICE OF PUBLIC HEARING

FOR THE EXCLUSION OF CERTAIN LANDS FROM COUNTY LINE SPECIAL UTILITY DISTRICT

Notice is hereby given that County Line Special Utility District (the "District") will hold a public hearing on Monday, October 16, 2023, at 6:30 p.m. at the District's regular meeting place at its office located at 8870 Carrino Road, Uhlhard, Texas 78640, for the following purpose: CONDUCT A HEARING ON EXCLUSION OF CERTAIN LANDS FROM COUNTY LINE SPECIAL UTILITY DISTRICT.

All interested parties have the right to present petitions for exclusion of land or other property and offer evidence in support of the petitions and the right to contest the proposed exclusion based on either a petition or the District's

PUBLIC NOTICES

Board of Director's own conclusion and to offer evidence in support of the contest.

NOTICE OF PUBLIC HEARING
 The City of Lockhart Planning and Zoning Commission will hold a Public Hearing on Wednesday, October 11, 2023, at 7:00 P.M. in the lower level of City Hall, 306 West San Antonio Street, Lockhart, Texas, to receive public input regarding the following SUP-23-14. Hold a PUBLIC HEARING and consider a request by Shiva Shankar with Paradise Engineers, LLC on behalf of Gamp Properties, LLC and A.M. Ventura Capitalists, LLC for a Specific Use Permit to allow a MF-2 Residential Development Type on 13.089 acres in the James George Survey, Abstract No. 8, zoned RHD Residential High Density District and located at 1000 Valdez Street and 1325 Blackjack Street (FM 20).

All interested persons owning property within 200 feet of this property who wish to state their support or opposition may do so at this Public Hearing; or they may submit a written statement to the Planning Director or his designee for presentation to the Planning and Zoning Commission at or before the time the Public Hearing begins. Should any person be aggrieved by the Commission's action, a request may be submitted in writing for an appeal to the City Council. Such a request must be submitted to the Zoning Administrator (Planning Director) within ten calendar days of the date of the Commission's action.

David Fowler, AICP

DIRECT CARE COUNSELORS - Provide positive role modeling, structure, and supervision to adolescent boys. No exp. required, we train comprehensively. Overtime available. \$43,500 Average Annual Income. Flexible 8 & 16 hr shift schedules. Health/life/dental/vision Insurance after 90 days. Min. requirements: Must be 21 yrs old, HIGED, clean TDL, clean criminal history, pre-employment TB skin test, and drug screen. Growing (25+ year old) non-profit organization.

www.pegeusschool.net
 Call (512) 432-1878 for further information.

EM
 Cal-Maine Foods, Inc. In Harwood is seeking applicants for **ALL POSITIONS**. No degree required. Applicants must have their own transportation to and from work. Competitive pay, vacation, sick leave, health, dental & vision insurance, 401k & ESOP. Cal-Maine Foods is an Equal Opportunity Employer. For more information, please call 830-540-3970 M-F (8-4)

EDWARDS AQUIFER
NOTICE OF PUBLIC HEARING ON FISCAL YEAR 2024 BUDGET OF THE EDWARDS AQUIFER AUTHORITY

The Edwards Aquifer Authority (EAA) hereby gives notice that it will conduct a public hearing on the proposed budget for Fiscal Year 2024. The purpose of the public hearing is to provide interested members of the public the opportunity to provide comments on the EAA's proposed budget. The hearing will be held on Tuesday, November 14, 2023, at 10:00 a.m. at the EAA's offices, 1000 S. Loop West, Suite 100, Austin, Texas 78705. The hearing will be open to the public and all interested parties are invited to attend. The hearing will be held in the EAA's main conference room, 1000 S. Loop West, Suite 100, Austin, Texas 78705. The hearing will be held in the EAA's main conference room, 1000 S. Loop West, Suite 100, Austin, Texas 78705.

The public hearing will be held on the below date and location, as well as virtually via the Zoom platform, as follows:

Date: Wednesday, October 11, 2023
 Time: 10:00 A.M. Central Time
 Location: Edwards Aquifer Authority Board Room
 1000 S. Loop West, Suite 100
 Austin, Texas 78705

Zoom: <https://www.zoom.us/j/9430940928>

The proposed budget may be obtained by visiting the EAA website at www.edwardsaquifer.org or by calling the EAA at (512) 424-1000.

LULING NEWSBOY & SIGNAL

CLASSIFIEDS

CLASSIFIED DEADLINE: NOON MONDAY
All Classified Word Ads Must Be Paid in Advance

Word Ads: 38¢ per word for first insertion;
36¢ per word for each consecutive insertion.

Minimum Charge - \$7.00;
Consecutive Insertion - \$7.20

SERVICES

LEO MILLER & SONS
ROOFING
512-398-6961
FREE ESTIMATES
30 YEARS EXPERIENCE

GONZALES
LIVESTOCK MARKET, INC.
SALE EVERY SATURDAY AT 10 A.M.
P.O. Box 565 - Gonzales, TX 78629
David Shelton Office: 830.672.2845
Mobile: 830.857.5394 Fax: 830.672.6087

NOTICES

NOTICE OF NONJUDICIAL FORECLOSURE AUCTION
STATE OF TEXAS CALDWELL COUNTY.
Property address: Reed Block 7,139 Martin St. Lots 3-6 in Luling, Property Id: Property Code: 26806, Recorded as instrument number 2023-004484, in the official public records of Caldwell County, Texas, Deed of Trust securing the obligations therein described (the "indebtedness") originally payable to the lender, Date: September 28, 2023 Time: 10:00 Place: 139 Martin St., Luling, Texas 78648. Property will be sold to highest bidder for Cash or Cashiers Check.
Monopoly Development 369 Inc.

NOTICE OF PUBLIC HEARING
NOTICE is hereby given that the PLANNING AND ZONING COMMISSION of the City of Luling, Texas, in a regular meeting at 8:00 o'clock a.m. on Thursday, October 5, 2023 in the City Council Chamber, 500 East Crockett Street, Luling, Texas, will consider the following matter:
REGARDING A ZONE CHANGE APPLICATION BY A REAL ESTATE LLC TO REQUEST A ZONE CHANGE FROM AN A-025 AGRICULTURE - OPEN SPACE DISTRICT TO AN RMV MOBILE HOME DISTRICT TO CONVERT INTO SINGLE FAMILY MANUFACTURED HOME DWELLINGS AND SINGLE-FAMILY DWELLINGS. THE SUBDIVISION WILL BE LOCATED AT 2008 BRIDLE PATH RD., P.O. BOX 2008 WITH THE LEGAL DESCRIPTION OF A100 PLANT, ADDUPHEN, ACRES 31.6, LULING, CALDWELL COUNTY, TEXAS.
All interested parties are invited to be present and to offer testimony either for or against the proposed Zone Change and Conditional use permit.
CITY OF LULING
Linda Royal
Planning Coordinator

Who cares about public notices?

You should!

You have the right to know what's happening in your community!

Protect public notices in the newspaper and protect your right to know!

ADVERTISE IN THE CLASSIFIEDS

361.798.2481

REAL ESTATE

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2023, at 9:30 a.m. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Immediately following the hearing, the Commissioners Court will consider the proposed amended ordinance.

Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing.

Attachments to the proposed ordinance may be found online at <https://www.caldwelltx.us/page/caldwell-county-news>. The proposed ordinance is as follows:



ORDINANCE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY

CHAPTER 1 GENERALLY

Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.

Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.

Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 302.61.

CHAPTER 2 DEFINITIONS

Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, smelting, leaching, or placing of solid waste or hazardous waste, whether contained or un-contained, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, refuse, street cleaning, dead animals, abandoned construction, and all other forms of solid waste other than industrial solid waste.

Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume.

Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, equipment, and other improvements on the land, used for processing, storing, or disposal of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operations with such as one or more landfills, surface impoundments, or a combination of units, in addition to any incinerator, landfill transfer station, materials recovery facility, land application, beneficial use, or composting site.

CHAPTER 3 AREA DESIGNATIONS FOR SOLID WASTE DISPOSAL AND PROCESSING

Section 3.01. Areas Not Prohibited. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in the area of Caldwell County identified as the TCEQ-permitted facility boundary at L80 Environmental Park, further depicted on Exhibits A and B attached hereto and incorporated herein, approximately 630 acres at 8250 N. Highway 183, Lockhart, Texas 78644.

Section 3.02. Areas Prohibited. Except as provided in Section 3.01, the processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all portions of Caldwell County, Texas.

CHAPTER 4 APPLICABILITY

Section 4.01. TCEQ Permit Applications. This Ordinance does not apply to an area of the County for which an application for a permit or other authorization under Health and Safety Code Chapter 361 has been filed with and is pending before the Texas Commission on Environmental Quality (TCEQ) as of the date that this Ordinance is effective.

Section 4.02. TCEQ Issued Permits. This Ordinance does not apply to an area of the County for which a permit or other authorization under Health and Safety Code Chapter 361 has been issued by TCEQ as of the date that this Ordinance is effective.

Section 4.03. Municipal Corporate Limits. This Ordinance does not apply within the corporate limits of any municipality.

Section 4.04. Certain Industrial Solid Waste Disposal. This Ordinance does not apply to an area in which Section 361.090 of the Health & Safety Code applies.

CHAPTER 5 ENFORCEMENT

Section 5.01. Criminal Penalties. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law.

Section 5.02. Injunctions and Civil Penalties. The Caldwell County Commissioners Court may bring legal action to enforce violations of this Ordinance and seek judgment for civil penalties.

CHAPTER 6 CONFLICTING LAWS; CUMULATIVE EFFECT.

Section 6.01. More Stringent Law Prevails. If any provision or provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule of law shall control.

Section 6.02. Consistent with Other Laws. The authority under this Ordinance is cumulative of other local, state, and regulatory authority that Caldwell County may have to regulate municipal or solid waste disposal within its jurisdiction.

Section 6.03. Severability. If any provision or provisions contained in this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any other provision of this Ordinance, and this Ordinance shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

CHAPTER 7 EFFECTIVE DATE

Section 7.01. Effective Date. This Ordinance shall be in full force and effect on October 10, 2023.

RIATA REAL ESTATE
946 E. PIERCE STREET ★ LULING
OFFICE: 830.875.6017
EMAIL: GROBBINS@RIATAREALESTATE.COM
★ WWW.RIATAREALESTATE.COM ★

 Ginger Robbins SALES, OWNER CREATOR 512.244.0801	 Brett Patton REALTOR 812.847.7920	 Tracy Chaves REALTOR, OFFICE MANAGER 812.227.4203	 Cindy Jankov REALTOR 612.743.2344
 Linda Royal PLANNING COORDINATOR	 Melanie Eddy REALTOR	 Lizabeth Johnson REALTOR	

CLASSIFIEDS

PUBLIC NOTICES

REQUEST FOR PROPOSAL

Drymalla Construction Company, LLC (CM at Risk) is soliciting Qualifications/Proposals from Subcontractors/Suppliers for the Lockhart ISD Elementary #6 Bid Package #1 - Roof Top Units/AHUs/Switchgear. Project consists of a new Elementary School Facility. The scope of Package 1 includes the purchase only of RTU's, air handling units and main switchgear materials only. Qualifications/Proposals are due at 2:00 PM on Thursday, September 21, 2023 at the offices of Drymalla Construction Company, LLC, 608 Harbert, Columbus, Texas 78934, via fax 979-732-3663, or email to bid@drymalla.com. NO PHONE BIDS WILL BE ACCEPTED. For information on how to obtain copies of the Request for Qualifications/Proposal documents call 979-732-5731, or email Jason Labay at jason@drymalla.com. Documents are also available online at planroom.drymalla.com.

PUBLIC NOTICE
NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF THE MARTINDALE WATER SUPPLY CORPORATION Pursuant to Chapter 13.2502 of the Texas Water Code, Martindale Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service of the Martindale Water Supply Corporation, Certificate of Convenience and Necessity No. 10312, in Caldwell and Guadalupe Counties, 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 or requests more than two water service connections on a single contiguous tract of land must comply with Subdivision Service section (the "Subdivision Policy") contained in the Martindale Water Supply Corporation's Tariff. Martindale Water

PUBLIC NOTICES

Supply Corporation of the impact a proposed subdivision service extension will make on the Martindale Water supply Corporation's water supply system and payment of the costs for the evaluation; Payment of reasonable costs or fees by the developer for providing water supply service capacity; Payment for any upsizing of water mains between water supply entry locations to points of service for each connection, eliminating dead end mains and extending water supply mains to the entire road frontage of the property owned by the developer; size of the distribution system is 6-inch or larger that may be determined by the system water modeling program. Payment of a Capital Recovery Fee (Capital Improvement Fee multiplied by the number of lots/connections to be served); Payment of fees for re-servicing and purchase of raw water and water supply capacity; Payment of fees for reserving water supply capacity; Forfeiture of reserved water supply service capacity for failure to pay applicable fees; Payment of costs of any improvements to the Martindale Water Supply Corporation's system that are necessary to provide the water service: Construction according to design approved by the Martindale Water Supply Corporation and dedication by the developer by bill of sale of water facilities within the subdivision following inspection. The Martindale Water Supply Corporation's Tariff and a map showing the Martindale Water Supply Corporation's service area may be reviewed at the MWSC's office at 206 Main St., Martindale, Texas, or on Martindale WSC's website at martindalewater.org. The tariff and service area map are also filed as record at the Public Utility Commission of Texas and may be reviewed by contacting the PUC, 1701 N. Congress Ave., P.O. Box 13326, Austin, Texas 78711.

AUCTION-NOTICE OF PUBLIC SALE
To satisfy Landlord's Lien at CenTex Storage,

PUBLIC NOTICES

Aubrey Pinkston: Bed, Childs motorcycle, Organ, Bikes, misc.

BID NOTIFICATION

Lockhart ISD is accepting competitive bids for installing a canopy for Clear Fork Elementary. For the bid package, please contact Tanya Homann at 512-398-0052. The proposals are due October 10, 2023 at 2 PM. CST at Attn: Tanya Homann, Lockhart ISD, P.O. Box 120, Lockhart, TX 78644. The pre-bid meeting will be on September 27, 2023 at 2pm at the Clear Fork Elementary, 1102 Clear Fork Street, Lockhart, TX 78644. No faxed or emailed proposals will be accepted. Lockhart ISD reserves the right to reject any or all proposals.

BID NOTIFICATION

Lockhart ISD is accepting competitive bids for installing a ropes course at Lockhart JR High. For the bid package, please contact Tanya Homann at 512-398-0052. The proposals are due October 11, 2023 at 2 PM. CST at Attn: Tanya Homann, Lockhart ISD, P.O. Box 120, Lockhart, TX 78644. No faxed or emailed proposals will be accepted. Lockhart ISD reserves the right to reject any or all proposals.

TO ALL INTERESTED PERSONS:

Notice is hereby given pursuant to Sections 363.112 and 364.012, Texas Health & Safety Code, that the Caldwell County Commissioners Court shall hold a public hearing regarding amending the Caldwell County siting ordinance designating the area of the County in which municipal or industrial solid waste disposal is not prohibited. The hearing shall be held on Tuesday, October 10, 2023, at 9:30 A.M. in the Second Floor Courtroom of the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Immediately following the hearing,

PUBLIC NOTICES

the Commissioners Court will consider the proposed amended ordinance. Interested members of the public are entitled to appear at the hearing and will be given the opportunity to be heard and testify at the hearing. Attachments to the proposed ordinance may be found online at <https://www.co.caldwell.tx.us/page/caldwell.County.News>. The proposed ordinance is as follows:

PUBLIC AUCTION

1) Pursuant to the provision set forth in Chapter 59 of the Texas Property Code, Lockhart Self Storage will hold a public auction of property being sold to satisfy a land-lords lien. Bids will be made for the contents of the entire unit only. Property will be sold to the highest bidder for cash only, and the highest bidder must place their lock on the unit door and take possession of the property immediately. Lockhart Self Storage shall reserve the right to reject any bids. Auction will be posted on www.StorageAuctions.com. Auction Date: Tuesday October 03, 2022 Time: 1:00 P.M. Location: 1900 Borchert Drive, Lockhart, Texas, 78644
Unit 1:
Name: Amanda Jenkins
Contents:
Girls toys, bed frame, crib, high chair, printer, Christmas tree, baby bat
Unit 2:
Name: Robert West
Contents:
Dressers and Drawers, desk, bins, golf clubs, us flags, spices, coffee table
Unit 3:
Name: Felipe Sanchez
Contents:
Saddle, wagon wheels, trike, fishing poles, bull horn, George Forman, light fixture, gas can, hand saw, monitor, paintings, baby buggy, tapestry, dolly, cross

PUBLIC NOTICE

PROHIBITING SOLID WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY CHAPTER 1 GENERALLY

PUBLIC NOTICES

WASTE DISPOSAL AND PROCESSING IN CERTAIN AREAS OF CALDWELL COUNTY CHAPTER 1 GENERALLY
Section 1.01. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Caldwell County, Texas, through the designation of areas in which the processing or disposal of solid waste is not prohibited and those areas in which such activities are prohibited.
Section 1.02. Authority. The Commissioners Court is authorized to enact this Ordinance by Chapter 363 and 364 of the Texas Health and Safety Code.
Section 1.03. Scope. The Caldwell County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities and the intent of this Ordinance is not to approve the siting of any specific solid waste facility within Caldwell County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in an area is appropriate, recommended, or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.61.
CHAPTER 2
DEFINITIONS
Section 2.01. Disposal. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on any land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.
Section 2.02. Industrial Solid Waste. "Industrial Solid Waste" means waste resulting from or

PUBLIC NOTICES

incidental to any process of industry or manufacturing, or mining or agricultural operations.
Section 2.03. Municipal Solid Waste. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other forms of solid waste other than industrial solid waste.
Section 2.04. Processing. "Processing" means activities including the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize such waste, or to recover energy or material from the waste, or render the waste safer to transport, store, or dispose of, or make it amenable for recovery, amenable for storage, or reduced in volume.
Section 2.05. Solid Waste. "Solid waste" means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.
Section 2.06. Solid Waste Facility. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing

PUBLIC NOTICE
A Public Hearing before the Construction Board of Appeals for the City of Lockhart will be held on **Thursday, October 5, 2023, at 9:00am** in the Glosserman Room of City Hall, 308 West San Antonio Street, Lockhart, Texas to determine if the below-listed property(s) are Unsafe Building(s) and/or a Public Nuisance according to Sec. 12-448 of the Code of Ordinances for the City of Lockhart. All interested parties

16. Discussion/Action to approve Resolution 02-2024, authorizing the filing of an application to the Texas Department of Transportation (TxDOT) State Infrastructure Bank (SIB) requesting a 20-year loan for road improvements; authorizing the County Judge to execute related documents; and ratifying previous action. **Speaker: Judge Haden/Will Conley; Backup: 21; Cost: \$2,106,617.50**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to ratify an application to the Texas Department of Transportation (TxDOT) State Infrastructure Bank (SIB) requesting a 20-year loan for road improvements.

1. **Costs:**

Actual Cost or Estimated Cost \$ 2,106,617.50

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Judge Haden		
(2)	Will Conley		
(3)			

3. **Backup Materials:** None To Be Distributed 21 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 10/04/2023



RESOLUTION 02-2024

AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK; AND AUTHORIZING THE COUNTY JUDGE TO ACT ON BEHALF OF THE COUNTY IN ALL MATTERS RELATING TO THE APPLICATION

WHEREAS, the State Infrastructure Bank (SIB), operated by the Texas Department of Transportation, is a revolving loan fund;

WHEREAS, Caldwell County (the "County") deems it proper and in the best interest of the County to apply for a loan from the SIB in an amount up to \$2,106,617.50 to be used for safety improvements on US-183 in Luling; and

WHEREAS, the County is qualified to apply for and obtain financial assistance from the SIB for this purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

- (1) The Court believes that it is in the best interest of the County to apply for a loan from the SIB in an amount up to \$2,106,617.50 to finance safety improvements on US-183 in Luling;
- (2) The Court hereby authorizes the County Judge to execute an application for financial assistance from the SIB and to submit the application, together with all required documentation, to the TxDOT for consideration;
- (3) The application to be submitted is attached to this Resolution as Exhibit 'A' and made a part hereof for all purposes; and
- (4) Action taken by the County Judge's actions relating to execution and submittal of Exhibit 'A' prior to October 10, 2023, are ratified by the Court.

RESOLVED this the 10th day of October, 2023.

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
Caldwell County Clerk

EXHIBIT 'A'

RESOLUTION 02-2024

**AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE
STATE INFRASTRUCTURE BANK; AND**

**AUTHORIZING THE COUNTY JUDGE TO ACT ON BEHALF OF THE COUNTY IN ALL MATTERS
RELATING TO THE APPLICATION**



STATE INFRASTRUCTURE BANK (SIB)
LOAN APPLICATION

SECTION I - Applicant Information

Applicant Name: Caldwell County
Application Type: SIB
Primary Contact: Hopkins Haden
Taxpayer FEIN: 74-6001631
Contact's Title: County Judge
Email Address: hoppy.haden@co.caldwell.tx.us
Street Address: 110 S Main
Phone Number: 512-398-1808
City: Lochart Zip: 78644
County: Caldwell
Council/Board Meeting Frequency: 2nd and 4th Tuesday monthly
Urbanized Area:
TxDOT District: Austin
TxDOT District Engineer: Tucker Ferguson
Phone Number: 512-832-7000
TxDOT District Contact Name: Diana Schulze
Phone Number: 512-308-4468

Financial Advisor Information, if applicable:

Name: Jennifer Ritter
Phone: 512-275-7304
Firm: Specialized Public Finance
Email: jennifer@spfmuni.com

Bond Counsel Information, if applicable:

Name: Stephanie Leibe
Phone: 512-536-2420
Firm: Norton Rose Fulbright
Email: stephanie.leibe@nortonrosefulbright.com

SECTION II - Financial Information

Requested amount of financial assistance (must be rounded to the nearest thousand):
\$2,106,617.50

Requested terms:

Years: 20
Deferment of first payment: [X] No [] Yes, number of years:
Preferred debt service payment date(s): [] Yes: 10/01/2024 [] No, start from disbursement
Disbursement Date(s): [X] As soon as possible [] Preferred date(s):

Breakdown of use of funds (must equal application amount):

Table with 2 columns: Use, Amount. Row 1: see attached estimate. Row 2: Total

Proposed pledge of source of repayment and priority claim to those sources (indicate if requesting subordinate and reason):
county I & S rate

List any other existing debt payable from the same revenue source (Please attach documentation.)
see attached

Current credit rating(s), if applicable:
AA

Provide the applicant's legal authority to incur the proposed debt and the borrower's proposed pledge of source of repayment:
CH 26 of Tax Code

SECTION III - Project Information

Brief Description of the Project:

left turn lane and additional safety improvements on hwy 183 see attached map

Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)
\$2,106,617.50

CSJ Number(s):

Is the project in the Statewide Transportation Improvement Program (STIP)?

If no, when will it be added or provide justification for not adding

Yes No

Is the project environmentally cleared?

Yes No Anticipated Clearance Date: _____

Functional Classification: 183 is a principal arterial

Is the requested financial assistance a local match? If yes, is it required or voluntary?

Yes: _____ No

Is the project joint bid?

Yes No

Describe need and anticipated public benefits of the project:

help with local safety concerns and with new state evacuation center

What type of construction contract will be used on the project (DB, DBB, etc.)?

Additional Information (Attach additional pages if needed):

SECTION IV - Required Documentation

Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.

Yes No

List of all other outstanding financial agreements with TX DOT, for example toll equity, SIB loans, pass-through tolls, etc. (Please attach documentation)

Please submit the following documents with your application, if applicable.

- Copy of Advanced Funding Agreement, Utility Relocation or other agreement with TxDOT, if applicable
- Bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- [Resolution](#) from governing board authorizing the application.
- [Financial feasibility study](#).
- 5 years of audited financial statements related to the source of repayment. (Can provide link if online)
- Copy of the most recent budget. (Can provide link if online)
- Preliminary design study which includes:
 - ◆ An initial route and potential alignments.
 - ◆ The project's logical termini and independent utility.
 - ◆ The location of all right-of-way, facilities and equipment required to make the project functional.
 - ◆ Revisions or changes to state highway system facilities necessitated by the project.
 - ◆ An Environmental Review of the project if available.
 - ◆ Legal or letter size map of the project.

All application information and materials can be submitted electronically to TexasSIB@txdot.gov or by mail to:

TxDOT Project Finance, Debt, and Strategic Contracts Division
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2483

Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.



Signature of authorized official

09/27/23

Date

Hoppy Haden

Printed Name

Caldwell County Judge

Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Item	Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION	1	LS	\$ 80,000.00	\$ 80,000.00
2	BONDS AND INSURANCE	1	LS	\$ 30,000.00	\$ 30,000.00
3	CONSTRUCTION SURVEYING	1	LS	\$ 20,000.00	\$ 20,000.00
4	SILT FENCE	900	LF	\$ 3.00	\$ 2,700.00
5	HYDRO-SEEDING	8,000	SY	\$ 2.50	\$ 20,000.00
6	ROCK FILTER DAM TYPE 1	100.0	LF	\$ 30.00	\$ 3,000.00
7	TRAFFIC CONTROLS	1	LS	\$ 100,000.00	\$ 100,000.00
8	EXCAVATION AND EMBANKMENT	3,000	CY	\$ 45.00	\$ 135,000.00
9	6-INCHES MOISTURE CONDITIONED SUBGRADE	6,260	SY	\$ 6.00	\$ 37,560.00
10	8-INCHES LIMESTONE BASE	6,260	SY	\$ 20.00	\$ 125,200.00
11	2-INCHES HMAC TYPE D	5,510	SY	\$ 19.00	\$ 104,690.00
12	8-INCH HMAC TYPE B	5,510	SY	\$ 58.00	\$ 319,580.00
13	1-INCH THIN OVERLAY MIX TREATMENT	26,200	SY	\$ 10.00	\$ 262,000.00
14	CONCRETE DRIVEWAYS	10,000	SF	\$ 12.00	\$ 120,000.00
15	4-INCH SINGLE WHITE SOLID LINE	9,000	LF	\$ 2.50	\$ 22,500.00
16	4-INCH SINGLE WHITE DASHED LINE	9,000	LF	\$ 2.00	\$ 18,000.00
17	4-INCH SINGLE YELLOW SOLID LINE	6,690	LF	\$ 2.50	\$ 16,725.00
18	4-INCH SINGLE YELLOW DASHED LINE	6,690	LF	\$ 2.00	\$ 13,380.00
19	4-INCH DOUBLE YELLOW SOLID LINE	23,450	LF	\$ 5.00	\$ 117,250.00
20	24-INCH SINGLE YELLOW SOLID LINE	390	LF	\$ 35.00	\$ 13,650.00
21	DIRECTIONAL ARROWS	26	EA	\$ 310.00	\$ 8,060.00
22	"ONLY" STENCIL AT RIGHT TURN LANE	1	EA	\$ 280.00	\$ 280.00
23	RIGHT TURN ONLY SIGN	1	EA	\$ 1,100.00	\$ 1,100.00
24	24-INCH RCP CL III STORM SEWER PIPE	212	LF	\$ 150.00	\$ 31,800.00
25	24- INCH 6:1 SLOPED CONCRETE HEADWALL	6	EA	\$ 3,000.00	\$ 18,000.00
SUB-TOTAL					\$ 1,620,475.00
CONTINGENCY		15	%	\$ 16,204.75	\$ 243,071.25
ENGINEERING & SURVEYING		15	%	\$ 16,204.75	\$ 243,071.25
TOTAL					\$ 2,106,617.50



TxDOT State Infrastructure Bank

Low cost transportation financing



SIB
Loans



- Revolving fund - All repayments go back into the SIB
- Non-federal dollars

151 Loans - Since inception (1997)

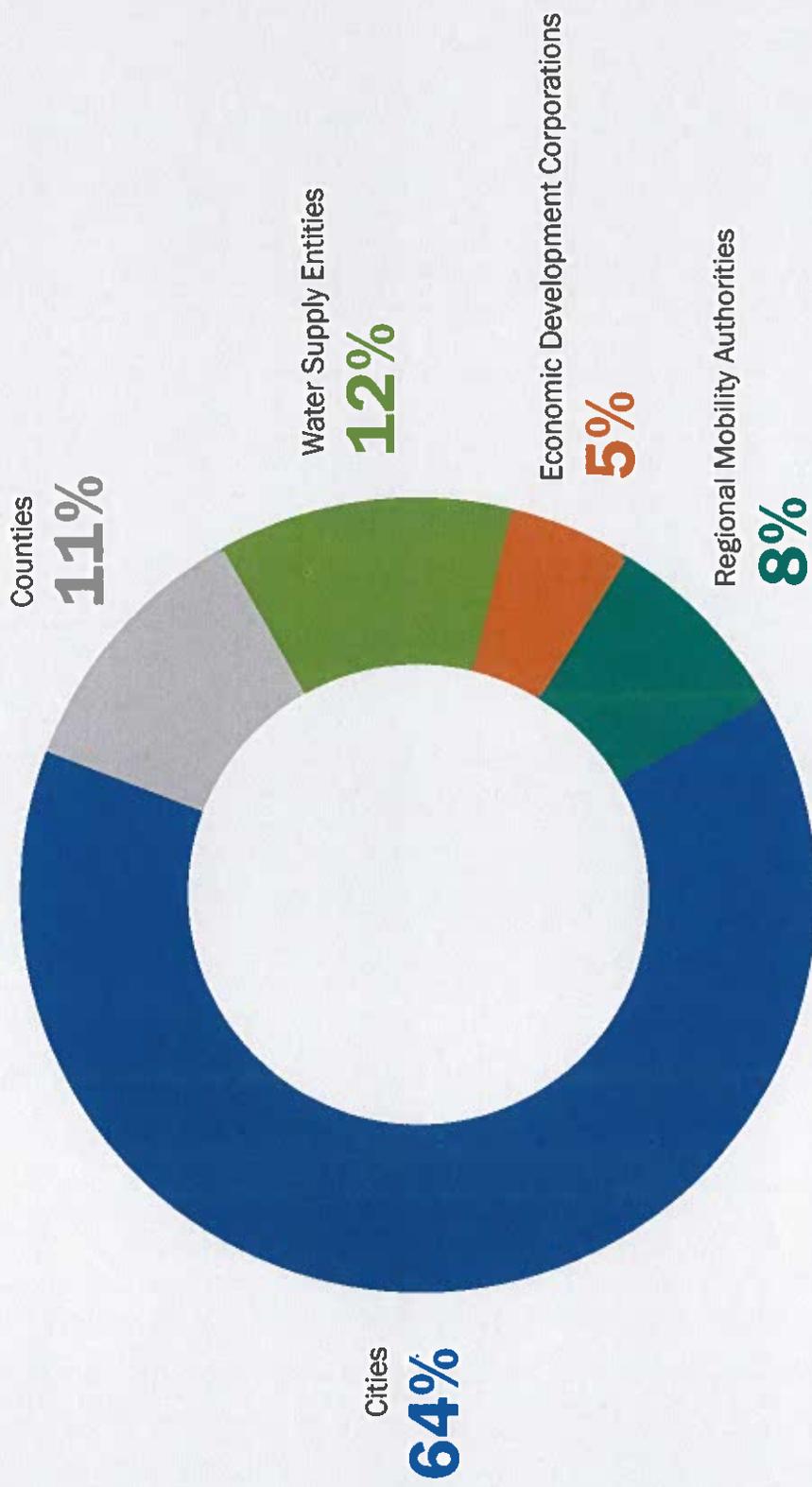
- Loans have ranged from \$10,000 to \$42m
- Median loan amount approximately \$1m

\$748 Million - In loans

\$485 Million - Repaid

\$8 Billion - In Texas transportation projects

SIB loans - borrower type

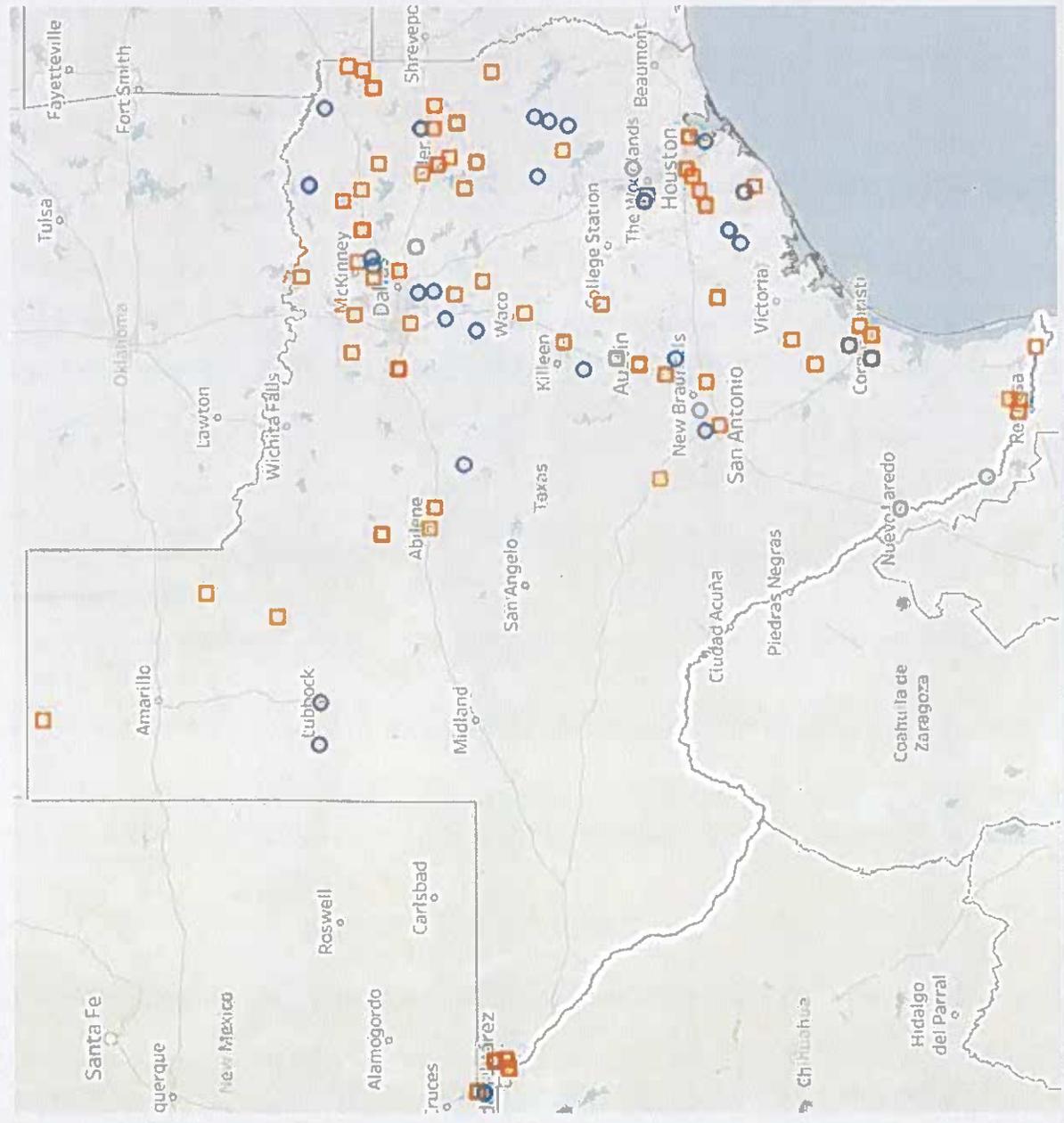


SIB loans around the state



Status

- Active (Blue circle)
- Paid Off (Orange square)



Eligibility



Eligible Borrowers

- Any public or private entity authorized to construct, maintain or finance an eligible transportation project.

Eligible Projects

- Eligible under federal highway programs.
 - Must be functionally classified above a rural minor collector.
- On or off-system roadways can be eligible.
- Generally, projects eligible under Title 23.

Eligible Uses Include*

Construction or reconstruction

Contingency

Right of way acquisition

Utility relocation

Local match or joint bid

Financial & Legal advisory fees

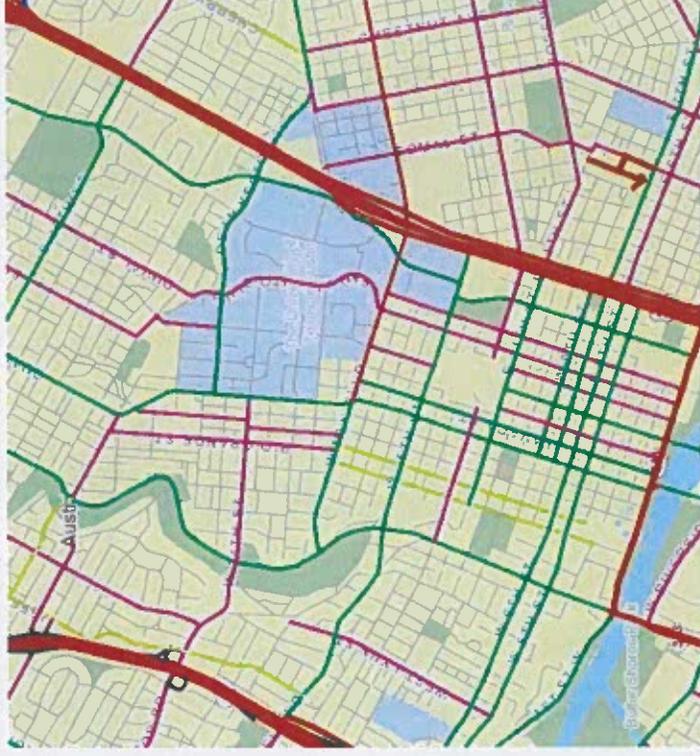
*Funds cannot be used to reimburse costs

Eligible Roadways



To check eligible roadways, please use the statewide planning map.

- Search or zoom into your area.
- Select the 'Functional Classification & Urban Areas' overlay on the left.
- The 'Legend' tab on the top left will indicate what each road is classified as.
- Roadways classified above a rural minor collector are eligible for SIB financing.
- If a road is not highlighted, it is a local road and not currently eligible.
- The 'Roadway Inventory-On-System Roadbeds' can be used to show which roads overlap as also being eligible and on the Texas Highway System.



LEGEND

Orange – On-System Roadways

Green – Minor Arterial (off-system)

Purple – Major Collector (off-system)

Yellow – Minor Collector (off-system)

Advantages of borrowing from the Texas SIB



Low Cost of Borrowing

- No fees for loan application, handling or closing
- Direct loan agreement

Repayment Terms

- Prepayments can be made at any time
- Flexibility in repayment
 - Principal and interest payment deferments available

Interest Rate

- Fixed rate set at the time of application
- Contact SIB staff to inquire about current rate

Economically Disadvantaged County (EDC)



Discount for an entity in an economically disadvantaged county
SIB interest rate is reduced in basis points by the amount of the
adjustment percentage.

Example - 50% EDC Adjustment

Example Interest Rate

3.50%

EDC Adjustment

(.50)

Final Rate

3.00%

TxDOT SIB process



2-4 months

Submit a **SIB Application and Resolution** to apply for loan



TxDOT Divisions will **review** applications



ENV approval, if required, must be obtained prior to final approval



Final TTC Approval



1-2 months

SIB loan agreement is **negotiated** (i.e. loan amortization schedule)



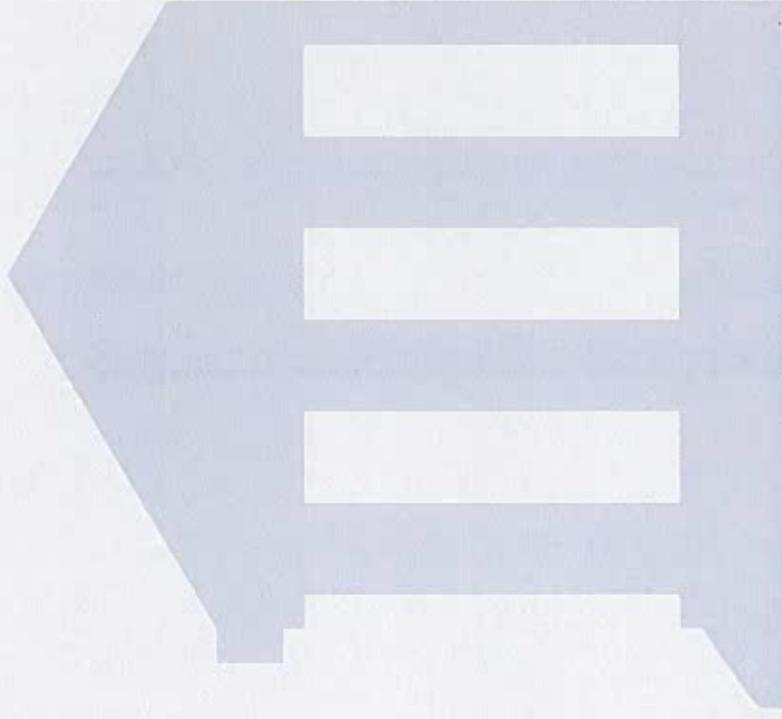
SIB loan agreement must be **approved by the local government**





Contact information:

Texas SIB
512-463-9958
TexasSIB@txdot.gov



TEXAS STATE INFRASTRUCTURE BANK (SIB) LOW-COST TRANSPORTATION FINANCING

The goal of the State Infrastructure Bank (SIB) program is to provide low cost and innovative financing methods to communities to assist them in meeting their infrastructure needs. The SIB program allows borrowers to access capital funds at or below market interest rates.

Fast facts about SIB loans



Typical
SIB Loan:
\$1-5 million



Projects leveraged
to complete:
\$8 billion



Average
term:
13 years



Loan term
range:
1 - 30 years

Project Eligibility

- Roadway projects (on or off-system) must be eligible for funding as a federal-aid highway under United States Code, Title 23. [Visit our website to see eligibility information for roadway projects.](#)
- Programs authorized under United States Code, Title 23 are generally eligible for SIB financing.

Typical costs that can be included in the loan amount*

- Estimated construction cost for new or reconstruction for eligible on or off-system roadways.
- Local match for eligible project.
- Right of way acquisition.
- Utility relocation.
- Contingency for potential rising costs.
- Engineering and design costs.
- Joint bid contribution.
- Financial and legal fees associated with the SIB loan application.

Additional benefits include

- Interest rate;
 - » Set at or below market interest rates.
 - » Based on term of the loan and credit rating of the borrower.
 - » Credit rating not required to borrow.
 - » Fixed rate set when the completed application is received.
 - » Entities in an economically disadvantaged county receive an interest rate discount.
- No fees for loan application or loan handling.
- Flexible loan terms, including payment deferrals and sculpted repayment schedules.
- Prepayment can be made without penalty.
- No minimum on loan amount.

Things to know about the process



Application to loan funding typically takes **four to six months**.



The Texas Transportation Commission approval is required on all loans.



*SIB funds can not be used to reimburse costs except for financial and legal costs incurred during the course of the SIB loan application and loan agreement.



Projects in a Clean Air Act non-attainment area must be consistent with the Statewide Transportation Improvement Plan, with the conforming plan and Transportation Improvement Program for the MPO, if applicable.



Information about the environmental requirements for SIB loans can be found on our website. SIB loans do not trigger additional requirements, but projects may.



For monetary contributions, the funds will be sent to the Borrower then provided to the TxDOT district by the Borrower to satisfy the Advance Funding Agreement.

Have questions?

☎ 512-463-9958

✉ TexasSIB@txdot.gov

🌐 TxDOT.gov (Keyword: SIB)





State Infrastructure Bank

Executive Director Guidelines

Executive Director Guidelines for the State Infrastructure Bank

I. Guidelines for Determination of Available SIB Funds

- A. Limit Per Project. The total for any one project should not exceed 10% of the SIB Program (outstanding loans and cash).
- B. Limit Per Borrower. The total to any one Borrower should not exceed 20% of the SIB Program (outstanding loans and cash).
- C. Limit for Project Revenue Loans. The total for all borrowers that is to be repaid by project revenues should not exceed 50% of the SIB Program (outstanding loans and cash).

II. Guidelines for First-Come, First-Served Applications

- A. A cash reserve of \$20 million should be maintained in the SIB for “first-come, first-served” applications of less than \$10 million to be used for local participation in a TxDOT project.
- B. SIB funds should not be reduced below the \$20 million cash reserve for a “program call” application.

III. Guidelines for Program Call Applications

- A. Application Deadlines for Program Call Applications. Application deadlines for “program call” application should be semi-annual or monthly, unless additional application deadlines are needed in the interim.
- B. Available Cash Balance for Program Call Applications. TxDOT may suspend a “program call” if the SIB’s projected available cash balance is below \$40 million.
- C. Limit on Loan Amount for Program Call Applications. Any application that must be considered for prioritization and preliminary approval will be limited to a loan amount that is 35% or less of the estimated total project cost.
- D. If the SIB available cash balance exceeds \$150 million, the limitation in Section III(C) will not be applicable to non-tolled projects.

IV. Guidelines for the Negotiation of Terms of Agreements.

A. Disbursement Schedule. The amount, type, and timing of disbursements of financial assistance should be in accordance with the schedule below:

- At least 1/3 disbursed within 1 year
- At least 2/3 disbursed within 2 years
- Fully disbursed within 3 years

Disbursements could occur later than the disbursement schedule only if the borrower can demonstrate that the delay is needed because of weather delays, disruptions in the financial markets, or other *force majeure* events impacting construction and the need for the financial assistance.

B. Subordinate Lien on Security. If the proposed collateral securing the financial assistance is a subordinate lien on revenues, then the amount of the SIB loan should not be greater than the amount of any senior lien bonds for the project with the same source of security.

C. Borrower's Certificate. As a requirement for closing a financial assistance transaction and for disbursement of SIB funds, the applicant should provide a certificate warranting that the proposed cash flow or revenues are eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place.

V. Guidelines for Refinancing.

A borrower may request to refinance their SIB loan with the following conditions:

- A. Borrower may refinance the SIB loan only one (1) time during the loan term.
- B. The loan term will not be extended.
- C. Borrower will pay a fee equal to .50% of the current outstanding loan balance
- D. Borrower may finance the fee required under Section V(C).
- E. Borrower should be in good standing with the State Infrastructure Bank.

To make a request to refinance their SIB loan, the Borrower must submit a letter on official letterhead to the Department making the request.

VI. Waiver of Executive Director Guidelines

F. The guidelines contained herein are subject to change and may be waived on a case by case basis at the discretion of the Executive Director.

17. Discussion/Action to accept ratification of budget amendment #01 to properly split the Senate Bill 22 stipend between the District Attorney's Office and Environmental Task Force in the amount of \$13,511.00. **Speaker: Judge Haden/Danie Teltow; Backup: 6; Cost: \$13,511.00**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to accept ratification of budget amendment #01 to properly split the Senate Bill 22 stipend between the District Attorney's Office and Environmental Task Force in the amount of \$13,511.00.

1. Costs:

Actual Cost or Estimated Cost \$ \$ 13,511.00

Is this cost included in the County Budget? YES

Is a Budget Amendment being proposed? YES

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Teltow	D.A. & Environ. Task Force	County Auditor
(2)	_____	_____	_____
(3)	_____	_____	_____

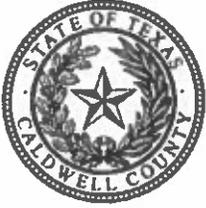
3. Backup Materials: None To Be Distributed _____ total # of backup pages
(including this page)

4. 

Signature of Court Member

09/22/2023

Date



Caldwell County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT33354 - 09.22.2023 DA and ETF SB 22 Stipend

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000768	Adopted Budget	09.22.2023 DA and ETF SB 22 Stipend	10/1/2023
Summary Description:			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>001-3200-1042</u>	Senate Bill 22 D.A.	09.22.2023 DA and ETF SB 22 Stipend	170,000.00	-13,511.00	156,489.00
October: -1,125.92	January: -1,125.92	April: -1,125.92	July: -1,125.92		
November: -1,125.92	February: -1,125.92	May: -1,125.92	August: -1,125.92		
December: -1,125.92	March: -1,125.92	June: -1,125.92	September: -1,125.88		
<u>001-3201-1042</u>	S.B. 22 Stipend	09.22.2023 DA and ETF SB 22 Stipend	0.00	13,511.00	13,511.00
October: 1,125.92	January: 1,125.92	April: 1,125.92	July: 1,125.92		
November: 1,125.92	February: 1,125.92	May: 1,125.92	August: 1,125.92		
December: 1,125.92	March: 1,125.92	June: 1,125.92	September: 1,125.88		

Budget Adjustment Register

Packet: GLPKT33354 - 09.22.2023 DA and ETF SB 22 Stipend

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
Adopted Budget	Adopted Budget	<u>001-3200-1042</u>	Senate Bill 22 D.A.	170,000.00	-13,511.00	156,489.00
		<u>001 3201 1042</u>	S B. 22 Stipend	0.00	13,511.00	13,511.00
			Adopted Budget Total:	170,000.00	0.00	170,000.00
			Grand Total:	170,000.00	0.00	170,000.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:Adopted Budget - Adopted Budget Fiscal: 2023-2024			
001	170,000.00	0.00	170,000.00
Budget Code Adopted Budget Total:	170,000.00	0.00	170,000.00
Grand Total:	170,000.00	0.00	170,000.00



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

EMPLOYEE SALARY AND GRANT PROPOSAL

SB22

EMPLOYEE	23 TOTAL	GRANT	TOTAL
Amanda Montgomery	103,948	16,052.50	120,000.50
Cassie Benoist	94,414	10,586	105,000
Elizabeth Schmidt	86,664	8,336	95,000
Cynthia Sexton	82,053	7,947	90,000
Chase Goetz	86,377	3,623	90,000
Alex Hellerstedt	80,986	14,014	95,000
Neil Kucera	98,006	1,994	98,006 100,000
New Attorney	82,500	5,500	88,000
Clint Wood	53,159	8,841	62,000
Albert Luna	70,297	1,703	72,000
Tony McCauley	59,482	2,518	62,000
James Gonzales	52,710	9,290	62,000
Cindy Gonzales	53,304	4,696	58,000

95,100

*Grant Revenue Fund 10
Expense Rev 1040*

**18. Discussion/Action request to approve 17
Blanket POs for FY 2023-2024. Speaker:
Judge Haden/Carolyn Caro; Backup: 18;
Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Request to approve 17 Blanket POs for FY 23-24.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? N/A

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Carolyn Caro</u>		<u>Purchasing Agent</u>
(2)	<u>Hoppy Haden</u>		<u>County Judge</u>
(3)			

3. **Backup Materials:** None To Be Distributed 18 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/03/2023
Date



REQUISITION

Requisition #: REQ02648

Date: 10/02/2023

Vendor #: FIRNET

ISSUED TO: FIRST NET BUILT WITH AT&T
PO BOX 6463
CAROL STREAM, IL 60197-6463

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 FirstNet Hot Spots		0.00 001-6510-4425	50,000.00

PO Description: Blanket PO FY 23-24 FirstNet

Detailed Description:

Authorized By: _____

SUBTOTAL:	50,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	50,000.00



REQUISITION

Requisition #: REQ02655

Date: 10/02/2023

Vendor #: SPEBUS

ISSUED TO: CHARTER COMMUNICATIONS HOLDING
P.O. BOX 60074
CITY OF INDUSTRY, CA 91716-0074

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 FY 23-24 Blanket PO		0.00 001-6510-4425	145,000.00

PO Description: Blanket PO FY 23-24 Spectrum

Detailed Description:

Authorized By: _____

SUBTOTAL:	145,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	145,000.00



REQUISITION

Requisition #: REQ02656

Date: 10/02/2023

Vendor #: TRAMED

ISSUED TO: TRAVIS COUNTY MEDICAL EXAMINER
PO BOX 1748
AUSTIN, TX 78767-

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Autopsy		0.00 001-6510-4123	70,000.00

PO Description: Blanket PO FY 23-24 Travis Co Medical
Detailed Description:

Authorized By: _____

SUBTOTAL:	70,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	70,000.00



REQUISITION

Requisition #: REQ02661

Date: 10/02/2023

Vendor #: ENTFMT

ISSUED TO: ENTERPRISE FM TRUST
PO BOX 800089
KANSAS CITY, MO 64180-0089

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Monthly Lease		0.00 001-6510-4851	853,568.00
2	0 Monthly Maintenance		0.00 001-6510-4841	20,000.00

PO Description: Blanket PO FY 23-24 Enterprise Lease

Detailed Description:

Authorized By: _____

SUBTOTAL:	873,568.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	873,568.00



REQUISITION

Requisition #: REQ02663

Date: 10/02/2023

Vendor #: BLULAY

ISSUED TO: LOCAL LINUX, INC
6119 79TH
LUBBOCK, TX 79424-

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Monthly Service		0.00 001-6610-4840	268,000.00
2	0 Datto Backup		0.00 001-6610-4185	46,296.00
3	0 Syncro		0.00 001-6610-4185	3,348.00

PO Description: Blanket PO FY 23-24 Blue Layer MSP

Detailed Description:

Authorized By: _____

SUBTOTAL:	317,644.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	317,644.00



REQUISITION

Requisition #: REQ02664

Date: 10/02/2023

Vendor #: TACRIS

ISSUED TO: TEXAS ASSOCIATION OF COUNTIES
Attn: RISK MANAGEMENT POOL
P.O. BOX 2426
San Antonio, TX 78298-9900

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Work Comp Quarterly		0.00 001-6510-2040	220,000.00

PO Description: Blanket PO FY 23-24 TAC Work Comp

Detailed Description:

Authorized By: _____

SUBTOTAL:	220,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	220,000.00



REQUISITION

Requisition #: REQ02641

Date: 10/02/2023

Vendor #: SETFAM

ISSUED TO: ASCENSION SETON
P. O. BOX 16144
BELFAST, ME 04915-4056

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Indigent Healthcare		0.00 001-7630-4155	320,000.00

PO Description: Blanket PO FY 23-24 Acension Seton

Detailed Description:

Authorized By: _____

SUBTOTAL:	320,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	320,000.00



REQUISITION

Requisition #: REQ02642

Date: 10/02/2023

Vendor #: AT0189

ISSUED TO: AT&T
P.O. BOX 5001
CAROL STREAM, IL 60197-5001

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ATT Fiber Line		0.00 001-6510-4425	100,000.00

PO Description: Blanket PO FY 23-24 AT&T Fiber Line

Detailed Description:

Authorized By: _____

SUBTOTAL:	100,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	100,000.00



REQUISITION

Requisition #: REQ02644

Date: 10/02/2023

Vendor #: CITLOC

ISSUED TO: CITY OF LOCKHART
P.O. BOX 239
LOCKHART, TX 78644

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Radio Maintenance		0.00 001-6510-4165	140,000.00

PO Description: Blanket PO FY 23-24 CITLOC Radio

Detailed Description:

Authorized By: _____

SUBTOTAL:	140,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	140,000.00



REQUISITION

Requisition #: REQ02645

Date: 10/02/2023

Vendor #: CITLOC

ISSUED TO: CITY OF LOCKHART
P.O. BOX 239
LOCKHART, TX 78644

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Animal Shelter Lease		0.00 001-7600-4114	250,000.00

PO Description: Blanket PO FY 23-24 CITLOC Animal Shelter

Detailed Description:

Authorized By: _____

SUBTOTAL:	250,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	250,000.00



REQUISITION

Requisition #: REQ02646

Date: 10/02/2023

Vendor #: CITLUL

ISSUED TO: CITY OF LULING EMS
509 E. CROCKETT
LULING, TX 78648

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Luling EMS		0.00 001-7620-4340	317,000.00

PO Description: Blanket PO FY 23-24 Luling EMS

Detailed Description:

Authorized By: _____

SUBTOTAL:	317,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	317,000.00



REQUISITION

Requisition #: REQ02629

Date: 10/02/2023

Vendor #: BRAMAT

ISSUED TO: BRAUNTEX MATERIALS, INC.
PO BOX 312622
NEW BRAUNFELS, TX 78131-2622

SHIP TO: Unit Road
Attn: Donald LeClerc
1700 FM 2720
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Blanket PO FY 23-24		0.00	002-1101-3143	600,000.00

PO Description: Blanket PO FY 23-24 Brauntex
Detailed Description:

Authorized By: _____

SUBTOTAL:	600,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	600,000.00



REQUISITION

Requisition #: REQ02630

Date: 10/02/2023

Vendor #: COLMAT

ISSUED TO: COLORADO MATERIALS, LTD.
PO BOX 2109
SAN MARCOS, TX 78667-2109

SHIP TO: Unit Road
Attn: Donald LeClerc
1700 FM 2720
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Blanket PO FY 23-24		0.00	002-1101-3153	600,000.00

PO Description: Blanket PO FY 23-24 Colorado Materials

Detailed Description:

Authorized By: _____

SUBTOTAL:	600,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	600,000.00



REQUISITION

Requisition #: REQ02631

Date: 10/02/2023

Vendor #: VULMAT

ISSUED TO: VULCAN MATERIAL COMPANY
PO BOX 385014
BIRMINGHAM, AL 35238-5014

SHIP TO: Unit Road
Attn: Donald LeClerc
1700 FM 2720
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Blanket PO FY 23-24		0.00 002-1101-4630	150,000.00

PO Description: Blanket PO FY 23-24 Vulcan Materials

Detailed Description:

Authorized By: _____

SUBTOTAL:	150,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	150,000.00



REQUISITION

Requisition #: REQ02633

Date: 10/02/2023

Vendor #: ERGASP

ISSUED TO: ERGON ASPHALT AND EMULSIONS, IN
DEPT #2135
P O BOX 11407
BIRMINGHAM, AL 35246-2135

SHIP TO: Unit Road
Attn: Donald LeClerc
1700 FM 2720
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Dust Control		0.00 002-1101-4620	120,000.00
2	0 Seal Coating		0.00 002-1101-4630	300,000.00
3	0 Paving		0.00 002-1101-3106	150,000.00

PO Description: Blanket PO FY 23-24 Ergon

Detailed Description:

Authorized By: _____

SUBTOTAL:	570,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	570,000.00



REQUISITION

Requisition #: REQ02634

Date: 10/02/2023

Vendor #: PETTRA

ISSUED TO: PETROLEUM TRADERS CORPORATION
P.O. Box 2357
FORT WAYNE, IN 46801-2357

SHIP TO: Unit Road
Attn: Donald LeClerc
1700 FM 2720
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Blanket PO FY 23-24		0.00 002-1101-3163	250,000.00

PO Description: Blanket PO FY 23-24 Petroleum Traders

Detailed Description:

Authorized By: _____

SUBTOTAL:	250,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	250,000.00



REQUISITION

Requisition #: REQ02671

Date: 10/04/2023

Vendor #: TACRIS

ISSUED TO: TEXAS ASSOCIATION OF COUNTIES
Attn: RISK MANAGEMENT POOL
P.O. BOX 2426
San Antonio, TX 78298-9900

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 County Liability FY 23-24		0.00	001-6510-4845	217,706.00

PO Description: Blanket PO FY 23-24 TAC Liability
Detailed Description:

Authorized By: _____

SUBTOTAL:	217,706.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	217,706.00

19. Discussion/Action to approve the appointment of David Childress to the ESD#2 Board. **Speaker: Commissioner Theriot; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to stephanie.mckee@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

To appoint David Childress to the Caldwell County ESD#2 Board

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	Commissioner Theriot		
(2)			
(3)			

3. Backup Materials: None To Be Distributed 2 total # of backup pages (including this page)

4. 
Signature of Court Member

9/28/2023
Date

Stephanie McKee

From: Ed Theriot
Sent: Monday, September 25, 2023 2:02 PM
To: Ezzy Chan; Stephanie McKee
Cc: Chase Goetz
Subject: FW: Board Member

Ezzy,

Please place an item on the next available agenda to appoint David Childress to the ESD#2 board.

Thank you,

Ed

From: Tony Collins <tony.collins@cwcesd2.org>
Sent: Monday, September 25, 2023 1:23 PM
To: Ed Theriot <ed.theriot@co.caldwell.tx.us>
Subject: Board Member

Please put Mr. David Childress on the agenda to approve him to serve on the ESD2 Board

Thank you



Tony Collins
President
Caldwell County ESD2
512-395-7184 Cell
512-357-0222 Ph
P.O. Box 216
9655 TX-142
Maxwell, Texas 78656
Tony.Collins@cwcesd2.org

IMPORTANT NOTICE: This e-mail message is intended to be received only by persons entitled to receive the confidential information it may contain. E-mail messages to individuals of Caldwell County ESD #2 may contain information that is confidential and legally privileged. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it to the sender and delete it completely from your computer system.

20. Discussion/Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Upper Pool Hollow Ranches located at FM 1854 and FM 672.

Speaker: Commissioner Thomas/Kasi

Miles; Backup: 14; Cost: None

**FINAL PLAT OF
UPPER POOL HOLLOW RANCHES
19.99 ACRES
OUT OF THE JOSEPH BURLESON LEAGUE, ABSTRACT NO. 3
CALDWELL COUNTY, TEXAS**

STATE OF TEXAS,
COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS, 2304 UPPER POOL HOLLOW RANCHES, LLC, BEING A 19.99 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON LEAGUE SURVEY, ABSTRACT NO. 3, SITUATED IN CALDWELL COUNTY, TEXAS, KNOWN AS 20.00 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2304 UPPER POOL HOLLOW RANCHES, LLC, AS RECORDED IN DOCUMENT NO. 2023-004244 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY SUBDIVIDE 19.99 ACRES OF LAND, TO BE KNOWN AS "UPPER POOL HOLLOW RANCHES" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS _____ DAY OF _____, 20____.

2304 UPPER POOL HOLLOW RANCHES, LLC,
100 E. WHITESTONE BLVD., STE 148., PMB 218
CEDAR PARK, TEXAS 78613

STATE OF TEXAS,
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS,
COUNTY OF GONZALES:

WE, SAGE CAPITAL BANK, LIEN HOLDER OF THE CERTAIN 19.99 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY SITUATED IN CALDWELL COUNTY, TEXAS, KNOWN AS 20.00 ACRES, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2304 UPPER POOL HOLLOW RANCHES, LLC, AS RECORDED IN DOCUMENT NO. 2023-004244 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS DO HEREBY SUBDIVIDE 19.99 ACRES OF LAND, TO BE KNOWN AS "UPPER POOL HOLLOW RANCHES" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS _____ DAY OF _____, 20____.

SAGE CAPITAL BANK
1606 N SARAH DEWITT DR.
GONZALES, TX 78629

STATE OF TEXAS,
COUNTY OF GONZALES:

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 THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PLAT NOTES:

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO: 48055C0150E DATED JUNE 19, 2012, A PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR REGULATORY FLOODPLAIN.
2. BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
3. THERE ARE NO NEW LINEAR FEET OF NEW ROAD.
4. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF CALDWELL COUNTY TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
5. NO LOTS ARE TO BE OCCUPIED UNTIL CONNECTED TO AN APPROVED ON-SITE SEWAGE FACILITY, WATER, ELECTRICITY, AND ROAD CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY.
6. DRAINAGE EASEMENTS: NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT FENCING THAT IS OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER. EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION, AT THAT OWNERS COST AND EXPENSE. RESPONSIBILITY FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HEREON IS LOT OWNER. BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF CALDWELL COUNTY. THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR, AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT, IN THE EVENT OF THE FAILURE OF LOT OWNER TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH, THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY.
7. FOR ANY LOT CONTAINING, OR WITHIN THREE HUNDRED (300') FEET OF A FLOODPLAIN, THE LOWEST FINISHED FLOOR OF ANY HABITABLE STRUCTURE BUILT ON THAT LOT SHALL BE AT LEAST TWO (2') FEET ABOVE THE "100-YEAR FLOODPLAIN" LEVEL AS DETERMINED BY A PROFESSIONAL ENGINEER OR AS SHOWN ON FEMA FIRM MAPS. ANY STRUCTURE BUILT WITHIN THIS ZONE SHALL HAVE AN ELEVATION CERTIFICATE PREPARED BY A PROFESSIONAL ENGINEER OR AN RPLS.
8. BEFORE DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION PERMITTING ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY AND/OR STATE HIGHWAY CAN BEGIN, A DRIVEWAY PERMIT MUST BE OBTAINED FROM THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT AND/OR TxDOT.
9. EACH LOT SHALL BE SUBJECT TO A 15' WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL PROPERTY LINES, AND A 30' BUILDING SETBACK ALONG ROADWAY.
10. UTILITY PROVIDERS:
WATER: WELLS
WASTEWATER: ON-SITE SEWAGE FACILITY
ELECTRICITY: BLUEBONNET ELECTRIC COOPERATIVE
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT CALDWELL COUNTY STANDARD.
12. ALL DRAINAGE EASEMENT ALONG THE PROPERTY LOT LINE SHOULD BE OPEN, UNOBSTRUCTED ACCESS.
13. THIS SUBDIVISION IS LOCATED WITHIN LOCKHART ISD.
14. THIS SUBDIVISION IS LOCATED WITHIN PRECINCT #4 OF CALDWELL COUNTY.

FIELD NOTES:

BEING A 19.99 ACRE TRACT OF LAND, SITUATED IN THE JOSEPH BURLESON SURVEY, ABSTRACT NO. 3, CALDWELL COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO L. CROTT, INC., AS RECORDED IN VOLUME 544, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.
BEGINNING AT A TxDOT MONUMENT FOUND, LYING IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET 672 (F.M. 672), A PUBLIC ROAD, FOR AN ANGLE CORNER OF THIS TRACT;
THENCE, NORTH 22°01'56" EAST, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST RIGHT-OF-WAY LINE OF F.M. 672, A DISTANCE OF 100.25 FEET, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF F.M. 672, FOR AN ANGLE CORNER OF THIS TRACT;
THENCE, NORTH 28°46'14" EAST, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST RIGHT-OF-WAY LINE OF F.M. 672, A DISTANCE OF 72.76 FEET, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF F.M. 672, COMMON WITH THE "SOUTHWEST" CORNER OF A 6.66 ACRE TRACT OF LAND CONVEYED BY DEED TO ARTHUR LEROY LOGAN, AS RECORDED IN VOLUME 508, PAGE 534 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE, NORTH 88°00'53" EAST, ALONG THE NORTH LINE OF THIS TRACT, COMMON WITH THE SOUTH LINE OF SAID LOGAN TRACT AND A 6.66 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO OSCAR DOMINGUEZ DOMINGUEZ AND EDWIGES AVILES GONZALEZ, AS RECORDED IN DOCUMENT NO. 2019-000749 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, A DISTANCE OF 1,285.98 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE WEST LINE OF A 23.465 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO CHARLES LEE, ET UX, AS RECORDED IN DOCUMENT NO. 2019-004010 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, MARKING A SOUTHEAST CORNER OF SAID DOMINGUEZ GONZALEZ TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;
CONTINUED ON NEXT COLUMN

HENCE, SOUTH 01°20'36" EAST, ALONG THE EAST LINE OF THIS TRACT, COMMON WITH THE WEST LINE OF SAID LEE TRACT, A DISTANCE OF 602.18 FEET, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID LEE TRACT, COMMON WITH A NORTHEAST CORNER OF A 51.10 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED TO ALEXANDER CATTLE COMPANY, LTD., AS RECORDED IN VOLUME 575, PAGE 832, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 88°01'54" WEST, ALONG THE SOUTH LINE OF THIS TRACT, COMMON WITH THE NORTH LINE OF SAID ALEXANDER CATTLE COMPANY, LTD., TRACT, A DISTANCE OF 1,612.90 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE EAST RIGHT-OF-WAY LINE OF F.M. 672, MARKING THE NORTHWEST CORNER OF SAID ALEXANDER CATTLE COMPANY, LTD., FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 27°45'00" EAST, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST RIGHT-OF-WAY LINE OF F.M. 672, A DISTANCE OF 515.43 FEET TO THE POINT OF BEGINNING, CONTAINING 19.99 ACRES OF LAND, MORE OR LESS.

ENGINEER:
STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD. FIRM REGISTRATION NO. F-3524
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TEXAS 78666
OFFICE: (512) 565-9040, EXT. 1

SURVEYOR:
STATE OF TEXAS
COUNTY OF BEXAR

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREIN.

GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELO SURVEYING, FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259
OFFICE (512) 635-4857

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES, R.S.
DIRECTOR OF SANITATION

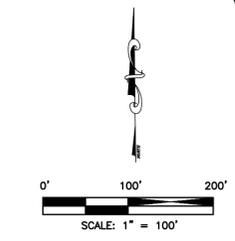
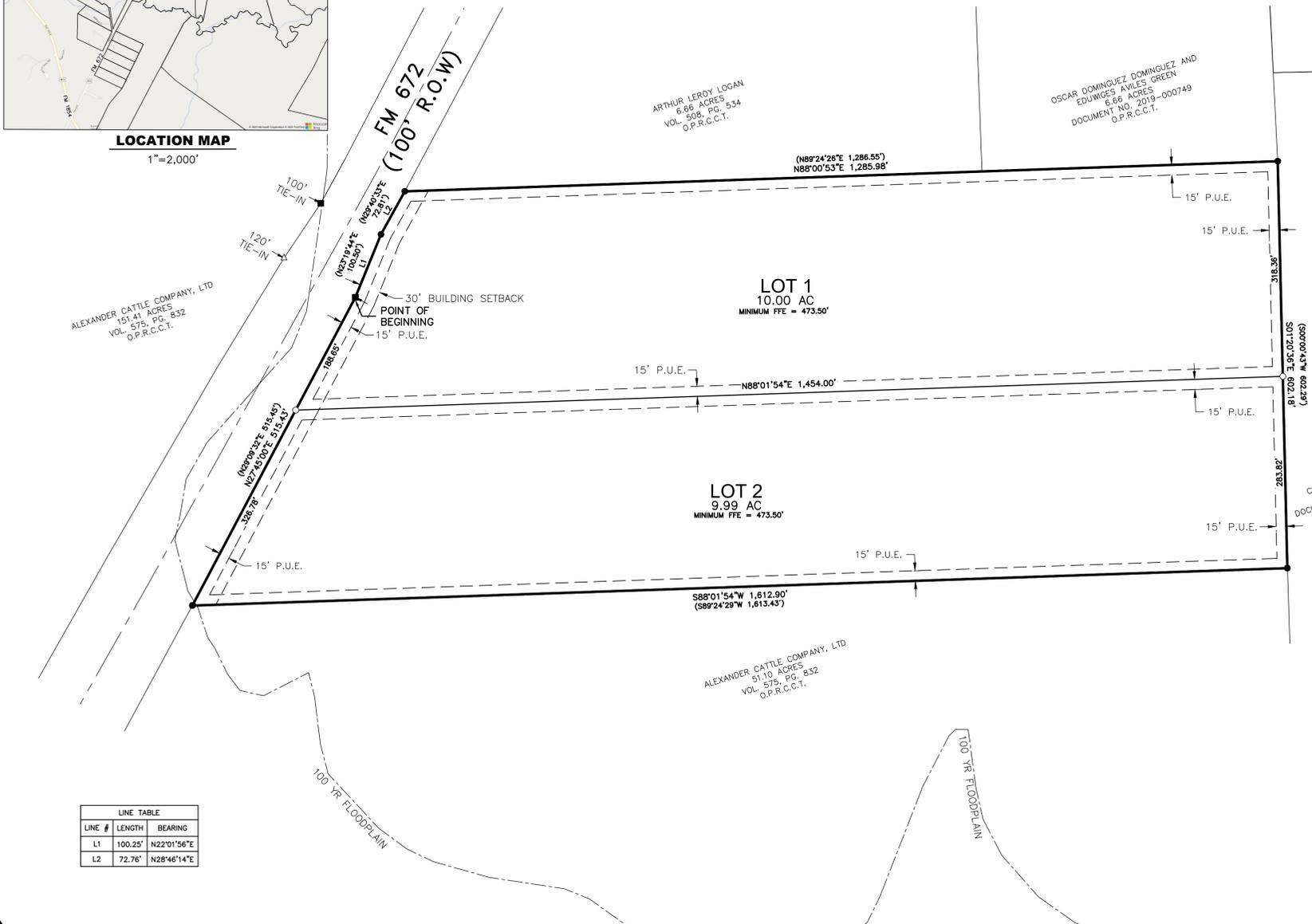
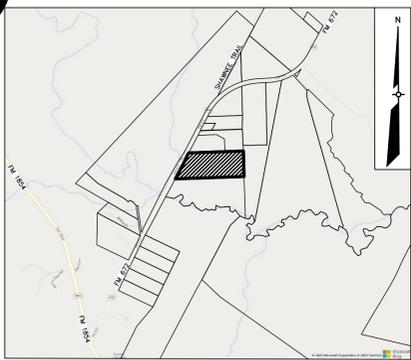
I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE _____ DAY OF _____, 20____, TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET _____ AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

**FINAL PLAT OF
UPPER POOL HOLLOW RANCHES
19.99 ACRES
OUT OF THE JOSEPH BURLESON LEAGUE, ABSTRACT NO. 3
CALDWELL COUNTY, TEXAS**



- LEGEND**
- DENOTES BENCHMARK
 - DENOTES 1/2" ST. SK. SET
 - DENOTES 1/2" ST. SK. FND.
 - △ DENOTES CALCULATED POINT
 - D.E. DRAINAGE EASEMENT
 - A.W.E. AQUA W.S.C. EASEMENT
 - O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
 - CONCRETE MONUMENT FND.
 - BOUNDARY LINE
 - PROPERTY LINE
 - B.S.L. LINE
 - - - UTILITY OR FLOODPLAIN EASEMENTS
 - - - 100 YEAR FLOODPLAIN
 - ORIGINAL DEED CALLS
- BLOCK**
A BLOCK NUMBER

NOTES

UNLESS SHOWN OTHERWISE HEREON, THE FOLLOWING BUILDING SETBACKS SHALL APPLY:
FRONT YARD - 30 FT.
SIDE YARD - 15 FT.
REAR YARD - 15 FT.

CHARLES LEE, ET UX
23.465 ACRES
DOCUMENT NO. 2019-004010
O.P.R.C.C.T.

LINE #	LENGTH	BEARING
L1	100.25'	N22°01'56"E
L2	72.76'	N28°46'14"E



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

Doucetengineers.com

September 21, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Upper Pool Hollow Ranches Short Form Plat
Project No. 1911-313-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Upper Pool Hollow Ranches Subdivision, a 2-lot subdivision of a +/-19.99-acres located at FM 1854 and FM 672 in Lockhart, Texas. The subdivision will be served by OSSF and water provided by Induvial Wells.

The 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.

Sage Capital Bank
Financial Wisdom. Texas Roots.
P.O. Box 1940
Gonzales, TX 78629
830-672-9585

88 1371/1149

CASHIER'S CHECK

DATE

Aug 11, 2023 26297

\$ *****950.00

PAY **NINE HUNDRED FIFTY AND NO/100 DOLLARS*******

Purchaser **2304 UPPER POOL HOLLOW RANCHES LLC**

*Void if over \$950.00

TO THE ORDER OF **CALDWELL COUNTY**
OF

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO: PLAT FM 672



CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
L KHART, TEXAS 78644
(512) 398-1803

9493

DATE **8-17-23**

RECEIVE FROM **2304 Upper Pool Hollow**
Nine hundred fifty dollars & no
FOR **SFP - Upper Hollow Ranches, LLC**

950.00
DOLLARS

AMOUNT OF ACCOUNT	
THIS PAYMENT	950.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY **Kari L Miles**
Thank You

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)

2304 UPPER POOL HOLLOW, LLC.
100 E. WHITESTONE BLVD
STE. 148, PMB 218
CEDAR PARK, TX 78613

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

HUGO ELIZONDO, JR., P.E., C.F.M.
CUATRO CONSULTANTS, LTD.
120 RIVERWALK DRIVE, STE. 208
SAN MARCOS, TX 78666
(512) 565-9040
hugo@cuatroconsultants.com

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

CHRIS ELIZONDO, S.I.T., E.I.T.
CUATRO CONSULTANTS, LTD.
120 RIVERWALK DRIVE, STE. 208
SAN MARCOS, TX 78666
(512) 810-8588
chris@cuatroconsultants.com

4. Consultants (*If applicable)

Licensed Professional Engineer*:

HUGO ELIZONDO, JR., P.E., C.F.M.
CUATRO CONSULTANTS, LTD.
120 RIVERWALK DRIVE, STE. 208
SAN MARCOS, TX 78666
(512) 565-9040
hugo@cuatroconsultants.com

Registered Professional Land Surveyor*:

GEORGE E. LUCAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO.
10193975
18018 OVERLOOK LOOP, STE 105
SAN ANTONIO, TX 78259
(512) 635-4857

Registered Sanitarian*:

KASI MILES, R.S.
DIRECTOR OF SANITATION
CALDWELL COUNTY
1700 FM 2720
LOCKHART, TX 78644
(512) 667-1680

Geoscientists*:

Application Questionnaire

Property Address (or approximate location)

FM 672 LOCKHART, TX 78644

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

JOSEPH BURLESON SURVEY A003, 19.99 ACRES

Parcel Tax ID Number

73780

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: _____

Anticipated wastewater system in the development

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

Project Description

TWO LOT RESIDENTIAL SUBDIVISION

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

UPPER POOL HOLLOW RANCHES

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

Total Acreage of Subject Property

19.99

Total Proposed Residential Lots

2

Total Proposed Commercial Lots

0

Type of Construction

RESIDENTIAL

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: SCOTT SENTENEY Phone Number: (417) 689-0707

Applicant Name: HUGO ELIZONDO, JR., P.E., C.F.M. Phone Number: (512) 565-9040

Owner Email: land@texlandhomes.com

Owner Signature: *Scott Sentaney*

2023-064244 MD Fee: 38.00
07/16/2023 10:02:17 AM Total Pages: 5
Tarrant County Clerk - Caldwell County, TX

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: July 6, 2023

Grantor: LYNDA K. CROFT, SOLE SUCCESSOR IN INTEREST
TOL. K. CROFT, INC., A TEXAS CORPORATION, NOW
DEFUNCT

Grantee: 2304 UPPER POOL HOLLOW RANCHES, LLC

Grantee's Mailing Address: 100 E. Whitestone Blvd. Ste. 148 #218
Cedar Park, TX 78613

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CASH and a note of even date executed by Grantee and payable to the order of SAGE CAPITAL BANK in the principal amount of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$337,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed by Grantor, which is hereby transferred to SAGE CAPITAL BANK and by a first-lien deed of trust of even date from Grantee to J. M. Rankin, III, Trustee.

Property (including any improvements):

FIELD NOTE DESCRIPTION FOR A 19.99 ACRE TRACT OF LAND, SITUATED IN CALDWELL COUNTY, TEXAS.

BEING A 19.99 ACRE TRACT OF LAND, SITUATED IN THE JOSEPH BURLESON SURVEY, ABSTRACT NO. 3, CALDWELL, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO L. K. CROFT, INC., AS RECORDED IN VOLUME 544, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

BEGINNING at a TXDOT monument found, lying in the east right-of-way line of Farm-to-Market 672 (F.M. 672), a public road, for an angle corner of this tract;

THENCE, North 21°58'35" East, along the west line of this tract, common with the east right-of-way line of F.M. 672, a distance of 100.59 feet, to a 1/2" iron rod set, marking an angle corner of F.M. 672, for an angle corner of this tract;

THENCE, North 28°52'44" East, along the west line of this tract, common with the east right-of-way line of F.M. 672, a distance of 72.44 feet, to a 1/2" iron rod found, marking an angle corner of F.M. 672, common with the southwest corner of a 6.66 acre tract of land conveyed by Deed to Arthur Leroy Logan, as recorded in Volume 508, Page 534 of the Official Public Records of Caldwell County, Texas, for the northwest corner of this tract;

THENCE, North 88°00'53" East, along the north line of this tract, common with the south line of said Logan tract and a 6.66 acre tract of land conveyed by General Warranty Deed to Oscar Dominguez Dominguez and Eduwiges Aviles Gonzalez, as recorded in Document No. 2019-000749 of the Official Public Records of Caldwell County, Texas, a distance of 1,285.98 feet, to a 1/2" iron rod found, lying in the west line of a 23.465 acre tract of land conveyed by Warranty Deed with Vendor's Lien to Charles Lee, et ux, as recorded in Document No. 2019-004010 of the Official Public Records of Caldwell County, Texas, marking a southeast corner of said DominguezGonzalez tract, for the northeast corner of this tract;

THENCE, South 01°20'36" East, along the east line of this tract, common with the west line of said Lee tract, a distance of 602.18 feet, to a 1/2" iron rod found, marking an angle corner of said Lee tract, common with a northeast corner of a 51.10 acre tract of land conveyed by Special Warranty Deed to Alexander Cattle Company, Ltd., as recorded in Volume 575, Page 832, of the Official Public Records of Caldwell County, Texas, for the southeast corner of this tract;

THENCE, South 88°01'54" West, along the south line of this tract, common with the north line of said Alexander Cattle Company, Ltd., tract, a distance of 1,612.90 feet, to a 1/2" iron rod found, lying in the east right-of-way line of F.M. 672, marking the northwest corner of said Alexander Cattle Company, Ltd., for the southwest corner of this tract;

THENCE, North 27°45'00" East, along the west line of this tract, common with the east right-of-way line of F.M. 672, a distance of 515.43 feet to the POINT OF BEGINNING, containing 19.99 acres of land, more or less.

Reservations from Conveyance:

SAVE AND EXCEPT, there is hereby reserved unto Grantor, her heirs and assigns, all of Grantor's interest in and to the oil, gas and related gaseous or liquefiable hydrocarbons, in, on, under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom. Executive rights as to the interest reserved in this paragraph are also reserved.

Exceptions to Conveyance and Warranty:

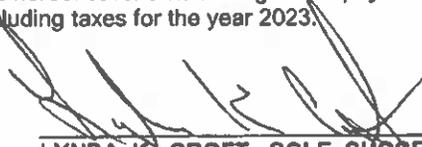
- 1) Easement from E. C. Alexander to State of Texas dated May 27, 1969, recorded in Volume 332, Page 26, Deed Records, Caldwell County, Texas.
- 2) Mineral and/or Royalty Reservation in Deed by A. E. Riddle, et al, to Melvin Riddle, et al, dated August 30, 1941, recorded in Volume 201, Page 352, Deed Records, Caldwell County, Texas.
- 3) Mineral and/or Royalty Reservation in Deed by Bert Dalton Alexander, Jr., et al, to L. K. Croft, Inc., a Texas corporation, dated July 25, 2008, recorded in Volume 544, Page 180, Real Property Records, Caldwell County, Texas.
- 4) Oil and Gas Lease, and all terms, conditions and stipulations therein wherein Lessor is W. H. Riddel and A. E. Riddle and Lessee is Gulf Production Company dated April 12, 1923, recorded in Volume 82, Page 239, Deed Records, 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.

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

Ad valorem taxes for the current year have been prorated as of the date of delivery of this deed, and the Grantee by acceptance hereof covenants and agrees to pay all ad valorem taxes upon the Property from and including taxes for the year 2023.

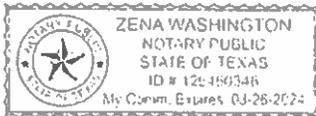


**LYNDA K. CROFT, SOLE SUCCESSOR IN
INTEREST TO L. K. CROFT, INC., A TEXAS
CORPORATION, NOW DEFUNCT**

STATE OF Texas

COUNTY OF Burleson

This instrument was acknowledged before me on the 6 day of July,
2023, by LYNDA K. CROFT, SOLE SUCCESSOR IN INTEREST TO L. K. CROFT, INC.,
A TEXAS CORPORATION, NOW DEFUNCT.



Zena Washington
NOTARY PUBLIC, State of Texas

RECORDING PAID FOR BY: UTC2315061CW
AFTER RECORDING RETURN TO:
UNIVERSITY TITLE COMPANY
1021 University Drive East
College Station, Texas 77840

PREPARED IN THE LAW OFFICE OF:
HOELSCHER, LIPSEY, ELMORE POOLE & TURNBILL, P.C.
1021 University Drive East
College Station, Texas 77840
BRLAUTCDOCS2023/CROFT-2304 UPPER POOL HOLLOW-231506CW

WARRANTY DEED WITH VENDOR'S LIEN

LYNDA K. CROFT, SOLE SUCCESSOR IN INTEREST TO L. K. CROFT, INC., A TEXAS CORPORATION, NOW DEFUNCT
to 2304 UPPER POOL HOLLOW RANCHES, LLC

Warranty Deed with Vendor's Lien

Page 4 of 4

FILED AND RECORDED

Instrument Number: 2023-004244 WARRANTY DEED

Filing and Recording Date: 07/10/2023 10:02:17 AM Pages: 5 Recording Fee: \$38.00

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.



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.

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P O Box 900
Lockhart, TX 78644

Property Information

Property ID: 73780 Geo ID: 0100003-001-100-00
Legal Acres: 20.0000
Legal Desc: A003 BURLESON, JOSEPH SR., ACRES 20.
Situe: FM 672 LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 151514 100.00%
L K CROFT INC
PO BOX 1565
JOSHUA, TX 76058-1565

For Entities

Value Information

Caldwell County Improvement HS: 0
Farm to Market Road Improvement NHS: 0
FLORES FELICIANO ESTATE Land HS: 0
Lockhart ISD Land NHS: 0
Productivity Market: 327,970
Productivity Use: 1,460
Assessed Value 1,460

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date 08/11/2023

Total Due if paid by: 08/31/2023

0.00



Tax Certificate Issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Lockhart ISD	16.24	
Farm to Market Road	0.00	
Caldwell County	8.08	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 08/11/2023
Requested By: SENTENEY SCOTT
Fee Amount: 10.00
Reference #:

Wick Schneider
Signature of Authorized Officer of Collecting Office

21. Discussion/Action to consider approval of the Preliminary Plat for Casa Subdivision consisting of 14 residential lots on approximately 17.283 acres located on FM 1854. **Speaker: Commissioner Thomas/Kasi Miles; Backup:19; Cost: None**



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

Doucetengineers.com

September 21, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Casa Subdivision Preliminary Plat
Project No. 1911-304-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Casa Subdivision, a 14-lot subdivision of +/- 17.283-acres located at 10208 FM 1854 Dale, Texas 78616. The subdivision will be served by OSSF and water provided by Polonia Water Supply Corporation.

The preliminary 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.

STATE OF TEXAS }
COUNTY OF CALDWELL }
KNOW ALL MEN BY THESE PRESENTS: THAT WE, ROMIT AGGARWAL, AND MONIKA GUPTA BEING THE OWNERS OF 17.283 ACRES OF LAND IN THE PABLO MARTINEZ SURVEY, ABSTRACT 181, BEING ALL OF THAT 17.285 ACRES OF LAND AS DESCRIBED TO SAMUEL SAPONARI IN THAT CERTAIN GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 2014-004072, OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID ACREAGE IN ACCORDANCE WITH THE PLAT SHOWN HEREON. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

CASA SUBDIVISION

ROMIT AGGARWAL
10208 FM 1854
DALE, TEXAS, 78616

MONIKA GUPTA
10208 FM 1854
DALE, TEXAS, 78616

STATE OF TEXAS }
COUNTY OF CALDWELL }
BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROMIT AGGARWAL AND MONIKA GUPTA, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2023, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS }
COUNTY OF CALDWELL }
I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, HAS BEEN PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THIS ____ DAY OF _____, TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

STATE OF TEXAS }
COUNTY OF CALDWELL }

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH THE CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 2023, AT ____ O' CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 2023, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET ____ AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES
1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES
CALDWELL COUNTY, DIRECTOR OF SANITATION

STATE OF TEXAS }
COUNTY OF CALDWELL }
I, AHMED EL SEWEIFY, P.E., DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT SATISFIES THE ENGINEERING REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF CALDWELL COUNTY, TEXAS.

AHMED EL SEWEIFY, P.E. DATE

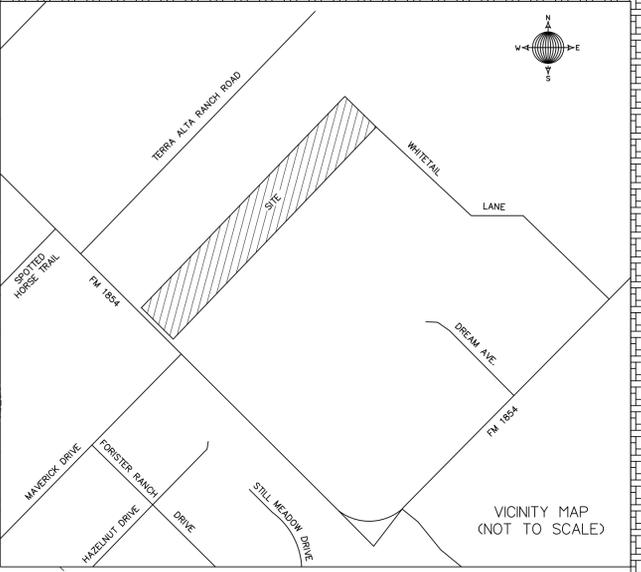
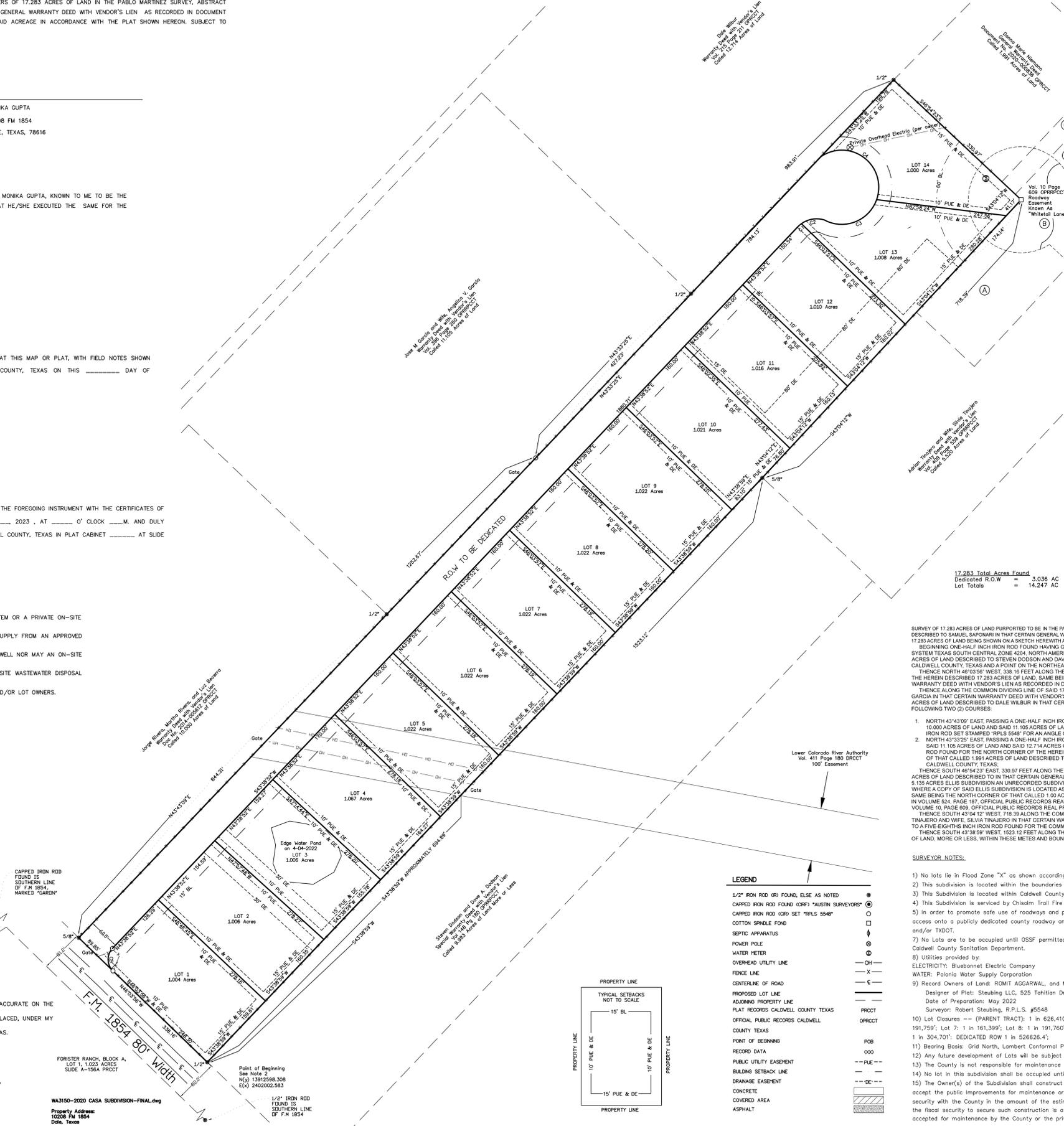
STATE OF TEXAS }
COUNTY OF CALDWELL }
I, ROBERT STEUBING, R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF CALDWELL COUNTY, TEXAS.

ROBERT C. STEUBING DATE
STEUBING, LLC
525 TAHITIAN DRIVE BASTROP, TEXAS
(512) 585-1388
ENGINEERING AND SURVEYING FIRM# 10194596



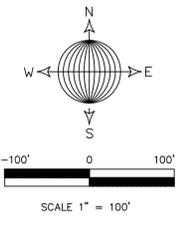
WA3150-2020 CASA SUBDIVISION-FINAL.dwg
Property Address:
10208 FM 1854
Dale, Texas

CASA SUBDIVISION



DEED LEGEND

- (A) Jesus Liscano and Rosalva Liscano General Warranty Deed with Vendor's Lien Vol. 524 Page 167 OPRR/PCCT Called 1.00 Acres of Land More or Less
- (B) Vol. 10 Page 609 OPRR/PCCT Roadway Easement Known As "Whitetail Lane"
- (C) Theresa Sanchez General Warranty G/W Deed Vol. 484 Page 539 OPRR/PCCT Called 5.148 Acres of Land Less 1.991 Acres of Land
- (D) Jessie and Stella Villarreal Lot 2, 5.135 Acres Ellis Subdivision Unrecorded Plat Location Caldwell County Appraisal District Office Provided by Matthew Allen
- (E) Edoia James and Maria DeLourdes Velazquez Correction Special Warranty Deed Volume 518 Page 33 OPRR/PCCT Called 13.90 Acres of Land



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	10°54'28"	9.52'	50.00'	N49°06'06"E	9.50'
C2	52°03'15"	45.43'	50.00'	N80°34'38"E	43.88'
C3	88°52'34"	120.76'	70.00'	N85°15'42"E	108.13'
C4	143°54'49"	175.82'	70.00'	N52°27'02"W	133.12'
C5	89°42'48"	46.87'	30.00'	N 11°32' W	42.32'

17.283 Total Acres Found
Dedicated R.O.W. = 3.036 AC
Lot Totals = 14.247 AC

LEGAL DESCRIPTION

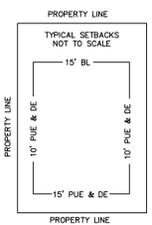
SURVEY OF 17.283 ACRES OF LAND PURPORTED TO BE IN THE PABLO MARTINEZ SURVEY ABSTRACT 181, CALDWELL COUNTY, TEXAS, THE HEREIN DESCRIBED 17.283 ACRES OF LAND BEING ALL THAT CALLED 17.285 ACRES OF LAND DESCRIBED TO SAMUEL SAPONARI IN THAT CERTAIN GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT 2014-004072, OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS, THE HEREIN DESCRIBED 17.283 ACRES OF LAND BEING SHOWN ON A SKETCH HEREWITH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING ONE-HALF INCH IRON ROD FOUND HAVING GRID COORDINATES IN UNITED STATES SURVEY FEET OF N(1) 13912568.308, EX(1) 2402002.583, A PART OF THE UNITED STATES STATE PLANE COORDINATE SYSTEM TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM 1983, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED 17.283 ACRES OF LAND, SAME BEING THE WEST CORNER OF THAT CALLED 9.983 ACRES OF LAND DESCRIBED TO STEVEN GOODSON AND DAVID A. GOODSON IN THAT CERTAIN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN IN VOLUME 148, PAGE 190, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS AND A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF FARM TO MARKET NUMBER 1185.
THENCE NORTH 40°35'56" WEST, 338.16 FEET ALONG THE COMMON DIVIDING LINE OF SAID 17.285 ACRES OF LAND AND SAID HIGHWAY TO A FIVE-EIGHTHS INCH IRON ROD FOUND FOR THE WEST CORNER OF THE HEREIN DESCRIBED 17.283 ACRES OF LAND, SAME BEING THE SOUTH CORNER OF THAT CALLED 10.000 ACRES OF LAND DESCRIBED TO JORGE RIVERA, MARTHA RIVERA AND LUZ BECERRA IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT 2014-005612, OFFICIAL RECORDS CALDWELL COUNTY, TEXAS AND A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF SAID HIGHWAY;
THENCE ALONG THE COMMON DIVIDING LINE OF SAID 17.285 ACRES OF LAND, THE SAID 10.000 ACRES OF LAND, THAT CALLED 11.105 ACRES OF LAND DESCRIBED TO JOSE M. GARCIA AND WIFE, ANGELICA V. GARCIA IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 396, PAGE 280, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS AND THAT CALLED 12.714 ACRES OF LAND DESCRIBED TO DALE WILBUR IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 215, PAGE 211, OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS, THE FOLLOWING TWO (2) COURSES:
1. NORTH 43°43'00" EAST, PASSING A ONE-HALF INCH IRON ROD FOUND AT A PERPENDICULAR DISTANCE 844.31 FEET AND 0.22 FEET TO THE LEFT OF THIS COURSE FOR THE COMMON EAST CORNER OF SAID 10.000 ACRES OF LAND AND SAID 11.105 ACRES OF LAND, CONTINUING ON SAME COURSE AN ADDITIONAL DISTANCE OF 408.36 FEET FOR A TOTAL DISTANCE OF 1252.67 FEET TO A ONE-HALF INCH CAPPED IRON ROD SET STAMPED "RPLS 5548" FOR AN ANGLE CORNER IN THE COMMON DIVIDING LINE OF SAID 11.105 ACRES OF LAND AND THE HEREIN DESCRIBED 17.283 ACRES OF LAND.
2. NORTH 43°33'25" EAST, PASSING A ONE-HALF INCH IRON ROD FOUND AT A PERPENDICULAR DISTANCE OF 227.23 FEET AND 0.18 FEET TO THE LEFT OF THIS COURSE FOR THE COMMON EAST CORNER OF SAID 11.105 ACRES OF LAND AND SAID 12.714 ACRES OF LAND, CONTINUING ON SAME COURSE AN ADDITIONAL DISTANCE OF 556.68 FEET FOR A TOTAL DISTANCE OF 983.91 FEET TO A ONE-HALF INCH IRON ROD FOUND FOR THE NORTH CORNER OF THE HEREIN DESCRIBED 17.283 ACRES OF LAND, SAME BEING A POINT ON THE SOUTHWEST LINE OF SAID 12.714 ACRES OF LAND, SAME BEING THE WEST CORNER OF THAT CALLED 1.991 ACRES OF LAND DESCRIBED TO DONNA MARIE NIEMANN IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN DOCUMENT 2002-0085, OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS.
THENCE SOUTH 48°54'23" EAST, 338.97 FEET ALONG THE COMMON DIVIDING LINE OF SAID 17.285 ACRES OF LAND, SAID 1.991 ACRES OF LAND, THAT CALLED 5.148 ACRES OF LAND, LESS AND EXCEPT, 1.991 ACRES OF LAND DESCRIBED TO IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN VOLUME 464, PAGE 639, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS AND LOT 2, 5.135 ACRES ELLIS SUBDIVISION AN UNRECORDED SUBDIVISION, THE LOT 2, APPEARING UNDER THE NAME OF JESSIE AND STELLA VILLARREAL ACCORDING TO THE CALDWELL COUNTY APPRAISAL DISTRICT WHERE A COPY OF SAID ELLIS SUBDIVISION IS LOCATED AS PROVIDE TO ME BY MATHEW ALLEN TO A COTTON GIN SPINDLE FOUND FOR THE EAST CORNER OF THE HEREIN DESCRIBED 17.283 ACRES OF LAND, SAME BEING THE NORTH CORNER OF THAT CALLED 1.00 ACRES OF LAND DESCRIBED TO JESUS LISCANO AND ROSALVA LISCANO IN THAT CERTAIN GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 524, PAGE 167, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS AND THE RADII OF A HUNDRED-FOOT CUL-DE-SAC KNOWN LOCALLY AS WHITETAIL LANE AS DESCRIBED IN VOLUME 10, PAGE 609, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS AND A POINT ON THE SOUTHWEST LINE OF SAID LOT 2;
THENCE SOUTH 43°04'12" WEST, 718.39 ALONG THE COMMON DIVIDING LINE OF SAID 17.285 ACRES OF LAND, THE SAID 1.00 ACRES OF LAND AND THAT CALLED 5.520 ACRES OF LAND DESCRIBED TO ADRIAN TALAIEDO AND WIFE, SILVIA TALAIEDO IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 409, PAGE 559, OFFICIAL PUBLIC RECORDS REAL PROPERTY CALDWELL COUNTY, TEXAS, TO A FIVE-EIGHTHS INCH IRON ROD FOUND FOR THE COMMON WEST CORNER OF SAID 5.520 ACRES OF LAND AND SAID DONN 9.983 ACRES OF LAND AND AN ANGLE CORNER OF SAID 17.283 ACRES OF LAND, THENCE SOUTH 43°38'59" WEST, 1523.12 FEET ALONG THE COMMON DIVIDING LINE OF SAID 17.285 ACRES OF LAND AND SAID 9.983 ACRES OF LAND TO THE POINT OF BEGINNING AND CONTAINING 17.283 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

SURVEYOR NOTES:

- 1) No lots lie in Flood Zone "X" as shown according to FEMA Panel #48055C0125E & #48055C0025E effected June 19, 2012, COMMUNITY # 480094
- 2) This subdivision is located within the boundaries of the Lockhart Independent School District.
- 3) This Subdivision is located within Caldwell County Precinct #4.
- 4) This Subdivision is serviced by Chisalm Trail Fire and Rescue.
- 5) In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway and/or State highway unless a DRIVEWAY PERMIT has been issued by the appropriate County Road and Bridge Department and/or TxDOT.
- 6) No Lots are to be occupied until OSSF permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved by Caldwell County Sanitation Department.
- 7) UTILITIES provided by:
ELECTRICITY: Bluebonnet Electric Company
WATER: Polonia Water Supply Corporation
- 8) Record Owners of Land: ROMIT AGGARWAL, AND MONIKA GUPTA
Designer of Plat: Steubing LLC, 525 Tahitian Drive, Bastrop, Texas, (512)567-9256
Date of Preparation: May 2022
Surveyor: Robert Steubing, R.P.L.S., #5548
- 9) Lot Closures -- (PARENT TRACT): 1 in 626,610; Lot 1: 1 in 795,995; Lot 2: 1 in 936,895; Lot 3: 1 in 228,065; Lot 4: 1 in 170,616; Lot 5: 1 in 161,395; Lot 6: 1 in 191,759; Lot 7: 1 in 161,395; Lot 8: 1 in 191,760; Lot 9: 1 in 161,402; Lot 10: 1 in 318,321; Lot 11: 1 in 136,603; Lot 12: 1 in 197,671; Lot 13: 1 in 795,890; Lot 14: 1 in 304,701; DEDICATED ROW 1 in 526,626.4';
- 10) Bearing Basis: Grid North, Lambert Conformal Projection, United States State Plane Coordinate System, Texas South Central Zone, 4204, NAD 83
- 11) Any future development of Lots will be subject to Caldwell County's Development Ordinance in effect at the time of development.
- 12) The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court.
- 13) No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well.
- 14) The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the IMPROVEMENT) to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s) obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards

LEGEND

- 1/2" IRON ROD (R) FOUND, ELSE AS NOTED
- CAPPED IRON ROD FOUND (CRF) "AUSTIN SURVEYORS"
- CAPPED IRON ROD (CR) SET "RPLS 5548"
- COTTON SPINDLE FOUND
- SEPTIC APPARATUS
- POWER POLE
- WATER METER
- UTILITIES provided by:
- OVERHEAD UTILITY LINE
- FENCE LINE
- CENTERLINE OF ROAD
- PROPOSED LOT LINE
- ADJOINING PROPERTY LINE
- PLAT RECORDS CALDWELL COUNTY TEXAS
- OFFICIAL PUBLIC RECORDS CALDWELL COUNTY TEXAS
- POINT OF BEGINNING
- RECORD DATA
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT
- CONCRETE
- COVERED AREA
- ASPHALT



CASHIER'S CHECK



9209222609

26-3

Date

09/25/2023

Void after 7 years

440

Remitter: ROMIT AGGARWAL/MONIKA GUPTA

Pay To The Order Of: CALDWELL COUNTY

Pay: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 00 CENTS

\$** 2,850.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus OH

Do not write outside this box

Memo: CASA SUBDIVISION
Note: For information only. Comment has no effect on bank's payment



CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

9585

DATE 9-27-23

RECEIVED FROM Romit Aggarwal

\$ 2,850.00

FOR Pre plat fees - Casa Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	2,850.00
BALANCE DUE	\$

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles
Thank You

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)

Romit Aggarwal
10104 Tularosa Pass, Austin Texas 78726
(512)947-7597
Romitaggarwal0@gmail.com

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

AES Engineering Consultant
Ahmed El Seweify
2514 Preserve Trail, Cedar Park Texas (512)785-9034
aelseweify@aesengineeringservices.com

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

AES Engineering Consultant
Ahmed El Seweify
2514 Preserve Trail, Cedar Park Texas (512)785-9034
aelseweify@aesengineeringservices.com

4. Consultants (*If applicable)

Licensed Professional Engineer*:

AES Engineering Consultant
Ahmed El Seweify
2514 Preserve Trail, Cedar Park Texas (512)785-9034
aelseweify@aesengineeringservices.com

Registered Professional Land Surveyor*:

Steubing, LLC
Robert Steubing
525 Tahitian Drive bastrop Texas
(512)585-1388

Registered Sanitarian*:

Daniel Balboa
P.O. Box 574
Buda, Texas 78610
512.899.2757

Geoscientists*:

Application Questionnaire

Property Address (or approximate location)

10208 FM 1854 Dale Texas 78616

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

A181 MARTINEZ, PABLO, ACRES 17.285, ELLIS SUB LOT 15,

Parcel Tax ID Number

11557

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: Aqua Water Supply Corporation

Anticipated wastewater system in the development

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

Project Description

Subdividing to 14 lots, constructing a road and two detention ponds

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision

Casa Subdivision

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

Total Acreage of Subject Property

17.238

Total Proposed Residential Lots

14

Total Proposed Commercial Lots

0

Type of Construction

Subdivision

Has Appropriate Application Checklist been attached?

Yes

No

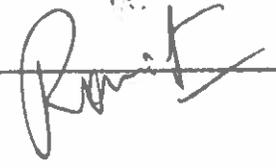
Owner's Certification

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: Ramit Agarwal Phone Number: 512 947-7597

Applicant Name: Alvin El-Sayid Phone Number: 512 785-9034

Owner Email: ramitagarwal@gmail.com

Owner Signature: 



March 16, 2023

Ms. Patricia Hernandez
Development Services Manager
Aqua Water Supply Corporation
Post Office Drawer "P"
Bastrop, Texas 78602

Re: Request for Water Feasibility Study
Casa Subdivision

Dear Ms. Hernandez:

Per your email on September 22, 2022, we have conducted an engineering review and feasibility study of the applicable sector of the Aqua WSC system to determine if sufficient facilities and capacity exist to appropriately serve the referenced proposed development without adversely impacting Aqua's system or if additional infrastructure improvements are required. The review/study is based on a simulated hydraulic analysis with parameters in compliance with TCEQ rules and regulations and AWWA standards. It also addresses city limits, ETJs, CCN, endangered species habitat, 100-year flood plain, etc., as per Aqua WSC's policies.

The property consists of 17.285 acres located at 10208 FM 1854 in Dale, Texas in northern Caldwell County. Caldwell County Central Appraisal District refers to the property as Parcel ID 11557 owned by Aggarwal Romit & Gupta Monika. The property does not appear to be within a defined extraterritorial jurisdiction (ETJ) or City Limits. The property is completely within the Aqua WSC certificated service area as per CCN No. 10294 on file with Public Utility Commission of Texas.

FEMA Flood Insurance Rate Map # 48055C0025E, dated June 19, 2012, depicts no portion of the property to be in a special flood hazard area. Therefore, Aqua would not be in violation of federal funding restrictions regarding 100-year flood plain.

The property does not fall within the limits of a defined habitat of an endangered species known to exist in Caldwell County or Aqua's service area, specifically that of the Houston Toad, according to U.S. Fish and Wildlife Service publications and Lost Pines Habitat Conservation Plan. Therefore, Aqua will not be in violation of federal funding guidelines regarding an endangered species.

The feasibility request indicates that the property will be developed into 14 residential lots. Demand is calculated as 13 Living Unit Equivalents (LUEs), assuming 1 LUE per additional meter. No request has been made for fire flow.

ADDRESS
1970 S AUSTIN AVENUE | GEORGETOWN, TX 78626

PHONE
512 930 9412

FAX
512 930 9416

WEB
STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

SERVICES
>> ENGINEERS

>> PLANNERS

>> SURVEYORS

March 16, 2023
Aqua Water Supply Corporation
Request for Water Feasibility Study
Casa Subdivision

Page 2

Aqua has an existing 12" water line on the northeast side of FM 1854. To provide service to the proposed development, a 6" stub-out will be constructed at the subdivision's entrance. The costs associated with the construction of the new 6" stub-out, as well as Aqua required fees, are included in the enclosed Preliminary Cost Summary.

Based on USGS datum, the property's natural ground elevations vary from approximately 598 to 615 feet above MSL. Based on Aqua's applicable pressure plane for this area (738' "Lytton Springs" Pressure Plane), pressure for this area will comply with TCEQ requirements. The existing 12" water line and the new 6" stub-out will have sufficient capacity to serve the additional connections and dynamic residual pressures at peak demand will comply with TCEQ rules and regulations. Existing Aqua customers in the area will not have a decrease in pressures that would cause non-compliance with TCEQ standards.

We recommend a 90-day limit apply for this review from the date of this letter. It should be noted that Aqua's providing service to this subdivision shall be contingent upon the developer's compliance with all relevant Federal, State and County rules and regulations as per Aqua's tariff.

This Feasibility Study and subsequent Preliminary Cost Summary assume no additional county R.O.W. dedication. If R.O.W. dedication is required that affects Aqua's existing water lines, the Preliminary Cost Estimate will be revised based on the relocation of those lines out of the dedicated R.O.W.

Due to the uncertainties of easement acquisition, design requirements, construction contractors' availability, construction materials and equipment availability, inclement weather, etc., Aqua Water Supply Corporation is unable to predict or guarantee the timing of the provision of water services to developments. If the developer chooses to sell lots in a subdivision prior to the provision of water services, the developer does so at their own risk and is solely liable for such action.

Feel free to contact our office if there are any questions and please advise if we may be of further assistance.

Respectfully,



Curtis R. Steger, P.E.

Attachments: Preliminary Cost Summary
Preliminary Service Map

Cc: Dacy V. Thomas, P.E.
Aqua Assistant General Manager

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
 Bastrop, Texas

Casa Subdivision
 Caldwell County, Texas

PRELIMINARY COST SUMMARY
 (March 16, 2023)

Item/Description	Quantity	Unit Price	Estimated Cost
6" SDR-21 PVC	20 LF	\$25	\$500.00
Sand Bedding	20 LF	\$9	\$180.00
12-ga. Tracer Wire (taped to pipe twice per joint)	20 LF	\$0.65	\$13.00
M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands	100 Lbs	\$5	\$500.00
Open Cut and Install 18" Split Steel Casing at Unfinished Driveway Crossing	60 LF	\$300	\$18,000.00
6" Gate Valve w/ Valve Box and Restraint Glands	1 Ea	\$1,600	\$1,600.00
12" x 6" Hot Tap	1 Ea	\$13,000	\$13,000.00
5-1/4" Fire Hydrant Assembly w/ Gate Valve, Tee and Restraint Glands	1 Ea	\$6,000	\$6,000.00
Erosion Control w/ Silt Fencing	20 LF	\$4	\$80.00
Clearing & Chipping	20 LF	\$3	\$60.00
Trench Safety	20 LF	\$2	\$40.00

Construction Total:	\$39,973.00
Contingencies (approx. 10% of const.)	\$4,000
Engineering (approx. 12% of const.)	\$4,800
Capacity Reservation Fee (\$600 x 13 LUEs)	\$7,800
AFC Semper Remote	\$4,000
Surveying & Staking	\$1,000
Legal	\$2,000
Easements & Right-of-Way	By Developer
TxDOT Permit and Approval	\$300

Grand Total:	\$63,873.00
---------------------	--------------------

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.



AES Engineering consultant
6601 Airport Blvd. Austin TX 78752
Phone: (512) 785-9034
Firm Reg. F-22721

May 1, 2023

Summary Letter

Casa Subdivision
10208 FM 1854
Dale Texas
78616

This letter is prepared to support the initial submittal May 1, 2023

Summary Letter

Casa Subdivision
10208 FM 1854
Dale Texas
78616

It is proposed that the 17.283-acre site is to be platted, creating fourteen (14) 1-acre lots, two detention ponds, and 2100 linear foot road with a cul-de-sac. A proposed 6" water line connected to the existing 12" main will be provided to serve the proposed lots. On-site septic will be provided by lot owners.

Please refer to the engineering/drainage report and construction plan for more information.

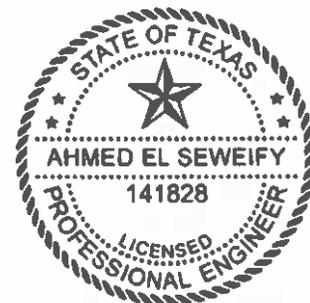
Respectfully Submitted,

A handwritten signature in black ink that reads "Ahmed El Seweify". The signature is written in a cursive style with a distinct loop at the end of the last name.

May 1st, 2023

Ahmed El Seweify, P.E.

Date



A handwritten signature in black ink that reads "Ahmed El Seweify". The signature is written in a cursive style with a distinct loop at the end of the last name.



Permit to Construct Access Driveway Facilities on Highway Right of Way

PERMIT NUMBER: 23-43679			
REQUESTOR		GPS*	
		LATITUDE, LONGITUDE	
		ROADWAY	
		HWY NAME FM1854	
		FOR TxDOT'S USE	
		CONTROL SECTION 0384	
NAME Ahmed El Seweify		SECTION 04	
MAILING ADDRESS 2514 Preserve Trail			
CITY, STATE, ZIP Cedar Park, TX, 78613			
PHONE NUMBER 5127859034			
<small>*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY</small>			

Is this parcel in current litigation with the State of Texas? YES NO

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Ahmed El Seweify, hereinafter called the Permittee, to construct / reconstruct a Minor Commercial (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM1854 in CALDWELL County, located TRM 0460 -0.591

USE ADDITIONAL SHEETS AS NEEDED

This permit is subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
2. The Permittee represents that the design of the facilities, as shown in the attached sketch, is in accordance with the Roadway Design Manual, Hydraulic Design Manual and the access management standards set forth in the Access Management Manual (except as otherwise permitted by an approved variance).
3. Construction of the driveway shall be in accordance with the attached design sketch, and is subject to inspection and approval by the State.
4. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with prior written approval of the State.
5. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage related to the driveway permitted hereunder.
6. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way. The Permittee shall ensure that any vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
7. The State reserves the right to require a new access driveway permit in the event of: (i) a material change in land use, driveway traffic volume or vehicle types using the driveway, or (ii) reconstruction or other modification of the highway facility by the State.
8. The State may revoke this permit upon violation of any provision of this permit by the Permittee.
9. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
10. The Permittee will contact the State's representative Ted Walton telephone, (512) 4090056, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
11. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: _____
(Property owner or owner's representative)

Date of Issuance	District Engineer, or designee Approval
April 28, 2023	<i>Darin K. Schulz, P.E.</i>
Date of Issuance as per Variance to AMM	District Engineer, or designee Approval
Date of Denial	District Engineer Denial (No Delegation)

Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways. All driveway facilities must follow this policy. To the extent there is any conflict between this permit and the policy, the policy shall control. If a proposed driveway does not comply with the access management standards, the owner may seek a variance to a requirement contained in the access management standards by contacting the local TxDOT office.

TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request or variance request, visit: <http://www.txdot.gov/inside-txdot/district.html>. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

Other Conditions

In addition to Items 1 thru 11 on page 1 of this permit, the facility shall also be in accordance with the attached sketch and subject to the following additional conditions stated below:

This is a final driveway for a 14 lot residential subdivision. The Driveway shall be 24' wide with 45' radii, with 18" CMP with min 6:1 SET's. The driveway shall be made out of asphalt and include a 200' tapered approach. TxDOT reserves the right to re-evaluate all access points and driveways if the property it serves is further developed beyond that discussed or approved at the time of this permit or when any changes in land use occur on the property.

Variance Documentation Justification

For a Variance request, please indicate which of the below are applicable, as required by TAC §11.52(e):

- a significant negative impact to the owner's real property or its use will likely result from the denial of its request for the variance, including the loss of reasonable access to the property or undue hardship on a business located on the property.
- an unusual condition affecting the property exists that was not caused by the property owner and justifies the request for the variance.

For the conditions selected above, provide written justification below. (Attach additional sheets, if needed)

Not adequate frontage to meet spacing. Layout of public roadway allows for adjacent development to utilize in future.

For TXDOT use below:

For Variance denials, please indicate which of the below conditions, as provided in TAC §11.52(e), were determined:

- adversely affect the safety, design, construction, mobility, efficient operation, or maintenance of the highway; or
- likely impair the ability of the state or the department to receive funds for highway construction or maintenance from the federal government.

Attachments:

Sketch of Installation

All Variance Documentation

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.

General Warranty Deed

Date: 16th day of February, 2022

Grantor: **Bradford Saponari, an unmarried person**

Grantor's Mailing Address: 520 Fairdale Street, Friendswood, TX 77546

Grantee: **Romit Aggarwal and Monika Gupta, husband and wife**

Grantee's Mailing Address: 10104 Tularosa Pass, Austin, TX 78726

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See Exhibit "A" attached hereto and incorporated herein.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2022 and subsequent years.

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

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

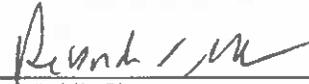


Bradford Saponari

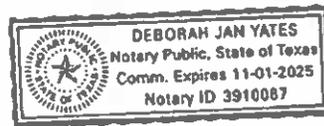
STATE OF TEXAS
COUNTY OF Bexar

Before me, a notary public, on this day personally appeared Bradford Saponari, known to me or proved to me through photo ID 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 16th day of February, 2022.



Notary Public Signature



After filing, please return to:
Romit Aggarwal and Monika Gupta
10104 Tularosa Pass
Austin, TX 78726

KTGAHSA-22-1135

Page 2 of 4

EXHIBIT "A"

Property Description

A 17.283 ACRES OF LAND PURPORTED TO BE IN THE PABLO MARTINEZ SURVEY ABSTRACT 181, CALDWELL COUNTY, TEXAS, THE HEREIN DESCRIBED 17.283 ACRES OF LAND BEING ALL THAT CALLED 17.285 ACRES OF LAND DESCRIBED TO SAMUEL SAPONARI IN THAT CERTAIN GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT 2014-004072, OFFICIAL PUBLIC RECORDS CALDWELL COUNTY, TEXAS, THE HEREIN DESCRIBED 17.283 ACRES OF LAND BEING SHOWN ON A SKETCH HEREWITH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (WA3150-2022)

BEGINNING one-half inch iron rod found having grid coordinates in United States survey feet of N(y) 13912598.308, E(x) 2402002.583, a part of the United States state plane coordinate system Texas South Central Zone 4204, North American Datum 1983, for the south corner of the herein described 17.283 acres of land, same being the west corner of that called 9.983 acres of land described to Steven Dodson and Dave A. Dodson in that certain Special Warranty Deed With Vendor's Lien in Volume 148, Page 180, Official Public Records Real Property Caldwell County, Texas and a point on the northeast right of way line of Farm to Market Number 1185;

THENCE North 46°03'56" West, 338.16 feet along the common dividing line of said 17.285 acres of land and said highway to a five-eighths inch iron rod found for the west corner of the herein described 17.283 acres of land, same being the south corner of that called 10.000 acres of land described to Jorge Rivera, Martha Rivera and Luz Becerra in that certain Warranty Deed With Vendor's Lien as recorded in Document 2014-005612, Official Records Caldwell County, Texas and a point on the northeast right of way line of said highway;

THENCE along the common dividing line of said 17.285 acres of land, the said 10.000 acres of land, that called 11.105 acres of land described to Jose M. Garcia and wife, Angelica V. Garcia in that certain Warranty Deed With Vendor's Lien as recorded in Volume 396, Page 260, Official Public Records Real Property Caldwell County, Texas and that called 12.714 acres of land described to Dale Wilbur in that certain Warranty Deed With Vendor's Lien as recorded in Volume 215, Page 211, Official Public Records Caldwell County, Texas, the following two (2) courses:

1) North 43°43'09" East, passing a one-half inch iron rod found at a perpendicular distance 844.31 feet and 0.22 feet to the left of this course for the common east corner of said 10.000 acres of land and said 11.105 acres of land, continuing on same course an additional distance of 408.36 feet for a Total Distance of 1252.67 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for an angle corner in the common dividing line of said 11.105 acres of land and the herein described 17.283 acres of land;

2) North 43°33'25" East, passing a one-half inch iron rod found at a perpendicular distance of 427.23 feet and 0.19 feet to the left of this course for the common east corner of said 11.105

acres of land and said 12.714 acres of land, continuing on same course an additional distance of 556.68 feet for a Total Distance of 983.91 feet to a one-half inch iron rod found for the north corner of the herein described 17.283 acres of land, same being a point on the southeast line of said 12.714 acres of land, same being the west corner of that called 1.991 acres of land described to Donna Marie Niemann in that certain General Warranty Deed as recorded in Document 2020-00836, Official Public Records Caldwell County, Texas;

THENCE South $46^{\circ}54'23''$ East, 330.97 feet along the common dividing line of said 17.285 acres of land, said 1.991 acres of land, that called 5.148 acres of land, less and except, 1.991 acres of land described to in that certain General Warranty Gift Deed as recorded in Volume 484, Page 539, Official Public Records Real Property Caldwell County, Texas and Lot 2, 5.135 acres Ellis Subdivision an unrecorded subdivision, the Lot 2, appearing under the name of Jessie and Stella Villarreal according to the Caldwell County Appraisal District where a copy of said Ellis Subdivision is located as provide to me by Mathew Allen, to a cotton gin spindle found for the east corner of the herein described 17.283 acres of land, same being the north corner of that called 1.00 acres of land described to Jesus Liscano and Rosalva Liscano in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 524, Page 187, Official Public Records Real Property Caldwell County, Texas and the radius of a hundred-foot cul-de-sac known locally as Whitetail Lane as described in Volume 10, Page 609, Official Public Records Real Property Caldwell County, Texas and a point on the southwest line of said Lot 2;

THENCE South $43^{\circ}04'12''$ West, 718.39 along the common dividing line of said 17.285 acres of land, the said 1.00 acres of land and that called 5.520 acres of land described to Adrian Tinajero and wife, Silvia Tinajero in that certain Warranty Deed With Vendor's Lien as recorded in Volume 409, Page 559, Official Public Records Real Property Caldwell County, Texas, to a five-eighths inch iron rod found for the common west corner of said 5.520 acres of land and said Dodson 9.983 acres of land and an angle corner of said 17.283 acres of land;

THENCE South $43^{\circ}38'59''$ West, 1523.12 feet along the common dividing line of said 17.285 acres of land and said 9.983 acres of land to the POINT OF BEGINNING and containing 17.283 acres of land, more or less, within these metes and bounds.

Issued By:
 Caldwell County Appraisal District
 211 Bufkin Ln.
 P.O. Box 900
 Lockhart, TX 78644

Property Information

Property ID: 11557 Geo ID: 0100181-202-150-00
 Legal Acres: 17.2850
 Legal Desc: A181 MARTINEZ, PABLO, ACRES 17.285, ELLIS SUB
 LOT 15. 30 X 72 OAKWOOD MOBILE HOME, LABEL I
 NTA0893109. SN1 HOTX11B00173A
 Situs: 10208 FM 1854 DALE, TX 78616
 DBA:
 Exemptions: HS

Owner ID: 235233 100.00%
 AGGARWAL ROMIT & GUPTA MONIKA
 10104 TULAROSA PASS
 AUSTIN, TX 78726-2408

For Entities

Caldwell County
 Caldwell-Hays ESD 1
 Farm to Market Road
 Lockhart ISD

Value Information

Improvement HS	111,060
Improvement NHS	12,480
Land HS	41,190
Land NHS	0
Productivity Market	377,600
Productivity Use	1,710
Assessed Value	133,148

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 12/22/2022

Total Due if paid by 12/31/2022 0.00



Tax Certificate Issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Lockhart ISD	1,045.40	
Farm to Market Road	0.13	
Caldwell County	736.44	
Caldwell-Hays ESD 1	133.15	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 12/22/2022
 Requested By: AGGARWAL ROMIT & GUPTA MO
 Fee Amount: 10.00
 Reference #:

Barthini Medina
 Signature of Authorized Officer of Collecting Office

22. Discussion/Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Alcala Family Subdivision located on Old Lockhart Road.

Speaker: Commissioner Theriot/Kasi Miles;

Backup: 14; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to kristianna.aranda@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 10/2/23

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Alcalá Family Subdivision located on Old Lockhart Road.

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? n/a

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)			
(3)			

3. Backup Materials: None To Be Distributed 13¹⁴ total # of backup pages (including this page)

4. Commissioner Theriot
Signature of Court Member

10/2/23
Date



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

Doucetengineers.com

September 21, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Alcalá Family Subdivision Short Form Plat
Project No. 1911-309-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Alcalá Family Subdivision, a 2-lot subdivision of a +/-9.98-acres located at 778 Old Lockhart Road Lockhart, Texas 78644. The subdivision will be served by OSSF and water provided by Creedmoor-Maha Water Supply Corporation.

The 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.

STATE OF TEXAS
COUNTY OF CALDWELL

WE, JOSE L. ALCALA AND MARIA D. ALCALA THE OWNER OF THE 9.98 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF ALCALA FAMILY SUBDIVISION DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT, AND HEREBY DEDICATE TO THE USE OF THE PUBLIC, FOREVER, ALL EASEMENTS SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY WHEREOF, JOSE L. ALCALA AND MARIA D. ALCALA, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 20____.

BY: _____
JOSE L. ALCALA

BY: _____
MARIA D. ALCALA

778 OLD LOCKHART RD.
LOCKHART, TX 78644

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE L. ALCALA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA D. ALCALA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

WE, CAPITAL FARM CREDIT, F.L.C.A. OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN ALCALA FAMILY SUBDIVISION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN CALDWELL COUNTY CLERKS' FILE NO. 2015-008004 AND 2015-007423 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

CAPITAL FARM CREDIT, F.L.C.A.

BY: _____
(NAME, TITLE)

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ OF CAPITAL FARM CREDIT, F.L.C.A. KNOWN TO ME TO BE THE PERSON WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2023.

BY: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

I, JOSE A. PEDRAZA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES OR RODS HAVING A OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

JOSE A. PEDRAZA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6806

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- 1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- 2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- 3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL, NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- 4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- 5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES
DIRECTOR OF SANITATION

DATE

ENGINEER'S CERTIFICATION:

I, BRICE A. STANFORD, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF CALDWELL COUNTY, TO THE BEST OF MY KNOWLEDGE.

BRICE A. STANFORD, P.E.
STANFORD ENGINEERING, LLC
TPELS FIRM# 23646

GENERAL NOTES:

- 1. B.S.L. INDICATES BUILDING SETBACK LINE; P.U.E. INDICATES PUBLIC UTILITY EASEMENT; L.E. INDICATES LANDSCAPE EASEMENT; S.S.E. SEWER EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; P.L. INDICATES PROPERTY LINE; E.S.M.T. INDICATES EASEMENT; C.C.D.R. INDICATES CALDWELL COUNTY DEED RECORDS; C.C.C. INDICATES CALDWELL COUNTY CLERK; C.C.O.R. INDICATES CALDWELL COUNTY OFFICIAL RECORDS; SQ. FT. INDICATES SQUARE FEET; U.E. INDICATES UTILITY EASEMENT; IR INDICATES IRON ROD; R.O.W. INDICATES RIGHT-OF-WAY; AC INDICATES ACRES(S).
- 2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
- 3. THIS PLAT WAS PREPARED TO MEET THE REQUIREMENTS OF CALDWELL COUNTY.
- 4. THIS PLAT LIES WHOLLY WITHIN CALDWELL COUNTY, THE ETJ OF THE CITY OF LOCKHART, CALDWELL-HAYS EMERGENCY SERVICE DISTRICT NO. 1 AND IN LOCKHART INDEPENDENT SCHOOL DISTRICT.
- 5. THIS PROPERTY LIES IN UNSHADED ZONE "X" AS PER THE FLOOD INSURANCE RATE MAPS, FIRM PANEL NO. 48055C0025E, EFFECTIVE DATE JUNE 19, 2012.
- 6. CALDWELL COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF PARKS, OPEN SPACE, OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.
- 7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ON-SITE WATER WELL.
- 8. THIS PLAT COMPLES WITH A CITY PLANNING LETTER PREPARED BY INTEGRITY TITLE COMPANY, OF NO. 2341837A, EFFECTIVE DATE JUNE 11, 2023. ONLY EXISTING EASEMENTS LISTED IN THE REPORT ARE LISTED HEREON.
- 9. THE EXISTING RESIDENTIAL STRUCTURES LOCATED ON THIS PROPERTY ARE SERVED BY EXISTING ON-SITE SEWAGE TREATMENT FACILITIES. ANY EXPANSIONS TO THESE FACILITIES SHALL BE REVIEWED AND APPROVED BY THE CALDWELL COUNTY HEALTH DEPARTMENT.
- 10. THE BLUEBONNET ELECTRIC COOPERATIVE EASEMENT IS DEFINED AS BEING CENTERED ON THE INITIAL LINES AS CONSTRUCTED. EASEMENT LINES SHOWN HEREON ARE BASED ON UTILITY LOCATION AT THE TIME OF SURVEY (6/14/2023).
- 11. THIS PLAT IS LOCATED IN CALDWELL COUNTY PRECINCT NO. 3.
- 12. THIS SUBDIVISION IS WITHIN CALDWELL/HAYS ESD 1 AND IS SERVICED BY TRAVIS COUNTY ESD 11.
- 13. THE WATER PROVIDER FOR THIS SUBDIVISION IS CREEDMOOR-MAHA WATER SUPPLY CORP.
- 14. UTILITY EASEMENTS AND BUILDING SETBACK LINES SHOWN ON THIS PLAT ARE DEDICATED BY THIS PLAT AS SHOWN IN "INSET A" ON THIS DRAWING.
- 15. CLOSURE INFORMATION - LOT 1: 1 IN 359,116.05'; LOT 2: 1 IN 808,158.33' BOUNDARY CLOSURE - 1 IN 451,013.80'
- 16. STRUCTURES SHOWN HEREON ARE APPROXIMATELY LOCATED BASED ON AERIAL IMAGERY.

LEGEND

- FOUND MONUMENT, 5/8 INCH IRON ROD CAPPED AS DESCRIBED
- SET 5/8 INCH IRON ROD WITH PINK CAP STAMPED "PEDRAZA", UNLESS OTHERWISE LABELED
- ADJACENT PROPERTY BOUNDARIES
- PLAT BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- BUILDING SETBACK LINE
- R.O.W. CENTERLINE
- BARBED WIRE FENCE (APPROXIMATE LOCATION)
- SPLIT RAIL FENCE (APPROXIMATE LOCATION)
- EXISTING STRUCTURE

LEGAL DESCRIPTION:

BEING A 9.98 ACRE TRACT OR PARCEL OF LAND OUT OF THE SAMPSON CONNELL SURVEY, A-63, CALDWELL COUNTY, TEXAS, OUT OF THAT CERTAIN CALLED 77,685-ACRE TRACT CONVEYED TO LEISSER RANCH JOINT VENTURE RECORDED IN INSTRUMENT NO. 2015-003876, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, AND BEING THAT CERTAIN CALLED 10,007-ACRE TRACT CONVEYED TO JOSE L. ALCALA AND MARIA D. ALCALA RECORDED IN INSTRUMENT NO. 2015-007422, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS. SAID 9.98 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON PIPE FOUND ON THE SOUTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF OLD LOCKHART ROAD FOR THE NORTH CORNER OF THAT SAID 77,685-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 10,001 ACRE TRACT CONVEYED TO VICTOR H. ESQUIVEL VILLEDAS AND ANA LILIA VERGARA RECORDED IN INSTRUMENT NO. 2015-009905, AND THE WEST CORNER OF THAT CERTAIN 6,118-ACRE TRACT DESCRIBED IN A DEED TO MATTHEW L. BARNY, RECORDED IN 2016-003338, CALDWELL COUNTY OFFICIAL RECORDS;

THENCE SOUTH 43° 35' 20" WEST, ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE AND THE NORTHWEST LINE OF SAID 77,685-ACRE TRACT, A DISTANCE OF 994.54 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "RPLS 1753" FOR THE WESTMOST NORTH CORNER OF THAT CERTAIN CALLED 11,006-ACRE TRACT CONVEYED TO JOSE MARES AND ANGELITA MARES RECORDED IN INSTRUMENT NO. 2015-007454, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, THE NORTH CORNER OF SAID 10,007-ACRE TRACT, AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

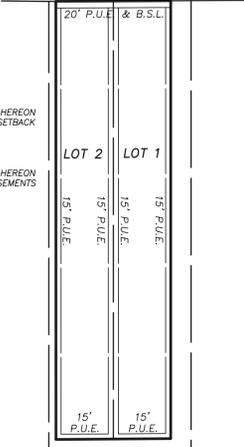
THENCE SOUTH 46° 05' 35" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, ALONG THE SOUTHWEST LINE OF SAID 11,006-ACRE TRACT AND THE NORTHEAST LINE OF SAID 10,007-ACRE TRACT, A DISTANCE OF 1,285.18 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "RPLS 1753" FOR AN INTERIOR CORNER OF SAID 11,006-ACRE TRACT, THE EAST CORNER OF SAID 10,007-ACRE TRACT, AND BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 43° 29' 58" WEST, CONTINUING ALONG THE WEST LINE OF SAID 11,006-ACRE TRACT AND THE SOUTHWEST LINE OF SAID 10,007-ACRE TRACT, A DISTANCE OF 337.93 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "RPLS 1753" IN THE NORTHEAST LINE OF THAT CERTAIN CALLED 1.40-ACRE TRACT CONVEYED TO QUINTON SIMMS, RECORDED IN VOL. 342, PAGE 702, CALDWELL COUNTY OFFICIAL RECORDS, FOR THE SOUTHERNMOST WEST CORNER OF SAID 11,006-ACRE TRACT, THE SOUTH CORNER OF SAID 10,007-ACRE TRACT, AND BEING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46° 07' 03" WEST, ALONG THE NORTHEAST LINE OF SAID 1.40-ACRE TRACT AND SOUTHWEST LINE OF SAID 10,007-ACRE TRACT, A DISTANCE OF 1,285.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "1753" FOUND ON SAID RIGHT-OF-WAY LINE, FOR THE NORTH CORNER OF SAID 1.40-ACRE TRACT, THE WEST CORNER OF SAID 10,007-ACRE TRACT, AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 43° 35' 20" EAST, ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE AND THE NORTHWEST LINE OF SAID 10,007-ACRE TRACT, A DISTANCE OF 338.48 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 9.98 ACRES (434,734 SQ.FT.) OF LAND.

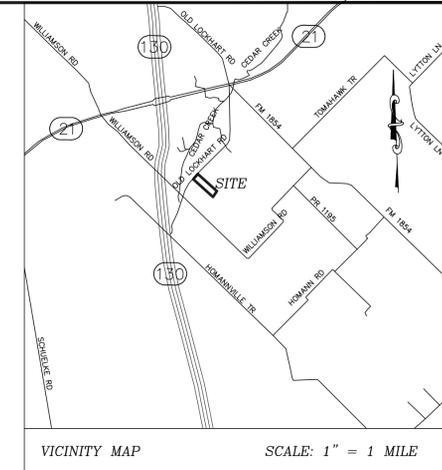
OLD LOCKHART ROAD
80' R.O.W.



INSET 'A' NOTES:

- 1. UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING BUILDING SETBACK LINES SHALL APPLY:
FRONT STREET SIDE - 20'
SIDE STREET - 15'
SIDE YARD - 15'
REAR YARD - 15'
- 2. UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING UTILITY EASEMENTS SHALL APPLY:
FRONT STREET SIDE - 20'
SIDE STREET - 15'
SIDE YARD - 15'
REAR YARD - 15'

INSET 'A'
NOT TO SCALE



STATE OF TEXAS
COUNTY OF CALDWELL

I, THE UNDERSIGNED, THE JUDGE OF CALDWELL COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF THE ALCALA FAMILY SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS COUNTY WHEREIN THE COMMISSIONERS' COURT APPROVAL IS REQUIRED.

THIS THE _____ DAY OF _____, 20____.

HOPPY HADEN,
COUNTY JUDGE

STATE OF TEXAS
COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE _____ DAY OF _____, 20____, TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

STATE OF TEXAS
COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. AND DULY RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET _____ AT SIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

SHORT FORM PLAT
ALCALA FAMILY
SUBDIVISION

9.98 ACRES
RESIDENTIAL SUBDIVISION

IN THE SAMPSON CONNELL SURVEY
ABSTRACT NO. 63
CALDWELL COUNTY, TEXAS

1 BLOCK 2 LOTS 0 RESERVE

OWNERS:

JOSE L. ALCALA AND MARIA D. ALCALA
778 OLD LOCKHART ROAD
LOCKHART, TEXAS 78644
(512) 865-8072

SURVEYOR:

TEJAS SURVEYING
FIRM #: 10194739
1810 FIRST OAKS STREET, SUITE 220
RICHMOND, TEXAS 77406
(281) 240-9099

JUNE 30, 2023

BS/44-2315P

JOSE L ALCALA
MARIA D ALCALA
780 OLD LOCKHART RD
LOCKHART, TX 78644-4868

1078

Sep 25 2013
DATE

PAY TO THE ORDER OF Caldwell County
Nine Hundred & Fifty

\$ 950.00

DOLLARS

RBFCU
rbfcu.org

FREEDOM
CHE

FOR 1911-309-01

Just check

1078

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST
LOCKHART, TEXAS 78644
(512) 398-1803

9586

DATE 9-27-2

RECEIVED FROM Jose Alcala

\$ 950.00

Nine hundred fifty dollars + no / 100

FOR ~~SEP~~ SEP - Alcala Family Plat

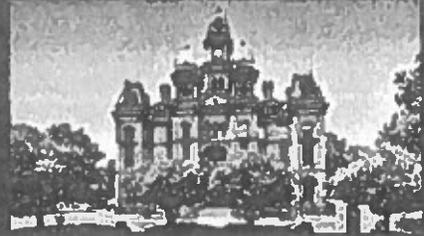
AMOUNT OF ACCOUNT	
THIS PAYMENT	<u>950.00</u>
BALANCE DUE	<u>0</u>

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles

Thank You

Caldwell County Development Application



Date Submitted

June 30, 2023

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)

Jose and Maria Alcala

778 Old Lockhart Road
Lockhart, Texas 78644
512-865-8072

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

Tejas Surveying

1810 First Oaks Street
Richmond, TX 77406
281-240-9099
jose@tejassurveying.com

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

Brice A. Stanford
Tejas Surveying

1810 First Oaks Street
Richmond, TX 77406
281-240-9099
brice@tejassurveying.com

4. Consultants (*If applicable)

Tejas Surveying, Stanford Engineering

Licensed Professional Engineer*:

Brice A. Stanford, P.E.
Stanford Engineering

4506 Primrose Valley Ln.
Fulshear, TX 77441
903-714-7256
brice@stanfordeng.com

Registered Professional Land Surveyor*:

Jose A. Pedraza, RPLS
Tejas Surveying

1810 First Oaks Street
Richmond, TX 77406
281-240-9099
jose@tejassurveying.com

Registered Sanitarian*:

NA

Geoscientists*:

NA

Application Questionnaire

Property Address (or approximate location)

778 Old Lockhart Road Lockhart, Texas 78644

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

Sampson Connell Survey Abstract No. 63

Parcel Tax ID Number

103637

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: Creedmore-Maha

Anticipated wastewater system in the development

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

Project Description

Subdivision of a 10 AC tract into 2 - 5 AC tracts

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Alcala Family Subdivision

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

Total Acreage of Subject Property

9.98

Total Proposed Residential Lots

2

Total Proposed Commercial Lots

0

Type of Construction

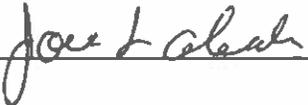
Residential

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: Jose L. Alcala Phone Number: 512-865-8072
 Applicant Name: Brice A. Stanford Phone Number: 903-174-7256
 Owner Email: jalcalaharo@msn.com
 Owner Signature: 

TOTAL ON/BEFORE PENALTY DATE	\$ 71.24
PAY NOW - SAVE \$10.00	
TOTAL AT THE PENALTY DATE	\$ 81.24

RETURN SERVICE REQUESTED

If payment is not received by the 20th, a \$10.00 or 10% penalty will be added to the amount due. If payment is not received by the 10th of the next month, service is subject to disconnection and additional fees up to \$100.



Creedmoor-Maha Water Supply Corp
 12100 Laws Road Buda, Texas 78610
 (512) 243-2113 Emergency (512) 243-1265
 Office Hours: 8:00 am to 4:00 pm
 Closed Saturday, Sunday, Holidays
 Phone numbers are below:
 (512) 243-2113 (Main Line) or (512) 642-5611
 (512) 642-5716 (Spanish)

ACCOUNT NO. **2528**

JOSE L. ALCALA
 257 CORAL STONE TRAIL
 BUDA TX 78610

PENALTY DATE **6/20/2021**

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN TOP PORTION WITH PAYMENT

Meter #22 Meter Code #1 Reading Date 6/1/2021 PRESENT READING 70900 PREVIOUS READING 68100 Usage 2,800	BILLING PERIOD FROM TO Service From 5/1/2021 TO 6/1/2021 SERVICE ADDRESS 780 OLD LOCKHART RD Water Usage 21.92 Base Rate 39.90 TCEQ FEE 0.31 TWDB Loan Surchar 9.11	ACCOUNT NO. 2528 JOSE L. ALCALA Charges 21.92 39.90 0.31 9.11
Monthly Usage <p> <input type="checkbox"/> 2,800 Current <input type="checkbox"/> 3,600 Previous <input type="checkbox"/> 4,000 Average <input type="checkbox"/> 3,900 Last Year </p>		TOTAL DUE NOW 71.24
Bills are due on June 20th by 4pm. No limit cash payments. Use dropbox on front gate. Drop box is open. Limit 2 people. Masks are required. Hours of operation are 8am to 4pm. Mon. - Fri.		SAVE THE PENALTY \$10.00 PAY THIS AMOUNT APT 6/20/2021 81.24
account # 2528	Notify our office of changes to your account, including name and billing address, email and phone number. If you are set up for automatic payments, the draft will place on or about the 15th.	

2015-007422 WD Fee: 38.00
11/17/2015 10:38:28 AM Total Pages: 5
Carol Holcomb County Clerk - Caldwell County, TX

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: November 4, 2015 to be effective November 5, 2015

Grantor: Leissner Ranch Joint Venture

Grantor's Mailing Address: P.O. Box 1249
San Marcos, TX 78167

Grantee: Jose L. Alcala and Maria D. Alcala

Grantee's Mailing Address: 257 Coral Stone Trl.
Buda Tx 78610

Consideration: A Promissory Note in the original principal sum of Ninety-Four Thousand and No/100 Dollars (\$94,000.00) payable to the order of Capital Farm Credit, FLCA ("Lender"), which Promissory Note is secured by a Deed of Trust to Ben R. Novosad, Trustee.

The debt evidenced by said Note is in part payment of the purchase price of the Property. The debt is secured by a deed of trust and by a vendor's lien on the Property, which is expressly retained. The lien created by the deed of trust and the vendor's lien is transferred to Lender by this deed. The deed of trust does not waive the vendor's lien, and the two liens and the rights created by said deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Property (including any improvements):

10.007 acres of land, more or less, out of the Sampson Connell Survey, A-63 in Caldwell County, Texas, and being a portion of a called 77.685-acre tract described in the deed from Alicia Gayle Smith a/k/a Alicia Smith Stewart to Leissner Ranch Joint Venture, recorded under Document No. 2015003876, Official Public Records of Caldwell County, Texas; said 10.007 acres, also to be known as Tract 7 of Bluebonnet Hills, an unrecorded subdivision in Caldwell County, Texas, being more fully described by metes and bound on Exhibit A attached hereto and made a part hereof.

Reservations from Conveyance: None

GF#01247-48108-ER

02-01247-48108

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

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.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

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.

LEISSNER RANCH JOINT VENTURE,
a Texas joint venture
By: FORTRESS RANCH INVESTMENTS,
LTD.,
a Texas limited partnership,
as joint venture


Printed Name: Zachary L. Potts
Its: Authorized Signer

STATE OF TEXAS)
COUNTY OF Hays)

This instrument was acknowledged before me November 4, 2015, by Zabary L. Potts, as Authorized Signer, of Fortress Ranch Investments, LTD., a Texas limited partnership, acting as the joint venturer of Leissner Ranch Joint Venture, a Texas joint venture, on behalf of said entity.



Lisa E. Murphy
Notary Public, State of Texas

Grantee's Address/Return to:
257 Coral Stone Trail
Buda, TX 78610

EXHIBIT A

FIELD NOTES FOR TRACT NO. 7, A 10.007 ACRE TRACT IN THE SAMPSON CONNELL SURVEY, CALDWELL COUNTY, TEXAS.

BEING a 10.007 acre tract or parcel of land out of and being a part of the Sampson Connell Survey, A-63, in Caldwell County, Texas, and being a part of that certain 77.685 acre tract described in a deed from Alicia Gayle Smith a/k/a Alicia Smith Stewart to Leissner Ranch Joint Venture, recorded in Instrument No. 2015003876, Caldwell County Official Public Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the north corner of the 77.685 acre tract, a 1 inch iron rod found at a fence corner in the southeast line of the Old Lockhart Road, the west corner of that certain 6.12 acre tract described in a deed to Harry Homann, recorded in Vol. 308, Page 551, Caldwell County Deed Records.

THENCE with the southeast line of the Old Lockhart Road and northwest line of the 77.685 acre tract, S 45 deg. 06 min. 55 sec. W, 994.54 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the north corner of this tract.

THENCE S 44 deg. 34 min. 00 sec. E, 1285.35 feet to a 5/8 inch iron rod set for the east corner of this tract.

THENCE S 45 deg. 06 min. 55 sec. W, 339.15 feet to a 5/8 inch iron rod set in the northeast line of that certain 1.40 acre tract described in a deed from Alicia Smith Stewart to Quinton Simms, recorded in Vol. 342, Page 702, Caldwell County Official Records, the upper southwest line of the 77.685 acre tract, for the south corner of this tract.

THENCE with the northeast line of the 1.40 acre tract and upper southwest line of the 77.685 acre tract, N 44 deg. 34 min. 00 sec. W, 1285.35 feet to a 5/8 inch iron rod found in the southeast line of Old Lockhart Road, the north corner of the Simms 1.40 acre tract, the west corner of the 77.685 acre tract, for the west corner of this tract.

THENCE with the southeast line of said road and northwest line of the 77.685 acre tract, N 45 deg. 06 min. 55 sec. E, 339.15 feet to the POINT OF BEGINNING, containing 10.007 acres of land.

FILED AND RECORDED

Instrument Number: 2015-007422 WARRANTY DEED

Filing and Recording Date: 11/17/2015 10:36:26 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Carol Holcomb

Carol Holcomb, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

23. EXECUTIVE SESSION: Pursuant to Texas Government Code Section 551.071:
Consultation with counsel regarding pending or contemplated litigation or settlement offers.
Speaker: Judge Haden/Chase Goetz;
Backup: 1; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION: Pursuant to Texas Government Code Section 551.071: Consultation with counsel regarding pending or contemplated litigation or settlement offers.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Chase Goetz		
(3)			

3. Backup Materials: None To Be Distributed 1 total # of backup pages (including this page)

4. 
Signature of Court Member _____

Date 10/4/2023

24. EXECUTIVE SESSION: Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Demeter. **Possible action may follow in open court. Speaker: Judge Haden; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hobby.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Demeter. Possible action may follow in open court.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/9/2023
Date

25. EXECUTIVE SESSION: Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Apple Pie. **Possible action may follow in open court. Speaker: Judge Haden; 1; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Apple Pie. Possible action may follow in open court.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/4/2023
Date

26. Discussion/Action to approve a 381 economic development agreement between the County and F3 Lockhart Owner LLC and F3 ColdCo Lockhart LLC, to promote development of a 300,000 sq. ft. cold storage facility. **Speaker: Judge Haden/Mike Kamerlander; Backup: 11; Cost: TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 10/10/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve a 381 economic development agreement between the County and F3 Lockhart Owner LLC and F3 ColdCo Lockhart LLC, to promote development of a 300,000 sq. ft. cold storage facility.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden

(2) Mike Kamerlander

(3) _____

3. Backup Materials: None To Be Distributed 11 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

Date

10/05/23

CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 381 Economic Development Program Agreement (“**Agreement**”) is made and entered into by and between CALDWELL COUNTY, TEXAS (“**County**”), a political subdivision of the State of Texas, and F3 LOCKHART OWNER LLC (“**Company**”) and F3 ColdCo Lockhart LLC (“**Lessee**”), collectively (“**parties**”).

RECITALS

Pursuant to Chapter 381, Texas Local Government Code, County is authorized to establish a program, including the making of loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the County.

Company desires to purchase land, construct at least 300,000 square foot facility in the County, bring jobs to the County, and participate in the Economic Development Program established in this Agreement.

Company and Lessee intend to make a total investment of at least sixty-five million dollars (\$65,000,000.00) in equipment, personal property, inventory, real property, and improvements to real property over the period of this Agreement.

County has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the County and the surrounding area if a facility is successfully developed on the Property.

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company and Lessee agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein for all purposes.

Section 2. Chapter 381 Program and Consideration

The County finds and the parties hereto agree that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in Caldwell County. County and Company and Lessee enter into this Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

Section 3. Agreement Term

This Agreement shall have a term of ten (10) years (“**Agreement Term**”), commencing on January 1 of the calendar year following Company’s completion of construction and securing of a Certificate of Occupancy from the City of Lockhart and terminating at midnight on the tenth anniversary of that date unless sooner terminated as provided herein. For example, if construction is completed and a Certificate of Occupancy obtained in 2024, Year One of this agreement will commence on January 1, 2025.

Section 4. Property Tax Rebate Term

The Property Tax Rebate Term (“**Rebate Term**”) shall be a term of five (5) years. The Rebate Term shall commence after the commencement of the Agreement Term and may commence and apply for any five consecutive years ending on or before the end of the Agreement Term. The Rebate Term shall commence on January 1 of the year following Company’s request to start the Rebate Term. For County budgeting purposes, Company must request term commencement by May 31 of the year prior to the start. Example: Company requests term start on May 15, 2025. Year 1 will be 2026 with the first rebate to company in 2027 per the terms in this Agreement. Notwithstanding the commencement of the Rebate Term, the Rebate Term shall not exceed the Agreement Term. At the end of the Agreement Term the County shall have no obligation under Section 6 (b) below.

Section 5. COMPANY and LESEE Requirements

Company and Lessee agree:

- (a) To acquire sufficient land in the County, estimated to be fifty-three (53) acres, (“the “**Property**”) that will be suitable for the construction of a cold storage facility, for the operation of Company activities thereon (“the “**Facility**”).
- (b) Construct the Facility on the Property of at least 300,000 square feet and with other improvements, including equipment, with a project budget of at least sixty-five million dollars (\$65,000,000.00) in capital investment, provided that Company shall be entitled to revise the budget as a result of, among other things, savings realized by value engineering, reduction of costs in building materials, equipment, labor and other components of the Facility, and substitution of individual facility components.
- (c) Submit schematic drawings for the Facility to the County within one hundred twenty (120) days of execution of closing on the Property, and to and thereafter commence construction of the Facility within one hundred twenty (120) days after the County’s approval of the construction plans and issuance of a building permit for the Facility.

- (d) Complete construction of the Facility and obtain a Certificate of Occupancy from the City within twenty four (24) months after the issuance of the aforesaid building permit.
- (e) Employ a minimum of one hundred (100) Full Time Equivalent (“FTE”) employees within the first five (5) years from the commencement of the Agreement Term.
- (f) Company and/or Lessee shall provide the County with proof of employment of employees by submitting copies of payroll records and federal employment tax forms (which may redact portions of social security numbers or addresses to protect employee privacy) or other documentation satisfactory to the County, which shall be provided within thirty (30) days of the end of each year of the Agreement Term.

Retain at least that number of FTE employees until the end of the Agreement Term.

The term “**Full Time Equivalent**,” as used in this Agreement, shall mean the sum of annual hours of employees who work at least 30 hours in any week, including accrued or used hours associated with holidays, vacation, sick and personal time, and overtime, divided by 1,560. FTEs shall be required to be eligible for benefits such as medical, dental, and vision insurance.

- (g) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Facility is located unless such taxes are being legally contested by Company or Lessee.
- (h) Notify County by May 31st of the year prior to Company’s requested 1st year of property tax rebates as described in Section 6 (b) below. Failure to request commencement of property tax Rebate Term by this date will result in a delay of 1 year. For instance: For Rebate Term to begin January 1, 2026, company must request the Rebate Term begin by May 31, 2025. Should company request June 30, 2025, Rebate Term shall begin on January 1, 2027.

Section 6. County Requirements

- (a) In consideration of Company’s and/or Lessee’s agreement to perform the acts described above, County agrees to provide an annual grant to Lessee in an amount of money equal to a percentage of the annual County ad valorem taxes paid by Company and the Lessee on the Real Property and all improvements and personal property located in or on or being a part of or supporting the operation of the Facility (“**Increment**”) for that year and actually collected by the County.

- (b) The amount of each annual grant to be paid to Lessee by the County shall be calculated as follows:

For Year one: eighty-five percent (85%) of the Increment attributable to that year and paid to the County;

For Year two: seventy percent (70%) of the Increment attributable to that year and paid to the County;

For Year three: fifty-five percent (55%) of the Increment attributable to that year and paid to the County;

For Year four: forty percent (40%) of the Increment attributable to that year and paid to the County;

For Year five: twenty-five percent (25%) of the Increment attributable to that year and paid to the County;

After such five-year period, all tax reimbursement grants by the County shall cease.

- (c) County shall pay Lessee the applicable amount of each annual grant, following Company's payment of ad valorem taxes for that year, on or before May 1 of the calendar year following such payment.
- (d) Any payment by the County to the Lessee or Company shall satisfy the County's obligation to both the Lessee and Company pursuant to the grant under this Agreement.

Section 7. Termination

In the event that Company and/or Lessee begins operating the Facility on the Property, but subsequently discontinues operating such facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster, temporary suspensions of operations due to interruptions in utilities, supply chain shortages, labor shortages, pandemics, health and safety requirements or other event beyond the reasonable control of Company and/or Lessee for a period of 365 consecutive days during the Agreement Term, then in such event the County will no longer be obligated to expend any further funds for tax reimbursement, and Lessee shall be not be entitled to any grant by the County under Section 6 of this Agreement for the calendar year in which such breach occurred. The burden shall be upon Company and/or Lessee to prove to the satisfaction of the County that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster, temporary suspensions of operations due to interruptions in utilities, supply chain shortages, labor shortages, pandemics, health and safety requirements or other event beyond the control of Company and/or Lessee. In the event Company and/or Lessee meet this burden and the County is

satisfied that the discontinuance of the operation of the distribution facility was the result of events beyond the control of Company and/or Lessee, then Company and Lessee shall have a period of one (1) year in which to resume the operation of the distribution facility. In the event that Company and Lessee fail to resume the operation of a distribution facility within one (1) year, then in such event the County will no longer be obligated to expend any further monies for tax reimbursement, and Lessee shall not be entitled to any grant by the County under Section 6 of this agreement for the calendar year in which the breach occurred.

Subject to the notice and cure periods described in this Agreement, in the event that Company or Lessee allow ad valorem taxes on property, or business personal property, or inventory not subject to tax waiver owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the County will no longer be obligated to expend any further monies for tax reimbursement, and Company or Lessee shall not be entitled to any grant by the County under Section 6 of this agreement for the calendar year in which such breach occurred.

In the event that Company or Lessee relocates the business to a location outside of the County, then in such event, then in such event the County will no longer be obligated to expend any further monies for tax reimbursement, and Company shall not be entitled to any grant by the County under Section 6 of this agreement for the calendar year in which such breach occurred.

In the event that the County determines that Company and/or Lessee is in default of any of the terms or conditions contained in this Agreement, then in such event the County shall give the party sixty (60) days written notice and opportunity to cure such default. Except as provided in Section 5(b) herein, in the event such default is not cured to the satisfaction of the County within the sixty (60) days notice period, then in such event the County will not pay any grants under Section 6 for the year in which such breach occurred and it will not be obligated to expend any further monies for tax reimbursement.

Section 8. Certification of Compliance

On or before April 15 of each year that this Agreement is in effect, Company and/or Lessee shall certify in writing to the County its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the County establishing that Company and/or Lessee has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The County, at any reasonable time, shall have the right to review any and all records of Company and/or Lessee related to the provisions of this Agreement.

Section 9. Entire Agreement

This Agreement contains the entire agreement between the County, Company and Lessee with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the parties.

Section 10. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may assign its rights and obligations under this agreement only upon prior written approval of the County, which approval shall not be unreasonably withheld or delayed; provided that Company may collaterally assign this agreement to purchasers of the Company, affiliates, lenders, existing or prospective partners in the Facility with notice to, but not consent from, the County.

Section 11. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

COMPANY:

F3 Lockhart Owner LLC
C/O Ivan Karpov
30 Hudson Yards, 83rd Floor
New York, NY 10001

Cc: Plant Manager
2707 Dewitt Street
Lockhart, Texas 78644

LESSEE:

C/O Ivan Karpov
30 Hudson Yards, 83rd Floor
New York, NY 10001

County:

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

Section 12. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 13. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the

same by good faith mediation before a mediator agreed to by the parties. The parties expressly waive any statutory or other legal requirements that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 14. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 15. Mutual Assistance

The parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 16. Undocumented Workers.

Company and Lessee have executed the certification attached hereto as **Exhibit "A."** During the Agreement Term, the Company and Lessee agree not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company or Lessee shall repay the taxes abated herein, and any other funds received by the Company or Lessee from the County as of the date of such violation within 120 days after the date the Company or Lessee is notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company or Lessee are not liable for a violation of this Section by a subsidiary, affiliate (Company Affiliate), or franchisee of Company or Lessee or by a person with whom Company or Lessee contract. Company and Lessee hereby verify in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Company and Lessee will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are

defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2023.

THE COUNTY

ATTEST:

Hoppy Haden, County Judge

Teresa Rodriguez, County Clerk

**COMPANY:
F3 LOCKHART COMPANY LLC**

Michael Winston
Authorized Signatory

LESSEE:

Michael Winston
Authorized Signatory

[SIGNATURE VERIFICATIONS CONTINUE ON NEXT PAGE]

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this 10th day of October, 2023, by Hoppy Haden, known to me to be the County Judge of Caldwell County, Texas.

Notary Public

My Commission expires:

State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael Winston, known to me to be the Authorized Signatory of F3 Lockhart Company LLC

Notary Public

My Commission expires:

State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael Winston, known to me to be the Authorized Signatory of F3 ColdCo Lockhart LLC

Notary Public

My Commission expires:

EXHIBIT "A"

Certification Regarding Employment of Undocumented Aliens

F3 Lockhart Owner LLC, a Delaware limited liability company (the "**Company**") and F3 ColdCo Lockhart LLC (the "**Lessee**") hereby certify to the County that Company and Lessee and any branches, divisions, or departments of Company and Lessee do not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

F3 Lockhart Owner LLC

By: _____
Name: _____
Title: _____
Date: _____

F3 ColdCo Lockhart LLC

By: _____
Name: _____
Title: _____
Date: _____

27. Adjournment

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