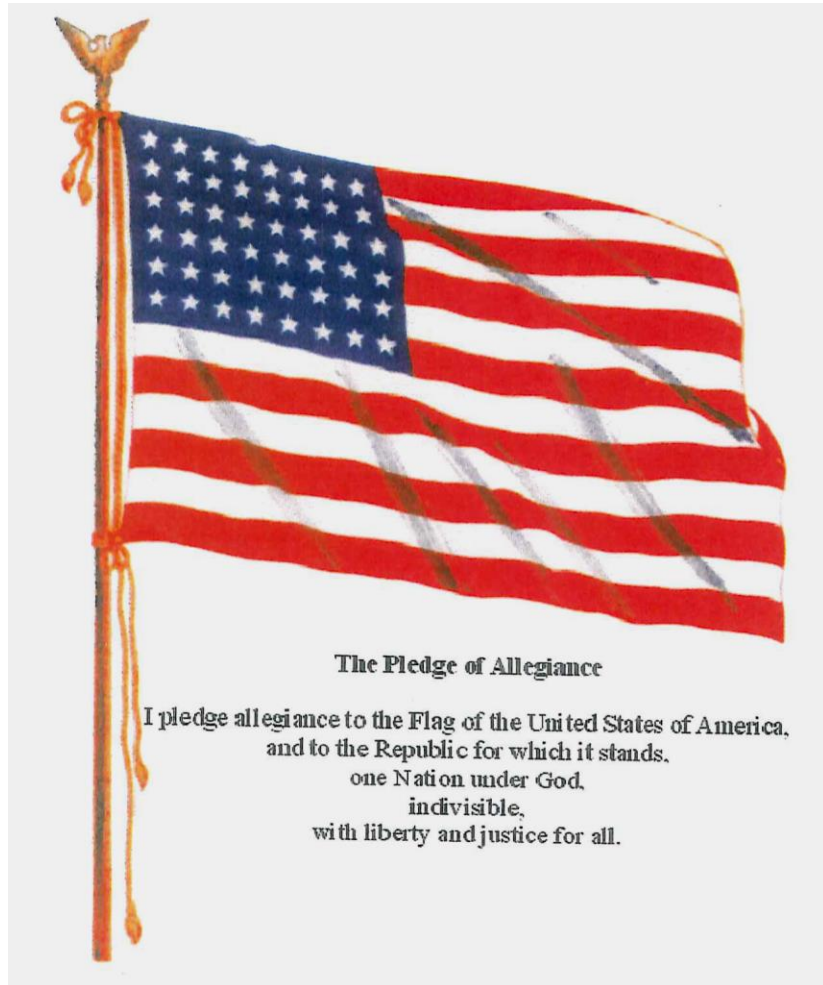


COMMISSIONER'S COURT AGENDA

October 11, 2021

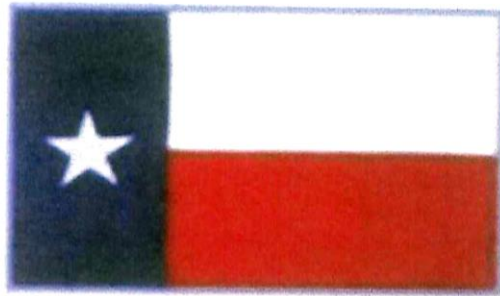
Invocation

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: \$773,697.78**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Approve payment of County invoices and County Purchase Orders
\$773,697.78

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden

(2) _____

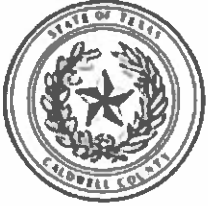
(3) _____

3. Backup Materials:

None To Be Distributed 32 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/6/2021
Date



Caldwell County, TX

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number <u>AMACOM</u>	Vendor Name AMAZON.COM SALES, INC					Total Vendor Amount 531.08
Payment Type Check	Payment Number	Remittance Address Amazon Capital Services PO Box 035184 SEATTLE, Washington 98124-5184	Payment Date 10/05/2021			Payment Amount 531.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16GM-JINH-QCV3</u>	ACCT # A283QXJ1JGKNJJ SWINGLINE STAPLES, OPTIMA,	09/17/2021	10/12/2021	0.00	32.56	
<u>1KFN-19G3-VDPV</u>	ACCT # A283QXJ1JFKNNJJ VIZIO 55-INCH V-SERIES 4K	09/19/2021	10/12/2021	0.00	492.00	
<u>1R3X-RC4N-KD3C</u>	ACCT # A283QXJ1JFKNNJJ LAPTOP BACKPACK WOMEN TEACH	09/22/2021	10/12/2021	0.00	70.97	
<u>1YXX-N1GN-C31X</u>	ACCT # A283QXJ1JFKNNJJ GREENLIFE 100/300/500 PCS	09/21/2021	10/12/2021	0.00	133.67	
<u>1YXX-1WNE-FT9T</u>	ACCT # A283QXJ1JFNJJ SAFCO 5363BL BLACK	07/30/2021	07/30/2021	0.00	-198.12	

Vendor Number <u>AMYHOR</u>	Vendor Name AMY HORNE					Total Vendor Amount 15.00
Payment Type Check	Payment Number	Remittance Address PO BOX 62 LULING, Texas 78648-	Payment Date 10/05/2021			Payment Amount 15.00
Payable Number <u>9242021</u>	Description REFUND	Payable Date 09/24/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 15.00	

Vendor Number <u>APPCON</u>	Vendor Name APPLIED CONCEPTS, INC.					Total Vendor Amount 392.16
Payment Type Check	Payment Number	Remittance Address P.O. BOX 972943 DALLAS, Texas 75397-2943	Payment Date 10/05/2021			Payment Amount 392.16
Payable Number <u>391145</u>	Description ASSY, STALKER PATROL K-BANK ANTENNA	Payable Date 09/24/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 392.16	

Vendor Number <u>ASCO</u>	Vendor Name ASSOCIATED SUPPLY COMPANY, INC					Total Vendor Amount 332.90
Payment Type Check	Payment Number	Remittance Address 12805 U.S. 290 MANOR, Texas 78653-	Payment Date 10/05/2021			Payment Amount 332.90
Payable Number <u>PSO267289-1</u>	Description CUST # BP0068193 WHEEL	Payable Date 09/15/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 332.90	

Vendor Number <u>AT0189</u>	Vendor Name AT&T					Total Vendor Amount 28,094.23
Payment Type Check	Payment Number	Remittance Address P.O. BOX 5001 CAROL STREAM, Illinois 60197-5001	Payment Date 10/05/2021			Payment Amount 28,094.23
Payable Number <u>09-05-21 to 10-05-21</u>	Description AT & T Blanket Purchase Order	Payable Date 09/05/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 28,094.23	

Vendor Number <u>AXOENT</u>	Vendor Name AXON ENTERPRISE, INC.					Total Vendor Amount 1,852.16
Payment Type Check	Payment Number	Remittance Address 17800 NORTH 85TH STREET SCOTTSDALE, Arizona 85255-	Payment Date 10/05/2021			Payment Amount 1,852.16
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INUS005440</u>	Axon order for Constable Bell	08/07/2021	10/11/2021	0.00	1,627.94	
<u>INUS008661</u>	PO Addition for additional invoices	09/16/2021	10/11/2021	0.00	201.91	
<u>INUS014429</u>	PO Addition for additional invoices	09/09/2021	10/11/2021	0.00	22.31	

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Number BAKDJS	Vendor Name BAKER DISTRIBUTING COMPANY				Total Vendor Amount 127.91
Payment Type Check	Payment Number	Remittance Address P.O. BOX 848459 DALLAS, Texas 75284-8459	Payment Date 10/05/2021	Payment Amount 127.91	
Payable Number CL76297	Description CUST # 047519 HSE 120V WATER INLET VLV	Payable Date 09/24/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 127.91

Vendor Number BARROB	Vendor Name BARBARA J. ROBIROS				Total Vendor Amount 2,455.00
Payment Type Check	Payment Number	Remittance Address 6708 MANCHACA RD., UNIT 30 AUSTIN, Texas 78745-	Payment Date 10/05/2021	Payment Amount 2,455.00	
Payable Number 19-161	Description CAUSE # 19-161 KIP COFFMAN	Payable Date 09/29/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 500.00
47673	CAUSE # 47673 ALYSSA OROZCO	08/25/2021	10/12/2021	0.00	600.00
49059 / 48400	CAUSE # 49059 & 48400 NATALIE REYES	08/23/2021	10/12/2021	0.00	705.00
49102	CAUSE # 49102 BRANDON CEASAR	08/16/2021	10/12/2021	0.00	650.00

Vendor Number BARINC	Vendor Name BARCODES INC, LLC				Total Vendor Amount 213.65
Payment Type Check	Payment Number	Remittance Address PO BOX 95637 CHICAGO, Illinois 60694-5637	Payment Date 10/05/2021	Payment Amount 213.65	
Payable Number INV6679431	Description ACCT # CATX3901 TT PAPER 1780 LABELS	Payable Date 09/21/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 213.65

Vendor Number BRAMAT	Vendor Name BRAUNTEX MATERIALS, INC.				Total Vendor Amount 222,826.80
Payment Type Check	Payment Number	Remittance Address PO BOX 312622 NEW BRAUNFELS, Texas 78131-2622	Payment Date 10/05/2021	Payment Amount 222,826.80	
Payable Number 126460	Description RFB 20CCP06B Road Materials	Payable Date 08/30/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 180,534.00
127104	RFB 20CCP06B Road Materials	09/13/2021	10/11/2021	0.00	18,030.00
127345	RFB 20CCP06B Road Materials	09/20/2021	10/11/2021	0.00	24,262.80

Vendor Number CALEM3	Vendor Name CALDWELL COUNTY EMERGENCY SERVICES DIST # 3				Total Vendor Amount 5,000.00
Payment Type Check	Payment Number	Remittance Address PO BOX 356 MARTINDALE, Texas 78655-	Payment Date 10/05/2021	Payment Amount 5,000.00	
Payable Number 2021-1B	Description MOU Emergency Management River Patrol	Payable Date 05/29/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 200.00
2021-1C	MOU Emergency Management River Patrol	05/30/2021	10/12/2021	0.00	300.00
2021-1D	MOU Emergency Management River Patrol	05/31/2021	10/11/2021	0.00	400.00
2021-2B	MOU Emergency Management River Patrol	06/05/2021	10/11/2021	0.00	300.00
2021-2C	MOU Emergency Management River Patrol	06/06/2021	10/11/2021	0.00	200.00
2021-3B	MOU Emergency Management River Patrol	06/12/2021	10/11/2021	0.00	300.00
2021-3C	MOU Emergency Management River Patrol	06/13/2021	10/11/2021	0.00	300.00
2021-4B	MOU Emergency Management River Patrol	06/19/2021	10/11/2021	0.00	300.00
2021-4C	MOU Emergency Management River Patrol	06/20/2021	10/11/2021	0.00	300.00
2021-5B	MOU Emergency Management River Patrol	06/26/2021	10/11/2021	0.00	300.00
2021-5C	MOU Emergency Management River Patrol	06/27/2021	10/11/2021	0.00	100.00
2021-6B	MOU Emergency Management River Patrol	07/03/2021	10/11/2021	0.00	400.00
2021-6C	MOU Emergency Management River Patrol	07/04/2021	10/11/2021	0.00	400.00
2021-7B	MOU Emergency Management River Patrol	07/10/2021	10/11/2021	0.00	200.00
2021-7C	MOU Emergency Management River Patrol	07/11/2021	10/11/2021	0.00	300.00
2021-8B	MOU Emergency Management River Patrol	07/17/2021	10/11/2021	0.00	300.00
2021-8C	MOU Emergency Management River Patrol	07/17/2021	10/11/2021	0.00	200.00
2021-9C	MOU Emergency Management River Patrol	07/25/2021	10/11/2021	0.00	200.00

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Number	Vendor Name				Total Vendor Amount
<u>CALTAX</u>	CALDWELL COUNTY TAX ASSESSOR				60.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1097082 2021</u>	VIN # ENDS W/7553 LICENSE # 1097082 JUV PROB	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1263102 2021</u>	VIN # ENDS W/3498 LICENSE # 126102 - UNIT ROAD	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1263117 2021</u>	VIN # ENDS W/7010 LICENSE # 1263117 JAIL	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1263147 2021</u>	VIN # ENDS W/1422 LICENSE # 1263147 CONST # 1	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1263149 2021</u>	VIN # ENDS W/2369 LICENSE # 1263149	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1342537</u>	VIN # ENDS W/7289 LICENSE # 1342537 JUV PROB	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1364124</u>	VIN # ENDS W/9113 LICENSE # 1364124 SHERIFF	09/01/2021	10/12/2021	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		10/05/2021	7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>CNH5670 2021</u>	VIN # ENDS W/6087	09/01/2021	10/12/2021	0.00	7.50

Vendor Number	Vendor Name				Total Vendor Amount
<u>CARBUR</u>	CAROLYN I. BURKLUND				600.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount
Check		COURT REPORTER 2634 ARROYA DOBLE SAN MARCOS, Texas 78666		10/05/2021	600.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>82521</u>	LINDA RODRIGUEZ - VISITNG JUDGE 9/10/21	08/25/2021	10/12/2021	0.00	600.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>CENAUT</u>	CENTRAL TEXAS AUTOPSY, PLLC				4,900.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount
Check		1515 S. COMMERCE ST. LOCKHART, Texas 78644		10/05/2021	4,900.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>13365</u>	Autopsy Blanket PO	04/19/2021	10/11/2021	0.00	2,100.00
<u>13450</u>	Autopsy Blanket PO	09/21/2021	10/12/2021	0.00	2,800.00

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Number CENAIR	Vendor Name CENTURY HVAC DISTRIBUTING				Total Vendor Amount 1.59
Payment Type Check	Payment Number	Remittance Address PO BOX 301290 DALLAS, Texas 75303-1290	Payment Date 10/05/2021	Payment Amount 1.59	
Payable Number 11033315	Description SERVICE CHARGE	Payable Date 08/31/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 1.59

Vendor Number CHALAU	Vendor Name CHARLES E. LAURENCE, M.D.				Total Vendor Amount 1,000.00
Payment Type Check	Payment Number	Remittance Address 1301 SOUTH MEDINA LOCKHART, Texas 78644	Payment Date 10/05/2021	Payment Amount 1,000.00	
Payable Number 71518	Description Medical Director	Payable Date 09/03/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 1,000.00

Vendor Number CINDUR	Vendor Name CINDY A. DURAN				Total Vendor Amount 3,745.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 3043 UNIVERSAL CITY, Texas 78148	Payment Date 10/05/2021	Payment Amount 3,745.00	
Payable Number 19-FL-484_2	Description CAUSE # 19-FL-484 C.S.S.JR./E.N.S./C.C.S./S.A.U.	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 1,288.00
19-FL-617_2	CAUSE # 19-FL-617 A.J./B.J./C.J./D.J.	09/22/2021	10/12/2021	0.00	805.00
20-FL-289_1	CAUSE # 20-FL-289 M.J.B. / M.K.A.	09/22/2021	10/12/2021	0.00	1,008.00
20-FL-382_2	CAUSE # 20-FL-382 C.H.	09/22/2021	10/12/2021	0.00	406.00
21-FL-093_2	CAUSE # 21-FL-093 S.T.	09/22/2021	10/12/2021	0.00	238.00

Vendor Number CINTAS	Vendor Name CINTAS CORPORATION #86				Total Vendor Amount 5,487.13
Payment Type Check	Payment Number	Remittance Address PO BOX 650838 DALLAS, Texas 75265-0838	Payment Date 10/05/2021	Payment Amount 5,487.13	
Payable Number 4094687260	Description SOLD TO # 13232687 PAYER # 13243034	Payable Date 09/02/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 169.88
4094687343	SOLD TO # 13228849 PAYER # 13243034	09/02/2021	10/12/2021	0.00	249.73
4094687409	SOLD TO # 13232664 PAYER # 13243034	09/02/2021	10/12/2021	0.00	759.85
4094687434	SOLD TO # 13228085 PAYER # 13242165	09/02/2021	10/12/2021	0.00	88.30
4095467337	SOLD TO # 13228849 PAYER # 13243034	09/10/2021	10/12/2021	0.00	249.73
4095467363	SOLD TO # 13232687 PAYER # 13243034	09/10/2021	10/12/2021	0.00	169.88
4095467399	SOLD TO # 13228085 PAYER # 13242165	09/10/2021	10/12/2021	0.00	88.30
4095467411	SOLD TO # 13232664 PAYER # 13243034	09/10/2021	10/12/2021	0.00	744.20
4095467733	SOLD TO # 13228013 PAYER # 13242157	09/10/2021	10/12/2021	0.00	104.93
4096006508	SOLD TO # 13228849 PAYER # 13243034	09/16/2021	10/12/2021	0.00	249.73
4096006514	SOLD TO # 13232687 PAYER # 13243034	09/16/2021	10/12/2021	0.00	169.88
4096006545	SOLD TO # 13228085 PAYER # 13242165	09/16/2021	10/12/2021	0.00	88.30
4096006635	SOLD TO # 13232664 PAYER # 13243034	09/16/2021	10/12/2021	0.00	959.00
4096006876	SOLD TO # 13228013 PAYER # 13242157	09/16/2021	10/12/2021	0.00	104.93
4096688682	SOLD TO # 13232687 PAYER # 13243034	09/23/2021	10/12/2021	0.00	142.53
4096688708	SOLD TO # 13228849 PAYER # 13243034	09/23/2021	10/12/2021	0.00	291.63
4096688788	SOLD TO # 13228085 PAYER # 13242165	09/23/2021	10/12/2021	0.00	88.30
4096688876	SOLD TO # 13232664 PAYER # 13243034	09/23/2021	10/12/2021	0.00	558.17
4096689122	SOLD TO # 13228013 PAYER # 13242157	09/23/2021	10/12/2021	0.00	104.93
4097394058	SOLD TO # 13228013 PAYER # 13242157	09/30/2021	10/12/2021	0.00	104.93

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Number CINFIR	Vendor Name CINTAS FAS LOCKBOX 636525				Total Vendor Amount 177.01
Payment Type Check	Payment Number	Remittance Address P.O. BOX 631025 CINCINNATI, Ohio 45263-1025	Payment Date 10/05/2021	Payment Amount 177.01	
Payable Number 5076567730	Description CUST # 10344330 EYE WASH STATION SERVICE	Payable Date 09/16/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 177.01

Vendor Number CITLUL	Vendor Name CITY OF LULING EMS				Total Vendor Amount 65,577.44
Payment Type Check	Payment Number	Remittance Address 529 E. CROCKETT LULING, Texas 78648	Payment Date 10/05/2021	Payment Amount 65,577.44	
Payable Number 06.30.2021 June	Description City of Luling EMS	Payable Date 09/16/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 65,577.44

Vendor Number CLIMCC	Vendor Name CLIFFORD W. MCCORMACK				Total Vendor Amount 1,740.00
Payment Type Check	Payment Number	Remittance Address ATTORNEY AT LAW 174 S. GUADALUPE, SUITE 106 SAN MARCOS, Texas 78666	Payment Date 10/05/2021	Payment Amount 1,740.00	
Payable Number 19-169	Description CAUSE # 19-169 SANDRA TREVINO	Payable Date 09/28/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 855.00
48340	CAUSE # 48340 JAMES DEGARMO	08/26/2021	10/12/2021	0.00	545.00
48641	CAUSE # 48641 JOHN DEARING	08/25/2021	10/12/2021	0.00	340.00

Vendor Number CLOEQU	Vendor Name CLOSNER EQUIPMENT CO. INC.				Total Vendor Amount 147.16
Payment Type Check	Payment Number	Remittance Address PO BOX 917 SCHERTZ, Texas 78154	Payment Date 10/05/2021	Payment Amount 147.16	
Payable Number 0068784	Description CUST ID; CALDWELL ROSCO, COUPLING	Payable Date 09/09/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 147.16

Vendor Number COLWIS	Vendor Name COLIN WISE				Total Vendor Amount 300.00
Payment Type Check	Payment Number	Remittance Address 1921 CORPORATE DR., SUITE 102 SAN MARCOS, Texas 78666	Payment Date 10/05/2021	Payment Amount 300.00	
Payable Number 46.359	Description CAUSE # 46,359 KHADIAN ISLAM	Payable Date 08/11/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 300.00

Vendor Number COLMAT	Vendor Name COLORADO MATERIALS, LTD.				Total Vendor Amount 164,491.39
Payment Type Check	Payment Number	Remittance Address PO BOX 2109 SAN MARCOS, Texas 78667-2109	Payment Date 10/05/2021	Payment Amount 164,491.39	
Payable Number 320616	Description Blanket PO for RFB 20CCP05B	Payable Date 09/11/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 16,180.27
320617	Blanket PO for RFB 20CCP05B	09/11/2021	10/11/2021	0.00	58,415.40
321060	Blanket PO for RFB 20CCP05B	09/18/2021	10/11/2021	0.00	65,629.19
321061	Blanket PO for RFB 20CCP05B	09/18/2021	10/11/2021	0.00	4,294.47
321062	Blanket PO for RFB 20CCP05B	09/18/2021	10/11/2021	0.00	19,972.06

Payment Register

APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Number	Vendor Name				Total Vendor Amount
COTSAF	COTHRON'S SAFE & LOCK				4,858.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		8120 EXCHANGE DR., STE 100 AUSTIN, Texas 78754	10/05/2021	4,858.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1260931	DOOR OPERATOR W/ LEVER ARM	09/08/2021	10/11/2021	0.00	4,858.75
DANMCC	DAN MCCORMACK				800.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		174 S. GUADALUPE SUITE 106 SAN MARCOS, Texas 78666	10/05/2021	800.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
48,378	CAUSE # 48,378 TERRIL AAVIS	08/12/2021	10/12/2021	0.00	800.00
DARLAW	DARLA LAW				247.52
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		738 YOUNG LANE LOCKHART, Texas 78644-3808	10/05/2021	247.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
93021	TRAVEL FOR SEPT 2021	09/30/2021	10/12/2021	0.00	247.52
DAVBRO	DAVID BROOKS, ATTORNEY AT LAW				100.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 12303 CAPITOL STATION AUSTIN, Texas 78711	10/05/2021	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
92021	MONTH OF SEPT 2021	09/30/2021	10/12/2021	0.00	100.00
DAVKAU	DAVIS KAUFMAN, PLLC				4,000.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		508 WEST 14TH ST AUSTIN, Texas 78701-	10/05/2021	4,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1746	Davis Kaufman	09/27/2021	10/11/2021	0.00	4,000.00
DENENG	DENNIS ENGELKE				161.73
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		110 MAIN STREET LOCKHART, Texas 78644-	10/05/2021	161.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
92021	TRAVEL FOR 8/10 - 9/19/21	09/20/2021	10/12/2021	0.00	161.73
DEWPOT	DEWITT POTHS & SON				2,476.98
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 487 YOAKUM, Texas 77995	10/05/2021	2,476.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
651151-0	ACCT # 12430 CALC, PRNT, MINI, DSKTP, 12DGT	07/30/2021	10/12/2021	0.00	159.51
651494-0	ACCT # 12430 EARPHONES, STEREO	08/03/2021	10/12/2021	0.00	194.80
654358-1	ACCT # 12430 NOTES, SUPRSTKY, 3X3, 24PK,AST	09/08/2021	10/12/2021	0.00	31.54
654662-1	ACCT # 12430 SPRAY, DISINF, CRSPLIN, 2PK	09/27/2021	10/12/2021	0.00	41.82
656207-0	ACCT # 12430 SCANNER, IMAGE FORMULA,	09/15/2021	10/12/2021	0.00	472.37
656226-0	ACCT # 12430 SCANNER, IMAGE FORMULA,	09/15/2021	10/12/2021	0.00	438.31
656756-0	ACCT # 12430 BOX, STORAGE, MED, 12PK, WE	09/20/2021	10/12/2021	0.00	91.59
657170-0	ACCT # 12430 WALLCAL, MONTHLY, MEDIUM	09/21/2021	10/12/2021	0.00	192.97

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657172-0	ACCT # 12430 SPOTPAPER - LETTER	09/21/2021	10/12/2021	0.00	81.55
657237-0	ACCT # 12430 BATTERIES, ALKINE, MAX, AA, 24	09/22/2021	10/12/2021	0.00	194.01
657256-0	ACCT # 12430 ENVELOPES	09/22/2021	10/12/2021	0.00	125.00
657260-0	ACCT # 12430 HOOK, COAT, WALL MOUNT, 6 HOOK	09/22/2021	10/12/2021	0.00	262.83
657310-0	ACCT # 12430 KIT, CASTER, 4 PK	09/22/2021	10/12/2021	0.00	190.68

Vendor Number DOUASS	Vendor Name DOUCET & ASSOCIATES, INC				Total Vendor Amount 84,380.00
Payment Type Check	Payment Number	Remittance Address 7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	Payment Date 10/05/2021	Payment Amount 84,380.00	
Payable Number 2108045	Description TWDB engineering fees	Payable Date 08/27/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 84,380.00

Vendor Number E&RSUP	Vendor Name E & R SUPPLY CO., INC				Total Vendor Amount 178.82
Payment Type Check	Payment Number	Remittance Address 1717 S. CHADBOURNE SAN ANGELO, Texas 76903-	Payment Date 10/05/2021	Payment Amount 178.82	
Payable Number 222675	Description ACCT # 0023750 PUNCH LOK INSTALLED	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 178.82

Vendor Number EDOTEK	Vendor Name EDOC TECHNOLOGIES, INC.				Total Vendor Amount 9,080.00
Payment Type Check	Payment Number	Remittance Address ACCOUNTING OFFICE 301 S. MAIN ST. MCGREGOR, Texas 76657	Payment Date 10/05/2021	Payment Amount 9,080.00	
Payable Number 19386	Description EdocTec Annual Maintenance	Payable Date 05/01/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 9,080.00

Vendor Number ELSLAC	Vendor Name ELSIE LACY				Total Vendor Amount 836.78
Payment Type Check	Payment Number	Remittance Address 1001 S. GUADALUPE ST. APT #514 LOCKHART, Texas 78644-	Payment Date 10/05/2021	Payment Amount 836.78	
Payable Number 92021	Description MILEAGE 9/1 - 21/21	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 142.64
Payable Number 9222021	Description TRAVEL TO TEMPLE 9/13-16/21	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 694.14

Vendor Number ERGASP	Vendor Name ERGON ASPHALT AND EMULSIONS, INC.				Total Vendor Amount 55,331.76
Payment Type Check	Payment Number	Remittance Address DEPT #2135 P O BOX 11407 BIRMINGHAM, Alabama 35246-2135	Payment Date 10/05/2021	Payment Amount 55,331.76	
Payable Number 9402546321	Description Ergon Asphalt Blanket Purchase Order	Payable Date 08/31/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 4,944.36
Payable Number 9402547537	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/01/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 4,962.03
Payable Number 9402547644	Description Ergon Asphalt Blanket Purchase Order	Payable Date 08/19/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 4,815.03
Payable Number 9402548474	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/02/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,051.07
Payable Number 9402549549	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/03/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 4,947.14
Payable Number 9402550275	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/03/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,118.97
Payable Number 9402551808	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/08/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,133.03
Payable Number 9402552946	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/08/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,035.08
Payable Number 9402553118	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/09/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,015.05
Payable Number 9402554270	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/10/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,178.98
Payable Number 9402557787	Description Ergon Asphalt Blanket Purchase Order	Payable Date 09/09/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,131.02

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Vendor Number <u>EWEAC</u>	Vendor Name EWEAC					Total Vendor Amount 5,600.00
Payment Type Check	Payment Number	Remittance Address 1218 Water Park Rd Wimberly, Texas 78676		Payment Date 10/05/2021		Payment Amount 5,600.00
Payable Number <u>09-28-2021</u>	Description servcies 9-22 to 10-31		Payable Date 09/28/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 5,600.00

Vendor Number <u>FARBRO</u>	Vendor Name FARMER BROTHERS. CO.					Total Vendor Amount 569.88
Payment Type Check	Payment Number	Remittance Address PO BOX 732855 DALLAS, Texas 75373-2855		Payment Date 10/05/2021		Payment Amount 569.88
Payable Number <u>83462919</u>	Description Farmers Brothers Coffee Blanket PO		Payable Date 09/14/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 569.88

Vendor Number <u>FERRUJ</u>	Vendor Name FERNANDO RUIZ					Total Vendor Amount 550.00
Payment Type Check	Payment Number	Remittance Address 1007 E. 7TH ST AUSTIN, Texas 78702-		Payment Date 10/05/2021		Payment Amount 550.00
Payable Number <u>48,360</u>	Description CAUSE # 48,360 JOE ANGEL ALVERADO		Payable Date 08/10/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 550.00

Vendor Number <u>FERRIOS</u>	Vendor Name FERRIS JOSEPH PRODUCE, INC.					Total Vendor Amount 1,464.61
Payment Type Check	Payment Number	Remittance Address 113 BUFKIN LN LOCKHART, Texas 78644		Payment Date 10/05/2021		Payment Amount 1,464.61
Payable Number <u>118095</u>	Description Blanket PO for Jail		Payable Date 09/09/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 13.75
<u>118101</u>	Blanket PO for Jail		09/10/2021	10/11/2021	0.00	164.00
<u>118146</u>	Blanket PO for Jail		09/11/2021	10/11/2021	0.00	56.16
<u>118152</u>	Blanket PO for Jail		09/13/2021	10/11/2021	0.00	65.50
<u>118180</u>	Blanket PO for Jail		09/16/2021	10/11/2021	0.00	95.75
<u>118185</u>	Blanket PO for Jail		09/17/2021	10/11/2021	0.00	190.50
<u>118239</u>	Blanket PO for Jail		09/18/2021	10/11/2021	0.00	161.50
<u>118240</u>	Blanket PO for Jail		09/20/2021	10/11/2021	0.00	70.50
<u>118258</u>	Blanket PO for Jail		09/21/2021	10/11/2021	0.00	50.00
<u>118277</u>	Blanket PO for Jail		09/23/2021	10/11/2021	0.00	108.75
<u>118283</u>	Blanket PO for Jail		09/24/2021	10/11/2021	0.00	193.20
<u>118294</u>	Blanket PO for Jail		09/25/2021	10/11/2021	0.00	32.50
<u>118334</u>	Blanket PO for Jail		09/25/2021	10/11/2021	0.00	126.50
<u>118339</u>	Blanket PO for Jail		09/27/2021	10/11/2021	0.00	136.00

Vendor Number <u>FUEMAN</u>	Vendor Name FLEETCOR TECHNOLOGIES, INC					Total Vendor Amount 20,073.09
Payment Type Check	Payment Number	Remittance Address P.O. BOX 70887 CHARLOTTE, North Carolina 28272-0887		Payment Date 10/05/2021		Payment Amount 20,073.09
Payable Number <u>NP60790959</u>	Description ACCT # BG114286	8/30 - 9/26/21	Payable Date 09/27/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 20,073.09

Vendor Number <u>BUTBAK</u>	Vendor Name FLOWERS BAKING CO. OF SAN ANTONIO					Total Vendor Amount 298.80
Payment Type Check	Payment Number	Remittance Address P.O. BOX 841940 DALLAS, Texas 75284		Payment Date 10/05/2021		Payment Amount 298.80
Payable Number <u>3038386058</u>	Description Blanket PO for Jail		Payable Date 09/20/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 298.80

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Vendor Number <u>FREAU</u>	Vendor Name FREIGHTLINER OF AUSTIN					Total Vendor Amount 1,705.64
Payment Type Check	Payment Number	Remittance Address 1701 SMITH ROAD AUSTIN, Texas 78721		Payment Date 10/05/2021	Payment Amount 1,705.64	
Payable Number <u>4915B5C</u>	Description AC Compressor and installation	Payable Date 08/10/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 1,705.64	

Vendor Number <u>GLEGRU</u>	Vendor Name GLEN A. GRUNBERGER					Total Vendor Amount 1,204.00
Payment Type Check	Payment Number	Remittance Address 9901 BRODIE LN # 160-257 AUSTIN, Texas 78748		Payment Date 10/05/2021	Payment Amount 1,204.00	
Payable Number <u>13-FL-183_13</u>	Description CAUSE # 13-FL-183 E.L. & E D L L	Payable Date 08/10/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 49.00	
<u>20-FL-086_2</u>	CAUSE # 20-FL-086 J.Y. & J.A.Y.	08/10/2021	10/12/2021	0.00	518.00	
<u>20-FL-412_3</u>	CAUSE # 20-FL-412 P.A. / A.A. / K.A.	08/10/2021	10/12/2021	0.00	434.00	
<u>21-FL-276</u>	CAUSE # 21-FL-276 J.V.	08/10/2021	10/12/2021	0.00	203.00	

Vendor Number <u>GONBU</u>	Vendor Name GONZALES BUILDING CENTER					Total Vendor Amount 1,215.00
Payment Type Check	Payment Number	Remittance Address 304 E HWY 90-A GONZALES,, Texas 78629		Payment Date 10/05/2021	Payment Amount 1,215.00	
Payable Number <u>50768182</u>	Description Multi Fold Towel	Payable Date 08/06/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 1,215.00	

Vendor Number <u>GOOAU</u>	Vendor Name GOODYEAR AUTO SERVICE CENTER					Total Vendor Amount 1,112.08
Payment Type Check	Payment Number	Remittance Address 219 E. HOPKINS SAN MARCOS, Texas 78666		Payment Date 10/05/2021	Payment Amount 1,112.08	
Payable Number <u>237950</u>	Description Tires	Payable Date 09/10/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 1,112.08	

Vendor Number <u>GRAING</u>	Vendor Name GRAINGER					Total Vendor Amount 11.32
Payment Type Check	Payment Number	Remittance Address DEPT-841505548 PO BOX 419267 KANSAS CITY, Missouri 64141-6267		Payment Date 10/05/2021	Payment Amount 11.32	
Payable Number <u>9037267722</u>	Description ACCT # 841505548 PLUG ADAPTER, 3 OUTLETS, WHITE,	Payable Date 08/27/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 11.32	

Vendor Number <u>GTDIST</u>	Vendor Name GT DISTRIBUTORS, INC.					Total Vendor Amount 54.95
Payment Type Check	Payment Number	Remittance Address PO BOX 16080 AUSTIN, Texas 78761-6080		Payment Date 10/05/2021	Payment Amount 54.95	
Payable Number <u>INV0863015</u>	Description CUST # 0064727 HORNADY FRONTIER	Payable Date 09/09/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 54.95	

Vendor Number <u>HANEQU</u>	Vendor Name HANSON EQUIPMENT					Total Vendor Amount 684.09
Payment Type Check	Payment Number	Remittance Address DOUGLAS D. SPILLMANN 1412 S. COLORADO LOCKHART, Texas 78644		Payment Date 10/05/2021	Payment Amount 684.09	
Payable Number <u>288554</u>	Description # CAL001 CONE LM297749	Payable Date 09/01/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 79.58	
<u>288652</u>	# CAL001 SPINDLE WASHER 1.06" X 2"	09/07/2021	10/12/2021	0.00	13.90	
<u>288717</u>	# CAL001 BLADE-BUSH HOG	09/09/2021	10/12/2021	0.00	290.74	
<u>288739</u>	# CAL001 BLADE-RHINO-CW-SR15	09/09/2021	10/12/2021	0.00	103.58	

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288740	# CAL001 BLADE-RHINO-CCW-FL15,SR15,C	09/09/2021	09/09/2021	0.00	-108.34
288876	# CAL001 CONE, LM67048	09/15/2021	10/12/2021	0.00	160.65
288948	INJECTION LINE #1	09/17/2021	10/12/2021	0.00	129.98
289032	# CAL001 MOUNT TIRE	09/22/2021	10/12/2021	0.00	14.00

Vendor Number **HEAHQI** Vendor Name HEATHER HOLDEN CSR Total Vendor Amount 1,200.00

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 1611 SUNBLOSSOM CIRCLE
 NEW BRAUNFELS, Texas 78130
 10/05/2021 1,200.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CALDCCAL031621	SERVICES FOR 3/16/21	03/16/2021	10/12/2021	0.00	600.00
CALDCCAL092021	SERVICES 9/20/2018	09/20/2021	10/12/2021	0.00	600.00

Vendor Number **HOLCAS** Vendor Name HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY Total Vendor Amount 4,130.00

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 P.O. BOX 650345
 DALLAS, Texas 75265-0345
 10/05/2021 4,130.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
WIEZ0029397	PERFORM PM3 1000 HOUR/LOAD BANK TEST GEN.SET	08/26/2021	10/11/2021	0.00	4,130.00

Vendor Number **INTBAT** Vendor Name INTERSTATE BATTERIES-METRO AUSTIN Total Vendor Amount 544.43

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 P.O. BOX 17187
 AUSTIN, Texas 78744-
 10/05/2021 544.43

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
380020850	ACCT # 3810	07/14/2021	07/14/2021	0.00	-27.73
380021374	Blanket PO for Interstate Battery	08/27/2021	10/11/2021	0.00	143.04
380021714	Blanket PO for Interstate Battery	09/24/2021	10/11/2021	0.00	429.12

Vendor Number **EARPLA** Vendor Name JOHN DEERE FINANCIAL Total Vendor Amount 61.92

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 P.O. BOX 650215
 DALLAS, Texas 75265-0215
 10/05/2021 61.92

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2109-071916	ACCT # 1-99 HRDW AC SMK ALRM	09/14/2021	10/12/2021	0.00	21.99
2109-082647	ACCT # 1-99 BATTERY ALKLN DURA	09/28/2021	10/12/2021	0.00	5.59
2109-084235	ACCT # 1-99 KILLR INDOOR 24 OZ	09/30/2021	10/12/2021	0.00	34.34

Vendor Number **KLEAND** Vendor Name KLEON C. ANDREADIS Total Vendor Amount 650.00

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 608 W. 12TH STREET
 AUSTIN, Texas 78701-
 10/05/2021 650.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21-074	CAUSE # 21-074 MICHAEL CHRISTOPHER HERNANDEZ	09/20/2021	10/12/2021	0.00	650.00

Vendor Number **LAWFNE** Vendor Name LAW ENFORCEMENT SYSTEMS, INC. Total Vendor Amount 216.00

Payment Type **Check** Payment Number Remittance Address Payment Date Payment Amount
 PO BOX 1835
 CORSICANA, Texas 75151-1835
 10/05/2021 216.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
214609	ACCT # 78644 TX TRAFFIC TICKETS W/WARNINGS	09/10/2021	10/12/2021	0.00	216.00

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Vendor Number <u>LELMOR</u>	Vendor Name LELTON WAYNE MORSE				Total Vendor Amount 185.00
Payment Type Check	Payment Number	Remittance Address 413 WILKES HILL KINGSBURY, Texas 78638-	Payment Date 10/05/2021	Payment Amount 185.00	
Payable Number <u>200</u>	Description LODGING FOR 2021 TCAA FALL RETREAT	Payable Date 09/21/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 185.00

Vendor Number <u>THOLEQ</u>	Vendor Name LEON TRANSLATIONS				Total Vendor Amount 225.00
Payment Type Check	Payment Number	Remittance Address THOMAS LEON 7200 ANAQUA DR. AUSTIN, Texas 78750	Payment Date 10/05/2021	Payment Amount 225.00	
Payable Number <u>21645</u>	Description CAUSE # 7060 JUDGE BARBARA MOLINA	Payable Date 09/13/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 225.00

Vendor Number <u>LOCTRU</u>	Vendor Name LOCKHART HARDWARE				Total Vendor Amount 735.77
Payment Type Check	Payment Number	Remittance Address 518 W SAN ANTONIO LOCKHART, Texas 78644-	Payment Date 10/05/2021	Payment Amount 735.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>38567 /1</u>	CUST # 11239 BLANK WALL PLATE 1G IVORY	09/03/2021	10/12/2021	0.00	3.95
<u>38601 /1</u>	CUST # 11239 BOX HANDY 1-7/8" D 1/2 KO	09/07/2021	10/12/2021	0.00	3.98
<u>38700 /1</u>	CUST # 11239 RYL P&p FLT NB 1 QT	09/14/2021	10/12/2021	0.00	14.99
<u>38705 /1</u>	CUST # 11239 MOTOMIX 1 GALLON CAN	09/14/2021	10/12/2021	0.00	96.45
<u>38720 /1</u>	CUST # 11239 COUPL BRS 3/4 FH-1/2 MP ACE	09/15/2021	10/12/2021	0.00	7.99
<u>38736 /1</u>	CUST # 11239 CM SOCKET 1/4DR 10MM 6PT	09/16/2021	10/12/2021	0.00	142.15
<u>38750 /1</u>	CUST # 11239 DOUBLE SIDED KEYS	09/17/2021	10/12/2021	0.00	9.96
<u>38779 /1</u>	CUST # 11239 ADJ SPRKLR 1800 4" HI-EF	09/21/2021	10/12/2021	0.00	21.77
<u>38785 /1</u>	CUST # 11239 5LB .105 BLACK DIAMOND	09/21/2021	10/12/2021	0.00	57.99
<u>38794 /1</u>	CUST 3 11239 GFCI ST RECEPT 15A WHT	09/22/2021	10/12/2021	0.00	77.13
<u>38802 /1</u>	CUST # 11239 WASP & HORNET KILLR 20 OZ	09/22/2021	10/12/2021	0.00	11.59
<u>38803 /1</u>	CUST # 11239 MOTOMIX 1 GALLON CAN	09/22/2021	10/12/2021	0.00	247.86
<u>38804 /1</u>	CUST # 11239 LABOR	09/22/2021	10/12/2021	0.00	10.00
<u>38806 /1</u>	CUST # 11239 PV RP CPL S40 1" CX1" C	09/22/2021	10/12/2021	0.00	7.99
<u>38828 /1</u>	CUST # 11239 COUPLHOSE 1/2" FM CLINCH	09/23/2021	10/12/2021	0.00	11.98
<u>38874 /1</u>	CUST # 11239 BATTERY ALKLN DURA GV CD2	09/29/2021	10/12/2021	0.00	9.99

Vendor Number <u>LOCMOT</u>	Vendor Name LOCKHART MOTOR CO.,INC.				Total Vendor Amount 343.84
Payment Type Check	Payment Number	Remittance Address P.O. BOX 208 LOCKHART, Texas 78644	Payment Date 10/05/2021	Payment Amount 343.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>C131991</u>	CUST # 3810 2020 FORD POLICE INT	09/15/2021	10/12/2021	0.00	120.00
<u>T48787</u>	CUST # 3810 CABLE ASY - SELECTOR	09/13/2021	10/12/2021	0.00	48.19
<u>T48832</u>	CUST # 3810 KIT - TERMINAL	09/22/2021	10/12/2021	0.00	44.28
<u>T48845</u>	CUST # 3810 KIT - ELEMENT & GASK	09/28/2021	10/12/2021	0.00	131.37

Vendor Number <u>ICOJAN</u>	Vendor Name M.B. HAMMO ENTERPRISES, LLC				Total Vendor Amount 594.82
Payment Type Check	Payment Number	Remittance Address 101 UHLAND RD. BLDG. C SAN MARCOS, Texas 78666	Payment Date 10/05/2021	Payment Amount 594.82	
Payable Number <u>10221</u>	Description Jco Janitorial Supply Blanket PO	Payable Date 09/15/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 594.82

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Vendor Number <u>MALSAF</u>	Vendor Name MALLORY SAFETY AND SUPPLY, LLC				Total Vendor Amount 124.99
Payment Type Check	Payment Number	Remittance Address P.O. BOX 2068 LONGVIEW, Washington 98632	Payment Date 10/05/2021	Payment Amount 124.99	
Payable Number <u>5182710</u>	Description CUST ID: 119953 CUSTOM BADGE SEE SPECS	Payable Date 09/21/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 124.99

Vendor Number <u>MARPLU</u>	Vendor Name MARK'S PLUMBING PARTS				Total Vendor Amount 55.11
Payment Type Check	Payment Number	Remittance Address P.O. BOX 121554 FORT WORTH, Texas 76121-1554	Payment Date 10/05/2021	Payment Amount 55.11	
Payable Number <u>INV001971244</u>	Description CUST ID: 278898 ACORN SHOWER HEAD BRACKET	Payable Date 09/20/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 55.11

Vendor Number <u>PRECOM</u>	Vendor Name NIVLU CORP				Total Vendor Amount 498.62
Payment Type Check	Payment Number	Remittance Address 8407 PINEHURST DR TAMPA, Florida 33615-	Payment Date 10/05/2021	Payment Amount 498.62	
Payable Number <u>19252</u>	Description SOLVENT DEGREASER	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 498.62

Vendor Number <u>OFFIDE</u>	Vendor Name OFFICE DEPOT				Total Vendor Amount 2,699.04
Payment Type Check	Payment Number	Remittance Address PO BOX 88040 CHICAGO, Illinois 60680-1040	Payment Date 10/05/2021	Payment Amount 2,699.04	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>166172261002</u>	ACCT # 43682634 NOTEBOOK, SRL, 55,180C,CR	04/26/2021	10/12/2021	0.00	13.45
<u>166207091001</u>	ACCT # 43682634 USB, 16GB, 3PK, RD, BLU, CZ62	04/26/2021	10/12/2021	0.00	24.99
<u>166207094001</u>	ACCT # 43682634 USB DRIVE 2.0, TT2, 64 GB	04/26/2021	10/12/2021	0.00	29.99
<u>170400922001</u>	ACCT # 43682634 105-KEY TRUFORM 1500 USB	04/26/2021	10/12/2021	0.00	152.97
<u>191250998001</u>	ACCT # 43682634 MAT, COOLING, LAPTOP, BLACK	09/01/2021	10/12/2021	0.00	43.99
<u>191252202001</u>	ACCT # 43682634 MARKER, SHARPIE, FINE, DZ, B	09/01/2021	10/12/2021	0.00	290.86
<u>191252202002</u>	ACCT # 43682634 PEN, PM, INK, JOY, GEL, 0.7, 14	09/02/2021	10/12/2021	0.00	19.59
<u>191252202003</u>	ACCT # 43682634 KEYBOARD, WIRELESS, K360, B	09/09/2021	10/12/2021	0.00	13.99
<u>191252204001</u>	ACCT # 43682634 PEN, FOUNTAIN, DISPSBL,SV	09/01/2021	10/12/2021	0.00	161.49
<u>191252206001</u>	ACCT # 43682634 PRIVACY FILTER FOR 15.6	09/01/2021	10/12/2021	0.00	107.98
<u>191252220001</u>	ACCT # 43682634 USB, ELITE, EDGE, 256GB	09/02/2021	10/12/2021	0.00	101.58
<u>1912522219001</u>	ACCT # 43682634 SIT-STAND RISER 42 INCH	09/02/2021	10/12/2021	0.00	194.05
<u>191252222001</u>	ACCT # 43682634 DESKPAD, AY, STND, CONTEMPO	09/01/2021	10/12/2021	0.00	19.99
<u>191252228001</u>	ACCT # 43682634 ESSENTIAL INTELLECT BLAC	09/02/2021	10/12/2021	0.00	62.98
<u>191752116001</u>	ACCT # 43682634 CHAIR, BG, TALL, HI, BK, LEAT	09/02/2021	10/12/2021	0.00	479.99
<u>192510718001</u>	ACCT # 43682634 PAPER, ASTROBRIGHT 65# LT	09/02/2021	10/12/2021	0.00	72.22
<u>192529024001</u>	ACCT # 43682634 PRT CTR, HVYWGHT, 100 B	09/02/2021	10/12/2021	0.00	30.45
<u>192529027001</u>	ACCT # 43682634 STAND, PRINTER, AXESS, CHOC	09/03/2021	10/12/2021	0.00	119.99
<u>192539730001</u>	ACCT # 43682634 INK, HP, 902, TRI	09/02/2021	10/12/2021	0.00	65.54
<u>192542798001</u>	ACCT # 43682634 PRINTER, INK JET, HP OJPROG	09/03/2021	10/12/2021	0.00	179.99
<u>192886476001</u>	ACCT # 43682634 MARKER, EXPO 2, CHISEL, 8PK	09/16/2021	10/12/2021	0.00	9.02
<u>192917280001</u>	ACCT # 43682634 RISER, DESK, 31 IN	09/20/2021	10/12/2021	0.00	129.99
<u>194658138001</u>	ACCT # 43682634 LABEL, II, FILE, WHT, 750 CT	09/15/2021	10/12/2021	0.00	13.01
<u>194659558001</u>	ACCT # 43682634 TAPE, BACK ON WHITE, 2 PK	09/15/2021	10/12/2021	0.00	38.56
<u>195506364001</u>	ACCT # 43682634 25 FT POWER ESTENSION CRD	09/21/2021	10/12/2021	0.00	189.90
<u>195507500001</u>	ACCT # 43682634 POERSTRIP, 6-OUTLET, 6FT	09/21/2021	10/12/2021	0.00	132.48

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Vendor Number	Vendor Name				Total Vendor Amount
O'REIL	O'REILLY AUTOMOTIVE, INC.				643.38
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 9464 SPRINGFIELD, Missouri 65801-9464	10/05/2021	643.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0642-430633	CUST # 188092 WEST COAST	09/03/2021	10/12/2021	0.00	23.74
0642-432798	CUST # 188092 ELECTR TAPE	09/13/2021	10/12/2021	0.00	5.99
0642-432883	CUST # 188092 SHIFT CABLE	09/13/2021	10/12/2021	0.00	15.76
0642-433052	CUST # 188092 FUEL HOSE	09/14/2021	10/12/2021	0.00	59.53
0642-433466	CUST # 188092 TELE MIRROR	09/16/2021	10/12/2021	0.00	9.98
0642-433473	CUST # 188092 14 OZ BRAKE CLNR	09/16/2021	10/12/2021	0.00	23.88
0642-433686	CUST # 188092 CARBON STEEL	09/17/2021	10/12/2021	0.00	42.97
0642-433711	CUST # 188092 BOTTLE JACK	09/17/2021	10/12/2021	0.00	41.99
0642-433712	CUST # 188092 OIL FILTER	09/17/2021	10/12/2021	0.00	4.95
0642-435251	CUST # 188092 MULTIMETER	09/24/2021	10/12/2021	0.00	414.59

Vendor Number	Vendor Name				Total Vendor Amount
ORKIN	ORKIN - AUSTIN COMMERCIAL				299.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		5810 TRADE CENTER DR, STE 300 BLDG 1 AUSTIN, Texas 78744-1365	10/05/2021	299.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
217343283	Orkin Blanket Purchase Order	09/01/2021	10/12/2021	0.00	299.00

Vendor Number	Vendor Name				Total Vendor Amount
PATMAR	PATHMARK TRAFFIC PROD. OF TX INC				915.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 1066 SAN MARCOS, Texas 78667	10/05/2021	915.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10423	Unit Road Blanket PO	08/27/2021	10/11/2021	0.00	420.00
10641	Unit Road Blanket PO	09/09/2021	10/11/2021	0.00	495.00

Vendor Number	Vendor Name				Total Vendor Amount
PAUEVA	PAUL MATTHEW EVANS				1,618.33
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 660 LOCKHART, Texas 78644-	10/05/2021	1,618.33	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-064	CAUSE # 20-064 AMY LAWHERN	09/21/2021	10/12/2021	0.00	505.00
21-046	CAUSE # 21-046 TAMI QUINTARA	09/30/2021	10/12/2021	0.00	1,005.00
21-168	CAUSE # 21-168 PHILLIP BURNS	09/20/2021	10/12/2021	0.00	108.33

Vendor Number	Vendor Name				Total Vendor Amount
PFGTEM	PERFORMANCE FOODSERVICE - TEMPLE				7,751.07
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 208391 DALLAS, Texas 75320-8391	10/05/2021	7,751.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1101672_C	CUST # 435577 12/14/20 TRIP CHARGE	09/29/2021	09/29/2021	0.00	-4.50
1359757	PFG Food Supply Blanket PO	09/09/2021	10/11/2021	0.00	1,179.65
1362601	PFG Food Supply Blanket PO	09/13/2021	10/11/2021	0.00	1,188.48
1366609	PFG Food Supply Blanket PO	09/16/2021	10/11/2021	0.00	1,216.82
1369469	PFG Food Supply Blanket PO	09/20/2021	10/11/2021	0.00	1,346.70
1373653	PFG Food Supply Blanket PO	09/23/2021	10/11/2021	0.00	1,361.30
1376430	PFG Food Supply Blanket PO	09/27/2021	10/11/2021	0.00	1,468.62
32821	CUST # 435577 3/30/21 PYM	09/29/2021	09/29/2021	0.00	-6.00

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Vendor Number <u>PETREE</u>	Vendor Name PETER DAVID REED					Total Vendor Amount 400.00
Payment Type Check	Payment Number 49021	Remittance Address 1905 PERISHING DR., UNIT # A AUSTIN, Texas 78723	Payment Date 10/05/2021	Payment Amount 400.00		
Payable Number <u>49021</u>	Description CAUSE # 49021 JACOB NIXON	Payable Date 08/18/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 400.00	

Vendor Number <u>PETTRA</u>	Vendor Name PETROLEUM TRADERS CORPORATION					Total Vendor Amount 11,458.36
Payment Type Check	Payment Number 1696083	Remittance Address P.O. Box 2357 FORT WAYNE, Indiana 46801-2357	Payment Date 10/05/2021	Payment Amount 11,458.36		
Payable Number <u>1696083</u>	Description Blanket PO for Petroleum Traders	Payable Date 09/14/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 11,458.36	

Vendor Number <u>PHITUR</u>	Vendor Name PHILLIP G TURNER					Total Vendor Amount 805.00
Payment Type Check	Payment Number 20-304	Remittance Address 701 TILLERY STREET # 12 AUSTIN, Texas 78702	Payment Date 10/05/2021	Payment Amount 805.00		
Payable Number <u>20-304</u>	Description CAUSE # 20-304 KRISTINA GAMMIL	Payable Date 09/27/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 805.00	

Vendor Number <u>PRISOL</u>	Vendor Name PRINTING SOLUTIONS					Total Vendor Amount 177.88
Payment Type Check	Payment Number 100805	Remittance Address 113 E. SAN ANTONIO ST LOCKHART, Texas 78644	Payment Date 10/05/2021	Payment Amount 177.88		
Payable Number <u>100805</u>	Description CONST # 3 - 20# PAPER LETTER 8.5X11 - 2 CASE	Payable Date 08/25/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 177.88	

Vendor Number <u>QUAFIN</u>	Vendor Name QUADIENT FINANCE USA, INC					Total Vendor Amount 311.38
Payment Type Check	Payment Number 9122021	Remittance Address PO BOX 6813 CAROL STREAM, Illinois 60197-6813	Payment Date 10/05/2021	Payment Amount 311.38		
Payable Number <u>9122021</u>	Description ACCT # 7900 0440 8052 6951 SHERIFF	Payable Date 09/12/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 311.38	

Vendor Number <u>QUALEA</u>	Vendor Name QUADIENT LEASING USA, INC					Total Vendor Amount 322.30
Payment Type Check	Payment Number N9036755	Remittance Address PO BOX 123682, DEPT 3682 DALLAS, Texas 75312-3682	Payment Date 10/05/2021	Payment Amount 322.30		
Payable Number <u>N9036755</u>	Description Quadient Lease Blanket PO	Payable Date 09/09/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 322.30	

Vendor Number <u>RDOEQU</u>	Vendor Name RDO EQUIPMENT CO.					Total Vendor Amount 372.57
Payment Type Check	Payment Number P4100823	Remittance Address P.O. BOX 7160 FARGO, North Dakota 58106-7160	Payment Date 10/05/2021	Payment Amount 372.57		
Payable Number <u>P4100823</u>	Description ACCT # 7269004 PULLEY	Payable Date 09/21/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 372.57	

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Vendor Number LEXINE	Vendor Name RELX INC. DBA LEXISNEXIS				Total Vendor Amount 65.00
Payment Type Check	Payment Number	Remittance Address P.O. Box 733106 Dallas, Texas 75373-3106	Payment Date 10/05/2021	Payment Amount 65.00	
Payable Number 309344756	Description LEXINE Blanket PO	Payable Date 08/31/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 65.00

Vendor Number ROBHAE	Vendor Name ROBERT A HAEDGE				Total Vendor Amount 1,110.00
Payment Type Check	Payment Number	Remittance Address 1987 TUMBLEWEED TRAIL DALE, Texas 78616-	Payment Date 10/05/2021	Payment Amount 1,110.00	
Payable Number 20-030 / 20-323	Description CAUSE # 20-030 & 20-323	Payable Date 09/23/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 910.00
21-129	CAUSE # 21-129 CECIL QUINN	09/23/2021	10/12/2021	0.00	200.00

Vendor Number SCHSON	Vendor Name SCHMIDT & SONS, INC				Total Vendor Amount 1,777.30
Payment Type Check	Payment Number	Remittance Address P.O. BOX 679235 DALLAS, Texas 75267-9235	Payment Date 10/05/2021	Payment Amount 1,777.30	
Payable Number 0483202-IN	Description Blanket PO for RFB 20CCP05B	Payable Date 09/01/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 1,777.30

Vendor Number REDAUT	Vendor Name SEAN MATTHEW MANN				Total Vendor Amount 2,922.10
Payment Type Check	Payment Number	Remittance Address 204 NORTH COMMERCE LOCKHART, Texas 78644-	Payment Date 10/05/2021	Payment Amount 2,922.10	
Payable Number 130170	Description Master Technician - 433 pc. tool set	Payable Date 08/24/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 2,000.00
131036	ACCT # 2010 FAST ORANGE LOTION GA	09/16/2021	10/12/2021	0.00	80.55
131074	ACCT # 2010 HYD FLTR	09/17/2021	10/12/2021	0.00	27.01
131155	ACCT # 2010 EVERCRAFT TRI-TAP	09/20/2021	10/12/2021	0.00	216.97
131266	ACCT # 2010 2.5 DEF	09/22/2021	10/12/2021	0.00	177.75
131447	ACCT # 2010 SSWAY BAR LINE	09/27/2021	10/12/2021	0.00	70.98
131460	ACCT # 6000 ANIMAL (DEER) WARNING	09/27/2021	10/12/2021	0.00	348.84

Vendor Number SMISUP	Vendor Name SMITH SUPPLY CO.- LOCKHART				Total Vendor Amount 272.54
Payment Type Check	Payment Number	Remittance Address 1830 S. COLORADO LOCKHART, Texas 78644	Payment Date 10/05/2021	Payment Amount 272.54	
Payable Number 908590	Description OXYGEN REGULATION DUTY	Payable Date 09/08/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 109.99
909485	EXTINGUISH PLUS FIRE ANT HILL	09/17/2021	10/12/2021	0.00	41.90
910054	DURACELL D 28 PK	09/23/2021	10/12/2021	0.00	43.30
910425	T POST DRIVER	09/27/2021	10/12/2021	0.00	31.65
910451	HOSE REPAIR	09/27/2021	10/12/2021	0.00	45.70

Vendor Number SOUTIR	Vendor Name SOUTHERN TIRE MART, LLC				Total Vendor Amount 1,367.30
Payment Type Check	Payment Number	Remittance Address DEPT.143 P.O. BOX 1000 MEMPHIS, Tennessee 38148-0143	Payment Date 10/05/2021	Payment Amount 1,367.30	
Payable Number 4650089600	Description CUST # 0142726 SERVICE CALL-OTR SVC	Payable Date 09/16/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 336.50
4650089638	255/60R18 Pursuit tires	09/21/2021	10/11/2021	0.00	1,030.80

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Vendor Number <u>SUMBEN</u>	Vendor Name SUMMER BENFORD				Total Vendor Amount 833.00
Payment Type Check	Payment Number	Remittance Address PO BOX 151793 AUSTIN, Texas 78715-	Payment Date 10/05/2021	Payment Amount 833.00	
Payable Number <u>21-FL-313</u>	Description CAUSE # 21-FL-313 S.G. / E.G.	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 833.00

Vendor Number <u>SWAGIT</u>	Vendor Name SWAGIT PRODUCTIONS, LLC				Total Vendor Amount 783.00
Payment Type Check	Payment Number	Remittance Address 12801 NORTH CENTRAL EXPRESSWAY SUITE 900 DALLAS, Texas 75243-	Payment Date 10/05/2021	Payment Amount 783.00	
Payable Number <u>18529</u>	Description Monthly Court Streaming	Payable Date 08/31/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 783.00

Vendor Number <u>SYSCO</u>	Vendor Name SYSCO CENTRAL TEXAS, INC				Total Vendor Amount 5,344.62
Payment Type Check	Payment Number	Remittance Address 1260 SCHWAB ROAD NEW BRAUNFELS, Texas 78132-5155	Payment Date 10/05/2021	Payment Amount 5,344.62	
Payable Number <u>513667401</u>	Description Blanket PO for Sysco Supplies Account	Payable Date 08/27/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 33.66
<u>513704139</u>	Blanket PO for Sysco Food Supplies	09/08/2021	10/11/2021	0.00	1,161.52
<u>513710017</u>	Blanket PO for Sysco Food Supplies	09/10/2021	10/11/2021	0.00	1,128.76
<u>513723637</u>	Blanket PO for Sysco Supplies Account	09/15/2021	10/11/2021	0.00	199.42
<u>513723638</u>	Blanket PO for Sysco Supplies Account	09/15/2021	10/11/2021	0.00	37.99
<u>513723639</u>	Blanket PO for Sysco Food Supplies	09/15/2021	10/11/2021	0.00	1,294.69
<u>513730004</u>	Blanket PO for Sysco Supplies Account	09/17/2021	10/11/2021	0.00	84.96
<u>513730005</u>	Blanket PO for Sysco Food Supplies	09/17/2021	10/11/2021	0.00	1,087.91
<u>513742315</u>	Blanket PO for Sysco Supplies Account	09/22/2021	10/11/2021	0.00	299.72
<u>513742316</u>	Blanket PO for Sysco Supplies Account	09/22/2021	10/11/2021	0.00	15.99

Vendor Number <u>T7ENTE</u>	Vendor Name T7 ENTERPRISES, LLC				Total Vendor Amount 628.50
Payment Type Check	Payment Number	Remittance Address P.O. BOX 1418 3345 E. STATE HWY 29 BURNET, Texas 78611	Payment Date 10/05/2021	Payment Amount 628.50	
Payable Number <u>12337</u>	Description T7 Tire Disposal Blanket PO	Payable Date 08/30/2021	Due Date 10/11/2021	Discount Amount 0.00	Payable Amount 628.50

Vendor Number <u>HUMTIR</u>	Vendor Name TANYAIKA RHONE-HUMPHRIES				Total Vendor Amount 70.00
Payment Type Check	Payment Number	Remittance Address 124 MAVERICK DIVE DALE, Texas 78616-	Payment Date 10/05/2021	Payment Amount 70.00	
Payable Number <u>0001461</u>	Description MOUNT / FLAT REPAIR	Payable Date 09/16/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 70.00

Vendor Number <u>TACRIS</u>	Vendor Name TEXAS ASSOCIATION OF COUNTIES				Total Vendor Amount 270.00
Payment Type Check	Payment Number	Remittance Address RISK MANAGEMENT POOL P.O. BOX 2426 San Antonio, Texas 78298-9900	Payment Date 10/05/2021	Payment Amount 270.00	
Payable Number <u>NRDD-0007133</u>	Description CLAIM # LE20197519-1 MEMBER ID: 0280 JOHNSON, I	Payable Date 08/11/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 270.00

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Vendor Number <u>TACUNE</u>	Vendor Name TEXAS ASSOCIATION OF COUNTIES				Total Vendor Amount 2,954.87
Payment Type Check	Payment Number	Remittance Address UNEMPLOYMENT FUND P.O. BOX 487 SAN ANTONIO, Texas 78292-0487	Payment Date 10/05/2021		Payment Amount 2,954.87

Payable Number <u>REF # D-2021-4-0280</u>	Description ENTITY # 280 QTR ENDING 9/30/21	Payable Date 09/30/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 2,954.87
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Vendor Number <u>TEXENV</u>	Vendor Name TEXAS COMMISSION ON ENVIRONMENTAL QUALITY				Total Vendor Amount 3,120.00
Payment Type Check	Payment Number	Remittance Address FINANCIAL ADMINISTRATON DIVISION , MC-214 P.O. BOX 13088 AUSTIN, Texas 78711-3088	Payment Date 10/05/2021		Payment Amount 3,120.00

Payable Number <u>2021</u>	Description ACCT # 0620034 INV #'S WTR0057939 - WTR0057956	Payable Date 09/15/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 3,120.00
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Vendor Number <u>TEXJUD</u>	Vendor Name TEXAS JUDICIAL ACADEMY				Total Vendor Amount 200.00
Payment Type Check	Payment Number	Remittance Address REGAN FRUGE' P.O. BOX 2131 AUSTIN, Texas 78768	Payment Date 10/05/2021		Payment Amount 200.00

Payable Number <u>244059_2021</u>	Description HOPPY HADEN - DUES FOR 9/01/21 - 8/31/222	Payable Date 09/14/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 200.00
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Vendor Number <u>TEXSTAR</u>	Vendor Name TEXAS STAR FIRE SYSTEMS, LLC				Total Vendor Amount 2,840.00
Payment Type Check	Payment Number	Remittance Address 8711 BURNET ROAD D-43 AUSTIN, Texas 78757-	Payment Date 10/05/2021		Payment Amount 2,840.00

Payable Number <u>211501-016</u>	Description JOB # 211501 REPLACED 20 ESCHUEONS IN LOBBY AREA	Payable Date 06/23/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 490.00
Payable Number <u>211503-028</u>	Description Fire Alarm CCJC	Payable Date 06/23/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 2,350.00

Vendor Number <u>JAMCAS</u>	Vendor Name THE CASEY LAW FIRM				Total Vendor Amount 755.00
Payment Type Check	Payment Number	Remittance Address JAMES ANDREW CASEY 8705 SHOAL CREEK # 202 AUSTIN, Texas 78757	Payment Date 10/05/2021		Payment Amount 755.00

Payable Number <u>21-040</u>	Description CAUSE # 21-040 ADRIAN GUTIERREZ	Payable Date 09/29/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 755.00
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Vendor Number <u>SANROB</u>	Vendor Name THE FINAL RIDE				Total Vendor Amount 185.00
Payment Type Check	Payment Number	Remittance Address SANDRA ROBINSON 600 SODA SPRINGS ROAD LULING, Texas 78648	Payment Date 10/05/2021		Payment Amount 185.00

Payable Number <u>744360</u>	Description 1 EXPIRED YOUNG BULL PICKUP & DISPOSAL	Payable Date 09/22/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 185.00
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Vendor Number <u>RICHC</u>	Vendor Name THE LAW OFFICE OF TREY HICKS, PLLC				Total Vendor Amount 1,155.00
Payment Type Check	Payment Number	Remittance Address 201 S. LAUREL AVE. LULING, Texas 78648	Payment Date 10/05/2021		Payment Amount 1,155.00

Payable Number <u>48,046</u>	Description CAUSE # 48,046 LORRANINE ELYSSA SALINAS	Payable Date 08/25/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 505.00
Payable Number <u>48,651 / 49,057</u>	Description CAUSE # 48,651 / 49,057 DANIEL ALLEN MCGINTY	Payable Date 08/16/2021	Due Date 10/12/2021	Discount Amount 0.00	Payable Amount 650.00

Payment Register

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Vendor Number <u>LULNEW</u>	Vendor Name THE LULING NEWSBOY & SIGNAL				Total Vendor Amount 94.50
Payment Type Check	Payment Number 81221	Remittance Address LULING PUBLISHING CO., INC. P.O. BOX 352 LULING, Texas 78648	Payment Date 10/05/2021		Payment Amount 94.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>81221</u>	3X6 AD FOR ELECTED OFFICIAL SALARIES	08/31/2021	10/12/2021	0.00	94.50

Vendor Number <u>THEFLU</u>	Vendor Name THERMO-FLUIDS, INC				Total Vendor Amount 353.93
Payment Type Check	Payment Number 87234143	Remittance Address P.O. BOX 734867 DALLAS, Texas 75373-4867	Payment Date 10/05/2021		Payment Amount 353.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>87234143</u>	BILLING # CA69545 SERVICE # CA69558	09/24/2021	10/12/2021	0.00	37.10
<u>87234394</u>	BILLING # CA69545 SERVICE # CA69555	09/24/2021	10/12/2021	0.00	154.70
<u>87234403</u>	BILLING # CA69529 SERVICE # CA69529	09/24/2021	10/12/2021	0.00	15.48
<u>87234495</u>	BILLING # CA69545 SERVICE # CA69545	09/24/2021	10/12/2021	0.00	146.65

Vendor Number <u>THQHIL</u>	Vendor Name THOMAS HILLE				Total Vendor Amount 280.00
Payment Type Check	Payment Number 20-FL-228 3	Remittance Address PO BOX 2356 SEGUIN, Texas 78156	Payment Date 10/05/2021		Payment Amount 280.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>20-FL-228 3</u>	CAUSE # 20-FL-228 BRAGG	09/22/2021	10/12/2021	0.00	105.00
<u>20-FL-443 3</u>	CAUSE # 20-FL-443 J.D.& Z	09/22/2021	10/12/2021	0.00	70.00
<u>21-FL-140 2</u>	CAUSE # 21-FL-140 I.C.	09/22/2021	10/12/2021	0.00	105.00

Vendor Number <u>WESGRO</u>	Vendor Name THOMSON REUTERS - WEST PUBLISHING CORP				Total Vendor Amount 524.51
Payment Type Check	Payment Number 844752995	Remittance Address THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	Payment Date 10/05/2021		Payment Amount 218.19

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>844752995</u>	ACCT # 1004742988 ONLINE/SOFTWARE SUB CHARGES	08/01/2021	10/12/2021	0.00	218.19

Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	10/05/2021		216.00
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Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>844834359</u>	ACCT # 1000732986 ONLINE/SOFTWARE SUB CHARGES	08/01/2021	10/12/2021	0.00	216.00

Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	10/05/2021		90.32
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Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>844863951</u>	ACCT # 1000732986 LIBRARY PLAN CHARGES	08/04/2021	10/12/2021	0.00	90.32

Vendor Number <u>UNIFIR</u>	Vendor Name UNIFIRST CORPORATION				Total Vendor Amount 237.60
Payment Type Check	Payment Number 8222446736	Remittance Address ATTENTION: ACCTS. RECEIVABLE 6000 BOLM ROAD AUSTIN, Texas 78721	Payment Date 10/05/2021		Payment Amount 237.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>8222446736</u>	Unifirst Blanket Purchase Order	08/27/2021	10/12/2021	0.00	65.25
<u>8222450013</u>	Unifirst Blanket Purchase Order	09/10/2021	10/11/2021	0.00	82.04
<u>8222451655</u>	Unifirst Blanket Purchase Order	09/17/2021	10/11/2021	0.00	90.31

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Vendor Number	Vendor Name			Total Vendor Amount
VICBRQ	VICTOREA D. BROWN			400.00

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		1920-A CORPORATE DRIVE SUITE 203 SAN MARCOS, Texas 78666	10/05/2021	400.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
47629	CAUSE # 47629 TRACEY CARNARILLO	08/18/2021	10/12/2021	0.00	400.00

Vendor Number	Vendor Name			Total Vendor Amount
XLPART	XL PARTS, LLC			256.59

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		15701 NORTHWEST FREEWAY JERSEY VILLAGE, Texas 77040-	10/05/2021	256.59

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0416BH1638	CUST # 490093 VALVE ASY	09/02/2021	10/12/2021	0.00	8.17
0416BK9993	CUST # 490093 22 TRICO PRO BEAM BLADE	09/08/2021	10/12/2021	0.00	19.98
0416BN3773	CUST # 490093 OIL FILTER	09/10/2021	10/12/2021	0.00	16.14
0416BR5664	CUST # 490093 DEGREASER	09/15/2021	10/12/2021	0.00	22.57
0416BW4939	CUST # 490093 FILTER ASY - OIL	09/20/2021	10/12/2021	0.00	57.60
0416BZ7315	CUST # 490093 FILTER, PASS COMPT AIR	09/23/2021	10/12/2021	0.00	15.72
0416CA1803	CUST # 490093 AIR FILTER	09/23/2021	10/12/2021	0.00	48.82
0416CC6252	CUST # 490093 AIR FILTER	09/27/2021	10/12/2021	0.00	50.60
0416CD0811	CUST # 490093 26 TRICO FORCE BEAM BLDE	09/27/2021	10/12/2021	0.00	16.99

Vendor Number	Vendor Name			Total Vendor Amount
SMASIG	XPRESSMYSELF.COM LLC			495.20

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		300 CADMAN PLAZA W SUITE 1303 BROOKLYN, New York 11201-	10/05/2021	495.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
MPS-644248	Reflective 1-sided Traffic Cone Sign & Holder	08/25/2021	10/12/2021	0.00	495.20

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	321	112	0.00	773,697.78
Packet Totals:		321	112	0.00	773,697.78

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-773,697.78
Packet Totals:		-773,697.78



Caldwell County, TX

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
TEXAS COMMISSION ON ENVI...	2021	ACCT # 0620034 INV #'S WTR...	DUE TO SEPTIC SYSTEM FEES	001-2400	3,120.00
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	DUE FROM C C A D	001-1260	902.62
					4,022.62
Department : 2120 - COUNTY TREASURER					
DEWITT POTH & SON	657172-0	ACCT # 12430 SPOTPAPER - L...	OFFICE SUPPLIES	001-2120-3110	81.55
				Department 2120 - COUNTY TREASURER Total:	81.55
Department : 2130 - COUNTY AUDITOR					
DEWITT POTH & SON	656207-0	ACCT # 12430 SCANNER, IMA...	OFFICE SUPPLIES	001-2130-3110	472.37
DEWITT POTH & SON	656226-0	ACCT # 12430 SCANNER, IMA...	OFFICE SUPPLIES	001-2130-3110	438.31
DEWITT POTH & SON	656756-0	ACCT # 12430 BOX, STORAGE,...	OFFICE SUPPLIES	001-2130-3110	91.59
				Department 2130 - COUNTY AUDITOR Total:	1,002.27
Department : 2140 - TAX ASSESSOR - COLLECTOR					
DARLA LAW	93021	TRAVEL FOR SEPT 2021	TRANSPORTATION	001-2140-4260	247.52
				Department 2140 - TAX ASSESSOR - COLLECTOR Total:	247.52
Department : 2150 - COUNTY CLERK					
BARCODES INC, LLC	INV6679431	ACCT # CATX3901 TT PAPER 1...	OFFICE SUPPLIES	001-2150-3110	213.65
DEWITT POTH & SON	654662-1	ACCT # 12430 SPRAY, DISINF, ...	OFFICE SUPPLIES	001-2150-3110	41.82
				Department 2150 - COUNTY CLERK Total:	255.47
Department : 3200 - DISTRICT ATTORNEY					
THOMSON REUTERS - WEST P...	844752995	ACCT # 1004742988 ONLINE/...	PUBLICATIONS	001-3200-4315	218.19
THOMSON REUTERS - WEST P...	844834359	ACCT # 1000732986 ONLINE/...	PUBLICATIONS	001-3200-4315	216.00
DEWITT POTH & SON	651494-0	ACCT # 12430 EARPHONES, ST...	OFFICE SUPPLIES	001-3200-3110	194.80
THOMSON REUTERS - WEST P...	844863951	ACCT # 1000732986 LIBRARY ...	PUBLICATIONS	001-3200-4315	90.32
DEWITT POTH & SON	657310-0	ACCT # 12430 KIT, CASTER, 4 ...	OFFICE SUPPLIES	001-3200-3110	190.68
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-3200-4260	217.66
DAVID BROOKS, ATTORNEY AT...	92021	MONTH OF SEPT 2021	PUBLICATIONS	001-3200-4315	100.00
DEWITT POTH & SON	654358-1	ACCT # 12430 NOTES, SUPRST...	OFFICE SUPPLIES	001-3200-3110	31.54
				Department 3200 - DISTRICT ATTORNEY Total:	1,259.19
Department : 3230 - DISTRICT JUDGE					
GLEN A. GRUNBERGER	13-FL-183 13	CAUSE # 13-FL-183 E.L. & E DL...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	49.00
GLEN A. GRUNBERGER	20-FL-086 2	CAUSE # 20-FL-086 J.Y. & J.A.Y.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	518.00
GLEN A. GRUNBERGER	20-FL-412 3	CAUSE # 20-FL-412 P.A. / A....	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	434.00
GLEN A. GRUNBERGER	21-FL-276	CAUSE # 21-FL-276 J.V.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	203.00
RELX INC. DBA LEXISNEXIS	309344756	422MKTQ29Lexis Nexus Blank...	OFFICE SUPPLIES	001-3230-3110	65.00
KLEON C. ANDREADIS	21-074	CAUSE # 21-074 MICHAEL CHR..	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
PAUL MATTHEW EVANS	21-168	CAUSE # 21-168 PHILLIP BURNS	ADULT - ATTY LITIGATION EXP...	001-3230-4080	8.33
PAUL MATTHEW EVANS	21-168	CAUSE # 21-168 PHILLIP BURNS	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	100.00
PAUL MATTHEW EVANS	20-064	CAUSE # 20-064 AMY LAWHE...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PAUL MATTHEW EVANS	20-064	CAUSE # 20-064 AMY LAWHE...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	500.00
DEWITT POTH & SON	657170-0	ACCT # 12430 WALLCAL, MO...	OFFICE SUPPLIES	001-3230-3110	192.97
CINDY A. DURAN	19-FL-484 2	CAUSE # 19-FL-484 C.S.SJR/E...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,288.00
CINDY A. DURAN	19-FL-617 2	CAUSE # 19-FL-617 A.J./B.J./C.J..	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	805.00
THOMAS HILLE	20-FL-228 3	CAUSE # 20-FL-228 BRAGG	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	105.00
CINDY A. DURAN	20-FL-289 1	CAUSE # 20-FL-289 M.J.B. / M...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,008.00
CINDY A. DURAN	20-FL-382 2	CAUSE # 20-FL-382 C.H.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	406.00
THOMAS HILLE	20-FL-443 3	CAUSE # 20-FL-443 J.D.& Z	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	70.00
CINDY A. DURAN	21-FL-093 2	CAUSE # 21-FL-093 S.T.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	238.00
THOMAS HILLE	21-FL-140 2	CAUSE # 21-FL-140 I.C.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	105.00
SUMMER BENFORD	21-FL-313	CAUSE # 21-FL-313 S.G. / E.G.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	833.00
ROBERT A HAEDGE	20-030 / 20-323	CAUSE # 20-030 & 20-323	ADULT - ATTY LITIGATION EXP...	001-3230-4080	10.00
ROBERT A HAEDGE	20-030 / 20-323	CAUSE # 20-030 & 20-323	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	900.00

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ROBERT A HAEDGE	21-129	CAUSE # 21-129 CECIL QUINN	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	200.00
PHILLIP G TURNER	20-304	CAUSE # 20-304 KRISTINA GA...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	20-304	CAUSE # 20-304 KRISTINA GA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
CLIFFORD W. MCCORMACK	19-169	CAUSE # 19-169 SANDRA TREV..	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	19-169	CAUSE # 19-169 SANDRA TREV..	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	850.00
BARBARA J. ROBIRDS	19-161	CAUSE # 19-161 KIP COFFMAN	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	500.00
THE CASEY LAW FIRM	21-040	CAUSE # 21-040 ADRIAN GUTI...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	21-040	CAUSE # 21-040 ADRIAN GUTI...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
PAUL MATTHEW EVANS	21-046	CAUSE # 21-046 TAMI QUINTA...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PAUL MATTHEW EVANS	21-046	CAUSE # 21-046 TAMI QUINTA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
Department 3230 - DISTRICT JUDGE Total:					12,613.30

Department : 3240 - COUNTY COURT LAW

HEATHER HOLDEN CSR	CALDCCAL031621	SERVICES FOR 3/16/21	VISITING COURT REPORTERS	001-3240-4030	600.00
FERNANDO RUIZ	48,360	CAUSE # 48,360 JOE ANGEL A...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	550.00
COLIN WISE	46,359	CAUSE # 46,359 KHADIAN ISL...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	300.00
DAN MCCORMACK	48,378	CAUSE # 48,378 TERRIL AAVIS	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	800.00
THE LAW OFFICE OF TREY HIC...	48,651 / 49,057	CAUSE # 48,651 / 49,057 DA...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	650.00
BARBARA J. ROBIRDS	49102	CAUSE # 49102 BRANDON CEA...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
BARBARA J. ROBIRDS	49102	CAUSE # 49102 BRANDON CEA...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	645.00
VICTOREA D. BROWN	47629	CAUSE # 47629 TRACEY CARN...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	400.00
PETER DAVID REED	49021	CAUSE # 49021 JACOB NIXON	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	400.00
BARBARA J. ROBIRDS	49059 / 48400	CAUSE # 49059 & 48400 NAT...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
BARBARA J. ROBIRDS	49059 / 48400	CAUSE # 49059 & 48400 NAT...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	700.00
BARBARA J. ROBIRDS	47673	CAUSE # 47673 ALYSSA OROZ...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	600.00
THE LAW OFFICE OF TREY HIC...	48,046	CAUSE # 48,046 LORRANINE E...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	505.00
CLIFFORD W. MCCORMACK	48641	CAUSE # 48641 JOHN DEARING	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	340.00
CAROLYN I. BURKLUND	82521	LINDA RODRIGUEZ - VISITNG J...	ADMINISTRATIVE EXPENDITUR...	001-3240-4011	600.00
CLIFFORD W. MCCORMACK	48340	CAUSE # 48340 JAMES DEGA...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
CLIFFORD W. MCCORMACK	48340	CAUSE # 48340 JAMES DEGA...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	540.00
LEON TRANSLATIONS	21645	CAUSE # 7060 JUDGE BARBAR...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	225.00
HEATHER HOLDEN CSR	CALDCCAL092021	SERVICES 9/20/2018	VISITING COURT REPORTERS	001-3240-4030	600.00
Department 3240 - COUNTY COURT LAW Total:					8,470.00

Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2

DEWITT POTH & SON	657256-0	ACCT # 12430 ENVELOPES	OFFICE SUPPLIES	001-3252-3110	125.00
DEWITT POTH & SON	657260-0	ACCT # 12430 HOOK, COAT, ...	OFFICE SUPPLIES	001-3252-3110	262.83
AMY HORNE	9242021	REFUND	POSTAGE	001-3252-3120	15.00
Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:					402.83

Department : 4300 - COUNTY SHERIFF

OFFICE DEPOT	166172261002	ACCT # 43682634 NOTEBOOK,...	OPERATING SUPPLIES	001-4300-3130	13.45
OFFICE DEPOT	166207091001	ACCT # 43682634 USB, 16GB, ...	OPERATING SUPPLIES	001-4300-3130	24.99
OFFICE DEPOT	166207094001	ACCT # 43682634 USB DRIVE 2..	OPERATING SUPPLIES	001-4300-3130	29.99
OFFICE DEPOT	170400922001	ACCT # 43682634 105-KEY TR...	OPERATING SUPPLIES	001-4300-3130	152.97
QUADIENT FINANCE USA, INC	9122021	ACCT # 7900 0440 8052 6951 ...	POSTAGE	001-4300-3120	311.38
MALLORY SAFETY AND SUPPLY,...	5182710	CUST ID: 119953 CUSTOM BA...	OPERATING SUPPLIES	001-4300-3130	124.99
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # 8G114286 8/30 - 9/...	TRANSPORTATION	001-4300-4260	12,899.89
Department 4300 - COUNTY SHERIFF Total:					13,557.66

Department : 4310 - COUNTY JAIL

HOLT TEXAS, LTD., A DIVISION...	WIE20029397	PERFORM PM3 1000 HR MAIN...	REPAIRS & MAINTENANCE	001-4310-4510	4,130.00
SYSCO CENTRAL TEXAS, INC	513667401	Blanket PO for Sysco Supplies ...	OPERATING SUPPLIES	001-4310-3130	33.66
UNIFIRST CORPORATION	8222446736	Unifirst Blanket Purchase Order	OPERATING SUPPLIES	001-4310-3130	65.25
GRAINGER	9037267722	ACCT # 841505548 PLUG ADA...	REPAIRS & MAINTENANCE	001-4310-4510	11.32
ORKIN - AUSTIN COMMERCIAL	217343283	29121597Orkin Blanket Purch...	PROFESSIONAL SERVICES	001-4310-4110	299.00
FERRIS JOSEPH PRODUCE, INC.	118101	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	164.00
SYSCO CENTRAL TEXAS, INC	513710017	Blanket PO for Sysco Food Sup...	FOOD SUPPLIES	001-4310-3100	1,128.76
UNIFIRST CORPORATION	8222450013	Unifirst Blanket Purchase Order	OPERATING SUPPLIES	001-4310-3130	82.04
FERRIS JOSEPH PRODUCE, INC.	118146	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	56.16
FERRIS JOSEPH PRODUCE, INC.	118152	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	65.50
PERFORMANCE FOODSERVICE ...	1362601	PFG Food Supply Blanket PO	FOOD SUPPLIES	001-4310-3100	1,188.48
FARMER BROTHERS. CO.	83462919	Farmers Brothers Coffee Blank...	FOOD SUPPLIES	001-4310-3100	569.88

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
M.B. HAMMO ENTERPRISES, L...	10221	Jco Janitorial Supply Blanket PO	OPERATING SUPPLIES	001-4310-3130	594.82
SYSCO CENTRAL TEXAS, INC	513723637	043430 Blanket PO for Sysco S...	OPERATING SUPPLIES	001-4310-3130	199.42
SYSCO CENTRAL TEXAS, INC	513723638	043430Blanket PO for Sysco S...	OPERATING SUPPLIES	001-4310-3130	37.99
SYSCO CENTRAL TEXAS, INC	513723639	043430Blanket PO for Sysco F...	FOOD SUPPLIES	001-4310-3100	1,294.69
FERRIS JOSEPH PRODUCE, INC.	118180	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	95.75
PERFORMANCE FOODSERVICE ...	1366609	435577PFG Food Supply Blank...	FOOD SUPPLIES	001-4310-3100	1,216.82
FERRIS JOSEPH PRODUCE, INC.	118185	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	190.50
SYSCO CENTRAL TEXAS, INC	513730004	043430Blanket PO for Sysco S...	OPERATING SUPPLIES	001-4310-3130	84.96
SYSCO CENTRAL TEXAS, INC	513730005	043430 Blanket PO for Sysco F...	FOOD SUPPLIES	001-4310-3100	1,087.91
UNIFIRST CORPORATION	8222451655	Unifirst Blanket Purchase Order	OPERATING SUPPLIES	001-4310-3130	90.31
FERRIS JOSEPH PRODUCE, INC.	118239	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	161.50
FERRIS JOSEPH PRODUCE, INC.	118240	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	70.50
PERFORMANCE FOODSERVICE ...	1369469	435577PFG Food Supply Blank...	FOOD SUPPLIES	001-4310-3100	1,346.70
FLOWERS BAKING CO. OF SAN...	3038386058	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	298.80
MARK'S PLUMBING PARTS	INV001971244	CUST ID: 278898 ACORN SH...	REPAIRS & MAINTENANCE	001-4310-4510	55.11
FERRIS JOSEPH PRODUCE, INC.	118258	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	50.00
SYSCO CENTRAL TEXAS, INC	513742315	Blanket PO for Sysco Supplies ...	OPERATING SUPPLIES	001-4310-3130	299.72
SYSCO CENTRAL TEXAS, INC	513742316	Blanket PO for Sysco Supplies ...	OPERATING SUPPLIES	001-4310-3130	15.99
FERRIS JOSEPH PRODUCE, INC.	118277	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	108.75
PERFORMANCE FOODSERVICE ...	1373653	PFG Food Supply Blanket PO	FOOD SUPPLIES	001-4310-3100	1,361.30
FERRIS JOSEPH PRODUCE, INC.	118283	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	193.20
FERRIS JOSEPH PRODUCE, INC.	118294	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	32.50
FERRIS JOSEPH PRODUCE, INC.	118334	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	126.50
FERRIS JOSEPH PRODUCE, INC.	118339	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	136.00
PERFORMANCE FOODSERVICE ...	1376430	PFG Food Supply Blanket PO	FOOD SUPPLIES	001-4310-3100	1,468.62
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-4310-4260	932.25
PERFORMANCE FOODSERVICE ...	1101672 C	CUST # 435577 12/14/20 TRI...	FOOD SUPPLIES	001-4310-3100	-4.50
PERFORMANCE FOODSERVICE ...	32821	CUST # 435577 3/30/21 PYM	FOOD SUPPLIES	001-4310-3100	-6.00
SYSCO CENTRAL TEXAS, INC	513704139	Blanket PO for Sysco Food Sup...	FOOD SUPPLIES	001-4310-3100	1,161.52
FERRIS JOSEPH PRODUCE, INC.	118095	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	13.75
PERFORMANCE FOODSERVICE ...	1359757	PFG Food Supply Blanket PO	FOOD SUPPLIES	001-4310-3100	1,179.65
Department 4310 - COUNTY JAIL Total:					21,689.08
Department : 4321 - CONSTABLES - PCT 1					
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-4321-4260	620.16
GT DISTRIBUTORS, INC.	INV0863015	CUST # 0064727 HORNADY F...	TRAINING	001-4321-4810	54.95
Department 4321 - CONSTABLES - PCT 1 Total:					675.11
Department : 4322 - CONSTABLES - PCT 2					
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-4322-4260	578.70
Department 4322 - CONSTABLES - PCT 2 Total:					578.70
Department : 4323 - CONSTABLES - PCT 3					
PRINTING SOLUTIONS	100805	CONST # 3 - 20# PAPER LETTER...	OFFICE SUPPLIES	001-4323-3110	177.88
AXON ENTERPRISE, INC.	INUS005440	Axon Body Cameras	REPAIRS & MAINTENANCE	001-4323-4510	1,462.00
AXON ENTERPRISE, INC.	INUS005440	Axon Batteries	REPAIRS & MAINTENANCE	001-4323-4510	81.60
AXON ENTERPRISE, INC.	INUS005440	Axon Test Cartridges	REPAIRS & MAINTENANCE	001-4323-4510	63.44
AXON ENTERPRISE, INC.	INUS005440	Axon Charge Cable	REPAIRS & MAINTENANCE	001-4323-4510	20.90
AXON ENTERPRISE, INC.	INUS008661	PO Addition for additional Invo..	REPAIRS & MAINTENANCE	001-4323-4510	201.91
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-4323-4260	973.81
AXON ENTERPRISE, INC.	INUS014429	PO Addition for additional Invo..	REPAIRS & MAINTENANCE	001-4323-4510	22.31
Department 4323 - CONSTABLES - PCT 3 Total:					3,003.85
Department : 4324 - CONSTABLES - PCT 4					
LAW ENFORCEMENT SYSTEMS,...	214609	ACCT # 78644 TX TRAFFIC TICK...	OFFICE SUPPLIES	001-4324-3110	216.00
APPLIED CONCEPTS, INC.	391145	ASSY, STALKER PATROL K-BANK...	MACHINERY AND EQUIPMENT	001-4324-5310	392.16
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-4324-4260	554.04
Department 4324 - CONSTABLES - PCT 4 Total:					1,162.20
Department : 6510 - NON-DEPARTMENTAL					
CENTRAL TEXAS AUTOPSY, PLLC	13365	Blanket Purchse Order for Au...	AUTOPSY	001-6510-4123	2,100.00
TEXAS ASSOCIATION OF COUN...	NRDD-0007133	CLAIM # LE20197519-1 MEM...	PROFESSIONAL SERVICES	001-6510-4110	270.00
SWAGIT PRODUCTIONS, LLC	18529	monthly Commissioners Court ...	PROFESSIONAL SERVICES	001-6510-4110	783.00
CALDWELL COUNTY TAX ASSE...	1097082 2021	VIN # ENDS W/7553 LICENSE #...	County Fleet-Tags-Titles	001-6510-4853	7.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CALDWELL COUNTY TAX ASSE...	1263102 2021	VIN # ENDS W/3498 LICENSE #..	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1263117 2021	VIN # ENDS W/7010 LICENSE #..	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1263147 2021	VIN # ENDS W/1422 LICENSE #..	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1263149 2021	VIN # ENDS W/2369 LICENSE #...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1342537	VIN # ENDS W/7289 LICENSE #...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1364124	VIN # ENDS W/9113 LICENSE #...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	CNH5670 2021	VIN # ENDS W/6087	County Fleet-Tags-Titles	001-6510-4853	7.50
CENTRAL TEXAS AUTOPSY, PLLC	13450	Michael Spitler - Autopsy	AUTOPSY	001-6510-4123	2,800.00
DAVIS KAUFMAN, PLLC	1746	Lobbying Firm	Lobbyist - Current	001-6510-3300	4,000.00
EWEAC	09-28-2021	EWEAC Services 9-22 to oct. 31..	PROFESSIONAL SERVICES	001-6510-4110	5,600.00
CHARLES E. LAURENCE, M.D.	71518	Medical Director	MEDICAL DIRECTOR	001-6510-4100	1,000.00
TEXAS ASSOCIATION OF COUN...	REF # D-2021-4-0280	ENTITY # 280 QTR ENDING 9/3...	UNEMPLOYMENT	001-6510-2050	2,954.87
AT&T	09-05-21 to 10-05-21	512 A13 0189 725 3 AT&T Bla...	FAX & INTERNET	001-6510-4425	28,094.23
QUADIENT LEASING USA, INC	N9036755	01054254 Quadient Lease Bla...	RENTALS	001-6510-4610	322.30
Department 6510 - NON-DEPARTMENTAL Total:					47,984.40

Department : 6520 - BUILDING MAINTENANCE

TEXAS STAR FIRE SYSTEMS, LLC	211501-016	JOB # 211501	REPAIRS & MAINTENANCE	001-6520-4510	490.00
TEXAS STAR FIRE SYSTEMS, LLC	211503-028	06.23.21 Perform Annual Fire ...	REPAIRS & MAINTENANCE	001-6520-4510	2,350.00
CENTURY HVAC DISTRIBUTING	11033315	SERVICE CHARGE	OPERATING SUPPLIES	001-6520-3130	1.59
GONZALES BUILDING CENTER	50768182	CALD00 Towel Multi Fold 1 PLY..	CALDWELL CO. COURTHOUSE	001-6520-5120	1,215.00
CINTAS CORPORATION #86	4095467733	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	104.93
JOHN DEERE FINANCIAL	2109-071916	ACCT # 1-99 HRDW AC SMK A...	IRON MOUNTAIN	001-6520-5119	21.99
LOCKHART HARDWARE	38700 /1	CUST # 11239 RYL P&p FLT NB...	REPAIRS & MAINTENANCE	001-6520-4510	14.99
LOCKHART HARDWARE	38720 /1	CUST # 11239 COUPL BRS 3/4 ...	CALDWELL CO. COURTHOUSE	001-6520-5120	7.99
LOCKHART HARDWARE	38736 /1	CUST # 11239 CM SOCKET 1/...	REPAIRS & MAINTENANCE	001-6520-4510	142.15
CINTAS CORPORATION #86	4096006876	SOLD TO # 13228013 PAYER #...	UNIFORMS	001-6520-3140	104.93
SMITH SUPPLY CO.- LOCKHART	909485	EXTINGUISH PLUS FIRE ANT HI...	REPAIRS & MAINTENANCE	001-6520-4510	41.90
LOCKHART HARDWARE	38779 /1	CUST # 11239 ADJ SPRKLR 18...	CALDWELL CO. COURTHOUSE	001-6520-5120	21.77
LOCKHART HARDWARE	38794 /1	CUST 3 11239 GFCI ST RECEPT..	CALDWELL CO. COURTHOUSE	001-6520-5120	77.13
LOCKHART HARDWARE	38802 /1	CUST # 11239 WASP & HORN...	REPAIRS & MAINTENANCE	001-6520-4510	11.59
LOCKHART HARDWARE	38806 /1	CUST # 11239 PV RP CPL S40 ...	REPAIRS & MAINTENANCE	001-6520-4510	7.99
LOCKHART HARDWARE	38828 /1	CUST # 11239 COUPLHOSE 1/...	CALDWELL CO. COURTHOUSE	001-6520-5120	11.98
CINTAS CORPORATION #86	4096689122	SOLD TO # 13228013 PAYER #...	UNIFORMS	001-6520-3140	104.93
SMITH SUPPLY CO.- LOCKHART	910054	DURACELL D 28 PK	REPAIRS & MAINTENANCE	001-6520-4510	43.30
BAKER DISTRIBUTING COMPA...	CL76297	CUST # 047519 HSE 120V W...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	127.91
SMITH SUPPLY CO.- LOCKHART	910425	T POST DRIVER	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	31.65
SMITH SUPPLY CO.- LOCKHART	910451	HOSE REPAIR	REPAIRS & MAINTENANCE	001-6520-4510	45.70
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-6520-4260	848.51
LOCKHART HARDWARE	38874 /1	CUST # 11239 BATTERY ALKLN ...	REPAIRS & MAINTENANCE	001-6520-4510	9.99
LOCKHART HARDWARE	38567 /1	CUST # 11239 BLANK WALL P...	REPAIRS & MAINTENANCE	001-6520-4510	3.95
JOHN DEERE FINANCIAL	2109-084235	ACCT # 1-99 KILLR INDOOR 24...	REPAIRS & MAINTENANCE	001-6520-4510	34.34
CINTAS CORPORATION #86	4097394058	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	104.93
LOCKHART HARDWARE	38601 /1	CUST # 11239 BOX HANDY 1-7...	REPAIRS & MAINTENANCE	001-6520-4510	3.98
COTHRON'S SAFE & LOCK	1260931	DOOR OPERATOR W/ LEVER A...	MACHINERY AND EQUIPMENT	001-6520-5310	4,858.75
Department 6520 - BUILDING MAINTENANCE Total:					10,843.87

Department : 6550 - ELECTIONS

AMAZON.COM SALES, INC	1YXX-1WNF-FT9T	ACCT # A283QXJ1JFNJJ SAFCO...	MACHINERY AND EQUIPMENT	001-6550-5310	-198.12
XPRESSMYSELF.COM LLC	MPS-644248	Reflective Signs	MACHINERY AND EQUIPMENT	001-6550-5310	495.20
OFFICE DEPOT	194658138001	ACCT # 43682634 LABEL, IJ, FI...	OFFICE SUPPLIES	001-6550-3110	13.01
OFFICE DEPOT	194659558001	ACCT # 43682634 TAPE, BACK ...	OFFICE SUPPLIES	001-6550-3110	38.56
OFFICE DEPOT	191752116001	ACCT # 43682634 CHAIR, BG, ...	MACHINERY AND EQUIPMENT	001-6550-5310	479.99
OFFICE DEPOT	195506364001	ACCT # 43682634 25 FT POW...	MACHINERY AND EQUIPMENT	001-6550-5310	189.90
OFFICE DEPOT	195507500001	ACCT #43682634 POERSTRIP,...	MACHINERY AND EQUIPMENT	001-6550-5310	132.48
AMAZON.COM SALES, INC	1YXX-N1GN-C3LX	ACCT # A283QXJ1JFNJJ GRE...	OFFICE SUPPLIES	001-6550-3110	133.67
Department 6550 - ELECTIONS Total:					1,284.69

Department : 6560 - COMMISSIONERS COURT

THE LULING NEWSBOY & SIGN...	81221	3X6 AD FOR ELECTED OFFICIAL...	ADVERTISING AND LEGAL NOT...	001-6560-4310	94.50
TEXAS JUDICIAL ACADEMY	244059 2021	HOPPY HADEN - DUES FOR 9/0...	DUES & SUBSCRIPTIONS	001-6560-3050	200.00
OFFICE DEPOT	192886476001	ACCT # 43682634 MARKER, E...	OFFICE SUPPLIES	001-6560-3110	9.02

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
AMAZON.COM SALES, INC	16GM-JJNH-QCV3	ACCT # A283QXJ1JGKNJ SWI...	OFFICE SUPPLIES	001-6560-3110	32.56
OFFICE DEPOT	192917280001	ACCT # 43682634 RISER, DESK,...	OFFICE SUPPLIES	001-6560-3110	129.99
AMAZON.COM SALES, INC	1R3X-RC4N-KD3C	ACCT # A283QXJ1JFKNJ LAPT...	OFFICE SUPPLIES	001-6560-3110	70.97
Department 6560 - COMMISSIONERS COURT Total:					537.04
Department : 6630 - GRANT WRITING/ADMIN					
OFFICE DEPOT	191250998001	ACCT # 43682634 MAT, COOL...	OFFICE SUPPLIES	001-6630-3110	43.99
OFFICE DEPOT	191252202001	ACCT # 43682634 MARKER, S...	OFFICE SUPPLIES	001-6630-3110	290.86
OFFICE DEPOT	191252204001	ACCT # 43682634 PEN, FOUN...	OFFICE SUPPLIES	001-6630-3110	161.49
OFFICE DEPOT	191252206001	ACCT # 43682634 PRIVACY FIL...	OFFICE SUPPLIES	001-6630-3110	107.98
OFFICE DEPOT	191252222001	ACCT # 43682634 DESKPAD, A...	OFFICE SUPPLIES	001-6630-3110	19.99
OFFICE DEPOT	191252202002	ACCT # 43682634 PEN, PM, IN...	OFFICE SUPPLIES	001-6630-3110	19.59
OFFICE DEPOT	191252220001	ACCT # 43682634 USB, ELITE, ...	OFFICE SUPPLIES	001-6630-3110	101.58
OFFICE DEPOT	1912522219001	ACCT # 43682634 SIT-STAND R...	OFFICE SUPPLIES	001-6630-3110	194.05
OFFICE DEPOT	191252228001	ACCT # 43682634 ESSENTIAL ...	OFFICE SUPPLIES	001-6630-3110	62.98
DENNIS ENGELKE	92021	TRAVEL FOR 8/10 - 9/19/21	TRANSPORTATION	001-6630-4260	161.73
OFFICE DEPOT	191252202003	ACCT # 43682634 KEYBOARD,...	OFFICE SUPPLIES	001-6630-3110	13.99
Department 6630 - GRANT WRITING/ADMIN Total:					1,178.23
Department : 6640 - CODE INVESTIGATOR					
T7 ENTERPRISES, LLC	12337	T7 Code Enforcement Tire Dis...	DISPOSAL FEES	001-6640-3151	628.50
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-6640-4260	160.04
Department 6640 - CODE INVESTIGATOR Total:					788.54
Department : 6650 - EMERG MGNT / HOMELAND SEC					
AMAZON.COM SALES, INC	1KFN-19G3-VDPV	ACCT # A283QXJ1JFKNNJ VIZ...	MACHINERY AND EQUIPMENT	001-6650-5310	492.00
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-6650-4260	1,162.04
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					1,654.04
Department : 7610 - SANITATION DEPARTMENT					
DEWITT POTH & SON	651151-0	ACCT # 12430 CALC, PRNT, MI...	OFFICE SUPPLIES	001-7610-3110	159.51
OFFICE DEPOT	192510718001	ACCT # 43682634 PAPER, AST...	OFFICE SUPPLIES	001-7610-3110	72.22
OFFICE DEPOT	192529024001	ACCT # 43682634 PRT CTR, H...	OFFICE SUPPLIES	001-7610-3110	30.45
OFFICE DEPOT	192539730001	ACCT # 43682634 INK, HP, 902...	OFFICE SUPPLIES	001-7610-3110	65.54
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION	001-7610-4260	107.91
OFFICE DEPOT	192529027001	ACCT # 43682634 STAND, PRI...	OFFICE SUPPLIES	001-7610-3110	119.99
OFFICE DEPOT	192542798001	ACCT # 43682634 PRINTER, IN...	OFFICE SUPPLIES	001-7610-3110	179.99
Department 7610 - SANITATION DEPARTMENT Total:					735.61
Department : 7620 - COUNTY WELFARE					
CALDWELL COUNTY EMERGEN...	2021-1B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	200.00
CALDWELL COUNTY EMERGEN...	2021-1C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-1D	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	400.00
CALDWELL COUNTY EMERGEN...	2021-3B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-3C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-4B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-4C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-5B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-5C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	100.00
CALDWELL COUNTY EMERGEN...	2021-2B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-2C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	200.00
CALDWELL COUNTY EMERGEN...	2021-7B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	200.00
CALDWELL COUNTY EMERGEN...	2021-7C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-8B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	300.00
CALDWELL COUNTY EMERGEN...	2021-8C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	200.00
CALDWELL COUNTY EMERGEN...	2021-9C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	200.00
CALDWELL COUNTY EMERGEN...	2021-6B	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	400.00
CALDWELL COUNTY EMERGEN...	2021-6C	MOU Emergency Management..	Martindate EMS/FD	001-7620-4350	400.00
CITY OF LULING EMS	06.30.2021 June	city of luling- EMS	LULING EMS	001-7620-4340	65,577.44
Department 7620 - COUNTY WELFARE Total:					70,577.44
Department : 8700 - COUNTY AGENT					
LELTON WAYNE MORSE	200	LODGING FOR 2021 TCAA FA...	TRAINING	001-8700-4810	185.00
ELSIE LACY	92021	MILEAGE 9/1 - 21/21	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	142.64

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ELSIE LACY	9222021	TRAVEL TO TEMPLE 9/13-16/...	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	694.14
FLEETCOR TECHNOLOGIES, INC	NP60790959	ACCT # BG114286 8/30 - 9/...	TRANSPORTATION-AG/4H/NR	001-8700-4260	115.46
				Department 8700 - COUNTY AGENT Total:	1,137.24
				Fund 001 - GENERAL FUND Total:	205,742.45

Fund: 002 - UNIT ROAD FUND

Department : 1101 - ADMINISTRATION

ERGON ASPHALT AND EMULSI...	9402547644	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	4,815.03
PATHMARK TRAFFIC PROD. OF...	10423	Unit Road Blanket PO	SIGNS	002-1101-3181	420.00
BRAUNTEX MATERIALS, INC.	126460	Seal Coating	SEAL COATING	002-1101-4630	180,534.00
ERGON ASPHALT AND EMULSI...	9402546321	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	4,944.36
SCHMIDT & SONS, INC	0483202-IN	Blanket PO for RFB 20CCP05B	LUBRICANTS	002-1101-3170	1,777.30
HANSON EQUIPMENT	288554	# CAL001 CONE LM297749	OPERATING SUPPLIES	002-1101-3130	79.58
ERGON ASPHALT AND EMULSI...	9402547537	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	4,962.03
CINTAS CORPORATION #86	4095467337	SOLD TO # 13228849 PAYER # ...	UNIFORMS	002-1101-3140	249.73
CINTAS CORPORATION #86	4095467363	SOLD TO # 13232687 PAYER # ...	UNIFORMS	002-1101-3140	169.88
CINTAS CORPORATION #86	4095467411	SOLD TO # 13232664 PAYER # ...	UNIFORMS	002-1101-3140	744.20
ERGON ASPHALT AND EMULSI...	9402554270	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,178.98
COLORADO MATERIALS, LTD.	320616	Blanket PO for RFB 20CCP05B	AGGREGATE / GRAVEL	002-1101-3153	16,180.27
COLORADO MATERIALS, LTD.	320617	Blanket PO for RFB 20CCP05B	AGGREGATE / GRAVEL	002-1101-3153	58,415.40
BRAUNTEX MATERIALS, INC.	127104	RFB 20CCP06B Road Materials...	FLEX BASE MATERIALS	002-1101-3143	18,030.00
PETROLEUM TRADERS CORPO...	1696083	Blanket PO for Fuel RFB 20CCP...	FUEL	002-1101-3163	11,458.36
LOCKHART HARDWARE	38705 /1	CUST # 11239 MOTOMIX 1 GA...	OPERATING SUPPLIES	002-1101-3130	96.45
HANSON EQUIPMENT	288876	# CAL001 CONE, LM67048	TIRES	002-1101-3190	160.65
TANYAIKA RHONE-HUMPHRIES	0001461	MOUNT / FLAT REPAIR	TIRES	002-1101-3190	70.00
CINTAS CORPORATION #86	4096006508	SOLD TO # 13228849 PAYER # ...	UNIFORMS	002-1101-3140	249.73
CINTAS CORPORATION #86	4096006514	SOLD TO # 13232687 PAYER # ...	UNIFORMS	002-1101-3140	169.88
CINTAS CORPORATION #86	4096006635	SOLD TO # 13232664 PAYER # ...	UNIFORMS	002-1101-3140	959.00
SOUTHERN TIRE MART, LLC	4650089600	CUST # 0142726 SERVICE CALL...	TIRES	002-1101-3190	336.50
CINTAS FAS LOCKBOX 636525	5076567730	CUST # 10344330 EYE WASH S...	RENTALS	002-1101-4610	177.01
HANSON EQUIPMENT	288948	INJECTION LINE #1	TIRES	002-1101-3190	129.98
LOCKHART HARDWARE	38750 /1	CUST # 11239 DOUBLE SIDED ...	OPERATING SUPPLIES	002-1101-3130	9.96
COLORADO MATERIALS, LTD.	321060	Blanket PO for RFB 20CCP05B	AGGREGATE / GRAVEL	002-1101-3153	65,629.19
COLORADO MATERIALS, LTD.	321061	Blanket PO for RFB 20CCP05B	AGGREGATE / GRAVEL	002-1101-3153	4,294.47
COLORADO MATERIALS, LTD.	321062	Blanket PO for RFB 20CCP05B	AGGREGATE / GRAVEL	002-1101-3153	19,972.06
CINTAS CORPORATION #86	4094687260	SOLD TO # 13232687 PAYER # ...	UNIFORMS	002-1101-3140	169.88
CINTAS CORPORATION #86	4094687343	SOLD TO # 13228849 PAYER # ...	UNIFORMS	002-1101-3140	249.73
CINTAS CORPORATION #86	4094687409	SOLD TO # 13232664 PAYER # ...	UNIFORMS	002-1101-3140	759.85
ERGON ASPHALT AND EMULSI...	9402548474	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,051.07
BRAUNTEX MATERIALS, INC.	127345	RFB 20CCP06B Road Materials...	FLEX BASE MATERIALS	002-1101-3143	24,262.80
LOCKHART HARDWARE	38785 /1	CUST # 11239 5LB .105 BLACK...	OPERATING SUPPLIES	002-1101-3130	57.99
HANSON EQUIPMENT	289032	# CAL001 MOUNT TIRE	TIRES	002-1101-3190	14.00
LOCKHART HARDWARE	38803 /1	CUST # 11239 MOTOMIX 1 GA...	OPERATING SUPPLIES	002-1101-3130	247.86
LOCKHART HARDWARE	38804 /1	CUST # 11239 LABOR	OPERATING SUPPLIES	002-1101-3130	10.00
THE FINAL RIDE	744360	1 EXPIRED YOUNG BULL PICKU...	OPERATING SUPPLIES	002-1101-3130	185.00
CINTAS CORPORATION #86	4096688682	SOLD TO # 13232687 PAYER # ...	UNIFORMS	002-1101-3140	142.53
CINTAS CORPORATION #86	4096688708	SOLD TO # 13228849 PAYER # ...	UNIFORMS	002-1101-3140	291.63
CINTAS CORPORATION #86	4096688876	SOLD TO # 13232664 PAYER # ...	UNIFORMS	002-1101-3140	763.47
CINTAS CORPORATION #86	4096688876	SOLD TO # 13232664 PAYER # ...	UNIFORMS	002-1101-3140	-205.30
THERMO-FLUIDS, INC	87234143	BILLING # CA69545 SERVICE #...	OPERATING SUPPLIES	002-1101-3130	37.10
THERMO-FLUIDS, INC	87234394	BILLING # CA69545 SERVICE #...	OPERATING SUPPLIES	002-1101-3130	154.70
THERMO-FLUIDS, INC	87234403	BILLING # CA69529 SERVICE #...	OPERATING SUPPLIES	002-1101-3130	15.48
THERMO-FLUIDS, INC	87234495	BILLING # CA69545 SERVICE #...	OPERATING SUPPLIES	002-1101-3130	146.65
JOHN DEERE FINANCIAL	2109-082647	ACCT # 1-99 BATTERY ALKLN D...	OPERATING SUPPLIES	002-1101-3130	5.59
ERGON ASPHALT AND EMULSI...	9402549549	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	4,947.14
ERGON ASPHALT AND EMULSI...	9402550275	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,118.97
HANSON EQUIPMENT	288652	# CAL001 SPINDLE WASHER 1...	OPERATING SUPPLIES	002-1101-3130	13.90
SMITH SUPPLY CO.- LOCKHART	908590	OXYGEN REGULATION DUTY	OPERATING SUPPLIES	002-1101-3130	109.99
ERGON ASPHALT AND EMULSI...	9402551808	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,133.03
ERGON ASPHALT AND EMULSI...	9402552946	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,035.08
PATHMARK TRAFFIC PROD. OF...	10641	Unit Road Blanket PO	SIGNS	002-1101-3181	495.00

Expense Approval Register

Packet: APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
HANSON EQUIPMENT	288717	# CAL001 BLADE-BUSH HOG	OPERATING SUPPLIES	002-1101-3130	290.74
HANSON EQUIPMENT	288739	# CAL001 BLADE-RHINO-CW-S...	OPERATING SUPPLIES	002-1101-3130	103.58
HANSON EQUIPMENT	288740	# CAL001 BLADE-RHINO-CCW-...	OPERATING SUPPLIES	002-1101-3130	-108.34
ERGON ASPHALT AND EMULSI...	9402553118	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,015.05
ERGON ASPHALT AND EMULSI...	9402557787	Ergon Asphalt Blanket PO RFB ...	SEAL COATING	002-1101-4630	5,131.02
Department 1101 - ADMINISTRATION Total:					463,859.19

Department : 1102 - VEHICLE MAINTENANCE

FREIGHTLINER OF AUSTIN	4915BSC	AC Compressor and installation	REPAIRS & MAINTENANCE	002-1102-4510	1,705.64
SEAN MATTHEW MANN	130170	Master Technician - 433 pc. to...	SUPPLIES & SMALL TOOLS	002-1102-3136	2,000.00
O'REILLY AUTOMOTIVE, INC.	0642-432798	CUST # 188092 ELECTR TAPE	SUPPLIES & SMALL TOOLS	002-1102-3136	5.99
O'REILLY AUTOMOTIVE, INC.	0642-432883	CUST # 188092 SHIFT CABLE	SUPPLIES & SMALL TOOLS	002-1102-3136	15.76
O'REILLY AUTOMOTIVE, INC.	0642-433052	CUST # 188092 FUEL HOSE	SUPPLIES & SMALL TOOLS	002-1102-3136	59.53
ASSOCIATED SUPPLY COMPAN...	PSO267289-1	CUST # 8P0068193 WHEEL	SUPPLIES & SMALL TOOLS	002-1102-3136	332.90
O'REILLY AUTOMOTIVE, INC.	0642-433466	CUST # 188092 TELE MIRROR	SUPPLIES & SMALL TOOLS	002-1102-3136	9.98
O'REILLY AUTOMOTIVE, INC.	0642-433473	CUST # 188092 14 OZ BRAKE ...	SUPPLIES & SMALL TOOLS	002-1102-3136	23.88
SEAN MATTHEW MANN	131036	ACCT # 2010 FAST ORANGE L...	SUPPLIES & SMALL TOOLS	002-1102-3136	80.55
O'REILLY AUTOMOTIVE, INC.	0642-433686	CUST # 188092 CARBON STEEL	SUPPLIES & SMALL TOOLS	002-1102-3136	42.97
O'REILLY AUTOMOTIVE, INC.	0642-433711	CUST # 188092 BOTTLE JACK	SUPPLIES & SMALL TOOLS	002-1102-3136	41.99
O'REILLY AUTOMOTIVE, INC.	0642-433712	CUST # 188092 OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	4.95
SEAN MATTHEW MANN	131074	ACCT # 2010 HYD FLTR	SUPPLIES & SMALL TOOLS	002-1102-3136	27.01
SEAN MATTHEW MANN	131155	ACCT # 2010 EVERCRAFT TRI-...	SUPPLIES & SMALL TOOLS	002-1102-3136	216.97
RDO EQUIPMENT CO.	P4100823	ACCT # 7269004 PULLEY	SUPPLIES & SMALL TOOLS	002-1102-3136	372.57
SEAN MATTHEW MANN	131266	ACCT # 2010 2.5 DEF	SUPPLIES & SMALL TOOLS	002-1102-3136	177.75
NIVLU CORP	19252	SOLVENT DEGREASER	SUPPLIES & SMALL TOOLS	002-1102-3136	498.62
E & R SUPPLY CO., INC	222675	ACCT # 0023750 PUNCH LOK I...	SUPPLIES & SMALL TOOLS	002-1102-3136	178.82
O'REILLY AUTOMOTIVE, INC.	0642-435251	CUST # 188092 MULTIMETER	SUPPLIES & SMALL TOOLS	002-1102-3136	414.59
SEAN MATTHEW MANN	131447	ACCT # 2010 SSWAY BAR LINE	SUPPLIES & SMALL TOOLS	002-1102-3136	70.98
O'REILLY AUTOMOTIVE, INC.	0642-430633	CUST # 188092 WEST COAST	SUPPLIES & SMALL TOOLS	002-1102-3136	23.74
CLOSNER EQUIPMENT CO. INC.	0068784	CUST ID; CALDWELL ROSCO, ...	SUPPLIES & SMALL TOOLS	002-1102-3136	147.16
Department 1102 - VEHICLE MAINTENANCE Total:					6,452.35

Department : 1103 - FLEET MAINTENANCE

INTERSTATE BATTERIES-METR...	380020850	ACCT # 3810	OPERATING SUPPLIES	002-1103-3135	-27.73
INTERSTATE BATTERIES-METR...	380021374	Blanket PO for Interstate Batte...	OPERATING SUPPLIES	002-1103-3135	143.04
XL PARTS, LLC	0416BN3773	CUST # 490093 OIL FILTER	OPERATING SUPPLIES	002-1103-3135	16.14
GOODYEAR AUTO SERVICE CE...	237950	255/60R18 Eagle Enforcer	TIRES	002-1103-3190	1,112.08
CINTAS CORPORATION #86	4095467399	SOLD TO # 13228085 PAYER # ...	UNIFORMS	002-1103-3140	88.30
LOCKHART MOTOR CO.,INC.	T48787	CUST # 3810 CABLE ASY - SEL...	OPERATING SUPPLIES	002-1103-3135	48.19
XL PARTS, LLC	0416BR5664	CUST # 490093 DEGREASER	OPERATING SUPPLIES	002-1103-3135	22.57
LOCKHART MOTOR CO.,INC.	C131991	CUST # 3810 2020 FORD POL...	REPAIRS & MAINTENANCE	002-1103-4510	120.00
CINTAS CORPORATION #86	4096006545	SOLD TO # 13228085 PAYER # ...	UNIFORMS	002-1103-3140	88.30
XL PARTS, LLC	0416BH1638	CUST # 490093 VALVE ASY	OPERATING SUPPLIES	002-1103-3135	8.17
CINTAS CORPORATION #86	4094687434	SOLD TO # 13228085 PAYER # ...	UNIFORMS	002-1103-3140	88.30
XL PARTS, LLC	0416BW4939	CUST # 490093 FILTER ASY - O...	OPERATING SUPPLIES	002-1103-3135	57.60
SOUTHERN TIRE MART, LLC	4650089638	255/60R18 Pursuit	TIRES	002-1103-3190	1,030.80
DEWITT POTH & SON	657237-0	ACCT # 12430 BATTERIES, ALK...	OFFICE SUPPLIES	002-1103-3110	194.01
LOCKHART MOTOR CO.,INC.	T48832	CUST # 3810 KIT - TERMINAL	OPERATING SUPPLIES	002-1103-3135	44.28
XL PARTS, LLC	0416B27315	CUST # 490093 FILTER, PASS ...	OPERATING SUPPLIES	002-1103-3135	15.72
XL PARTS, LLC	0416CA1803	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	48.82
CINTAS CORPORATION #86	4096688788	SOLD TO # 13228085 PAYER # ...	UNIFORMS	002-1103-3140	88.30
INTERSTATE BATTERIES-METR...	380021714	Blanket PO for Interstate Batte...	OPERATING SUPPLIES	002-1103-3135	429.12
XL PARTS, LLC	0416CC6252	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	50.60
XL PARTS, LLC	0416CD0811	CUST # 490093 26 TRICO FOR...	OPERATING SUPPLIES	002-1103-3135	16.99
SEAN MATTHEW MANN	131460	ACCT # 6000 ANIMAL (DEER) ...	OPERATING SUPPLIES	002-1103-3135	348.84
LOCKHART MOTOR CO.,INC.	T48845	CUST # 3810 KIT - ELEMENT &...	OPERATING SUPPLIES	002-1103-3135	131.37
XL PARTS, LLC	0416BK9993	CUST # 490093 22 TRICO PRO...	OPERATING SUPPLIES	002-1103-3135	19.98
Department 1103 - FLEET MAINTENANCE Total:					4,183.79

Fund 002 - UNIT ROAD FUND Total: 474,495.33

Expense Approval Register

Packet: APPKT06795 - 10/12/21 a/p run & purchase orders

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 003 - RECORDS PRESERVATION FUND					
Department : 3000 - COUNTY CLERK EXP					
EDOC TECHNOLOGIES, INC.	19386	EdocTec Annual Maintenance	SOFTWARE MAINTENANCE	003-3000-4520	9,080.00
Department 3000 - COUNTY CLERK EXP Total:					9,080.00
Fund 003 - RECORDS PRESERVATION FUND Total:					9,080.00
Fund: 010 - GRANT FUND - GENERAL					
Department : 6630 - GRANT WRITING/ADMIN					
DOUCET & ASSOCIATES, INC	2108045	TWDB engineering fees	ENGINEERING SERVICES-DOUC...	010-6630-4998	84,380.00
Department 6630 - GRANT WRITING/ADMIN Total:					84,380.00
Fund 010 - GRANT FUND - GENERAL Total:					84,380.00
Grand Total:					773,697.78

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	205,742.45
002 - UNIT ROAD FUND	474,495.33
003 - RECORDS PRESERVATION FUND	9,080.00
010 - GRANT FUND - GENERAL	84,380.00
Grand Total:	773,697.78

Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	902.62
001-2120-3110	OFFICE SUPPLIES	81.55
001-2130-3110	OFFICE SUPPLIES	1,002.27
001-2140-4260	TRANSPORTATION	247.52
001-2150-3110	OFFICE SUPPLIES	255.47
001-2400	DUE TO SEPTIC SYSTEM F...	3,120.00
001-3200-3110	OFFICE SUPPLIES	417.02
001-3200-4260	TRANSPORTATION	217.66
001-3200-4315	PUBLICATIONS	624.51
001-3230-3110	OFFICE SUPPLIES	257.97
001-3230-4080	ADULT - ATTY LITIGATION...	43.33
001-3230-4160	ADULT - INDIGENT ATTO...	12,312.00
001-3240-4011	ADMINISTRATIVE EXPEND...	600.00
001-3240-4030	VISITING COURT REPORT...	1,200.00
001-3240-4080	ADULT - ATTY LITIGATION...	240.00
001-3240-4160	ADULT - INDIGENT ATTO...	6,430.00
001-3252-3110	OFFICE SUPPLIES	387.83
001-3252-3120	POSTAGE	15.00
001-4300-3120	POSTAGE	311.38
001-4300-3130	OPERATING SUPPLIES	346.39
001-4300-4260	TRANSPORTATION	12,899.89
001-4310-3100	FOOD SUPPLIES	14,757.24
001-4310-3130	OPERATING SUPPLIES	1,504.16
001-4310-4110	PROFESSIONAL SERVICES	299.00
001-4310-4260	TRANSPORTATION	932.25
001-4310-4510	REPAIRS & MAINTENANCE	4,196.43
001-4321-4260	TRANSPORTATION	620.16
001-4321-4810	TRAINING	54.95
001-4322-4260	TRANSPORTATION	578.70
001-4323-3110	OFFICE SUPPLIES	177.88
001-4323-4260	TRANSPORTATION	973.81
001-4323-4510	REPAIRS & MAINTENANCE	1,852.16
001-4324-3110	OFFICE SUPPLIES	216.00
001-4324-4260	TRANSPORTATION	554.04
001-4324-5310	MACHINERY AND EQUIP...	392.16
001-6510-2050	UNEMPLOYMENT	2,954.87
001-6510-3300	Lobbyist - Current	4,000.00
001-6510-4100	MEDICAL DIRECTOR	1,000.00
001-6510-4110	PROFESSIONAL SERVICES	6,653.00
001-6510-4123	AUTOPSY	4,900.00
001-6510-4425	FAX & INTERNET	28,094.23
001-6510-4610	RENTALS	322.30
001-6510-4853	County Fleet-Tags-Titles	60.00
001-6520-3130	OPERATING SUPPLIES	1.59
001-6520-3140	UNIFORMS	419.72
001-6520-3540	L.W.SCOTT ANNEX-LOCK...	159.56
001-6520-4260	TRANSPORTATION	848.51
001-6520-4510	REPAIRS & MAINTENANCE	3,199.88
001-6520-5119	IRON MOUNTAIN	21.99
001-6520-5120	CALDWELL CO. COURTHO...	1,333.87
001-6520-5310	MACHINERY AND EQUIP...	4,858.75

Account Summary

Account Number	Account Name	Expense Amount
001-6550-3110	OFFICE SUPPLIES	185.24
001-6550-5310	MACHINERY AND EQUIP...	1,099.45
001-6560-3050	DUES & SUBSCRIPTIONS	200.00
001-6560-3110	OFFICE SUPPLIES	242.54
001-6560-4310	ADVERTISING AND LEGAL...	94.50
001-6630-3110	OFFICE SUPPLIES	1,016.50
001-6630-4260	TRANSPORTATION	161.73
001-6640-3151	DISPOSAL FEES	628.50
001-6640-4260	TRANSPORTATION	160.04
001-6650-4260	TRANSPORTATION	1,162.04
001-6650-5310	MACHINERY AND EQUIP...	492.00
001-7610-3110	OFFICE SUPPLIES	627.70
001-7610-4260	TRANSPORTATION	107.91
001-7620-4340	LULING EMS	65,577.44
001-7620-4350	Martindate EMS/FD	5,000.00
001-8700-4251	MILEAGE REIMB- FAMILY...	836.78
001-8700-4260	TRANSPORTATION-AG/4H...	115.46
001-8700-4810	TRAINING	185.00
002-1101-3130	OPERATING SUPPLIES	1,456.23
002-1101-3140	UNIFORMS	4,714.21
002-1101-3143	FLEX BASE MATERIALS	42,292.80
002-1101-3153	AGGREGATE / GRAVEL	164,491.39
002-1101-3163	FUEL	11,458.36
002-1101-3170	LUBRICANTS	1,777.30
002-1101-3181	SIGNS	915.00
002-1101-3190	TIRES	711.13
002-1101-4610	RENTALS	177.01
002-1101-4630	SEAL COATING	235,865.76
002-1102-3136	SUPPLIES & SMALL TOOLS	4,746.71
002-1102-4510	REPAIRS & MAINTENANCE	1,705.64
002-1103-3110	OFFICE SUPPLIES	194.01
002-1103-3135	OPERATING SUPPLIES	1,373.70
002-1103-3140	UNIFORMS	353.20
002-1103-3190	TIRES	2,142.88
002-1103-4510	REPAIRS & MAINTENANCE	120.00
003-3000-4520	SOFTWARE MAINTENANCE	9,080.00
010-6630-4998	ENGINEERING SERVICES...	84,380.00
	Grand Total:	773,697.78

Project Account Summary

Project Account Key	Expense Amount
None	773,697.78
Grand Total:	773,697.78

- 2. Ratify re-occurring County Payments:**
 - A. \$317,582.36 Payroll (9/12/2021 - 9/25/2021)**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$317,582.36 (Payroll 9/12/2021 – 9/25/2021)

1. Costs:

Actual Cost or **Estimated Cost** \$ None

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 21 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/11/2021
Date



Packet: PYPKT02101 - PAYROLL 09/12/2021 THRU 09/25/2021
Payroll Set: 01 - Payroll Set 01

Pay Period: 09/12/2021 - 09/25/2021

Department: 0000 - 911-GIS

Total Direct Deposits: 1,501.14
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
S	8.00	192.31
SAL	-7.00	1,730.77
Total:	1.00	1,957.70

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,635.25	0.00	0.00
MC	1,733.14	25.13	25.13
SS	1,733.14	107.45	107.45
Unemployment	1,927.12	0.00	0.00
Total:	132.58	132.58	132.58

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,957.70	97.89	88.88
550	0.00	30.58	0.00
551	0.00	5.75	0.00
580	0.00	1.53	0.00
590	0.00	159.59	368.56
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	323.98	457.44	

RECAP 0000 - 911-GIS

Earnings: 1,957.70 Benefits: 0.00 Deductions: 323.98 Taxes: 132.58 Net Pay: 1,501.14

Department: 1000 - Courthouse Security

Total Direct Deposits: 10,529.88
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
FLOAT	8.00	163.60
Hourly	582.50	12,208.85
S	17.50	363.54
Uniform	0.00	200.00
Vacation	32.00	654.40
Total:	640.00	13,606.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,641.04	1,082.91	0.00
MC	13,321.37	193.16	193.16
SS	13,321.37	825.91	825.91
Unemployment	13,550.57	0.00	0.00
Total:	2,101.98	1,019.07	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,606.54	680.33	617.74
550	0.00	55.97	0.00
551	0.00	20.00	0.00
580	0.00	9.18	0.00
590	0.00	159.59	2,075.26
595	0.00	8.58	0.00
615	0.00	41.03	0.00
Total:	974.68	2,693.00	

RECAP 1000 - Courthouse Security

Earnings: 13,606.54 Benefits: 0.00 Deductions: 974.68 Taxes: 2,101.98 Net Pay: 10,529.88

Department: 1101 - Unit Road

Total Direct Deposits: 31,639.80
Total Check Amounts: 1,126.87

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
BEREAVEMENT	24.00	444.87
FLOAT	8.00	144.24
Hourly	1,943.50	34,960.33
LWOP	107.68	0.00
OT	37.50	1,015.24
S	48.66	874.48
SAL	1.00	2,143.06
Vacation	77.16	1,453.65
VAC-PAYOUT	130.39	2,349.62
Total:	2,377.89	43,452.41

TAXES

Code	Subject To	Employee	Employer
Federal W/H	39,231.70	3,097.71	0.00
MC	41,404.28	600.34	600.34
SS	41,404.28	2,567.06	2,567.06
Unemployment	39,110.49	0.00	0.00
Total:		6,265.11	3,167.40

DEDUCTIONS

Code	Subject To	Employee	Employer
400	43,452.41	2,172.58	1,972.75
530	0.00	184.62	0.00
550	0.00	178.97	0.00
551	0.00	38.46	0.00
580	0.00	15.30	0.00
590	0.00	1,546.10	7,986.92
595	0.00	42.22	0.00
615	0.00	242.38	0.00
Total:		4,420.63	9,959.67

RECAP 1101 - Unit Road

Earnings:	43,452.41	Benefits:	0.00	Deductions:	4,420.63	Taxes:	6,265.11	Net Pay:	32,766.67
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Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 0.00
Total Check Amounts: 3,610.86

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	161.18
Hourly	224.00	4,178.85
S	8.00	148.95
Total:	240.00	4,488.98

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,241.35	287.33	0.00
MC	4,465.80	64.75	64.75
SS	4,465.80	276.88	276.88
Unemployment	3,086.23	0.00	0.00
Total:		628.96	341.63

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,488.98	224.45	203.80
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	0.00	682.68
615	0.00	8.06	0.00
Total:		249.16	886.48

RECAP 1102 - Vehicle Maintenance

Earnings:	4,488.98	Benefits:	0.00	Deductions:	249.16	Taxes:	628.96	Net Pay:	3,610.86
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Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,223.59
Total Check Amounts: 1,213.67

EARNINGS

Pay Code	Units	Pay Amount
Hourly	152.00	2,983.21
S	8.00	150.57
Total:	160.00	3,133.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,960.24	281.48	0.00
MC	3,116.93	45.19	45.19
SS	3,116.93	193.25	193.25
Unemployment	3,133.78	0.00	0.00
Total:	519.92	238.44	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,133.78	156.69	142.27
580	0.00	3.06	0.00
590	0.00	0.00	341.34
615	0.00	16.85	0.00
Total:	176.60	483.61	

RECAP 1103 - Fleet Maintenance

Earnings: 3,133.78 Benefits: 0.00 Deductions: 176.60 Taxes: 519.92 Net Pay: 2,437.26

Department: 2120 - County Treasurer

Total Direct Deposits: 2,875.10
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	76.00	1,540.45
SAL	1.00	2,086.50
Vacation	4.00	81.08
Total:	81.00	3,708.03

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,392.58	239.18	0.00
MC	3,617.99	52.46	52.46
SS	3,617.99	224.31	224.31
Unemployment	3,692.91	0.00	0.00
Total:	515.95	276.77	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,708.03	185.41	168.35
520	0.00	40.00	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	1.53	0.00
590	0.00	0.00	682.68
595	0.00	2.86	0.00
615	0.00	33.60	0.00
Total:	316.98	851.03	

RECAP 2120 - County Treasurer

Earnings: 3,708.03 Benefits: 0.00 Deductions: 316.98 Taxes: 515.95 Net Pay: 2,875.10

Department: 2130 - County Auditor

Total Direct Deposits: 7,209.85
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
FLOAT	0.50	9.21
Hourly	231.50	5,002.23
OT	3.34	105.87
S	17.00	444.83
SAL	-15.00	4,721.66
Vacation	8.00	174.79
Total:	245.34	10,493.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,130.87	1,131.75	0.00
MC	10,055.53	145.81	145.81
SS	10,055.53	623.44	623.44
Unemployment	8,665.35	0.00	0.00
Total:		1,901.00	769.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,493.21	524.66	476.39
520	0.00	400.00	0.00
550	0.00	31.50	0.00
551	0.00	142.30	0.00
580	0.00	3.06	0.00
590	0.00	159.59	1,051.24
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	101.43	0.00
Total:		1,382.36	1,527.63

RECAP 2130 - County Auditor

Earnings:	10,493.21	Benefits:	0.00	Deductions:	1,382.36	Taxes:	1,901.00	Net Pay:	7,209.85
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Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 7,094.37
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	407.00	6,767.51
S	20.00	383.87
SAL	1.00	2,075.15
Vacation	8.00	134.55
Total:	436.00	9,395.70

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,537.19	740.78	0.00
MC	9,136.97	132.48	132.48
SS	9,136.97	566.50	566.50
Unemployment	7,257.19	0.00	0.01
Total:		1,439.76	698.99

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,395.70	469.78	426.55
520	0.00	130.00	0.00
550	0.00	43.86	0.00
580	0.00	3.06	0.00
590	0.00	159.59	2,075.26
595	0.00	14.30	0.00
615	0.00	40.98	0.00
Total:		861.57	2,501.81

RECAP 2140 - Tax Assessor-Collector

Earnings:	9,395.70	Benefits:	0.00	Deductions:	861.57	Taxes:	1,439.76	Net Pay:	7,094.37
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Department: 2150 - County Clerk

Total Direct Deposits: 9,042.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	125.54
Hourly	517.58	8,685.60
S	25.25	441.22
SAL	1.00	2,098.92
Vacation	9.17	146.62
Total:	561.00	11,497.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,544.08	610.45	0.00
MC	11,178.97	162.10	162.10
SS	11,178.97	693.10	693.10
Unemployment	8,841.72	0.00	0.00
Total:		1,465.65	855.20

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,497.90	574.89	522.01
520	0.00	60.00	0.00
550	0.00	145.33	0.00
551	0.00	59.22	0.00
580	0.00	9.18	0.00
590	0.00	0.00	2,730.72
595	0.00	22.61	0.00
610	0.00	27.00	0.00
615	0.00	91.77	0.00
Total:		990.00	3,252.73

RECAP 2150 - County Clerk

Earnings: 11,497.90 Benefits: 0.00 Deductions: 990.00 Taxes: 1,465.65 Net Pay: 9,042.25

Department: 3000 - County Clerk

Total Direct Deposits: 1,006.91
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	67.00	1,051.40
Hourly	13.00	204.01
Total:	80.00	1,255.41

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,177.52	75.73	0.00
MC	1,240.29	17.98	17.98
SS	1,240.29	76.90	76.90
Unemployment	1,240.29	0.00	0.00
Total:		170.61	94.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,255.41	62.77	57.00
550	0.00	15.12	0.00
590	0.00	0.00	341.34
Total:		77.89	398.34

RECAP 3000 - County Clerk

Earnings: 1,255.41 Benefits: 0.00 Deductions: 77.89 Taxes: 170.61 Net Pay: 1,006.91

Department: 3200 - District Attorney

Total Direct Deposits: 23,415.49
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
DA Supplement	0.00	477.70
Hourly	502.50	10,170.43
Misc	1.00	34.62
S	45.50	979.55
SAL	-5.00	19,204.46
Vacation	24.00	314.69
Total:	568.00	31,181.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	28,378.57	2,625.72	0.00
MC	29,995.91	434.93	434.93
SS	29,995.91	1,859.75	1,859.75
Unemployment	30,561.56	0.00	0.00
Total:	4,920.40	2,294.68	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	31,146.83	1,557.34	1,414.08
520	0.00	60.00	0.00
550	0.00	107.57	0.00
551	0.00	465.79	0.00
552	0.00	192.30	0.00
580	0.00	10.71	0.00
590	0.00	319.18	4,833.20
595	0.00	20.02	0.00
615	0.00	80.68	0.00
Total:	2,813.59	6,247.28	

RECAP 3200 - District Attorney

Earnings: 31,181.45 Benefits: 0.00 Deductions: 2,813.59 Taxes: 4,920.40 Net Pay: 23,447.46

Department: 3220 - District Clerk

Total Direct Deposits: 8,955.55
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	131.50
Hourly	456.00	7,838.27
S	40.00	655.47
SAL	1.00	2,102.42
Vacation	49.00	820.85
VAC-PAYOUT	21.56	354.39
Total:	575.56	11,902.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,673.63	843.79	0.00
MC	11,368.77	164.84	164.84
SS	11,368.77	704.86	704.86
Unemployment	10,272.65	0.00	0.00
Total:	1,713.49	869.70	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,902.90	595.14	540.40
520	0.00	100.00	0.00
550	0.00	75.94	0.00
551	0.00	215.37	0.00
580	0.00	4.59	0.00
590	0.00	159.59	2,416.60
595	0.00	8.60	0.00
615	0.00	74.63	0.00
Total:	1,233.86	2,957.00	

RECAP 3220 - District Clerk

Earnings: 11,902.90 Benefits: 0.00 Deductions: 1,233.86 Taxes: 1,713.49 Net Pay: 8,955.55

Department: 3230 - District Judge

Total Direct Deposits: 5,166.81
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	77.00	1,403.98
S	24.00	1,004.91
SAL	-17.00	4,566.45
Vacation	3.00	54.70
Total:	87.00	7,030.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,061.22	394.67	0.00
MC	6,512.70	94.43	94.43
SS	6,512.70	403.78	403.78
Unemployment	6,953.30	0.00	0.00
Total:	892.88	892.88	498.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,030.04	351.48	319.17
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	319.18	737.12
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	970.35	1,056.29	

RECAP 3230 - District Judge

Earnings: 7,030.04 Benefits: 0.00 Deductions: 970.35 Taxes: 892.88 Net Pay: 5,166.81

Department: 3240 - County Court Law

Total Direct Deposits: 6,408.68
 Total Check Amounts: 1,147.04

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
SAL	-37.00	5,825.61
Vacation	40.00	1,525.65
Total:	3.00	10,582.03

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,756.03	1,394.36	0.00
MC	10,535.14	152.77	152.77
SS	10,535.14	653.18	653.18
Unemployment	9,047.28	0.00	0.00
Total:	2,200.31	2,200.31	805.95

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,582.03	529.11	480.42
520	0.00	250.00	0.00
550	0.00	27.23	0.00
590	0.00	0.00	341.34
595	0.00	2.86	0.00
615	0.00	16.80	0.00
Total:	826.00	821.76	

RECAP 3240 - County Court Law

Earnings: 10,582.03 Benefits: 0.00 Deductions: 826.00 Taxes: 2,200.31 Net Pay: 7,555.72

Department: 3251 - JP Prect. 1

Total Direct Deposits: 3,251.61
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	156.00	2,579.97
S	4.00	65.16
SAL	1.00	1,800.35
Total:	161.00	4,445.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,940.76	294.15	0.00
MC	4,163.04	60.37	60.37
SS	4,163.04	258.10	258.10
Unemployment	2,614.89	0.00	0.00
Total:	612.62	318.47	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,445.48	222.28	201.83
550	0.00	61.39	0.00
551	0.00	142.30	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,024.02
595	0.00	2.86	0.00
615	0.00	75.89	0.00
Total:	581.25	1,225.85	

RECAP 3251 - JP Prect. 1

Earnings: 4,445.48 Benefits: 0.00 Deductions: 581.25 Taxes: 612.62 Net Pay: 3,251.61

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,409.75
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	2,656.81
SAL	1.00	1,800.35
Total:	161.00	4,457.16

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,070.20	313.94	0.00
MC	4,293.06	62.25	62.25
SS	4,293.06	266.17	266.17
Unemployment	4,380.88	0.00	0.00
Total:	642.36	328.42	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,457.16	222.86	202.36
550	0.00	76.28	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,024.02
595	0.00	14.18	0.00
610	0.00	13.50	0.00
615	0.00	73.64	0.00
Total:	405.05	1,226.38	

RECAP 3252 - JP Prect. 2

Earnings: 4,457.16 Benefits: 0.00 Deductions: 405.05 Taxes: 642.36 Net Pay: 3,409.75

Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,928.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	139.00	2,013.61
S	2.00	33.55
SAL	1.00	1,800.35
Total:	142.00	3,882.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,464.03	256.06	0.00
MC	3,658.14	53.04	53.04
SS	3,658.14	226.80	226.80
Unemployment	3,851.55	0.00	0.00
Total:	15,631.86	535.90	279.84

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,882.13	194.11	176.25
550	0.00	30.58	0.00
590	0.00	159.59	709.90
595	0.00	2.86	0.00
615	0.00	30.96	0.00
Total:	3,882.13	418.10	886.15

RECAP 3253 - JP Prect. 3

Earnings: 3,882.13 Benefits: 0.00 Deductions: 418.10 Taxes: 535.90 Net Pay: 2,928.13

Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,056.61
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,342.00
SAL	1.00	1,800.35
Total:	81.00	3,142.35

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,752.65	238.85	0.00
MC	2,919.77	42.34	42.34
SS	2,919.77	181.02	181.02
Unemployment	1,342.00	0.00	0.00
Total:	9,933.19	462.21	223.36

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,142.35	157.12	142.67
520	0.00	10.00	0.00
530	0.00	230.77	0.00
550	0.00	15.12	0.00
551	0.00	19.23	0.00
580	0.00	3.06	0.00
590	0.00	159.59	709.90
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	3,142.35	623.53	852.57

RECAP 3254 - JP Prect. 4

Earnings: 3,142.35 Benefits: 0.00 Deductions: 623.53 Taxes: 462.21 Net Pay: 2,056.61

Department: 4300 - County Sheriff

Total Direct Deposits: 55,411.26
 Total Check Amounts: 1,289.51

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	34.62
165 Stipend w/RET	0.00	466.17
C 19	40.00	737.75
Hourly	2,506.50	51,693.56
Misc	80.00	1,945.31
OT	72.50	2,034.92
S	51.00	1,038.44
SAL	5.00	12,645.88
Uniform	0.00	875.00
Vacation	171.00	3,339.90
Total:	2,926.00	74,811.55

TAXES

Code	Subject To	Employee	Employer
Federal W/H	68,523.13	5,910.42	0.00
MC	72,296.99	1,048.32	1,048.32
SS	72,296.99	4,482.40	4,482.40
Unemployment	69,721.51	0.00	0.00
Total:		11,441.14	5,530.72

DEDUCTIONS

Code	Subject To	Employee	Employer
400	74,776.93	3,738.86	3,394.87
520	0.00	35.00	0.00
530	0.00	298.15	0.00
550	0.00	473.74	0.00
551	0.00	407.67	0.00
580	0.00	29.07	0.00
590	0.00	1,144.63	12,451.56
595	0.00	39.65	0.00
610	0.00	54.00	0.00
615	0.00	448.87	0.00
Total:		6,669.64	15,846.43

RECAP 4300 - County Sheriff

Earnings:	74,811.55	Benefits:	0.00	Deductions:	6,669.64	Taxes:	11,441.14	Net Pay:	56,700.77
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Department: 4310 - County Jail

Total Direct Deposits: 60,154.77
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	200.76
FH - LAW	12.00	223.25
FLOAT	16.00	290.20
Hourly	3,235.50	62,727.97
OT	81.00	2,500.60
S	91.63	1,827.39
SAL	3.00	6,456.44
Uniform	0.00	850.00
Vacation	15.87	294.61
VAC-PAYOUT	188.00	3,213.97
Total:	3,643.00	78,585.19

TAXES

Code	Subject To	Employee	Employer
Federal W/H	72,564.69	6,175.19	0.00
MC	76,538.95	1,109.82	1,109.82
SS	76,538.95	4,745.39	4,745.39
Unemployment	70,423.08	0.00	0.00
Total:		12,030.40	5,855.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	78,585.19	3,929.26	3,567.75
520	0.00	45.00	0.00
530	0.00	341.54	0.00
550	0.00	395.59	0.00
551	0.00	-373.09	0.00
580	0.00	24.48	0.00
590	0.00	1,276.72	13,188.68
595	0.00	90.62	0.00
610	0.00	13.50	0.00
615	0.00	656.40	0.00
Total:		6,400.02	16,756.43

RECAP 4310 - County Jail

Earnings: 78,585.19 Benefits: 0.00 Deductions: 6,400.02 Taxes: 12,030.40 Net Pay: 60,154.77

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 2,285.27
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	111.50	1,499.61
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	112.50	2,781.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,642.85	144.76	0.00
MC	2,781.96	40.34	40.34
SS	2,781.96	172.48	172.48
Unemployment	1,499.61	0.00	0.00
Total:		357.58	212.82

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,781.96	139.11	126.30
Total:		139.11	126.30

RECAP 4321 - Constables-Pct. 1

Earnings: 2,781.96 Benefits: 0.00 Deductions: 139.11 Taxes: 357.58 Net Pay: 2,285.27

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,270.79
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	37.50	517.13
SAL	1.00	1,222.73
Uniform	0.00	75.00
Total:	38.50	1,849.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,726.59	316.65	0.00
MC	1,819.06	26.37	26.37
SS	1,819.06	112.78	112.78
Unemployment	1,835.86	0.00	0.00
Total:	455.80	455.80	139.15

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,849.48	92.47	83.97
550	0.00	13.62	0.00
590	0.00	0.00	341.34
615	0.00	16.80	0.00
Total:	122.89	122.89	425.31

RECAP 4322 - Constables-Pct. 2

Earnings: 1,849.48 Benefits: 0.00 Deductions: 122.89 Taxes: 455.80 Net Pay: 1,270.79

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 2,816.29
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	155.50	2,379.55
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	156.50	3,661.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,206.92	128.23	0.00
MC	3,390.01	49.16	49.16
SS	3,390.01	210.18	210.18
Unemployment	3,410.68	0.00	0.00
Total:	387.57	387.57	259.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,661.90	183.09	166.25
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.59	709.90
595	0.00	13.89	0.00
615	0.00	67.83	0.00
Total:	458.04	458.04	876.15

RECAP 4323 - Constables-Pct. 3

Earnings: 3,661.90 Benefits: 0.00 Deductions: 458.04 Taxes: 387.57 Net Pay: 2,816.29

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 2,494.17
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	146.50	2,020.24
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	147.50	3,302.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,838.00	109.50	0.00
MC	3,043.13	44.13	44.13
SS	3,043.13	188.67	188.67
Unemployment	1,510.01	0.00	0.01
Total:	342.30	232.81	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,302.59	165.13	149.93
520	0.00	40.00	0.00
550	0.00	21.23	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.59	368.56
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	466.12	518.49	

RECAP 4324 - Constables-Pct. 4

Earnings: 3,302.59 Benefits: 0.00 Deductions: 466.12 Taxes: 342.30 Net Pay: 2,494.17

Department: 4330 - Driver's License

Total Direct Deposits: 566.86
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	648.96
Total:	48.00	648.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	616.51	0.00	0.00
MC	648.96	9.41	9.41
SS	648.96	40.24	40.24
Total:	49.65	49.65	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	648.96	32.45	29.46
Total:	32.45	29.46	

RECAP 4330 - Driver's License

Earnings: 648.96 Benefits: 0.00 Deductions: 32.45 Taxes: 49.65 Net Pay: 566.86

Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,258.41
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	147.67
Hourly	515.75	13,314.03
JP COMP TAKEN	5.75	127.59
S	22.00	580.86
SAL	2.00	6,436.31
Vacation	16.50	481.43
Total:	562.00	21,087.89

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	11.50	300.93
Total:	11.50	300.93

TAXES

Code	Subject To	Employee	Employer
Federal W/H	17,273.20	1,553.44	0.00
MC	19,002.60	275.54	275.54
SS	19,002.60	1,178.16	1,178.16
Unemployment	21,087.89	0.00	0.00
Total:		3,007.14	1,453.70

DEDUCTIONS

Code	Subject To	Employee	Employer
400	21,087.89	1,054.40	957.40
520	0.00	675.00	0.00
551	0.00	569.21	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	1,199.42	2,839.60
595	0.00	5.74	0.00
615	0.00	118.62	0.00
Total:		3,822.34	3,797.00

RECAP 5401 - Juvenile Probation

Earnings:	21,087.89	Benefits:	300.93	Deductions:	3,822.34	Taxes:	3,007.14	Net Pay:	14,258.41
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Department: 6520 - Building Maintenance

Total Direct Deposits: 5,972.10
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	115.37
Hourly	344.50	6,038.03
S	37.50	640.31
SAL	-31.00	1,079.60
Vacation	50.00	1,017.25
Total:	401.00	8,890.56

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,276.20	617.01	0.00
MC	8,720.73	126.45	126.45
SS	8,720.73	540.68	540.68
Unemployment	8,811.86	0.00	0.00
Total:		1,284.14	667.13

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,890.56	444.53	403.63
520	0.00	1,000.00	0.00
550	0.00	78.70	0.00
551	0.00	57.69	0.00
580	0.00	6.12	0.00
590	0.00	0.00	2,048.04
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	24.86	0.00
Total:		1,634.32	2,451.67

RECAP 6520 - Building Maintenance

Earnings:	8,890.56	Benefits:	0.00	Deductions:	1,634.32	Taxes:	1,284.14	Net Pay:	5,972.10
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Department: 6550 - Elections

Total Direct Deposits: 3,156.65
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	151.00	2,163.00
SAL	1.00	1,835.53
Total:	152.00	4,033.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,608.44	160.32	0.00
MC	3,810.10	55.25	55.25
SS	3,810.10	236.22	236.22
Unemployment	4,002.91	0.00	0.00
Total:	451.79	451.79	291.47

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,033.15	201.66	183.10
550	0.00	30.24	0.00
590	0.00	159.59	1,051.24
595	0.00	8.31	0.00
615	0.00	24.91	0.00
Total:	424.71	1,234.34	

RECAP 6550 - Elections

Earnings: 4,033.15 Benefits: 0.00 Deductions: 424.71 Taxes: 451.79 Net Pay: 3,156.65

Department: 6560 - Commissioners Court

Total Direct Deposits: 9,735.73
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	228.66
Hourly	72.00	1,362.77
SAL	6.00	11,716.72
Vacation	8.00	151.42
Total:	86.00	13,459.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,608.91	923.68	0.00
MC	12,331.88	178.80	178.80
SS	12,331.88	764.58	764.58
Unemployment	11,470.21	0.00	0.00
Total:	1,867.06	1,867.06	943.38

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,459.57	672.97	611.05
520	0.00	50.00	0.00
550	0.00	72.94	0.00
551	0.00	103.84	0.00
580	0.00	6.12	0.00
590	0.00	852.95	2,471.04
595	0.00	22.36	0.00
615	0.00	75.60	0.00
Total:	1,856.78	3,082.09	

RECAP 6560 - Commissioners Court

Earnings: 13,459.57 Benefits: 0.00 Deductions: 1,856.78 Taxes: 1,867.06 Net Pay: 9,735.73

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,245.49
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
S	8.00	155.39
SAL	-7.00	1,398.46
Total:	1.00	1,588.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,509.05	140.51	0.00
MC	1,588.47	23.03	23.03
SS	1,588.47	98.49	98.49
Unemployment	1,588.47	0.00	0.00
Total:		262.03	121.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,588.47	79.42	72.12
580	0.00	1.53	0.00
Total:		80.95	72.12

RECAP 6570 - Veteran Service Officer

Earnings: 1,588.47 Benefits: 0.00 Deductions: 80.95 Taxes: 262.03 Net Pay: 1,245.49

Department: 6580 - Human Resources

Total Direct Deposits: 1,197.91
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	-7.00	1,749.78
Vacation	8.00	194.42
Total:	1.00	1,944.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,816.57	472.26	0.00
MC	1,913.78	27.75	27.75
SS	1,913.78	118.65	118.65
Unemployment	1,930.58	0.00	0.00
Total:		618.66	146.40

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,944.20	97.21	88.27
550	0.00	13.62	0.00
615	0.00	16.80	0.00
Total:		127.63	88.27

RECAP 6580 - Human Resources

Earnings: 1,944.20 Benefits: 0.00 Deductions: 127.63 Taxes: 618.66 Net Pay: 1,197.91

Department: 6590 - Purchasing Department

Total Direct Deposits: 2,651.47
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	32.00	618.46
SAL	1.00	2,074.35
VAC-PAYOUT	39.94	771.92
Total:	72.94	3,515.50

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,331.66	411.88	0.00
MC	3,507.44	50.85	50.85
SS	3,507.44	217.46	217.46
Unemployment	3,515.50	0.00	0.00
Total:		680.19	268.31

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,515.50	175.78	159.61
590	0.00	0.00	341.34
615	0.00	8.06	0.00
Total:		183.84	500.95

RECAP 6590 - Purchasing Department

Earnings: 3,515.50 Benefits: 0.00 Deductions: 183.84 Taxes: 680.19 Net Pay: 2,651.47

Department: 6610 - IT-Technology

Total Direct Deposits: 2,072.55
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	-3.00	2,557.69
Vacation	4.00	134.62
Total:	1.00	2,726.93

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,579.66	297.81	0.00
MC	2,716.01	39.38	39.38
SS	2,716.01	168.39	168.39
Unemployment	2,726.93	0.00	0.00
Total:		505.58	207.77

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,726.93	136.35	123.80
580	0.00	1.53	0.00
590	0.00	0.00	341.34
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:		148.80	465.14

RECAP 6610 - IT-Technology

Earnings: 2,726.93 Benefits: 0.00 Deductions: 148.80 Taxes: 505.58 Net Pay: 2,072.55

Department: 6630 - Grants Department

Total Direct Deposits: 3,201.50
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	78.00	1,507.50
S	2.00	38.65
SAL	1.00	2,500.00
Total:	81.00	4,096.92

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,677.68	177.64	0.00
MC	3,882.53	56.29	56.29
SS	3,882.53	240.72	240.72
Unemployment	4,081.80	0.00	0.00
Total:		474.65	297.01

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,096.92	204.85	186.00
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	159.59	368.56
595	0.00	5.74	0.00
615	0.00	33.94	0.00
Total:		420.77	554.56

RECAP 6630 - Grants Department

Earnings: 4,096.92 Benefits: 0.00 Deductions: 420.77 Taxes: 474.65 Net Pay: 3,201.50

Department: 6640 - Code Investigator

Total Direct Deposits: 3,451.87
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	28.62
Hourly	80.00	1,490.77
Uniform	0.00	33.92
Vacation	32.00	658.92
VAC-PAYOUT	121.38	2,499.37
Total:	233.38	4,711.60

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,430.10	621.30	0.00
MC	4,665.68	67.66	67.66
SS	4,665.68	289.27	289.27
Unemployment	4,711.60	0.00	0.00
Total:	978.23	356.93	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,711.60	235.58	213.91
551	0.00	35.00	0.00
590	0.00	0.00	341.34
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:	281.50	555.25	

RECAP 6640 - Code Investigator

Earnings: 4,711.60 Benefits: 0.00 Deductions: 281.50 Taxes: 978.23 Net Pay: 3,451.87

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,217.10
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,649.34
OT	4.00	123.70
SAL	1.00	2,280.41
Total:	85.00	4,053.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,774.50	251.62	0.00
MC	3,977.17	57.67	57.67
SS	3,977.17	246.58	246.58
Unemployment	4,007.75	0.00	0.00
Total:	555.87	304.25	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,053.45	202.67	184.03
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	682.68
595	0.00	5.72	0.00
615	0.00	24.86	0.00
Total:	280.48	866.71	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 4,053.45 Benefits: 0.00 Deductions: 280.48 Taxes: 555.87 Net Pay: 3,217.10

Department: 7610 - Sanitation Department

Total Direct Deposits: 2,290.75
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,670.17
Uniform	0.00	25.00
Total:	140.00	2,729.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,562.72	63.96	0.00
MC	2,699.21	39.13	39.13
SS	2,699.21	167.35	167.35
Unemployment	2,699.21	0.00	0.00
Total:	270.44	270.44	206.48

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,729.79	136.49	123.93
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	0.00	341.34
Total:	168.60	168.60	465.27

RECAP 7610 - Sanitation Department

Earnings: 2,729.79 Benefits: 0.00 Deductions: 168.60 Taxes: 270.44 Net Pay: 2,290.75

Department: 8700 - County Agent

Total Direct Deposits: 3,995.98
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,416.27
SAL	3.00	3,523.80
Total:	83.00	4,940.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,769.62	396.99	0.00
MC	4,923.27	71.40	71.40
SS	4,923.27	305.25	305.25
Unemployment	4,940.07	0.00	0.00
Total:	773.64	773.64	376.65

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,072.99	153.65	139.52
590	0.00	0.00	682.68
615	0.00	16.80	0.00
Total:	170.45	170.45	822.20

RECAP 8700 - County Agent

Earnings: 4,940.07 Benefits: 0.00 Deductions: 170.45 Taxes: 773.64 Net Pay: 3,995.98



Packet: PYPKT02101 - PAYROLL 09/12/2021 THRU 09/25/2021
 Payroll Set: 01 - Payroll Set 01

Pay Period: 09/12/2021 - 09/25/2021

Males Paid: 142
 Females Paid: 116
 Total Employees: 258

Total Direct Deposits: 309,162.44
 Total Check Amounts: 8,419.92

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	34.62
165 Stipend w/RET	0.00	1,787.30
BEREAVEMENT	24.00	444.87
C-19	107.00	1,789.15
DA Supplement	0.00	477.70
FH - LAW	12.00	223.25
FLOAT	56.50	1,025.47
Hourly	13,531.83	258,253.47
JP COMP TAKEN	5.75	127.59
Jud Stip	0.00	3,230.77
LWOP	107.68	0.00
Misc	81.00	1,979.93
OT	198.34	5,780.33
S	480.04	10,019.45
SAL	-93.00	114,902.29
Uniform	0.00	2,133.92
Vacation	559.70	11,633.55
VAC PAYOUT	501.27	9,189.27
Total:	15,572.11	423,032.93

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	11.50	300.93
Total:	11.50	300.93

TAXES

Code	Subject To	Employee	Employer
Federal W/H	382,925.91	32,782.03	0.00
MC	406,975.73	5,901.12	5,901.12
SS	406,975.73	25,232.40	25,232.40
Unemployment	383,505.29	0.00	0.02
Total:		63,915.55	31,133.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	421,096.61	21,054.82	19,117.82
520	0.00	2,995.00	0.00
530	0.00	1,055.08	0.00
550	0.00	2,177.92	0.00
551	0.00	2,074.12	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	159.12	0.00
590	0.00	8,413.67	68,701.34
595	0.00	374.10	0.00
610	0.00	138.80	0.00
615	0.00	2,632.79	0.00
Total:		41,535.02	87,819.16

RECAP 01 - Payroll Set 01

Earnings: 423,032.93 Benefits: 300.93 Deductions: 41,535.02 Taxes: 63,915.55 Net Pay: 317,582.36

**B. \$95,049.08 Payroll Tax (9/12/2021
- 9/25/2021)**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$ 95,049.09 (Payroll Tax 9/12/2021 – 9/25/2021)

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
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(1) Judge Haden

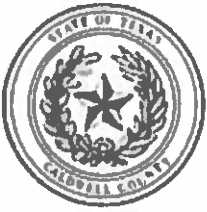
(2) _____

(3) _____

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

4. 
Signature of Court Member

10/11/2021
Date



Packet: PYPKT02101 - PAYROLL 09/12/2021 THRU 09/25/2021
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EARNINGS

Pay Code	Units	Pay Amount
165	0.00	34.62
165 Stipend w/RET	0.00	1,787.30
BEREAVEMENT	24.00	444.87
C-19	107.00	1,789.15
DA Supplement	0.00	477.70
FH - LAW	12.00	223.25
FLOAT	56.50	1,025.47
Hourly	13,531.83	258,253.47
JP COMP TAKEN	5.75	127.59
Jud Stip	0.00	3,230.77
LWOP	107.68	0.00
Misc	81.00	1,979.93
OT	198.34	5,780.33
S	480.04	10,019.45
SAL	93.00	114,902.29
Uniform	0.00	2,133.92
Vacation	559.70	11,633.55
VAC PAYOUT	501.27	9,189.27
Total:	15,572.11	423,032.93

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	11.50	300.93
Total:	11.50	300.93

TAXES

Code	Subject To	Employee	Employer
Federal W/H	382,925.91	32,782.03	0.00
MC	406,975.73	5,901.12	5,901.12
SS	406,975.73	25,232.40	25,232.40
Unemployment	383,505.29	0.00	0.02
Total:		63,915.55	31,133.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	421,096.61	21,054.82	19,117.82
520	0.00	2,995.00	0.00
530	0.00	1,055.08	0.00
550	0.00	2,177.92	0.00
551	0.00	2,074.12	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	159.12	0.00
590	0.00	8,413.67	68,701.34
595	0.00	374.10	0.00
610	0.00	138.80	0.00
615	0.00	7,632.79	0.00
Total:		41,535.02	87,819.16

RECAP 01 - Payroll Set 01

Earnings: 423,032.93 Benefits: 300.93 Deductions: 41,535.02 Taxes: 63,915.55 Net Pay: 317,582.36

C. \$72,166.21 (DMV Remittance)

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

\$72,166.21 (DMV Remittance)

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden _____

(2) _____

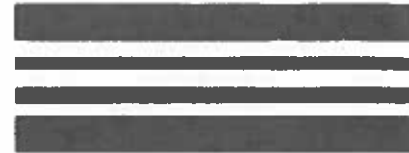
(3) _____

3. **Backup Materials:**

None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/5/2021
Date



Sept. 23 21

\$ 72,166.21

REGISTRATION & TITLE SYSTEM

Customer Miscellaneous Reports Local Options Accounting Inventory Funds Exit Help

Funds Due Summary ACC017

Select a reporting area from left and press show

Due Date	Funds Report Date	Reporting Date	Total Amount Due	Apportionment Amount
09-15-2021	09-15-2021	09-15-2021	72166.21	0.00
09-14-2021	09-14-2021	09-14-2021	320.00	0.00
09-17-2021	09-15-2021	09-15-2021	360.00	0.00
09-29-2021	09-18-2021	09-18-2021	555.00	0.00
09-17-2021	09-17-2021	09-17-2021	483.00	0.00
09-15-2021	09-15-2021	09-15-2021	45379.00	0.00
Totals:			72166.21	0.00

Print Cancel

Law: 00000000 CALDWELL COUNTY CALDWELL COUNTY SAN ANTONIO 00 00 00000000

Page Number: 10.1 8 2019-09-15

3. To accept the September 2021 Indigent Burial Report

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: 10/11/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
to accept the September 2021 indigent burial report

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden _____

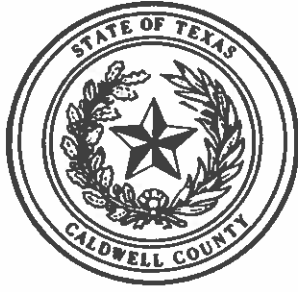
(2) _____

(3) _____

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

4.  _____
Signature of Court Member


10/15/2021 _____
Date



Caldwell County Indigent Burial Report
Monthly Financial Report

Month: September 2021

Date	City	Deceased	Fiscal Budget \$20,000	Amount Paid	Budget Remaining
11.12.20	Luling	Marx		\$850.00	\$19,150.00
11.20.20	Lockhart	Solano		\$650.00	\$18,500.00
12.23.20	San Marcos	Martinez		\$650.00	\$17,850.00
02.08.21	Austin	Diaz		\$1,120.00	\$16,730.00
02.09.21	Luling	Campbell		\$1,100.00	\$15,630.00
03.22.21	Lockhart	Ledezma		\$650.00	\$14,980.00
04.14.21	Lockhart	Youtsey		\$650.00	\$14,330.00
04.14.21	Headstones			\$1,824.00	\$12,506.00
05.03.21	San Marcos	Marcrum		\$675.00	\$11,831.00
05.06.21	Lockhart	Zarate		\$650.00	\$11,181.00
05.25.21	Lockhart	Garza		\$650.00	\$10,531.00
06.30.21	Luling	Falcon		\$900.00	\$9,631.00
07.29.21	Lockhart	Tinajero		\$650.00	\$8,981.00
08.02.21	Lockhart	Barnes		\$825.00	\$8,156.00
08.02.21	Luling	Guzman		\$900.00	\$7,256.00
08.02.21	Luling	Huffmaster		\$900.00	\$6,356.00
09.01.21	Lockhart	Flores		\$475.00	\$5,881.00
9.13.21	Lockhart	Hitchcock		\$650.00	\$5,231.00
			YTD	<u>\$14,769.00</u>	<u>\$5,231.00</u>


Report Submitted by: Judge Haden

10/4/2021

**4. To ratify the service agreement with
Southern Healthcare Partners**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
to ratify the service agreement with Southern Healthcare Partners

1. Costs:

Actual Cost or **Estimated Cost** \$ 562,980.00

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) Mike Lane

(3) _____

3. Backup Materials: None To Be Distributed 23 total # of backup pages
(including this page)

4. 

Signature of Court Member

10/11/2021

Date

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Caldwell County, Texas (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, d/b/a SHP Vista Health Management, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 29 day of September, 2021. Services under this Agreement shall commence on October 1, 2021, and shall continue through September 30, 2022, in accordance with Section No. 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Caldwell County Jail facility (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Caldwell County Commissioners' Court for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site provider(s) prescribe a low-level mental health medication until

patient can be scheduled and seen by an outside mental health professional, if needed.

1.2 Scope of General Services. The responsibility of SHP for care of an inmate commences no earlier than the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. As more fully explained in Section No. 1.4 herein, none of the services to be provided by SHP as described herein shall alter or eliminate the duty and ability of the County, through its employees, to arrange for emergency medical care at any time.

SHP shall be financially responsible for the costs of SHP physician, mid-level provider and nurse staffing, over-the-counter medications, medical supplies, medically-generated hazardous waste disposal, office supplies, and administrative services. SHP's financial responsibility for the costs of emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

County acknowledges that the services of FasPsych, for 24/7 video mental health consultations on-demand, shall be made available to County through SHP. Should County elect to utilize FasPsych on-demand services, the cost of the services shall be in addition to SHP's base contract fee, incurred on a per-use basis at a flat rate of \$153.00 per call, with the costs going into the pool accounting and subject to the annual pool limit as set forth in Section No. 1.5.

SHP may not provide and/or shall not pay for any services, supplies, equipment or other items not specifically contained in this Agreement. Arrangements may be made in agreement with the County for SHP to purchase items or provide services,

outside of this Agreement, and by mutual agreement between the County and SHP. Any such agreements shall be in writing.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP shall not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section No. 1.9 of this Agreement. The County shall be responsible for the transportation and for any and all costs associated with the same.

1.4 Emergency Services. When on-site, SHP staff shall be a resource for providing on-site emergency medical care, as medically necessary, to inmates, or for arranging for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall either be billed directly to County by the provider or placed in the annual cost pool, at the County's election. County acknowledges that, whether or not an SHP staff member is on-site, in the event of a medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact SHP medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate Jail staff believes to be in need of immediate medical care.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail shall

be limited by a pool established in the amount of \$54,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$54,000.00 in any year, SHP shall either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$54,000.00, or in the alternative, shall refer all additional qualifying invoices to County for payment directly to the provider of care. The date of service for any cost pool items shall be used to determine the calendar month in which the expenses are applied within the cost pool, unless otherwise advised by the County during reconciliation and/or cost pool billing purposes. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP shall allow a grace period of up to sixty days from the date of invoice, and shall thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount shall be prorated for any contract period of less or more than twelve months.

If the costs of care as described in this Section No. 1.5 are less than \$54,000.00 in any year (defined as a twelve-month contract period), SHP shall repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$54,000.00 annual limit. County acknowledges that, at the end of each contract period, the cost pool billing shall remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date shall be November 30 based on a contract period schedule ending on September 30 each year. SHP shall continue to process cost pool payments applicable to the prior contract period through November 30 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the November 30 cut-off date which are applicable to the prior contract period shall either be rolled over into the pool for the then-current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail), hospitalizations and all other medical and mental health services rendered outside the Jail.

County acknowledges that the services of FasPsych, for 24/7 video mental health consultations on-demand, shall be made available to County through SHP. Should County elect to utilize FasPsych on-demand services, the cost of the services shall be in addition to SHP's base contract fee, incurred on a per-use basis at a flat rate of \$153.00 per call, with the costs going into the pool accounting and subject to the annual pool limit as set forth in Section No. 1.5.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.

An inmate shall not be accepted into the Jail by County without first being medically cleared for booking and commitment. Once an inmate has been medically stabilized and committed to the Jail, SHP shall, upon notification by Jail staff to a member of the SHP medical staff of a medical need and to the extent SHP medical staff is on-site, in accordance with the provisions of Section No. 1.2, provide or arrange for medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail

and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section No. 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance.

ARTICLE II: PERSONNEL.

2.1 Staffing. County acknowledges that SHP shall provide an on-site staffing plan as outlined in the proposal staffing model provided herein for reference. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

<i>POSITION</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>Hours per week</i>
Professional Staff								
Medical Director		2						2
Administrative Staff								
Medical Team Administrator		8	8	8	8	8		40
Support Staff								
LVN Days		12		12		12		36
LVN Days	12		12		12		12	48
LVN Nights		12		12		12		36
LVN Nights	12		12		12		12	48
TOTAL NURSING HOURS								208

- a. Holidays. SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. County acknowledges a holiday staffing exception for the Medical Team Administrator nurse (who shall be allowed absences on SHP-designated holidays).
- b. Other Absences. For all other absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide

replacement coverage, and if it is unable to do so, SHP and County shall negotiate a mutually agreeable remedy.

- c. Medication Passes. SHP staff shall prepare all inmate medications. SHP staff shall, when on-site, pass medications to inmates. Jail staff shall not routinely pass inmate medications. However, County acknowledges that in the absence of an SHP nurse on-site, Jail staff shall administer all inmate medications, without delay, as scheduled per written medication Order.
- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.
- e. PREA Compliance. All SHP personnel will have a working knowledge of all Sheriff's Office Policies and Procedures referencing PREA (Prison Rape Elimination Act). SHP will adhere to them, and incorporate all PREA Standards including Standards 115.32 and 115.35 into their daily job performance.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of Texas, and shall be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Texas law. SHP shall be responsible for verifying licensure requirements and qualifications, and County shall be responsible for timely background checks and clearance checks upon request by SHP.

2.3 County's Satisfaction with Health Care Personnel. SHP shall have the sole discretion and authority in all personnel hiring decisions. In no event shall the County or Sheriff retain the right to hire and fire SHP personnel. SHP shall retain control over and have the final authority concerning the staffing of its health care personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP shall be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In performing its obligations under the Agreement, it is understood that SHP is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, or other professional healthcare service requiring licensure or other authorization under state law. To fulfill its contractual obligations, SHP may engage physicians or other clinicians as independent contractors, rather than employees, in

order to supply the clinical services required under this Agreement. SHP shall engage contract professionals that meet the applicable professional licensing requirements and SHP shall exercise administrative supervision of such contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the contract professional is required to exercise. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None shall discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each shall state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. SHP shall also provide additional training courses on a variety of topics, at no cost to the County, upon request by the County to SHP. Such training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents. County training of its own staff shall include training regarding intake and screening, and medical services for inmates, as required by federal and/or state statute, regulation, and/or law.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP shall assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Texas law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. Upon request, SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Texas law, in order to assist SHP in providing the best possible health care services to inmates, County shall provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. SHP policies and procedures are for use by SHP employees only, and are not intended to establish a standard of medical care, and such information should not be used as final determination of medical service, knowing each situation is individually evaluated, and good prudent medical judgement is to be used. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County shall make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's

obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. SHP shall be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors only in the event such loss or damage was caused by the negligence of SHP or its employees.

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Jail Administrator. The County shall, upon notification by SHP, exercise every effort to bring officer staffing levels back up to standard within a reasonable period of time.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County shall provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. County shall provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP shall return to County's possession and control all medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by SHP.

5.4 Infection Control – Personal Protective Equipment (PPE). SHP and County understand that adequate infection control PPE are essential and necessary for the health and safety of the agents, employees and subcontractors of SHP as well as for the health and safety of inmates and County's staff, consistent with the correctional setting. SHP shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for its employees and/or subcontractors in compliance with regular County, State or Federal entity requirements or regulations. In the instance of any outbreak, pandemic, jail directive/instruction, or other unusual infection control situation, additional PPE supplies and/or cost increases above SHP's usual practice and procedure shall be assessed back to the County either through a contracted cost pool structure or direct billing back to the County for reimbursement to SHP.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on October 1, 2021. The initial term of this Agreement shall end on September 30, 2022, and this Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on October 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
 - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or

- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section No. 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Caldwell County Commissioners' Court. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates shall belong to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County shall compensate SHP based on the twelve-month annualized price of \$562,980.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement shall be in the amount of \$46,915.00 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 230. If the average daily inmate population exceeds 230 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 230. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 230, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 235 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by three percent (3%) for each subsequent annual contract period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Caldwell County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions shall be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail shall be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates. County shall be financially responsible for the cost of all inmate prescription medications, specialized medical equipment and supplies in the event of a refusal to pay on the part of the jurisdiction with which Caldwell County has entered into such contract.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP shall be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Caldwell County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide

County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP shall notify County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

SHP shall not be responsible for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, County or their employees or agents.

SHP shall promptly notify the County of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide for the delivery of health services to inmates at the Jail, as set forth in this Agreement. Nothing in this Agreement is intended nor

shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified or registered first-class mail (return receipt requested, postage prepaid) or Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), and transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party at the following address and regularly-monitored electronic mail address of such party, or to any other person at any other address and regularly-monitored electronic mail address as may be designated in writing by the parties:

- a. County: Caldwell County Commissioners' Court
110 South Main Street, Room 201
Lockhart, Texas 78644
Email: hobby.haden@co.caldwell.tx.us

With a copy to: Caldwell County Sheriff's Office
1204 Reed Drive
Lockhart, Texas 78644
Email: mike.lane@co.caldwell.tx.us

Caldwell County District Attorney's Office
Attn: Amanda Montgomery
1703 S. Colorado Street
Lockhart, Texas 78644

- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, Tennessee 37421
Attn: President
Email: jennifer.hairsine@southernhealthpartners.com and
lacey.lafuze@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Caldwell County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

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IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CALDWELL COUNTY, TEXAS

BY:



Date: 09/29/2021

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.
d/b/a SHP VISTA HEALTH MANAGEMENT, INC.
BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____

- 5. To approve Amended Resolution for
Texans Feeding Texans Meals on Wheels**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Amended Resolution for Texans Feeding Texans Meals on Wheels

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
<hr/>			

(1) Judge Haden

(2) _____

(3) _____

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

4. 
Signature of Court Member

10/16/2021
Date



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM

AMENDED
RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022

A resolution of the County of Caldwell (County) Texas certifying that the county has made a grant to Meals on Wheels Rural Capital Area/CCA (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Kelly Franke, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 8,000.00 to be used between the:

1 of October 2021 and the 30 of September 2022

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 11 day of October, 2021

Signature of Authorized Official of the County

Typed Name and Title

SPECIAL PRESENTATION

- Connection Nation
- Information about the Endeavors Program

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Special Presentation

CONNECTION NATION

1. Costs:

Actual Cost or Estimated Cost \$ none

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
<hr/>			

(1) Judge Haden

(2) Pamela Waggoner

(3) _____

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

4. 

Signature of Court Member

10/15/2021

Date

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Special Presentation

Information about Endeavors

1. Costs:

Actual Cost or **Estimated Cost** \$ None

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 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/5/2021
Date

ENDEAVORS®

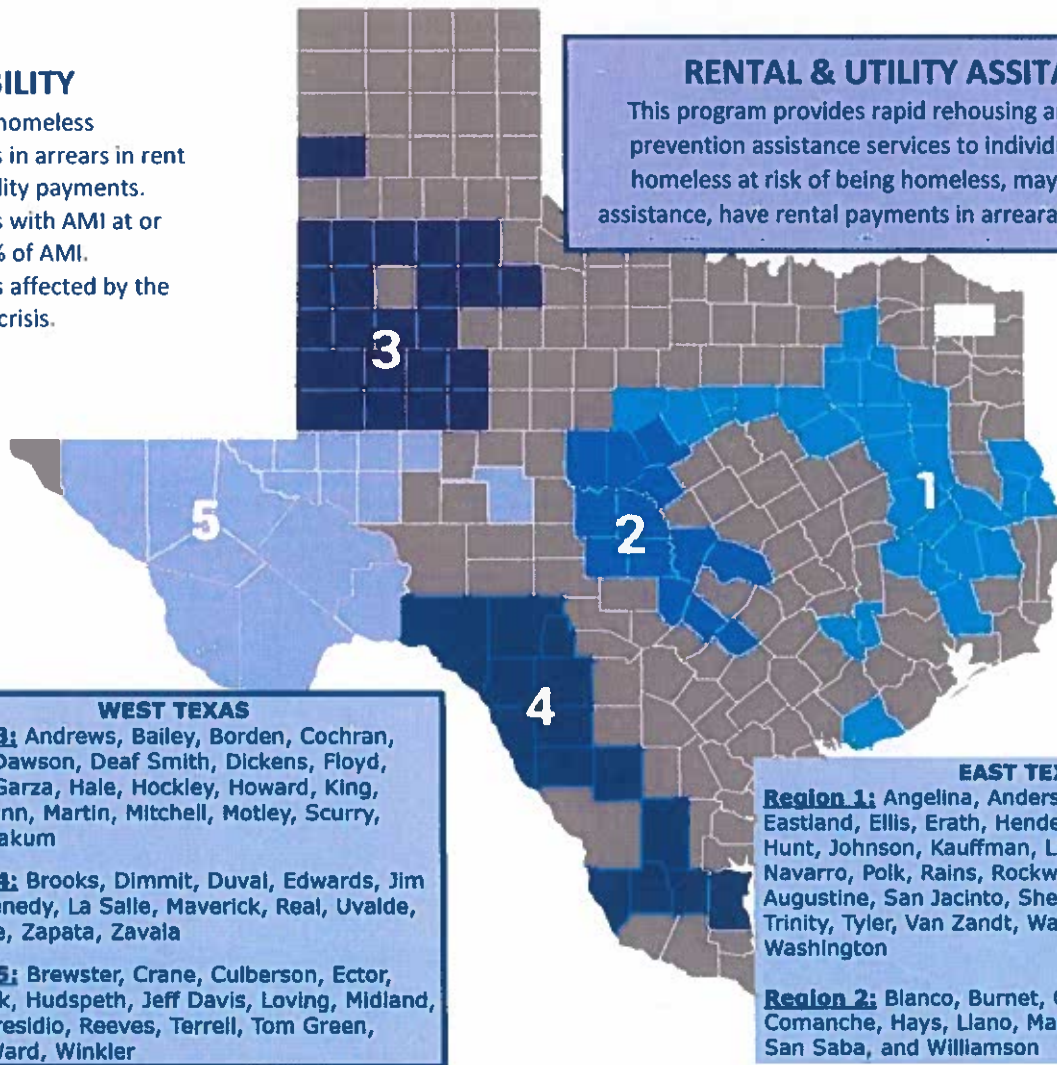
Texas Balance of State – TDHCA – CARES CARES Rapid Rehousing / Homelessness Prevention Assistance Program

ELIGIBILITY

- Currently homeless
- Individuals in arrears in rent and/or utility payments.
- Individuals with AMI at or below 50% of AMI.
- Individuals affected by the COVID 19 crisis.

RENTAL & UTILITY ASSISTANCE

This program provides rapid rehousing and homeless prevention assistance services to individuals that are homeless at risk of being homeless, may need rental assistance, have rental payments in arrearage and /or may



WEST TEXAS

Region 3: Andrews, Bailey, Borden, Cochran, Crosby, Dawson, Deaf Smith, Dickens, Floyd, Gaines, Garza, Hale, Hockley, Howard, King, Lamb, Lynn, Martin, Mitchell, Motley, Scurry, Terry, Yoakum

Region 4: Brooks, Dimmit, Duval, Edwards, Jim Hogg, Kenedy, La Salle, Maverick, Real, Uvalde, Val Verde, Zapata, Zavala

Region 5: Brewster, Crane, Culberson, Ector, Glasscock, Hudspeth, Jeff Davis, Loving, Midland, Pecos, Presidio, Reeves, Terrell, Tom Green, Upton, Ward, Winkler

EAST TEXAS

Region 1: Angelina, Anderson, Cherokee, Eastland, Ellis, Erath, Henderson, Hood, Houston, Hunt, Johnson, Kauffman, Liberty, Matagorda, Navarro, Polk, Rains, Rockwall, Sabine, San Augustine, San Jacinto, Shelby, Smith, Somervell, Trinity, Tyler, Van Zandt, Walker, Waller, and Washington

Region 2: Blanco, Burnet, Caldwell, Coleman, Comanche, Hays, Llano, Mason, McCulloch, Mills, San Saba, and Williamson

HOURS OF OPERATION
8AM – 6PM (CST)

CONTACTS

GARY TIDWELL
LEAD OUTREACH AND INTAKE SPECIALIST
833-860-3003 EXT 260
gatidwell@endeavors.org

TANYA PAUL
LEAD CASE MANAGER
903-253-8039
tpaul@endeavors.org

MAQUETTA LEDET
ASSISTANT PROGRAM DIRECTOR
833-860-3003
mledet@endeavors.org

COMMUNITY HOUSING ASSISTANCE PROGRAM
833-860-3003
CHAP-TBOS@ENDEAVORS.ORG

DISCUSSION/ACTION ITEMS:

- 6. Discussion/Action regarding the burn ban.
Speaker: 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 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?
regarding the burn ban

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

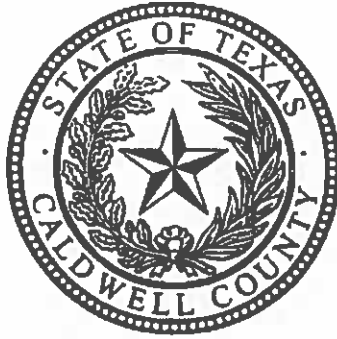
2. Agenda Speakers:

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

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

4. 
Signature of Court Member

10/5/2021
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 an) combustible materials 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 Bum 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 11th day of October 2021.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

- 7. Discussion/Action** to consider Resolution 1-2022, pertaining to the submission of a FY22 Formula Grant Application to the Texas Indigent Defense Commission.
Speaker: Judge Haden/ Dennis Engelke;
Backup: 7; 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: October 11, 2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Consider approving Resolution 1-2022 pertaining to the submission of a FY22 Formula Grant application to the Texas Indigent Defense Commission.

1. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? No

2. Agenda Speakers:

	Name	Representing	Title
(1)	Hoppy Haden		County Judge
(2)	Dennis Engelke		Grants Administrator
(3)			

3. Backup Materials: None To Be Distributed 7 total # of backup pages
(including this page)

4. 

Signature of Court Member

9/24/2021

Date



RESOLUTION 1-2021

**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT,
FY22 INDIGENT DEFENSE GRANT PROGRAM**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Caldwell County Commissioners Court has agreed that in the event of loss or misuse of the funds, Caldwell County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

ORDERED this 11th day of October, 2021.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk



TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

FY2022 Formula Grant Program Request for Applications (RFA)

Issued September 2021

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2022 must be submitted on-line by **Monday, November 15, 2021**. The grant period is October 1, 2021 through September 30, 2022.

Total FY 2022 Formula Grant Amount Budgeted: \$20.5 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2021 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were due November 1, 2020. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
- a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2020 through August 2021 are due not later than September 30, 2021 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (hcaspers@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
 - b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
 - c. Select "FY2022" and your county in the upper left part of the screen.
 - d. Select "Apply for Formula Grant" from the column on the left side of the screen.
 - e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
 - f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
 - h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
 - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before the DUE DATE Monday, November 15, 2021.** Alternatively, you may email the resolution to Heather Caspers (hcaspers@ppri.tamu.edu) or fax it to 888-351-3485.

Contact Edwin Colfax, Grants Administrator, ecolfax@tidc.texas.gov or 512-463-2508 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Awards will generally be distributed in four (4) equal quarterly disbursements. The Commission may approve single payments for awards below a certain threshold. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the discretionary grant program.

Notification of Availability

This FY22 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)



September 20, 2021

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

The Honorable Hoppy Haden
Caldwell County Judge
PO Box 98
Lockhart, TX 78644

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

Re: FY2022 Formula Grant Request for Applications

Dear Judge Haden:

The Texas Indigent Defense Commission announces the FY2022 Formula Grant Request for Applications (RFA). **Applications are due Monday, November 15, 2021.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:**

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

1. Commissioners Court should adopt the attached FY2022 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should have submitted their biennial indigent defense plans by November 1, 2021 through our on-line system. TIDC staff will continue to work with counties to ensure that all of the statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2021. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/oversight/submit-data-and-reports/>. Both of these requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov.

Please contact Edwin Colfax, Director of Grant Funding at ecolfax@tidc.texas.gov or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Enclosed: FY2022 Formula Grant RFA
FY2022 Formula Grant Resolution

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
512.936.6994
www.tidc.texas.gov

**2022 Caldwell County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Caldwell County Commissioners Court has agreed that in the event of loss or misuse of the funds, Caldwell County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2021.

Hoppy Haden
County Judge

Attest:

County Clerk

8. Discussion/Action to consider Resolution 2-2022, Commissioners Court nominations of the new term candidates to the Caldwell County Appraisal District Boards of Directors for the year 2022-2023. **Speaker: Judge Haden; Backup: 7; 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the Commissioners Nominations of the Appraisal District Directors
Resolution 2-2022

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
<hr/>			

(1) Judge Haden _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 16 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/15/2021
Date



**RESOLUTION
NO. 02-2020**

WHEREAS, Caldwell County Commissioners Court met in a regular session on the 11th day of October, 2021; and

WHEREAS, it has come to the attention of the Caldwell County Commissioners Court that it is time to vote by written resolution for candidate(s) to the Caldwell County Appraisal District Board of Directors; and

WHEREAS, it is incumbent upon the Commissioners Court to see that the Appraisal District Board is comprised of dedicated individuals, and

NOW THEREFORE, BE IT RESOLVED by the Caldwell County Commissioners Court, that the following person(s) be nominated by Directors of the Caldwell County Appraisal District for the 2022-2023 term:

**Kayline Cabe
Kathy Haigler
Linda Hinkle**

PASSED AND ADOPTED on this the 11th day of October, 2021

Hoppy Haden, County Judge

B. J. Westmoreland, Commissioner, Precinct 1

Barbara Shelton, Commissioner, Precinct 2

Edward "Ed" Theriot, Commissioner, Precinct 3

Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez, County Clerk

Caldwell County Appraisal District

DATE: August 24, 2021
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 2022-2023 term are to be submitted to the chief appraiser on or before **October 15, 2021**. 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, 2021. 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, 2021.

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

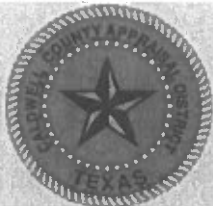
I have enclosed a document outlining the steps in the selection process and a copy of the Property Tax Code regarding eligibility

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

Sincerely,


Shanna Ramzinski
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 2022-2023 TERM**

TAXING UNIT	2020	/	ALL LEVIES	=	Quotient	X	1000	=	Product	X	# Members	=	VOTES	ROUNDED VOTES
CALDWELL COUNTY	\$20,341,323.35	/	\$59,516,208.45	=	0.34177788	X	1000	=	341.8	X	5	=	1708.9	1709
CITY LOCKHART	\$5,196,719.41	/	\$59,516,208.45	=	0.08731604	X	1000	=	87.3	X	5	=	436.6	437
CITY LULING	\$1,450,967.59	/	\$59,516,208.45	=	0.02437937	X	1000	=	24.4	X	5	=	121.9	122
CITY MARTINDALE	\$344,303.27	/	\$59,516,208.45	=	0.00578503	X	1000	=	5.8	X	5	=	28.9	29
CITY MUSTANG RIDGE	\$131,501.89	/	\$59,516,208.45	=	0.00220951	X	1000	=	2.2	X	5	=	11.0	11
CITY NIEDERWALD	\$36,528.99	/	\$59,516,208.45	=	0.00061377	X	1000	=	0.6	X	5	=	3.1	3
CITY OF SAN MARCOS	\$212,978.92	/	\$59,516,208.45	=	0.0035785	X	1000	=	3.6	X	5	=	17.9	18
CITY OF UHLAND	\$28,604.42	/	\$59,516,208.45	=	0.00048062	X	1000	=	0.5	X	5	=	2.4	2
LOCKHART ISD	\$20,925,978.58	/	\$59,516,208.45	=	0.35160134	X	1000	=	351.6	X	5	=	1758.0	1758
LULING ISD	\$6,129,059.23	/	\$59,516,208.45	=	0.10298135	X	1000	=	103.0	X	5	=	514.9	515
PRAIRIE LEA ISD	\$1,133,406.29	/	\$59,516,208.45	=	0.01904366	X	1000	=	19.0	X	5	=	95.2	95
HAYS ISD	\$577,289.35	/	\$59,516,208.45	=	0.0096997	X	1000	=	9.7	X	5	=	48.5	48
GONZALES ISD	\$408,611.73	/	\$59,516,208.45	=	0.00686555	X	1000	=	6.9	X	5	=	34.3	34
SAN MARCOS ISD	\$2,284,118.71	/	\$59,516,208.45	=	0.0383781	X	1000	=	38.4	X	5	=	191.9	192
WEALDER ISD	\$271,864.71	/	\$59,516,208.45	=	0.00456791	X	1000	=	4.6	X	5	=	22.8	23
AUSTIN COM COLLEGE	\$42,952.01	/	\$59,516,208.45	=	0.00072169	X	1000	=	0.7	X	5	=	3.6	4
TOTAL	\$59,516,208.45		\$59,516,208.45										5000	5000

* = Not including Plumcreek Conservation and Plumcreek Underground
Caldwell-Hays ESD1, Gonzales UWD, Caldwell ESD2, Caldwell ESD3, Caldwell ESD4

* = 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, 2021 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, 2021.
- 4 Chief Appraiser delivers ballot to the presiding officer of each governing body before October 30, 2021.
- 5 Governing body determines its vote by resolution and submits it to the chief appraiser no later than December 15, 2021.
- 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, 2021.

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

Analysis

Jurisdiction.
Savings Clause.

Jurisdiction.

Despite the enactment of House Bill 1010 by the Eightieth Legislature, an appraisal district operating in overlapping territory by operation of Tex. Tax Code Ann. § 6.02(b) retains authority to hear and determine pending corrective motions and taxpayer protests concerning property in that territory that relate to the 2007, or prior, tax year. 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) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

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

(m) [Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008.]

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

9. Discussion/Action to consider Resolution 3-2022, authorizing the County Judge to execute a Development Agreement between Caldwell County and Ranch Road Hartland, LLC. **Speaker: Commissioner Westmorland; Backup: 17; 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider resolution 03-2022, authorizing the County Judge to execute a Development Agreement between Caldwell County and Ranch Road Hartland, LLC.

1. Costs:

Actual Cost or Estimated Cost \$ None

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 17 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/6/2021
Date



RESOLUTION 3-2022

RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT

WHEREAS, Ranch Road Hartland, LLC (Developer) has acquired property within Caldwell County, which it desires to subdivide and develop; and

WHEREAS, the Caldwell County Development Ordinance authorizes the Commissioners Court to execute a Development agreement which delineates the conditions for particular development wherein various concessions to the County's technical requirements may be made in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the interest of all parties;

WHEREAS, Developer and the County have negotiated a proposed Development Agreement memorializing the concessions and standards which will facilitate the development;

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the County Judge is authorized to executed the Development Agreement between the County and Ranch Road Hartland, LLC.

ORDERED this the 11th day of October, 2021.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is by and between Caldwell County, a political subdivision of the state of Texas ("County"), and Ranch Road Hartland LLC, a Texas Limited Liability Company ("Declarant"). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge.

WHEREAS, Declarant has acquired 176.151 acres of real property, which is more particularly described in Exhibit A, attached hereto (the "Property"); and

WHEREAS, Declarant desires to subdivide and develop the property as generally depicted on Exhibit B, attached hereto (the "Project"); and

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

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

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

1. General Terms and Conditions

a. The "Project" is defined as the subdivision and development of the Property, together with all related construction, drainage, detention and other improvements to be constructed or implemented on the Property.

b. Declarant desires to subdivide and develop a portion of the Property as depicted on **Exhibit "B"**, attached hereto and incorporated by reference, to be known as Hartland Ranch, consisting of approximately 305 lots.

c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2. Declarant Obligations

a. All lots shall be a minimum of one hundred feet wide (100') by one hundred thirty feet (130') deep.

b. All homes to be site-built. Modular or mobile homes shall not be allowed.

c. The minimum square footage of living space for the homes shall be 1,900 square feet.

- d. All homes shall contain a minimum of a 2-car garage.
- e. All lots the front onto the “Primary Community Entry” road shall have an increased front yard setback of thirty feet (30’).
- f. All driveways shall be a minimum of twenty feet (20’) in depth and eighteen feet (18’) in width to accommodate two cars.
- g. All streets shall be public and will be dedicated to the County. Rural street sections shall be utilized.
- h. All septic systems shall have a capacity of 5,000 gallons per day or less and shall be either low pressure dose or drip irrigation systems. No spray irrigation systems shall be allowed.
- i. Any and all open space and detention facilities within the Project shall be dedicated and maintained by the Declarant, their heirs or assigns, or a Unit Owners Association established for the purpose of owning and managing the common land or amenities and whose documents have been accepted and/or approved by the County.
- j. Development of the Project, and any other community building standards, will comply with the following Dark Sky standards:

Any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, “Fully Shielded” means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.

- k. All construction plans submitted will specify the size for future residential driveway culverts.
- l. All septic lots shall be landscaped to provide enhanced street scenes and encourage various recreation activities. Examples of such landscape treatments are shown in **Exhibit “C”**. All septic lots shall contain a minimum of two of the listed elements and the elements shall be distributed throughout the community to avoid repetition.
- m. The Parties shall execute a license agreement, in substantially the same the form provided on Exhibit D, attached hereto, to maintain all non-standard improvements within the rights-of-way.

- n. Developer shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such costs

3. County Obligations

County agrees to permit development and construction of the Project in accordance with the following variances to the Caldwell County Development Ordinance:

- a. A.2 Rural Subdivision

Setbacks shall be:

- Front 20 ft. (20')
- Rear 15 ft. (15')
- Side 10 ft. (10')
- Corner/Streetside 20 ft. (20')

- b. B.4.B Cul-de-sacs may service up to thirty (30) lots.

Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.

4. Actions Performable. The County and the Declarant agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

5. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

6. Governing Law. The County and Declarant agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

7. Changes in writing. Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

8. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

9. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

10. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

11. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644

To Declarant: Ranch Road Hartland LLC
2113 Estes Park Drive
Southlake, Texas, 76092
Attn: Scott Miller
Smiller@ranchroaddevelopment.com

12. Force Majeure. Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

13. Assignment. This Agreement may not be assigned by the Declarant without the written consent of the Caldwell County Commissioners Court, not to be unreasonably withheld.

14. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.

15. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Caldwell County, Texas.

IN WITNESS THEREOF, the parties have executed this agreement on the _____ day of _____, 2021.

COUNTY:

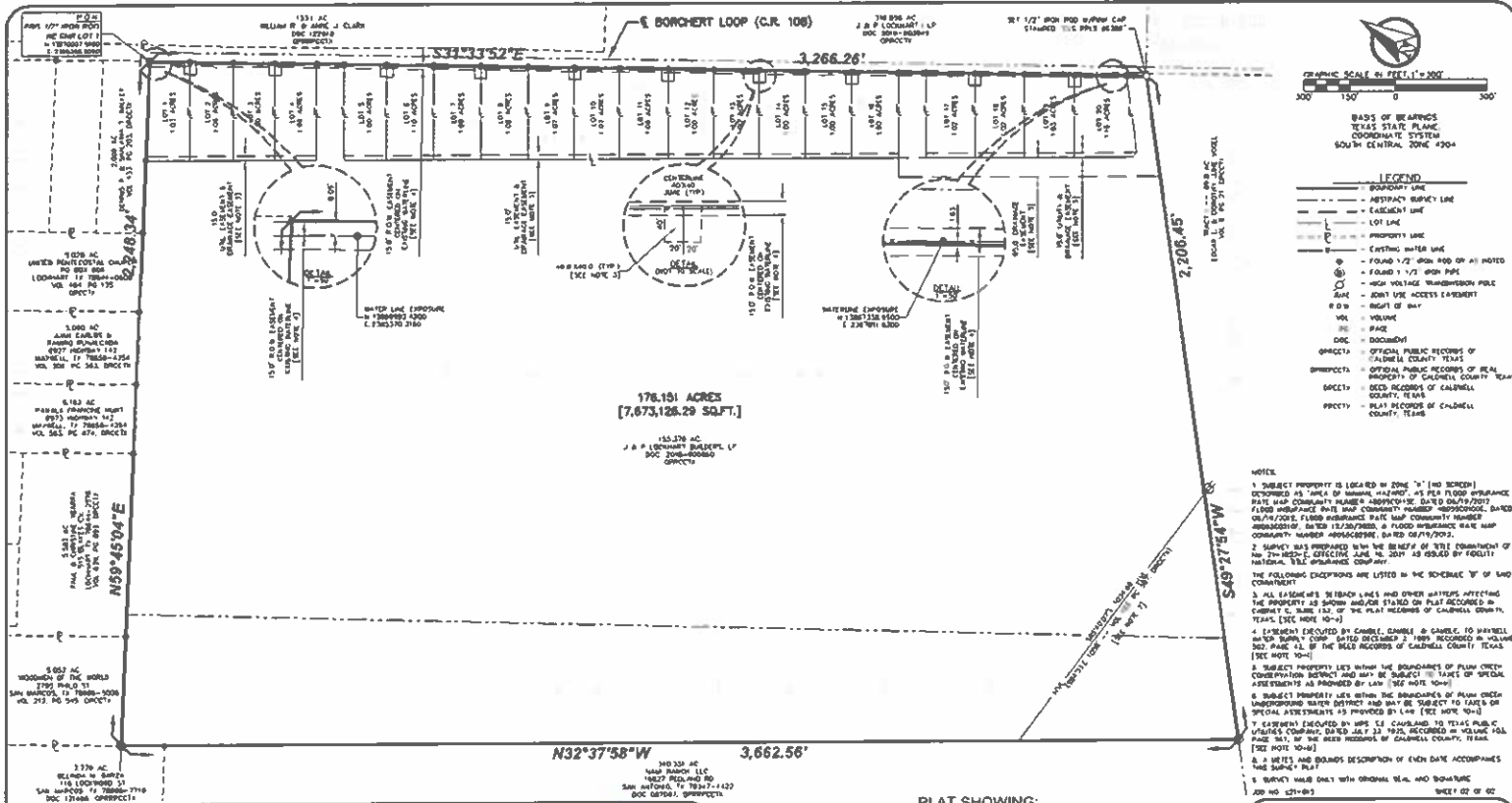
DECLARANT:

Ranch Road Hartland LLC, a Texas Limited Liability Company

Hoppy Haden
Caldwell County Judge

By: Scott Miller
Title: Manager

Exhibit "A"



GRAPHIC SCALE OF FEET 1"=200'

300 150 0 300

BASIS OF BEARINGS
TEXAS STATE PLANE
COORDINATE SYSTEM
SOUTH CENTRAL ZONE 4304

LEGEND

- SURVEY LINE
- ABSTRACT SURVEY LINE
- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- EXISTING WATER LINE

○ FOUND 1/2" SPIN ROD ON A1 NOTED
 ⊙ FOUND 1/2" SPIN POLE
 ⊕ HIGH VOLTAGE TRANSMISSION POLE
 ⚡ JOINT USE ACCESS EASEMENT
 R.O.D. RIGHT OF WAY
 VOL. VOLUME
 PAGE PAGE
 DOC. DOCUMENT#
 (OFFICIAL) OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
 (OFFICIAL) OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS
 (DEED) DEED RECORDS OF CALDWELL COUNTY, TEXAS
 (PLAT) PLAT RECORDS OF CALDWELL COUNTY, TEXAS

- NOTES**
1. SUBJECT PROPERTY IS LOCATED IN ZONE "A" (NO SCREEN) DEPICTED AS TABLE OF SURVIVAL 142507 - AS PER FLOOD INSURANCE RATE MAP COMBINATION NUMBER 142507-0001 DATED 04/19/2015. FLOOD INSURANCE RATE MAP COMBINATION NUMBER 142507-0001 DATED 04/19/2015. FLOOD INSURANCE RATE MAP COMBINATION NUMBER 142507-0001 DATED 04/19/2015.
 2. SURVEY WAS PREPARED IN THE BEST INTEREST OF THE COMBINATION OF MAP 77-102-1, EFFECTIVE JAN. 16, 2017 AS ISSUED BY FOLEY11 NATIONAL TITLE INSURANCE COMPANY.
 3. THE FOLLOWING EXCEPTIONS ARE LISTED IN THE SCHEDULE "B" OF SAID COMBINATION:
 - a. ALL EASEMENTS TO BENCH MARKS AND OTHER MARKERS AFFECTING THE PROPERTY AS SHOWN AND/OR STATED ON PLAT RECORDED IN COMBINATION C, SLIDE 152 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS. [SEE NOTE 10-1]
 - b. EASEMENT EXERCISED BY GAMBLE, GAMBLE & GAMBLE TO HANVELL AND/OR BURNETT CORP. (SEE DEED 425, 1989, RECORDED IN VOLUME 587 PAGE 11, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS. [SEE NOTE 10-1]
 4. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF PLUM CREEK CONSERVATION DISTRICT AND MAY BE SUBJECT TO STATE OR SPECIAL ASSESSMENTS AS PROVIDED BY LAW. [SEE NOTE 10-1]
 5. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF PLUM CREEK CONSERVATION DISTRICT AND MAY BE SUBJECT TO STATE OR SPECIAL ASSESSMENTS AS PROVIDED BY LAW. [SEE NOTE 10-1]
 6. EASEMENT EXERCISED BY MAP 77-102-1, EFFECTIVE JAN. 16, 2017, RECORDED IN VOLUME 104 PAGE 85, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS. [SEE NOTE 10-1]
 7. A METES AND BOUNDS DESCRIPTION OF EASEMENT ACCOMPANIES THE SURVEY PLAT.
 8. A METES AND BOUNDS DESCRIPTION OF EASEMENT ACCOMPANIES THE SURVEY PLAT.

PLAT SHOWING:
 A 178.151 ACRE (7,873,128.29 SQ.FT.) TRACT BEING THAT CALLED 35 ACRE TRACT OF LAND IN THE W.C. STEFFY SURVEY A-274, AND THAT CALLED 142.5 ACRE TRACT OF LAND IN THE MEMUCAN HUNT SURVEY, A-137, IN THAT DEED DATED APRIL 8, 1981, FROM WILLIAM JANNIE GAMBLE, TRUSTEE OF THE KATIE THOMPSON JANNIE REVOCABLE TRUST TO LAURA ELIZABETH GAMBLE, DAVID F. GAMBLE AND WILLIAM J. GAMBLE. RECORDED IN VOLUME 425, PAGE 502, DEED RECORDS OF CALDWELL COUNTY, TEXAS, A PORTION OF WHICH IS NOW KNOWN AS LOTS 1-20, BLOCK 1 OF THE ESTATES AT HARTLAND RANCH, A SUBDIVISION IN CALDWELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET C, SLIDE 152, OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS

Carrizales Land Surveying, LLC
 1100 N. 17th Street, Suite 100
 P.O. Box 178211
 Dallas, TX 75217
 (214) 343-1117
 www.carrizales.com

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO HANCO ROAD DEVELOPMENT GROUP, LLC AND ITS SUCCESSORS AND/OR ASSIGNS, THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF JULY, 2021 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT, AND THAT THERE ARE NO BOUNDARY CONFLICTS, PROVISIONS OR VOICES OR APPARENT EASEMENTS, EXCEPT AS SHOWN HEREON.

Manuel Carrizales
 MANUEL CARRIZALES DATE 7-29-2021
 P.L.S. #0306

THE MOORE GROUP
 Eng. Firm Reg #249

ENGINEERING & PLANNING
 1000 GUERRAVACA PH (512) 442-0377
 AUSTIN, TEXAS 78733 FAX (512) 442-1807

**METES AND BOUNDS DESCRIPTION
A 176.151 ACRE TRACT OF LAND
OUT OF W.C. STEFFY SURVEY, A-274,
THE MEMUCAN HUNT SURVEY, A-137, &
THE ESTATES AT HARTLAND RANCH
CABINET C, SLIDE 152,
PLAT RECORDS OF CALDWELL COUNTY, TEXAS**

BEING A 176.151 (7,673,126.29 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS, BEING THAT CALLED 35 ACRE TRACT OF LAND IN THE W.C. STEFFY SURVEY, A-274, AND THAT CALLED 142.5 ACRE TRACT OF LAND IN THE MEMUCAN HUNT SURVEY, A-137, IN THAT DEED DATED APRIL 8, 1981, FROM WILLIAM JANNEY GAMBLE, TRUSTEE OF THE KATIE THOMPSON JANNEY REVOCABLE TRUST TO LAURA ELIZABETH GAMBLE, DAVID F. GAMBLE AND WILLIAM J. GAMBLE, RECORDED IN VOLUME 425, PAGE 502, DEED RECORDS OF CALDWELL COUNTY, TEXAS, A PORTION OF WHICH IS NOW KNOWN AS LOTS 1-20, BLOCK 1, OF THE ESTATES AT HARTLAND RANCH, A SUBDIVISION IN CALDWELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET C, SLIDE 152, OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, SAID 176.151 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a half (1/2) - inch iron rod [N: 13870027.5100, E: 2365358.2050] found at the Northeast corner of Lot 1 of said The Estates at Hartland Ranch, for the Northeast corner of this tract of land and the **POINT OF BEGINNING**:

THENCE, South 31 degrees 33 minutes 52 seconds East, with the south right-of-way line of Borchert Loop [County Road 108], a distance of 3,266.26 feet to a half (1/2) -inch iron rod with a pink cap stamped "C.L.S. RPLS #6388" set on the south line of said Memucan Hunt Survey, for the Southeast corner of this tract of land:

THENCE, South 49 degrees 27 minutes 54 seconds West, with the south line of said Memucan Hunt Survey, a distance of 2,206.45 feet to a one and one-half (1-1/2) inch iron pipe found, for the Southwest corner of this tract of land:

THENCE, North 32 degrees 37 minutes 58 seconds West, a distance of 3,662.56 feet to a one and one-half (1-1/2) inch iron pipe found on the south line of J. George Survey, for the Northwest corner of this tract of land:

THENCE, North 59 degrees 45 minutes 04 seconds East, with the south line of J. George Survey, a distance of 2,248.34 feet to the **POINT OF BEGINNING**: containing 176.151 acres of land [7,673,126.29 Sq. Ft.] more or less.

All coordinates, bearings, and distances noted within this metes and bounds description are in U.S. Survey Feet and in grid coordinates and reference the Texas State Plane Coordinate System South Central Zone 4204.

A survey plat of even date accompanies this metes and bounds description.

 *revised 7-29-2021*

Manuel Carrizales Date
Registered Professional Land Surveyor
Texas Registration Number 6388



Exhibit "B"



SEC Planning, LLC
 Land Planning • Family Growth • Community Branding
 10130 N. 113th St.
 Suite 100
 Overland Park, KS 66204
 913.666.8800

RESIDENTIAL LOTTING F
HARTLAND RANCH
RANCH ROAD DEVELOPMENT
 CALDWELL COUNTY TEXAS

North
 Scale 1" = 400'
 Date August 09, 2021

SPRINT is a registered trademark of Sprint Nextel. All other trademarks are the property of their respective owners. All map data should be considered as preliminary in need of verification and subject to change. This site plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit "C"

Typical Septic Elements

Active Play Areas (turf fields)

Texas native plant gardens with interpretive signage

Dog parks

Formal gardens

Pervious hike and bike trails

Gathering areas with benches and shade structures

Playscapes

Shade pavilions

Wildflower prairie restoration areas with interpretive signage

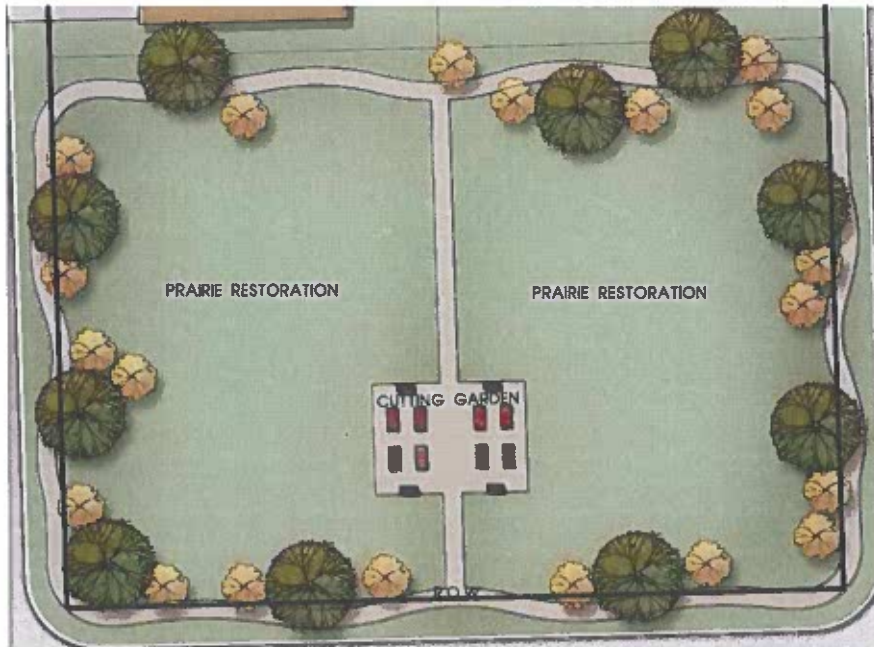
Exhibit "C" - Continued



PROGRAM ELEMENTS:

- CHILDREN'S PLAYGROUND
- SHADE STRUCTURE
- OVER DECOMPOSED GRANITE
- TRASH RECEPTACLES
- BENCHES
- PICNIC TABLES
- DECOMPOSED GRANITE TRAILS
- OPEN PLAY SPACE

C PLAYSCAPE AND SHADE STRUCTURE

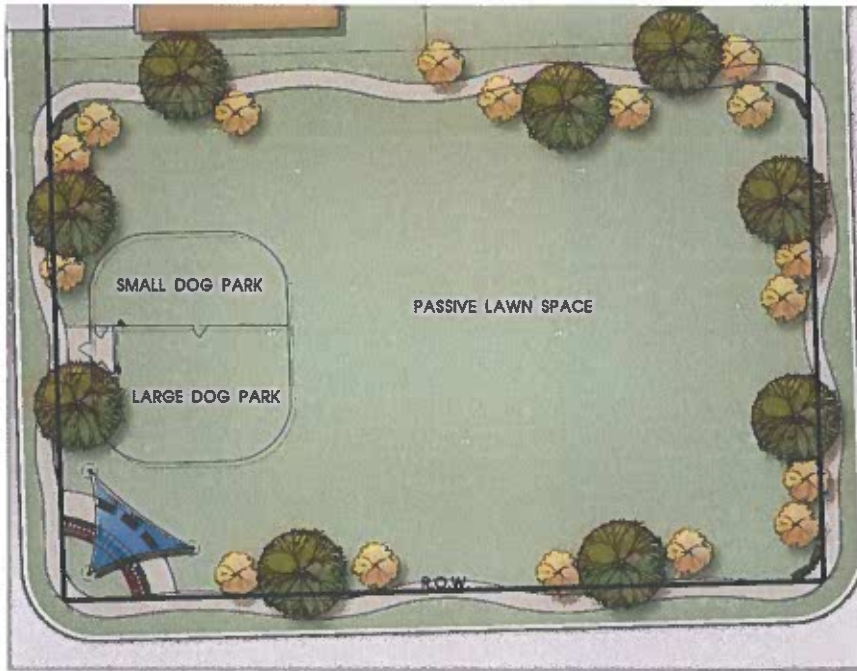


PROGRAM ELEMENTS:

- COMMUNITY CUTTING GARDEN
- OVER DECOMPOSED GRANITE
- BENCHES
- DECOMPOSED GRANITE TRAILS
- PRAIRIE RESTORATION OR WILDFLOWER OPEN SPACE

D COMMUNITY CUTTING GARDEN

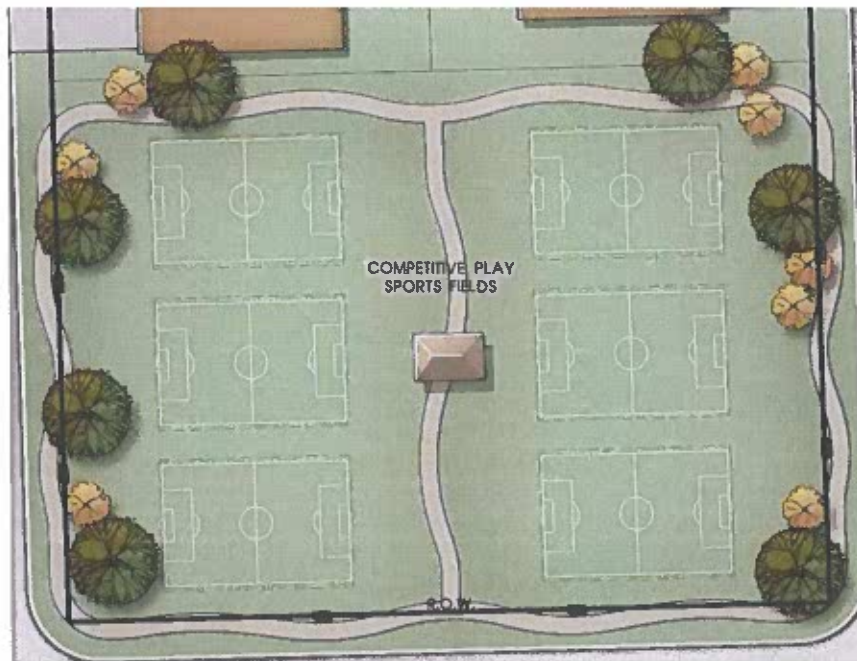
Exhibit "C" – Continued



PROGRAM ELEMENTS:

- DECOMPOSED GRANITE TRAILS
- BENCHES
- TRASH RECEPTACLES
- SMALL & LARGE DOG PARK WITH DECOMPOSED GRANITE PAD
- PASSIVE LAWN SPACE OR PRAIRIE RESTORATION
- SOCIAL NODE WITH SHADE STRUCTURE

A TRAILS AND ACTIVE SOCIAL NODES



PROGRAM ELEMENTS:

- COMPETITIVE PLAY SPORTS FIELDS
- BENCHES
- TRASH RECEPTACLES
- PET WASTE STATIONS
- PAVILION OVER DECOMPOSED GRANITE

B MANICURED PLAYING FIELD

EXHIBIT D

Right-of-Way License Agreement

This Right-of-Way License Agreement (“Agreement”) is entered into on _____ between Caldwell County, Texas, a political subdivision of the State of Texas, (“Licensor”); and Ranch Road Hartland, LLC, a Texas limited liability company (“Licensee”). This Agreement is made with reference to the following facts:

RECITALS

- A. This License Agreement is intended to be incorporated by reference into a Development Agreement between the parties relating to development and subdivision of real property located in Caldwell County (the “Project”). Said Development Agreement is also incorporated herein by reference; all references to exhibits shall refer to exhibits attached to that Development Agreement.
- B. Licensor is or will be the owner of rights-of-way within the Project, as depicted on Exhibit B, and Licensee desires to construct certain improvements which will encroach upon and be located in the above-referenced rights-of-way.
- C. Licensor is agreeable to permitting said encroachment upon the terms and conditions expressed herein and subject to the Development Agreement referenced herein.

AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

1. Grant. Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, the right to construct, maintain and install the following described improvements on the following described public right-of-way owned by Licensor:

All non-standard improvements within all rights-of-way in the Project, including but not limited to sidewalks, landscaping, and street illumination.

2. Consideration. The license herein granted is expressly made part of and in consideration for the terms and conditions of the Development Agreement between County and Licensee.

3. Construction and Maintenance Expenses. Licensee shall bear the cost and expense of constructing, reconstructing and maintaining the improvements described above. Licensee further agrees that all work upon or in connection with said improvements shall be done at such times and in such manner as is approved by Licensor and shall be done in accordance with plans and specifications approved by Licensor and subject to all permits required by Licensor pursuant to state or local law or regulation.

a. Licensee shall not modify or in any fashion change the improvements, once constructed, without the written permission of Licensor.

b. Licensee agrees to construct said improvements in a workmanlike fashion and to at all times maintain said improvements and the portions of Licensor’s right of way on which the improvements are constructed in a good and sound condition and in a condition that remains aesthetically and visually pleasing and acceptable to the Licensor. If Licensee fails to maintain said improvements in good and sound condition, in the sole determination of Licensor, Licensee hereby grants to Licensor the right to either remove said improvements or to maintain them, at Licensor’s option. If Licensor is required to remove and/or maintain said improvements, Licensee agrees to reimburse Licensor for the cost thereof and for any

costs necessary to return said right of way of Licensor to the condition existing before the execution of this Agreement within 30 days after the mailing to Licensee of an invoice for said costs by Licensor. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid. Furthermore, if said invoice is not so paid, Licensee agrees to permit Licensor to impose a lien upon the real property described in Exhibit A without notice to Licensee.

4. Removal of Improvements. Licensee expressly acknowledges that the improvements covered by this agreement are being allowed to be constructed in a public right-of-way and that, from time to time, said right-of-way will require improvement, relocation, destruction and/or removal. In the event of said events occurring, Licensee expressly consents to the Licensor removing and/or replacing said improvements, at the unfettered and complete discretion of Licensor, and Licensee further agrees to effect the removal and replacements at its cost within sixty (60) days of receipt of written notice to do so from Licensor. In the event that Licensee declines to effect said removal and/or replacement, Licensee grants to Licensor the right to remove and/or replace said improvements and the cost thereof shall be paid in accordance with the paragraph 3 above.

a. Licensee hereby waives any/or all claims against Licensor for any and all damage or injury done to the real property described in Exhibit A, rights-of-way, and/or the structures and/or any personal property located thereon caused as a result of the removal and/or replacement described in the immediately preceding paragraph and Licensee indemnifies and holds Licensor harmless for any and all such damages or injuries, irrespective of the passive or active negligence of Licensor.

b. Upon removal of said improvements and any repair or restoration of Licensor's property required by this Agreement and/or payment of costs of said repair, restoration and/or removal, all as provided for under this Agreement, and to the satisfaction of Licensor, Licensor shall provide Licensee with a recordable Certificate of Release.

5. Indemnification and Hold Harmless.

a. Licensee shall assume all risks of damage to the improvements and any appurtenances thereto and to any other property of Licensee or any property under the control of Licensee while upon or near Licensor's right-of-way described at paragraph 1.

b. Licensee further agrees to indemnify and hold harmless Licensor, its officers, employees, agents, successors, and assigns, from any and all claims, liabilities, damages, failure to comply with any current or prospective laws, attorney's fees, loss or damage to property whether owned by Licensor, Licensee and/or third parties to this Agreement, and/or injury to or death of any person arising out of the construction, maintenance, removal, replacement, rehabilitation, repair, or the location of the improvements or out of Licensee's activities on Licensor's right-of-way described hereinabove.

6. Insurance. Licensee, at its sole cost, shall maintain general liability and property damage insurance in the amount of \$1 million combined single limit for bodily injury and property damage, or such other amount as is determined sufficient by the Commissioners Court or Director of Sanitation, with insurers which are acceptable to Licensor, insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of Licensor's property pursuant to this Agreement.

All general liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions of this Agreement. Licensor shall be named as an Additional Insured, and the policy shall contain cross-liability and primary insurance endorsements.

Each policy, or a certificate of the policy, shall be deposited with Licensor at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. Licensee shall provide evidence of said insurance.

Licensee shall make arrangements with the insurers that the insurers shall provide Licensor with notice of cancellation or termination of the insurance at least thirty (30) days in advance of cancellation or termination. Licensee shall continuously maintain the insurance required by this Agreement until Licensor issues its Certificate of Release pursuant to Paragraph 4 hereof.

7. Term. This agreement and the rights granted hereunder may be terminated by Licensor upon giving written notice to Licensee at least ninety (90) days prior to the termination.

a. Should Licensee, its successors and assigns, at any time abandon the use of the property described on Exhibit A or any part thereof, or fail at any time to use the same for the purpose for which development of said property was approved for a continuous period of ninety (90) days, the rights and obligations hereby created shall cease to the extent of the use so abandoned and/or discontinued, and Licensor shall have the right to declare this Agreement terminated to the extent of the use so abandoned or discontinued.

b. Upon termination of the rights and privileges hereby granted, Licensee, at its own cost and expense, agrees to remove said improvements for which this license is granted and to return the right-of-way to the condition it was in prior to the execution of this License. Should Licensee in such event fail, neglect, or refuse to remove said improvement or return the right-of-way to such condition, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense, including any attorney's fees, Licensee agrees to pay upon demand and, if not so paid, said expenses shall be paid in accordance with paragraph 3(b), above.

8. Notices. Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

To County: Director of Sanitation
 1700 FM 2720
 Lockhart, Texas 78644

To Declarant: Ranch Road Hartland LLC
 2113 Estes Park Drive
 Southlake, Texas, 76092
 Attn: Scott Miller
 Smiller@ranchroaddevelopment.com
 949-680-5494

9. Waiver. The waiver by Licensor of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

10. Authority of Parties. Each individual executing this agreement in behalf of a corporation or other private entity shall represent and warrant and that he/she is duly authorized to execute this agreement on behalf of the corporation and/or entity, in accordance with the duly adopted resolution of the Board of Directors of such corporation, and/or entity, a copy of said resolution shall be provided to Licensor, along with the executed original of this agreement.

11. Attorney's Fees. In the event that either party is required to bring an action to enforce or interpret terms and conditions of this agreement, the prevailing party shall be entitled to payment of its attorney's fees, as well as expert witness fees.

12. Assigns and Successors. This agreement shall inure to the benefit and be binding upon each party's assigns and successors, and it is the intent of the parties that this license and its terms and conditions shall run with the land and be binding upon all successors in interest to the real property described in Exhibit A attached hereto.

IN WITNESS THEREOF, the parties have executed this agreement on the _____ day of _____, 20____.

LICENSOR:

LICENSEE:

Hoppy Haden
Caldwell County Judge

Ranch Road Hartland, LLC
By: _____
Title: _____

10. Discussion/Action to consider the approval of Proclamation for October as National Domestic Violence Awareness Month.
Speaker: Judge Haden/ Ashley Rios/ Yvette Mireles; Backup: 2; 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the approval of Proclamation for October as Domestic Awareness Month

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden

(2) Ashley Rios

(3) Yvette Mireles

3. Backup Materials:

None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/11/2021
Date



**Proclamation
National Domestic Violence Awareness Month 2021**

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 136 women were killed due to domestic violence in Texas including 211 children lost a parent;
And

WHEREAS, the problems of domestic violence and teen dating violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, the Caldwell County Sheriff's Office, Lockhart Police Department, Luling Police Department and Caldwell County District Attorney's Office are partnering with the Hays-Caldwell Women's Center to promote Domestic and Teen Dating Violence Awareness in our local communities and in Lockhart High/Junior High School and Luling High/Junior High School including the Football and Volleyball programs and;

WHEREAS, last year HCWC provided face-to-face services to over 1,022 local victims of domestic violence and provided 5,738 days of shelter; and

WHEREAS, last year HCWC provided these direct services to 173 victims from Caldwell County, and NOW, THEREFORE, I, Hoppy Haden, by virtue of the authority vested in me as County Judge of Caldwell County do hereby proclaim the month of October 2021 as National Domestic Violence Awareness Month And call upon the people of Caldwell County to work together with HCWC and local partners to bring an end to domestic violence and teen dating violence.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of Caldwell County to be affixed this 11th day of October 2019.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST: _____
Teresa Rodriguez
Caldwell County Clerk

11. Discussion/Action to consider Budget Amendment #1 to transfer money from (001-6000-0990) Miscellaneous Revenue to (001-6510-3200) Donations in reference to contributing funds (donation) in reference to the confederate monument. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 3; Cost: Net Zero**

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: 10/11/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment # 1 in reference to contributing funds (donation) in reference to the confederate monument.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? Yes

2. Agenda Speakers:

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

(1) Judge Haden

(2) Barbara Gonzales

(3) _____

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

4. 
Signature of Court Member

9/28/2021
Date

0076311190

RECEIPT DATE 9-27-21 No. 394519

RECEIVED FROM Cody James Kimbell \$ 29,600.00

Twenty nine thousand six hundred + 00/100 DOLLARS

FOR RENT
 FOR Confederate Monument

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT	<u>29,600.00</u>	<input type="checkbox"/> CHECK
BAL DUE		<input checked="" type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM _____ TO _____
 BY Madeline Morris 3-11

RECEIPT DATE _____ No. 394510

RECEIVED FROM _____ \$ _____

_____ DOLLARS

28211107 NEW 01/21 8810004306

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

Remitter: CODY JAMES KIMBELL

Date 09/25/2021 9630101749 25-3 440

Pay To The CALDWELL COUNTY TREASURER

Order Of:

Pay: TWENTY NINE THOUSAND SIX HUNDRED DOLLARS AND 00 CENTS \$** 29,600.00 **

Do not write outside this box

Memo: Confederate Monument

Note: For information only. Comment has no effect on bank's payment.

Drawn JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
 JPMorgan Chase Bank, N.A.
 Columbus, OH

⑈9630101749⑈ ⑆044000037⑆ 758661375⑈

BAL DUE _____ CREDIT CARD _____ BY _____ 3-11

CALDWELL COUNTY TREASURER PAID

RECEIPT DATE _____ No. 394512

RECEIVED FROM _____ \$ _____

_____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input type="checkbox"/> CHECK
BAL DUE		<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM 13486 TO _____
 BY _____ 3-11

12. Discussion/Action to consider Budget Amendment #2 to transfer money from (001-4300-1035) Patrol Deputies and (001-4300-2020) Group medical to (001-4300-1034) Detectives, to add detective position to Sheriff Department. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 2; Cost: Net Zero**

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: 10/11/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment #2 to add detective position to Sheriff Department.

1. Costs:

Actual Cost or Estimated Cost \$ Net Zero

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? Yes

2. Agenda Speakers:

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

(1) Judge Haden

(2) Barbara Gonzales

(3) _____

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

4. 
Signature of Court Member

10/5/2021
Date

13. Discussion/Action to consider Budget Amendment #3 to transfer money from (001-4324-1037) Deputy Constable to (001-4324-2020) Group Medical, (001-4324-4260) Transportation, and (001-4324-5310) Machinery and Equipment for Constable Precinct 4 to cover over budgeted items for the end of FY 2021 due to escalated cost in fuel. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 2; Cost: Net Zero**

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider Budget Amendment #3 to cover over budgeted items for end of FY2021 due to escalated cost in fuel

1. Costs:

Actual Cost or **Estimated Cost** \$ Net Zero

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Barbara Gonzales		
(3)			

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

4.  **Signature of Court Member** 10/5/2021 **Date**

14. Discussion/Action to consider Budget Amendment # 4 to transfer money from (001-2121-1040) Deputy Clerk to (001-2120-1040) Chief Deputy and (001-2120-1150) Overtime for Treasure's Office to compensate for additional duties and supervisory/ training responsibilities.
Speaker: Judge Haden/ Barbara Gonzales/ Angela Rawlinson; Backup: 6; Cost: Net Zero

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: Oct 11 2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Internal Budget Amendment to line item 001-2120-1040

To compensate for additional duties and supervisory/training responsibilities

Budget Amendment #4

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? yes

2. Agenda Speakers:

	Name	Representing	Title
(1)	Angela Rawlinson	Treasury	County Treasurer

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 6 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/5/2021
Date

CALDWELL COUNTY
BUDGET TRANSFER REQUEST
 FY 2021-2022

DATE: October 11, 2021

DEPARTMENT: County Treasurer

BA#4

A	B	C	D	E
FUND/DEPARTMENT/LINE <i>(EX. 001-xxxx-xxxx)</i>	Account Description	CURRENT BUDGET AMOUNT <i>(Total budgeted amount)</i>	REQUESTED CHANGE <i>(add/subtract)</i>	REVISED BUDGET AMOUNT <i>(NEW budgeted amount)</i>
001-2120-1040	Chief Deputy	\$ 44,268.00	\$ 3,120.00	47,388.00
001-2120-1040	Deputy Clerk	41,600.00	(5,569.00)	36,031.00
001-2120-1150	Overtime	0.00	2,449.00	2,449.00
TOTALS		\$ 85,868.00	\$ -	\$ 85,868.00

EXPLAIN SPECIFICALLY WHY MONIES ARE BEING TRANSFERRED INTO EACH LINE:

New job duties including supervisory responsibilities for Chief Clerk

Passed and approved in Commissioners Court by a vote of _____ ayes and _____ nay on this _____ day of _____, 2021.

Recorded by
 Caldwell County Judge

Attested by
 Caldwell County Clerk

SUPERVISION EXERCISED

Supervises Deputy Treasurers in all duties.

Responsible for training Deputy Treasurers in all duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Receipts daily all revenues that are turned into the County Treasurer's office. Processes all related reports and balances daily revenues before closing. Prepares bank deposit and verifies balances with daily revenues from all county offices. Post daily revenues to system.
- *Assign and enter revenue codes to all line item transactions from all points of collection.*
- *Assists County Treasurer in preparing Quarterly Reports. Those reports are:
Quarterly Request for County Reimbursement of Juror Payments, Form 74-215
State Criminal Costs and Fees, Form 40-145 (Rev. 1-20/10)
Civil Fees, Form 40-141 (Rev. 1-19/8)
Specialty Court Program Account, Form 40-147 (Rev. 9-19/7)
Sexual Assault / Substance Abuse Programs, Form 40-139 (Rev. 1-20/6)
Child Safety Seat Program (Annually)*
- *Assists County Treasurer in monthly preparation and reconciliation of 20 bank accounts.*
- *Assists County Treasurer in monthly preparation and reconciliation of all incoming credit card transactions from all incoming sources.*
- *Assists County Treasurer in quarterly preparation and reconciliation of all investment accounts.*
- *Prepares monthly reports to County Treasurer for auditing and reporting purposes.*
- Audits jury checks before processing and disburses jury checks.
- Prints payroll checks and direct deposit stubs and processes all necessary payroll related reports, *including payroll tax and retirement reporting.*
- Prints Commissioner's Court checks after Court approval.
- Helps prepare or prepares, if necessary, monthly reports relating to payroll as needed.
- Receives monthly financial reports from Elected Officials or Department Heads.
- Receives and handles incoming telephone calls promptly and courteously. Assist visitors; Elected Officials and County employees; providing assistance as needed, promptly and courteously.
- Creates and maintains filing system.

- Assists in preparing and gathering information for annual outside auditors.
- Works closely with Human Resources department regarding payroll and related needs.
- Performs any other duties that may be assigned.
- Orders all office supplies, including legal documents (ex. Laser checks)

Note: The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position and is assigned by the director.

MANDATORY QUALIFICATIONS:

EDUCATION and/or EXPERIENCE

High School graduate or its equivalent, some college business or accounting courses or two to four years of work experience in an accounting environment or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

OTHER SKILLS AND ABILITIES

Basic knowledge of government operations, especially at the county level. Ability to operate a variety of office machines, including a calculator by touch, computer, postage machine, copy machine; knowledge of general accounting principles; knowledge of/and ability to create and maintain spreadsheets; ability to use Microsoft Word efficiently; ability to establish and maintain effective and productive working relationships with all county employees, Elected Officials, general public and outside organizations; the ability to follow oral and/or written instructions and to request clarification when and if needed; the ability to schedule projects and meet deadlines as needed; skills in problem solving; the ability to interpret problem areas and handle as needed; and the ability to communicate effectively.

LANGUAGE SKILLS

Read and comprehend simple instructions, short correspondence, and memos; able to write detailed correspondence; effectively present information in one-on-one and small group situations to elected officials, department heads, vendors, and senior managers and supervisors within the County.

MATHEMATICAL SKILLS

Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY

Apply common sense understanding to carry out detailed but uninvolved written or oral instructions; able to deal with problems involving a few concrete variables in complex situations.

PHYSICAL DEMANDS

Physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to stand, walk; use hands to finger, handle, or feel; reach with hands and arms. The employee must regularly lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The employee further understands, and accepts, that this position falls under the provision of an "At Will" employment, and under no circumstances is this a contract for employment.

Acknowledgement of Employee: _____ Date: _____

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

15. Discussion/Action Requesting approval to award the Road Materials RFB. **Speaker: Judge Haden/Danie Blake; Backup: 59; Cost: See Bid Tab**

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: 10/11/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Requesting approval to award the Road Materials RFB to the following bidders.

1. Costs:

Actual Cost or Estimated Cost \$ See Bid Tab

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? No

2. Agenda Speakers:

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	<u>Danie Blake</u>		<u>Purchasing Agent</u>
(2)	<u>Hoppy Haden</u>		<u>County Judge</u>
(3)			

3. Backup Materials:

None To Be Distributed 59 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/05/2021
Date

Caldwell County - RFB 21CCP01B				
Caldwell County Road Materials, Flex Base, Fuel, Oil-Lube				
Bid Opening 10/05/2021 Time: 2:30 PM				
Issue Date:	9/14/2021	Department:	Danielle Blake - Purchasing Dept.	
Closing Date:	10/5/2021	Phone:	512-359-4685	
Respondent:	Respondent Address:	Bid Amount:	Opened at:	Road Materials, Flex Base, Fuel, or Oil-Lube.
P2 Emulsions	516 S. McLennan Loop, Elm Mott, TX 76640	SS1 Slow Emulsions at plant: \$2.44 Delivered: \$2.69	2:39 PM	
		HFRS2 Rapid Set Emulsion at plant: \$2.74 delivered: \$2.99		
Ergon Asphalt & Emulsions	Lake Pointe Center, 11612 RM 2244 Bee Caves Rd, Austin, TX 78738	SS1 Slow Emulsions at plant: \$2.25 Delivered: \$2.40	2:45 PM	
		HFRS2 Rapid Set Emulsion at plant: \$2.25 Delivered: \$2.40		
Arnold Oil Company	5909 Burleson Rd., Austin, TX 78744	Regular Unleaded: \$2.2673 Profit Margin: 0.05	2:51 PM	
		No. 2 Diesel: \$2.2681 Profit Margin: 0.05		
		Motor Oil SAE 15W-40: \$10.17 per gallon		
		Hydraulic Fluid: \$11.83 per gallon		
		Chassis Grease: \$3.76 per cart. \$145.83 per 5 gallon		
		Anti Freeze: \$357.50 per 55 gallon \$8.70 per gallon		
Schmidt & Sons, Inc.	2719 Church St., PO Box 232, Gonzales, TX 78629	Regular Unleaded: OPIS Price \$2.2673 Profit Margin: 0.035 Bid Price: \$2.3023	3:08 PM	
		No. 2 Diesel Opis Price: \$2.2681 Profit Margin: 0.035 Bid Price: \$2.2981		
		Motor Oil SAE 15W-40: \$9.89 per gallon		
		Hydraulic Fluid: \$8.90 per gallon		
		Chassis Grease: \$3.04 tube (30 per case) \$112.81 per 5 gallon		
		Anti Freeze: \$6.44 per 55 gallon drum \$7.20 per gallon		
Waller County Asphalt	22010 fairgrounds Rd., Hempstead, TX 77445	Type D Cold Mix at plant \$88.00 Delivered: \$118.20	3:16 PM	
Sustainable Pavement Technologies	21175 Tomball Parkway #267, Houston, TX 77070	Super RAM Enhanced Asphalt Millings at plant: \$25.00 per ton Delivered: \$34.50	3:18 PM	
		Base Type D Cold Mix at plant: \$50.00 per ton Delivered: \$59.50 per ton		
		ReCAP High Performance Cold Patch at plant: \$95.00 per ton Delivered: \$104.50 per ton.		

Purchasing Agent Signature: Danielle Blake

Witness Name: Kristianna Aranda

Witness Signature: _____

**Commissioners Court-Monday 09/14/2021
County Purchasing Department
RFB Caldwell County Road Materials, Fuel & Oil**

Discussion Items:

The County Purchasing Department is requesting approval of final draft RFB 21CCP01B (request for bid) for Caldwell County on aggregate, asphalt materials, flexible base, fuel, oil, and lubricants on behalf of Unit Road Department. Upon approval, Purchasing Agent will solicit bid on September 14th, 2021 with a submission deadline of October 5th, 2020 no later than 2:00 PM. Bid openings will be open to the public in the Caldwell County Courthouse Jury Room on October 5th, 2021 at 2:30 PM. The estimated award date will be October 12th, 2021.

Notable Budget Items: None at this time

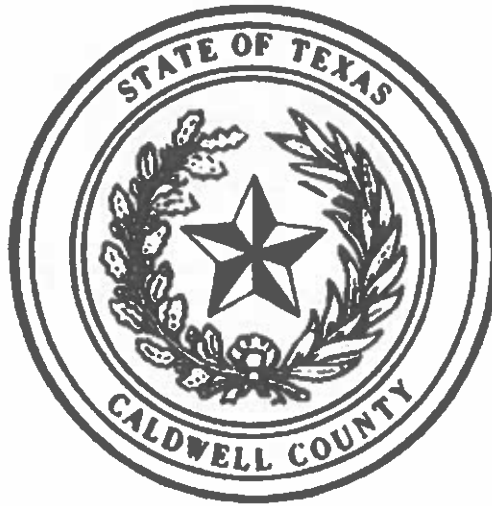
Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approval of final draft RFP 21CCP01B Caldwell County Road Materials, Fuel & Oil 2021-2022 for Unit Road Department.

Department Head Signature:

Danie Blake



CALDWELL COUNTY, TEXAS

REQUEST FOR BID'S - RFB 21CCP01B
**Caldwell County Aggregate, Asphalt Materials, Flexible Base,
Fuel, & Oil/Lubricants**

Issue Date: September 14th, 2021

Submission Deadline: October 5th, 2021
(No Later than 2:00 PM)

Delivery Address:
Attn: Danie Blake Purchasing Agent
110 S. Main Street
Lockhart, TX 78644

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398- 7269

INVITATION FOR BIDS

The Unit Road System is seeking bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel – low Sulphur) and Oil/Lubricants.

Bids must be received on or before October 5th, 2021 – 2:00 p.m.

Bids will be publicly opened October 5th, 2021 – 2:30 p.m.

Bids will be publicly awarded October 12th, 2021 – 9:00 a.m.

Bid Submission:

- * **The item bid on should be clearly marked on the front lower left hand corner of the envelope.** Bids should show unit pricing and be submitted to the County Purchasing Department, at the Caldwell County Courthouse, located at 110 S. Main St., 1st Floor, Lockhart, Texas 78644 on October 5th, 2021, no later than 2:00 pm.

Bids will be opened publicly in the Caldwell County Courthouse – Jury Room, located at 110 S. Main St., 2nd Fl., Lockhart, Texas at 2:30 p.m., Tuesday, October 5th, 2021.

Award:

Successful bidders will be notified after the next Commissioner's Court meeting, October 12th, 2021 where the award of bid will be presented for approval. Bid tabulations will be available from the Purchasing Department at Danielle.blake@co.caldwell.tx.us and available on our county website <http://www.co.caldwell.tx.us/page/caldwell.BidRequests> after bid is awarded.

Commissioner's Court has the right to reject any and all bids.

Contract Period:

October 12th, 2021 thru September 30th, 2022

Economic Adjustment: (Fuel/Diesel Excluded)

Pricing must remain firm for the first three months of the initial contract. Afterwards, the vendor may submit a request for a contract pricing adjustment. The vendor's request must be in the form of a certified statement or affidavit detailing the price adjustment.

If the adjustment is approved, the effective date for the new pricing will be the date the amended documentation is signed by both the county and the vendor.

If no agreement can be reached regarding the price adjustment, the county has the right to seek out other sources.

If either party decides to cancel the contract rather than agree to the pricing adjustment, a (30) day written notice must be provided.

Minimum period of (3) months must elapse between adjustment requests.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

FLEXIBLE BASE

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
3/4" Base	_____	_____
1-1/2" Commercial Base	_____	_____
Super RAM (Enhanced Asphalt Millings)	<u>\$25.00/ton</u>	<u>\$34.50/ton</u>
	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Type A Black	_____	_____
Base Type D Cold Mix	<u>\$50.00/ton</u>	<u>\$59.50/ton</u>
ReCAP (High Performance Cold Patch)	<u>\$95.00/ton</u>	<u>\$104.50/ton</u>

* Material Data Sheets included in back pages.

Material should be in stock or made available within a reasonable amount of time.

2. Payment – Net 30 days

* Mailing address:
Sustainable Pavement Technologies
21175 Tomball Parkway #267
Houston TX 77070

Side Address

Martin Grossman 9/27/21
Signature/Date
713 Linger Lane
Austin TX, 78721
Telephone 214-600-1970

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

AGGREGATE

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Aggregate – Grade 3 Cover Stone (1/2")	N/A	_____
Aggregate – Grade 4 Cover Stone (3/8")	_____	_____

2. Payment – Net 30 days

Signature/Date

Address _____

Telephone _____

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ESTABLISHING YOUR BID PRICE

The base price of fuel will be governed by the Oil Price Information Service (OPIS) average weekly price as published each Thursday, for the Austin, TX Rack (see copy attached)

The following is an *example* of how we expect you to submit your bid:

Type of Fuel	OPIS Price Issued 08-09-2018	Profit Margin For Supplier	Bid Price (Per Gal.)
Regular Unleaded	\$2.0896	\$0.02	\$2.1096
No. 2 Diesel (Low Sulfur)	\$2.2070	\$0.02	\$2.2270

1. Averages based solely on OPIS and reseller prices. Terminal excludes: freight, taxes and special discounts.
2. Make certain that you are providing yourself with a margin that you can live with. This margin cannot be changed during the contract period. Bids, which are submitted in any form other than that shown in the example above, will be immediately rejected. Caldwell County reserves the right to accept and reject any and all bids.
3. Caldwell County will supply 4,000 gallon tanks for both the gas and diesel.



MATERIAL DATA SHEET

SUPER RAM (Recycled Asphalt Materials)

PRODUCT AND COMPANY IDENTIFICATION

- **Manufacturer:** . Sustainable Pavement Technologies, LLC
- **Office Address:** . 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Super Recycled Asphalt Material (RAM)
- **Phone:** . 214.497.1676
- **Date of Preparation:** . 1/5/2020
- **Prepared By:** . Environmental Director

INGREDIENTS

Super RAM (Reclaimed Asphalt Material)			
Composition/Information on Ingredients			
Chemical Name	CAS Number	%	Gradation
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	83 - 88 >1	100% passing 1-1/2" sieve 75% passing 1/2" sieve 50% passing 3/8" sieve 40% passing 1/4" sieve <35% passing #8 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	12 - 17	

HEALTH HAZARD DATA

- **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.



MATERIAL DATA SHEET

TYPE D GREEN MIX (Cold Lay)

PRODUCT AND COMPANY IDENTIFICATION

- **Manufacturer:** . Sustainable Pavement Technologies, LLC
- **Office Address:** . 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Recycled Asphalt Oil Sand (Alternative)
- **Phone:** . 214.497.1676
- **Date of Preparation:** . 01/01/2021
- **Prepared By:** . Environmental Director

INGREDIENTS

Composition/Information on Ingredients			
Chemical Name	CAS Number	%	Gradation
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	83 - 88 >1	100% passing 3/4" sieve 98% passing 1/2" sieve 85% passing 3/8" sieve 50% passing 1/4" sieve <40% passing #8 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	12 - 17	

HEALTH HAZARD DATA

- **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.

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: 09/14/2021

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Approval advertise for bid the final draft of RFB 21CCP01B Caldwell County Road Materials, Fuel & Oil FY 2021-2022 for Unit Road Department.

1. **Costs:**

Actual Cost or Estimated Cost \$ NA

Is this cost included in the County Budget? NA

Is a Budget Amendment being proposed? NA

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	Danie Blake		Purchasing Agent
(2)	Hoppy Haden		County Judge
(3)			

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

4. _____ Date 09/07/2021
Signature of Court Member

Exhibit A

**Commissioners Court-Monday 09/14/2021
County Purchasing Department
RFB Caldwell County Road Materials, Fuel & Oil**

Discussion Items:

The County Purchasing Department is requesting approval of final draft RFB 21CCP01B (request for bid) for Caldwell County on aggregate, asphalt materials, flexible base, fuel, oil, and lubricants on behalf of Unit Road Department. Upon approval, Purchasing Agent will solicit bid on September 14th, 2021 with a submission deadline of October 5th, 2020 no later than 2:00 PM. Bid openings will be open to the public in the Caldwell County Courthouse Jury Room on October 5th, 2021 at 2:30 PM. The estimated award date will be October 12th, 2021.

Notable Budget Items: None at this time

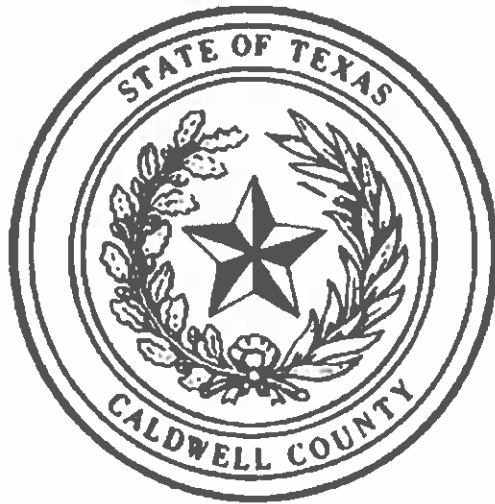
Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approval of final draft RFP 21CCP01B Caldwell County Road Materials, Fuel & Oil 2021-2022 for Unit Road Department.

Department Head Signature:

Danie Blake



CALDWELL COUNTY, TEXAS

REQUEST FOR BID's – RFB 21CCP01B
**Caldwell County Aggregate, Asphalt Materials, Flexible Base,
Fuel, & Oil/Lubricants**

Issue Date: September 14th, 2021

Submission Deadline: October 5th, 2021
(No Later than 2:00 PM)

Delivery Address:
Attn: Danie Blake Purchasing Agent
110 S. Main Street
Lockhart, TX 78644

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398- 7269

INVITATION FOR BIDS

The Unit Road System is seeking bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel – low Sulphur) and Oil/Lubricants.

Bids must be received on or before October 5th, 2021 – 2:00 p.m.

Bids will be publicly opened October 5th, 2021 – 2:30 p.m.

Bids will be publicly awarded October 12th, 2021 – 9:00 a.m.

Bid Submission:

The item bid on should be clearly marked on the front lower left hand corner of the envelope. Bids should show unit pricing and be submitted to the County Purchasing Department, at the Caldwell County Courthouse, located at 110 S. Main St., 1st Floor, Lockhart, Texas 78644 on October 5th, 2021, no later than 2:00 pm.

Bids will be opened publicly in the Caldwell County Courthouse – Jury Room, located at 110 S. Main St., 2nd Fl., Lockhart, Texas at 2:30 p.m., Tuesday, October 5th, 2021.

Award:

Successful bidders will be notified after the next Commissioner's Court meeting, October 12th, 2021 where the award of bid will be presented for approval. Bid tabulations will be available from the Purchasing Department at Danielle.blake@co.caldwell.tx.us and available on our county website <http://www.co.caldwell.tx.us/page/caldwell.BidRequests> after bid is awarded.

Commissioner's Court has the right to reject any and all bids.

Contract Period:

October 12th, 2021 thru September 30th, 2022

Economic Adjustment: (Fuel/Diesel Excluded)

Pricing must remain firm for the first three months of the initial contract. Afterwards, the vendor may submit a request for a contract pricing adjustment. The vendor's request must be in the form of a certified statement or affidavit detailing the price adjustment.

If the adjustment is approved, the effective date for the new pricing will be the date the amended documentation is signed by both the county and the vendor.

If no agreement can be reached regarding the price adjustment, the county has the right to seek out other sources.

If either party decides to cancel the contract rather than agree to the pricing adjustment, a (30) day written notice must be provided.

Minimum period of (3) months must elapse between adjustment requests.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

FLEXIBLE BASE

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
3/4" Base	<u>NO BID</u>	_____
1-1/2" Commercial Base	<u>NO BID</u>	_____

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Type A Black Base	<u>NO BID</u>	_____
Type D Cold Mix	<u>\$88.00</u>	<u>\$118.50</u>

*** BID IS FOR ASPPM 9202 GRADE IV HIGH PERFORMANCE COLD MIX ***

Material should be in stock or made available within a reasonable amount of time.

2. Payment – Net 30 days

 10/4/2021
Signature/Date

Address 22010 FAIRHAVENS RD

HEMPSTAD, TX 77445

Telephone 979-826-7075

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ASPHALT MATERIAL

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications for construction of highways, streets and bridges.
2. Quantities used will vary – Caldwell County hereby makes no statement regarding the estimated usage and no stipulated usage can be demanded by the supplier.
3. Payment – Net 30 days.

	At Plant (U.R.S. picks up)	Delivered to 1700 FM 2720 Lockhart, 78644
	Price per gal.	Price per gal.
SS1 Slow Set Emulsion	<u>NO BID</u>	_____
HFRS2 Rapid Set Emulsion	<u>NO BID</u>	_____

 10/4/2021

Signature/Date

Address 22010 FAIRGROUNDS RD

HEMPSTEAD, TX 77445

Telephone 979-826-7075

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269

ESTABLISHING YOUR BID PRICE

The base price of fuel will be governed by the Oil Price Information Service (OPIS) average weekly price as published each Thursday, for the Austin, TX Rack (see copy attached)

The following is an *example* of how we expect you to submit your bid:

Type of Fuel	OPIS Price Issued 08-09-2018	Profit Margin For Supplier	Bid Price (Per Gal.)
Regular Unleaded	\$2.0896	\$0.02	\$2.1096
No. 2 Diesel (Low Sulfur)	\$2.2070	\$0.02	\$2.2270

1. Averages based solely on OPIS and reseller prices. Terminal excludes: freight, taxes and special discounts.
2. **Make certain that you are providing yourself with a margin that you can live with. This margin cannot be changed during the contract period. Bids, which are submitted in any form other than that shown in the example above, will be immediately rejected. Caldwell County reserves the right to accept and reject any and all bids.**
3. Caldwell County will supply 4,000 gallon tanks for both the gas and diesel.

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269

Contract for Fuel and Diesel

Bid Sheet

Type of Fuel	OPIS Price Published (Per Gal.)	Profit Margin For Supplier (Per Gal.)	Date - Bid Price (Per Gal.)
Regular Unleaded	<u>NO BID</u>	_____	_____
Brand/Trade Name of Product Bid			
_____	_____	_____	_____
No. 2 Diesel / Low Sulfur	<u>NO BID</u>	_____	_____
Brand/Trade Name of Product Bid			
_____	_____	_____	_____

Note: During the term of this contract, fuel prices may increase or decrease based on the weekly average OPIS price from the Austin, TX Rack. The amount designated as the supplier's profit margin per gallon will remain constant for the term of the contract.

WALLER COUNTY ASPHALT
Firm

REID DANNON VICE PRESIDENT
Name/Title


Signature

979-826-7075
Telephone No.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

OIL & LUBRICANT BID SHEET

Notice to Bidders: No quantities are shown on this invitation to bid. It is estimated that approximately \$11,000.00 will be spent on lubricants during the year. If the bid form is not completed in its entirety, the bid will be considered non-responsive.

Motor Oil SAE 15W-40 (In bulk) – Must meet Caterpillar CJ4 Specifications and be emissions compatible. Bulk shipment must be delivered in 200 - 250 gallons.

Brand/Trade Name of Product Bid NO BID

Bid Price Per Gallon _____

Hydraulic Fluid (In bulk) – Multi-functional/Universal fluid for use in hydraulic systems, transmissions, differential and wet brakes that meet or exceed Caterpillar Specifications. Bulk shipment must be delivered in 200 – 250 gallons.

Brand/Trade Name of Product Bid NO BID

Bid Price Per Gallon _____

Chassis Grease – For heavy duty equipment; should reach the maximum temperature of 500 degrees. Available in cartridge form and 5 gallon cans.

Brand/Trade Name of Product Bid NO BID

Bid Price Per Cartridge _____

Bid Price Per 5 Gallon _____

Anti-Freeze – Extended Life – Red – 50/50; All Temp

Brand/Trade Name of Product Bid NO BID

Bid Price 55 Gallon Drum _____

Bid Price Per 1 Gallon _____

WALLER COUNTY ASPHALT
Firm

REID DAWSON VICE PRESIDENT
Name/Title

R-D 10/4/2021
Signature/Date

979-826-7075
Telephone

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Waller County Asphalt, Inc.
 Hempstead, TX United States

Certificate Number:
 2021-808747

Date Filed:
 10/04/2021

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

Caldwell County

Date Acknowledged:

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

RFB21CCP01B
 Road Materials

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

5 Check only if there is NO Interested Party.

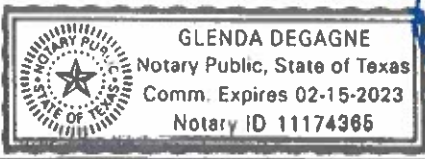
6 UNSWORN DECLARATION

My name is REID DAWSON and my date of birth is 10/15/1975

My address is 22010 FAIRGROUNDS RD. HEMPSTEAD TX 77445 USA
(street) (city) (state) (zip code) (country)

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

Executed in WALLER County, State of TEXAS, on the 4 day of OCTOBER, 2021
(month) (year)



[Handwritten Signature]
 Signature of authorized agent of contracting business entity (Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WALLER COUNTY ASPHALT, INC.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 22010 FAIRGROUNDS RD</p> <p>6 City, state, and ZIP code HEMPSTEAD, TX 77445</p> <p>7 List account number(s) here (optional)</p> <p style="text-align: right; font-size: small;">Requester's name and address (optional)</p>
--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ 9/9/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

NONE

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

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

NONE

Name of Officer

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

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

Yes No

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

Yes No

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

NONE

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

7 
Signature of vendor doing business with the governmental entity

9/9/2021
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Partners, Inc P O Box 724137 Atlanta GA 31138		CONTACT NAME: Kyle Smith PHONE (A/C, No, Ext): (878) 424-6500 E-MAIL ADDRESS: kyles@aspins.com		FAX (A/C, No): (878) 424-6501	
INSURED Staff Source Employment P.O. Box 1084 Cartersville GA 30120		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Philadelphia Indemnity Insurance Company		18058	
		INSURER B: Hanover Insurance Company		22292	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK1977806	05/11/2020	05/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WHA-A840481-06	03/04/2020	03/04/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK1977806	05/11/2020	05/11/2021	Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waller County Asphalt and TX Dot are additional insureds with regards to the General Liability policy by written contract. A Waiver of Subrogation is in place in favor of TX Dot.

CERTIFICATE HOLDER**CANCELLATION**

Waller County Asphalt, Inc.
 22010 Fairgrounds Rd.

Hempstead

TX 77445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Commissioners Court-Monday 09/14/2021
County Purchasing Department
RFB Caldwell County Road Materials, Fuel & Oil**

Discussion Items:

The County Purchasing Department is requesting approval of final draft RFB 21CCP01B (request for bid) for Caldwell County on aggregate, asphalt materials, flexible base, fuel, oil, and lubricants on behalf of Unit Road Department. Upon approval, Purchasing Agent will solicit bid on September 14th, 2021 with a submission deadline of October 5th, 2020 no later than 2:00 PM. Bid openings will be open to the public in the Caldwell County Courthouse Jury Room on October 5th, 2021 at 2:30 PM. The estimated award date will be October 12th, 2021.

Notable Budget Items: None at this time

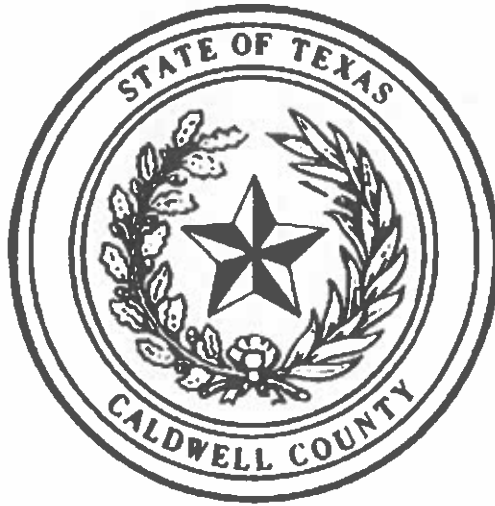
Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approval of final draft RFP 21CCP01B Caldwell County Road Materials, Fuel & Oil 2021-2022 for Unit Road Department.

Department Head Signature:

Danie Blake



CALDWELL COUNTY, TEXAS

REQUEST FOR BID's – RFB 21CCP01B
**Caldwell County Aggregate, Asphalt Materials, Flexible Base,
Fuel, & Oil/Lubricants**

Issue Date: September 14th, 2021

Submission Deadline: October 5th, 2021
(No Later than 2:00 PM)

Delivery Address:
Attn: Danie Blake Purchasing Agent
110 S. Main Street
Lockhart, TX 78644

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398- 7269

INVITATION FOR BIDS

The Unit Road System is seeking bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel – low Sulphur) and Oil/Lubricants.

Bids must be received on or before October 5th, 2021 – 2:00 p.m.

Bids will be publicly opened October 5th, 2021 – 2:30 p.m.

Bids will be publicly awarded October 12th, 2021 – 9:00 a.m.

Bid Submission:

The item bid on should be clearly marked on the front lower left hand corner of the envelope. Bids should show unit pricing and be submitted to the County Purchasing Department, at the Caldwell County Courthouse, located at 110 S. Main St., 1st Floor, Lockhart, Texas 78644 on October 5th, 2021, no later than 2:00 pm.

Bids will be opened publicly in the Caldwell County Courthouse – Jury Room, located at 110 S. Main St., 2nd Fl., Lockhart, Texas at 2:30 p.m., Tuesday, October 5th, 2021.

Award:

Successful bidders will be notified after the next Commissioner’s Court meeting, October 12th, 2021 where the award of bid will be presented for approval. Bid tabulations will be available from the Purchasing Department at Danielle.blake@co.caldwell.tx.us and available on our county website <http://www.co.caldwell.tx.us/page/caldwell.BidRequests> after bid is awarded.

Commissioner’s Court has the right to reject any and all bids.

Contract Period:

October 12th, 2021 thru September 30th, 2022

Economic Adjustment: (Fuel/Diesel Excluded)

Pricing must remain firm for the first three months of the initial contract. Afterwards, the vendor may submit a request for a contract pricing adjustment. The vendor’s request must be in the form of a certified statement or affidavit detailing the price adjustment.

If the adjustment is approved, the effective date for the new pricing will be the date the amended documentation is signed by both the county and the vendor.

If no agreement can be reached regarding the price adjustment, the county has the right to seek out other sources.

If either party decides to cancel the contract rather than agree to the pricing adjustment, a (30) day written notice must be provided.

Minimum period of (3) months must elapse between adjustment requests.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

FLEXIBLE BASE

BID SHEET

N/A

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
3/4" Base	_____	_____
1-1/2" Commercial Base	_____	_____
	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Type A Black Base	_____	_____
Type D Cold Mix	_____	_____

Material should be in stock or made available within a reasonable amount of time.

2. Payment – Net 30 days

Signature/Date

Address _____

Telephone _____

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

AGGREGATE

N/A

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Aggregate – Grade 3 Cover Stone (1/2")	_____	_____
Aggregate – Grade 4 Cover Stone (3/8")	_____	_____

2. Payment – Net 30 days

Signature/Date

Address _____

Telephone _____

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ASPHALT MATERIAL

BID SHEET

N/A

1. Bid items must meet TXDOT 2020 Specifications for construction of highways, streets and bridges.
2. Quantities used will vary – Caldwell County hereby makes no statement regarding the estimated usage and no stipulated usage can be demanded by the supplier.
3. Payment – Net 30 days.

	At Plant (U.R.S. picks up)	Delivered to 1700 FM 2720 Lockhart, 78644
	Price per gal.	Price per gal.
SS1 Slow Set Emulsion	_____	_____
HFRS2 Rapid Set Emulsion	_____	_____

Signature/Date

Address _____

Telephone _____

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ESTABLISHING YOUR BID PRICE

The base price of fuel will be governed by the Oil Price Information Service (OPIS) average weekly price as published each Thursday, for the Austin, TX Rack (see copy attached)

The following is an *example* of how we expect you to submit your bid:

Type of Fuel	OPIS Price Issued 08-09-2018	Profit Margin For Supplier	Bid Price (Per Gal.)
Regular Unleaded	\$2.0896	\$0.02	\$2.1096
No. 2 Diesel (Low Sulfur)	\$2.2070	\$0.02	\$2.2270

1. Averages based solely on OPIS and reseller prices. Terminal excludes: freight, taxes and special discounts.
2. **Make certain that you are providing yourself with a margin that you can live with. This margin cannot be changed during the contract period. Bids, which are submitted in any form other than that shown in the example above, will be immediately rejected. Caldwell County reserves the right to accept and reject any and all bids.**
3. Caldwell County will supply 4,000 gallon tanks for both the gas and diesel.

AUSTIN, TX

2021-09-20 16:59:00 EDT

OPIS CLOSING BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

7.8 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u N-10	219.99	- 1.99	238.99	- 1.99	268.99	- 1.99	09/17	18:00
FlntHlsRs	u N-10	220.70	- 4.05	235.70	- 4.05	255.70	- 4.05	09/17	17:00
XOM	u Net	221.95	- 2.74	237.55	- 2.74	260.45	- 2.74	09/17	19:00
Motiva	u N-10	224.65	- 1.90	241.65	- 1.90	272.65	- 1.90	09/17	18:00
Citgo	b 1-10	227.72	- 1.52	243.37	- 1.53	275.19	- 1.53	09/17	18:00
PSX	b 1-10	228.40	- 2.90	244.06	- 2.90	280.42	- 2.90	09/17	18:00
Sunoco	b 125-3	228.59	- 2.15	244.59	- 2.15	276.59	- 2.15	09/17	18:00
Valero	b 1-10	228.60	- 1.40	245.06	- 1.40	278.46	- 1.58	09/17	18:00
76-Mot	b 125-3	228.61	- 1.31	243.80	- 1.31	279.75	- 1.31	09/17	18:00
XOM	b 125-3	229.34	- 2.67	245.11	- 2.68	268.32	- 2.68	09/17	19:00
Chevron	b 1t45c	229.60	- 1.80	246.80	- 1.80	284.60	- 1.80	09/17	18:00
Texaco	b 1t45c	229.60	- 1.80	246.80	- 1.80	284.60	- 1.80	09/17	18:00
Shell-Mot	b 125-3	229.71	- 1.52	248.95	- 1.52	282.88	- 1.51	09/17	18:00
LOW RACK		219.99		235.70		255.70			
HIGH RACK		229.71		248.95		284.60			
RACK AVG		226.73		243.26		274.51			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB AUSTIN		222.12		-- --		237.20			
BRD LOW RACK		227.72		243.37		268.32			
BRD HIGH RACK		229.71		248.95		284.60			
BRD RACK AVG		228.91		245.39		278.98			
UBD LOW RACK		219.99		235.70		255.70			
UBD HIGH RACK		224.65		241.65		272.65			
UBD RACK AVG		221.82		238.47		264.45			
CONT AVG-09/20		226.73		243.26		274.51			
CONT LOW-09/20		219.99		235.70		255.70			
CONT HIGH-09/20		229.71		248.95		284.60			



gas

AUSTIN, TX

2021-09-20 16:59:00 EDT

OPIS CLOSING BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
FlntHisRs	u N-10	221.75	- .45	-- --	-- --	-- --	-- --	09/17	17:00
Valero	u N-10	226.69	- .19	-- --	-- --	-- --	-- --	09/17	18:00
Valero	b 1-10	232.00	- .38	-- --	-- --	-- --	-- --	09/17	18:00
LOW RACK		221.75		-- --		-- --			
HIGH RACK		232.00		-- --		-- --			
RACK AVG		226.81		-- --		-- --			
OPIS GULF COAST SPOT MEAN								09/17	
FOB COLONIAL		215.910		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB AUSTIN		220.46		-- --		-- --			
BRD LOW RACK		232.00		-- --		-- --			
BRD HIGH RACK		232.00		-- --		-- --			
BRD RACK AVG		232.00		-- --		-- --			
UBD LOW RACK		221.75		-- --		-- --			
UBD HIGH RACK		226.69		-- --		-- --			
UBD RACK AVG		224.22		-- --		-- --			
CONT AVG-09/20		226.81		-- --		-- --			
CONT LOW-09/20		221.75		-- --		-- --			
CONT HIGH-09/20		232.00		-- --		-- --			

diesel



**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

Contract for Fuel and Diesel

Bid Sheet

Type of Fuel	OPIS Price Published (Per Gal.)	Profit Margin For Supplier (Per Gal.)	Date - Bid Price (Per Gal.)
			<u>09/31/21</u>
Regular Unleaded	<u>2.2673</u>	<u>.035</u>	<u>2.3023</u>
Brand/Trade Name of Product Bid		<u>UNBRANDED / FLINT HILLS</u>	
No. 2 Diesel / Low Sulfur	<u>2.2481</u>	<u>.035</u>	<u>2.2981</u>
Brand/Trade Name of Product Bid		<u>UNBRANDED / FLINT HILLS</u>	

Note: During the term of this contract, fuel prices may increase or decrease based on the weekly average OPIS price from the Austin, TX Rack. The amount designated as the supplier's profit margin per gallon will remain constant for the term of the contract.

Schmidt + Sons, Inc
Firm
Keith Schmidt / President
Name/Title
Keith Schmidt
Signature
830-857-3209
Telephone No.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

OIL & LUBRICANT BID SHEET

Notice to Bidders: No quantities are shown on this invitation to bid. It is estimated that approximately \$11,000.00 will be spent on lubricants during the year. If the bid form is not completed in its entirety, the bid will be considered non-responsive.

Motor Oil SAE 15W-40 (In bulk) – Must meet Caterpillar CJ4 Specifications and be emissions compatible. Bulk shipment must be delivered in 200 - 250 gallons.

Brand/Trade Name of Product Bid PETRO CANADA DURON HP

Bid Price Per Gallon \$9.89/GALLON

Hydraulic Fluid (In bulk) – Multi-functional/Universal fluid for use in hydraulic systems, transmissions, differential and wet brakes that meet or exceed Caterpillar Specifications. Bulk shipment must be delivered in 200 – 250 gallons.

Brand/Trade Name of Product Bid WARREN PREMIUM TRACTOR HYDRAULIC FLUID

Bid Price Per Gallon \$8.90/GALLON

Chassis Grease – For heavy duty equipment; should reach the maximum temperature of 500 degrees. Available in cartridge form and 5 gallon cans.

Brand/Trade Name of Product Bid PETRO CANADA PRECISION XL #2

Bid Price Per Cartridge \$3.04/TUBE (30/CASE)

Bid Price Per 5 Gallon \$112.81/\$37.48# PAIL

Anti-Freeze – Extended Life – Red – 50/50; All Temp

Brand/Trade Name of Product Bid MARCUS EXTENDED LIFE COOLANT

Bid Price 55 Gallon Drum \$6.44/GALLON

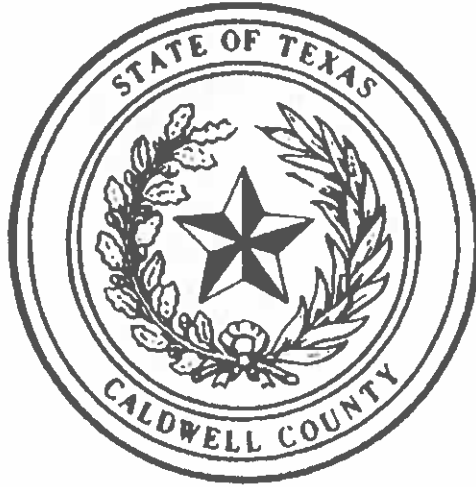
Bid Price Per 1 Gallon \$7.20/GALLON

Schmidt & Sons, Inc
Firm

Ben Bruff 9.22.21
Signature/Date

Ben Bradford / Lube Sales Mgr
Name/Title

210.639.3251
Telephone



CALDWELL COUNTY, TEXAS

REQUEST FOR BID's – RFB 21CCP01B
Caldwell County Aggregate, Asphalt Materials, Flexible Base,
Fuel, & Oil/Lubricants

Issue Date: September 14th, 2021

Submission Deadline: October 5th, 2021
(No Later than 2:00 PM)

Delivery Address:
Attn: Danie Blake Purchasing Agent
110 S. Main Street
Lockhart, TX 78644

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

Contract for Fuel and Diesel

Bid Sheet

Type of Fuel	OPIS Price Published (Per Gal.)	Profit Margin For Supplier (Per Gal.)	Date - Bid Price (Per Gal.)
Regular Unleaded	<u>2.2673</u>	<u>.05</u>	<u>9/20/21</u>
Brand/Trade Name of Product Bid	<u>OPIS Austin Rack Average NL10%</u>		
No. 2 Diesel / Low Sulfur	<u>2.2681</u>	<u>.05</u>	<u>9/20/21</u>
Brand/Trade Name of Product Bid	<u>OPIS Austin Rack Average CR</u>		

Note: During the term of this contract, fuel prices may increase or decrease based on the weekly average OPIS price from the Austin, TX Rack. The amount designated as the supplier's profit margin per gallon will remain constant for the term of the contract.

ARNOLD OIL COMPANY
Firm

James Courtney / Director
Name/Title

James Courtney
Signature

(325) 207 7617 j.courtney@arnoldoil.com
Telephone No.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

OIL & LUBRICANT BID SHEET

Notice to Bidders: No quantities are shown on this invitation to bid. It is estimated that approximately \$11,000.00 will be spent on lubricants during the year. If the bid form is not completed in its entirety, the bid will be considered non-responsive.

Motor Oil SAE 15W-40 (In bulk) – Must meet Caterpillar CJ4 Specifications and be emissions compatible. Bulk shipment must be delivered in 200 - 250 gallons.

Brand/Trade Name of Product Bid Valvoline AT 15W40

Bid Price Per Gallon \$ 10.17

Hydraulic Fluid (In bulk) – Multi-functional/Universal fluid for use in hydraulic systems, transmissions, differential and wet brakes that meet or exceed Caterpillar Specifications. Bulk shipment must be delivered in 200 ~ 250 gallons.

Brand/Trade Name of Product Bid Chevron 1000 THF

Bid Price Per Gallon \$ 11.83

Chassis Grease – For heavy duty equipment; should reach the maximum temperature of 500 degrees. Available in cartridge form and 5 gallon cans.

Brand/Trade Name of Product Bid Chevron Stearplex EP2

Bid Price Per Cartridge \$ 3.76

Bid Price Per 5 Gallon \$ 145.83

Anti-Freeze – Extended Life – Red – 50/50; All Temp

Brand/Trade Name of Product Bid Zerex ELC 50/50

Bid Price 55 Gallon Drum \$ 357.50

Bid Price Per 1 Gallon \$ 8.70

ARNOLD OIL COMPANY
Firm

James Courtney 9/27/01
Signature/Date

James Courtney 9/27/01
Name/Title

(255) 207-7617
Telephone

**Commissioners Court-Monday 09/14/2021
County Purchasing Department
RFB Caldwell County Road Materials, Fuel & Oil**

Discussion Items:

The County Purchasing Department is requesting approval of final draft RFB 21CCP01B (request for bid) for Caldwell County on aggregate, asphalt materials, flexible base, fuel, oil, and lubricants on behalf of Unit Road Department. Upon approval, Purchasing Agent will solicit bid on September 14th, 2021 with a submission deadline of October 5th, 2020 no later than 2:00 PM. Bid openings will be open to the public in the Caldwell County Courthouse Jury Room on October 5th, 2021 at 2:30 PM. The estimated award date will be October 12th, 2021.

Notable Budget Items: None at this time

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approval of final draft RFP 21CCP01B Caldwell County Road Materials, Fuel & Oil 2021-2022 for Unit Road Department.

Department Head Signature:

Danie Blake

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ASPHALT MATERIAL

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications for construction of highways, streets and bridges.
2. Quantities used will vary – Caldwell County hereby makes no statement regarding the estimated usage and no stipulated usage can be demanded by the supplier.
3. Payment – Net 30 days.

	At Plant (U.R.S. picks up) Price per gal.	Delivered to 1700 FM 2720 Lockhart, 78644 Price per gal.
SS1 Slow Set Emulsion	<u>\$2.25</u>	<u>\$2.40</u>
HFRS2 Rapid Set Emulsion	<u>\$2.25</u>	<u>\$2.40</u>

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED. THE COMMON CARRIER BILLS DEMURRAGE AT \$90.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. PUMP AND HOSE CHARGE IS \$90.00 PER LOAD. FOR EQUIPMENT ORDERED, BUT NOT USED, CARRIER MAY CHARGE UP TO \$400.00.

David Stroud / SEPTEMBER 30, 2021
DAVID STROUD

Signature/Date

ERGON ASPHALT & EMULSIONS, INC.
11612 RM 2244, BLDG 1, SUITE 250

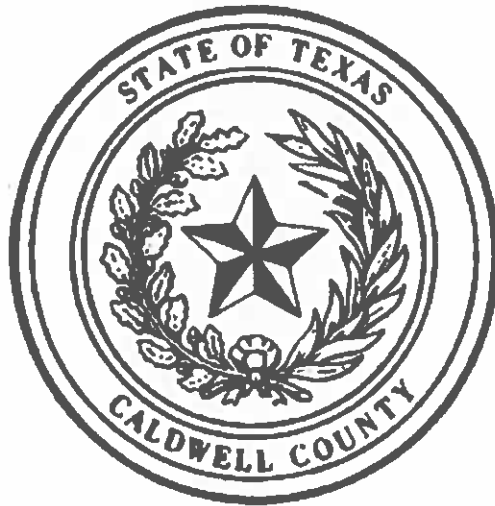
Address

AUSTIN, TEXAS 78738

Telephone

(512) 469-9292

Federal Environmental Fee will be added to above prices at rate of \$.49770/ton for asphalt & polymer loads or \$.00150/gal for emulsion loads.



CALDWELL COUNTY, TEXAS

REQUEST FOR BID's – RFB 21CCP01B
**Caldwell County Aggregate, Asphalt Materials, Flexible Base,
Fuel, & Oil/Lubricants**

Issue Date: September 14th, 2021

Submission Deadline: October 5th, 2021
(No Later than 2:00 PM)

Delivery Address:
Attn: Danie Blake Purchasing Agent
110 S. Main Street
Lockhart, TX 78644

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398- 7269

INVITATION FOR BIDS

The Unit Road System is seeking bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel – low Sulphur) and Oil/Lubricants.

Bids must be received on or before October 5th, 2021 – 2:00 p.m.

Bids will be publicly opened October 5th, 2021 – 2:30 p.m.

Bids will be publicly awarded October 12th, 2021 – 9:00 a.m.

Bid Submission:

The item bid on should be clearly marked on the front lower left hand corner of the envelope. Bids should show unit pricing and be submitted to the County Purchasing Department, at the Caldwell County Courthouse, located at 110 S. Main St., 1st Floor, Lockhart, Texas 78644 on October 5th, 2021, no later than 2:00 pm.

Bids will be opened publicly in the Caldwell County Courthouse – Jury Room, located at 110 S. Main St., 2nd Fl., Lockhart, Texas at 2:30 p.m., Tuesday, October 5th, 2021.

Award:

Successful bidders will be notified after the next Commissioner’s Court meeting, October 12th, 2021 where the award of bid will be presented for approval. Bid tabulations will be available from the Purchasing Department at Danielle.blake@co.caldwell.tx.us and available on our county website <http://www.co.caldwell.tx.us/page/caldwell.BidRequests> after bid is awarded.

Commissioner’s Court has the right to reject any and all bids.

Contract Period:

October 12th, 2021 thru September 30th, 2022

Economic Adjustment: (Fuel/Diesel Excluded)

Pricing must remain firm for the first three months of the initial contract. Afterwards, the vendor may submit a request for a contract pricing adjustment. The vendor’s request must be in the form of a certified statement or affidavit detailing the price adjustment.

If the adjustment is approved, the effective date for the new pricing will be the date the amended documentation is signed by both the county and the vendor.

If no agreement can be reached regarding the price adjustment, the county has the right to seek out other sources.

If either party decides to cancel the contract rather than agree to the pricing adjustment, a (30) day written notice must be provided.

Minimum period of (3) months must elapse between adjustment requests.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

ASPHALT MATERIAL

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications for construction of highways, streets and bridges.
2. Quantities used will vary – Caldwell County hereby makes no statement regarding the estimated usage and no stipulated usage can be demanded by the supplier.
3. Payment – Net 30 days.

	At Plant (U.R.S. picks up) Price per gal.	Delivered to 1700 FM 2720 Lockhart, 78644 Price per gal.
SS1 Slow Set Emulsion (P2 S1)	<u>\$2.44</u>	<u>\$2.69</u>
HFRS2 Rapid Set Emulsion(CWE-2)	<u>\$2.74</u>	<u>\$2.99</u>

****Please see attached equivalent and/or superior product information and Sole Source Affidavit.
P Squared is proudly recognized and accepted by Tarrant County Co-Op.


10/4/21
Signature/Date

Address 516 S. McLennan Loop
Elm Mott, TX 76640

Telephone Office: (254) 829-0330
Mobile: (361) 877-2584

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

FLEXIBLE BASE

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
3/4" Base	_____	_____
1-1/2" Commercial Base	_____	_____

No Bid

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Type A Black Base	_____	_____
Type D Cold Mix	_____	_____

No Bid

Material should be in stock or made available within a reasonable amount of time.

2. Payment – Net 30 days



Signature/Date

10/4/21

Address 516 S. McLennan Loop

Elm Mott, TX 76640

Telephone Office: (254) 829-0330
Mobile: (361) 877-2584

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

AGGREGATE

BID SHEET

1. Bid items must meet TXDOT 2020 Specifications

	At Plant (U.R.S. picks up) Price per ton	Delivered to 6655 Seawillow Road Lockhart, 78644 Price per ton
Aggregate – Grade 3 Cover Stone (1/2")	_____	_____
Aggregate – Grade 4 Cover Stone (3/8")	_____	_____

No Bid

2. Payment – Net 30 days



Signature/Date

10/4/21

Address 516 S. McLennan Loop

Elm Mott, TX 76640

Telephone Office: (254) 829-0330
Mobile: (361) 877-2584

CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 – 7269

ESTABLISHING YOUR BID PRICE

The base price of fuel will be governed by the Oil Price Information Service (OPIS) average weekly price as published each Thursday, for the Austin, TX Rack (see copy attached)

The following is an *example* of how we expect you to submit your bid:

Type of Fuel	OPIS Price Issued 08-09-2018	Profit Margin For Supplier	Bid Price (Per Gal.)
Regular Unleaded	\$2.0896	\$0.02	\$2.1096
No. 2 Diesel (Low Sulfur)	\$2.2070	\$0.02	\$2.2270

1. Averages based solely on OPIS and reseller prices. Terminal excludes: freight, taxes and special discounts.
2. **Make certain that you are providing yourself with a margin that you can live with. This margin cannot be changed during the contract period.** Bids, which are submitted in any form other than that shown in the example above, will be immediately rejected. **Caldwell County reserves the right to accept and reject any and all bids.**
3. Caldwell County will supply 4,000 gallon tanks for both the gas and diesel.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

Contract for Fuel and Diesel

Bid Sheet

Type of Fuel	OPIS Price Published (Per Gal.)	Profit Margin For Supplier (Per Gal.)	Date - Bid Price (Per Gal.)
--------------	---------------------------------------	---	-----------------------------------

Regular Unleaded	_____ No Bid _____	_____ No Bid _____	
Brand/Trade Name of Product Bid	_____		

No. 2 Diesel / Low Sulfur	_____ No Bid _____	_____ No Bid _____	
Brand/Trade Name of Product Bid	_____		

Note: During the term of this contract, fuel prices may increase or decrease based on the weekly average OPIS price from the Austin, TX Rack. The amount designated as the supplier's profit margin per gallon will remain constant for the term of the contract.

P Squared Emulsion Plants, LLC

Firm

Dane McGinnis, Partner/CFO

Name/Title


Signature

(254) 829-0330

Telephone No.

**CALDWELL COUNTY UNIT ROAD SYSTEM
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398 - 7269**

OIL & LUBRICANT BID SHEET

Notice to Bidders: No quantities are shown on this invitation to bid. It is estimated that approximately \$11,000.00 will be spent on lubricants during the year. If the bid form is not completed in its entirety, the bid will be considered non-responsive.

Motor Oil SAE 15W-40 (In bulk) – Must meet Caterpillar CJ4 Specifications and be emissions compatible. Bulk shipment must be delivered in 200 - 250 gallons.

Brand/Trade Name of Product Bid **No Bid**

Bid Price Per Gallon _____

Hydraulic Fluid (In bulk) – Multi-functional/Universal fluid for use in hydraulic systems, transmissions, differential and wet brakes that meet or exceed Caterpillar Specifications. Bulk shipment must be delivered in 200 – 250 gallons.

Brand/Trade Name of Product Bid **No Bid**

Bid Price Per Gallon _____

Chassis Grease – For heavy duty equipment; should reach the maximum temperature of 500 degrees. Available in cartridge form and 5 gallon cans.

Brand/Trade Name of Product Bid **No Bid**

Bid Price Per Cartridge _____

Bid Price Per 5 Gallon _____

Anti-Freeze – Extended Life – Red – 50/50; All Temp

Brand/Trade Name of Product Bid **No Bid**

Bid Price 55 Gallon Drum _____

Bid Price Per 1 Gallon _____

P Squared Emulsion Plants, LLC

Firm



10/4/21

Signature/Date

Dane McGinnis, Partner/CEO

Name/Title

(254) 829-0330

Telephone



P2 Emulsions

SOLE-SOURCE PURCHASE AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths on this day personally appeared Seth McGinnis, on sworn oath stated the following:

My name is Seth McGinnis and I serve as the Chief Executive Officer of P Squared Emulsions Plants, LLC. I respect the required compliance of Caldwell County to the competitive bidding requirements outlined under Chapter 262 of the Texas Local Government Code; however, **the purchase of an item that can be obtained from only one source is exempted from said statutory competitive bidding provisions.**

The authority to purchase P Squared Emulsion Plants, LLC's proprietary products as defined as "Sole-Source" may be found under Texas Local Government Code § 262.024a (7)(A).

a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes"

I represent and assert to the Purchasing Department of Caldwell County and hereby warrant that P Squared Emulsion Plants, LLC is the **sole-source manufacturer and supplier** of the following item(s): **P2 Stabilizer, P2 Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.**

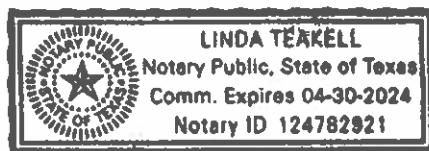
Each of our asphalt emulsion products is manufactured on site to the specifications of our **proprietary formulas which are solely owned and manufactured by P Squared Emulsion Plants, LLC.** I likewise assert that should P Squared Emulsion Plants, LLC cease to be the sole-source supplier of these proprietary products: I shall immediately make full disclosure in writing of all relevant facts and circumstances.


IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 4th day of October 2021.


(Signature)

Seth McGinnis, C.E.O.
(Printed Name) (Title)

SWORN TO AND SUBSCRIBED before me on October 4, 2021 by Seth McGinnis.




Notary Public, State of Texas
My Commission expires on April 30, 2024



P2 Emulsions

Date: October 4, 2021

To: Caldwell County

Subject: P Squared Emulsion Plants LLC Sole Source Products

This communication serves as certification that all products listed below are produced in accordance with the State of Texas' Sole Source requirements according to the proprietary formulas and specifications of P Squared Emulsion Plants LLC. Our proprietary products conform to the formal definition of "a confidential formulation usually containing two or more ingredients and about which information is not in the public domain" and as such, P Squared Emulsion Plants LLC is the only manufacturer and distributor of said products.

P Squared Emulsion Plants LLC Products:

"P2 Stabilizer"

Our P2 Stabilizer is an asphalt emulsion that is incorporated into existing soil or base material to provide increased base strength and stability. P2 Stabilizer eliminates the need for additional material such as aggregates, lime, cement or other additives. The utilization of P2 Stabilizer results in increased base density and hardness without sacrificing the flexibility and waterproof properties of asphalt.

"P2 Rejuvenator"

Our P2 Rejuvenator is engineered to rejuvenate old asphalt roads, RAP and other millings with residual asphaltic content. A one-time application will rejuvenate the existing material through softening oxidized pavement materials and re-binding asphalt to revitalize the road base.

"P2 ROC"

Our P2 ROC is engineered to seal and protect existing road surfaces. Our "Road Over Coat" is a proven sealing solution that locks down loose chip seal aggregate while sealing oxidized and cracked surfaces. ROC is designed to be traffic safe in under an hour resulting in a uniform, black road surface.

"CWE-2-No Bleed Chip Seal"

Our unique chip seal formula exhibits superior performance when compared to commodity type CRS-2 emulsions. CWE-2 can be applied in a broader range of temperatures (10-20 degrees below other products) and WILL NOT BLEED under extreme summer temperatures.

"CWP – Pothole Patch"

This emulsion is specifically formulated to work in ALL patch machines, ALL year round with the exact same results. Smooth consistency, no bleed finish and extremely low clog rates differentiate CWP from all other patch materials.

"P2 Prime Concentrate"

We have several proprietary "ready-to-use" formulas that include prime, tack and dust control products that all derive from our P2 Prime Concentrate. Based on application, customer needs and dilution rates; we have something for literally every road across the state of Texas.

**All P Squared Emulsion Plants LLC proprietary products fulfill the formal requirements found in Texas Local Government Codes regarding county purchasing Section 262.0247 A. (Available upon request)
**All P Squared Emulsion Plants LLC proprietary products are fully TCEQ and EPA compliant

All of us at P Squared thank you for the opportunity and we look forward to serving all your emulsion needs!



P2 Emulsions

P Squared Emulsion Plants - November 1, 2020

Prices subject to change with written notice

P2 Salesman - David Williams

Contact Phone - (361) 877-2584

Product	Tanker FOB Plant	Tanker FOB County	Drum/Tote Plant
P2 Stabilizer	\$2.44	\$2.69	\$2.64
P2S1	\$2.44	\$2.69	\$2.64
P2 CWE-2 (Chip Seal)	\$2.74	\$2.99	\$2.94
P2 CWP (Cold Weather Patch)	\$2.74	\$2.99	\$2.94
P2 ROC (Road Over Coat)	\$2.57	\$2.82	\$2.77
P2 Rejuvenator	\$2.44	\$2.69	\$2.64
P2 Prime Concentrate	\$1.79	\$2.04	\$1.99
P2RTU	\$1.75	\$2.00	\$1.95

****All listed prices are per U.S. gallon**

****Minimum Tanker Delivery: 5,000 Gallons**

****Delivery over 250 miles subject to additional charges**

****Demurrage (trucking charge): First 2 hours free, \$80.00 per hour thereafter**

****Pump Charge (trucking charge): \$80.00**

****Push Charge (trucking charge): \$80.00 per hour**

****Return Loads (trucking charge): Subject to charge from delivering freight line**

****Smaller Quantities Available, Subject to Freight Differential of \$0.25/gal less than 5,000 gal**

Containers available for smaller product amounts

"Tote" Containers (275 gallons size each) cost \$100.00 per container

"Drum" Containers (55 gallons size each) cost \$35.00 per drum

Containers are re-usable and can be rinsed out, brought back and re-filled at customer discretion

Containers priced individually and sold only with orders for material

Thank you and we look forward to serving all your emulsion needs!

16. Discussion/Action regarding the appointments of one member of the Caldwell County Commissioners Court and one representative from a Caldwell County municipality to the Texas Innovation Corridor Transportation Alliance. **Speaker: Commissioner Theriot; Backup: 4; 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

regarding appointment of one member of the Caldwell County Commissioners Court and one representative from a Caldwell County municipality to the Texas Innovation Corridor Transportation Alliance

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) Commissioner Theriot _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 4 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

Date 10/5/2021 _____

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

PREAMBLE: The Texas Innovation Corridor Transportation Alliance (“TxIC TA” or “the Alliance”) is being constituted at the direction of the Greater San Marcos Partnership’s (the “GSMP”) Vision2025 strategic plan. The Alliance’s formation and administration is led by the members of the GSMP’s *Implementation Workgroup* focused on the third goal of the Vision2025 plan, which is to *Accommodate and Manage Quality Growth* (known as *Workgroup 3* or “WG3”), and the staff of the GSMP.

As a regional economic development organization, the GSMP acknowledges the importance of safe, efficient, and sustainable transportation as a core component of business infrastructure and logistics, competitive quality of place, and resident quality of life. A well-functioning, diverse, and scalable transportation system is critical toward “accommodate[ing] and manag[ing] quality growth.”

However, the GSMP is not a transportation planning organization. Many of the communities and institutions represented within the footprint of the GSMP have their own detailed transportation plans, capital projects, planning and transportation departments, and networks of grassroots transportation advocacy organizations. Some are also members of larger state, MPO, and MSA level transportation planning, policy, and funding regimes.

The purpose of the Alliance is not to duplicate or replace any of these other plans or organizations, but rather to improve coordination between entities within the GSMP footprint. Like many other components of economic development, transportations systems are most valuable when cohesively linked to a broader system, and the role of the Alliance is principally to strengthen regional transportation cooperation within the GSMP footprint.

The Alliance is also an opportunity to create a venue outside the strictures of formal policymaking or executive bodies where potentially transformative regional transportation initiatives can be identified and assessed. While the Alliance is not empowered to take any executive or legislative action of its own, it is intended to serve as an incubator where innovative ideas may be tested. The Alliance may then make recommendations that help build consensus within the region that ultimately lead to tangible action by the appropriate authorities.

The GSMP excels at regional partnership and is therefore uniquely positioned to bring together members of the Alliance with these intentions in mind to cooperate toward the following Mission Statement.

MISSION STATEMENT: *The Texas Innovation Corridor (TxIC) Transportation Alliance exists to foster the development of a world-class and multi-modal regional transportation system by facilitating cooperation amongst Alliance members on regional transportation initiatives and identifying innovative regional mobility solutions. The overarching goal of the Alliance is to accommodate and manage quality growth by promoting safe, efficient, and sustainable transportation options for the residents of the growing Texas Innovation Corridor and its future generations.*

ALLIANCE COMPOSITION: The Alliance shall be composed of eleven (11) voting seats, which may be modified at the discretion of the GSMP Board. Each entity with a seat within the Alliance is recommended to have a primary representative, a designated alternate, and a technical representative, all of which may attend Alliance meetings.

Self-appointing institutions shall affirm their representative on an annual basis. For any entity holding a seat on CAMPOs Transportation Policy Board, the representative serving in the CAMPO seat may be considered for service on the Alliance. The two “community” seats appointed by each respective County Commissioners Court are intended to be rotated amongst municipalities not already represented on the Alliance. A chair (its delegee or staff liaison) of WG3 shall contact and verify each entity’s selection prior to the end of each fiscal year.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

The GSMP Representative and the three At-large members shall be nominated by the then-current WG3 members through a nomination and consensus process during Q4 of each fiscal year and shall then be confirmed at the annual meeting of the GSMP Board. All appointments shall be annual, and representatives may be reappointed with the GSMP and At-Large seats subject to a maximum term of five (5) years.

#	Seat	Term	Note
1	Hays County	Annual	Consider CAMPO appointee or another knowledgeable representative
2	Caldwell County	Annual	Consider CAMPO appointee or another knowledgeable representative
3	City of San Marcos	Annual	Consider CAMPO appointee or another knowledgeable representative
4	City of Kyle	Annual	Consider CAMPO appointee or another knowledgeable representative
5	Texas State University	Annual	As appointed by the President, or delegee
6	Hays County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
7	Caldwell County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
8	GSMP Representative	Annual	Non-Staff Member involved in WG3
9	At-large A	Annual	Recommended – Transportation Planner
10	At-large B	Annual	Recommended – Transportation NPO
11	At-large C	Annual	Open requirements

A number of other offices and organizations are acknowledged as critical players in regional transportation. A few are listed below. These entities will receive invitations to attend each meeting. While they will be non-participatory, there may be time set aside in each meeting for questions or open discussion with attending parties. Alliance members may also call upon attendees for specific questions during the proceedings.

State Representative Offices	State Senator Office
The Greater Austin-San Antonio Corridor Council	TXDOT Austin District Engineer
CAMPO	SH130
AAMPO	CARTS
Cap Metro	CAPCOG
VIA!	AARO Transportation Workgroup

MEETINGS AND AGENDA SETTING: The committee will meet quarterly or as needed to discuss and, as appropriate, make recommendations on items including, but not limited to:

- Existing Transportation initiatives occurring within, across, or through the TxIC with regional impact
- Proposed Transportation initiatives recommended for discussion
- Upcoming legislative/organizational action with potential to affect regional transportation

A proposed agenda shall be created by WG3 and delivered to the Alliance Chair no less than two weeks prior to each quarterly Alliance meeting. No less than one week prior to the next Alliance meeting, the Alliance Chair shall advise the GSMP staff liaison whether each item is approved or rejected as well as add any additional items to the agenda at their discretion. The GSMP staff liaison shall then circulate the final draft agenda to the Alliance, noting any Chair-rejected agenda items. No less than two days prior to the Alliance meeting, any two other Alliance members may join together to place any additional items (including a rejected item) onto the agenda.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

TIMING, VOTING, AND ATTENDANCE: The Alliance shall follow the GSMP fiscal year ending September 30. The Alliance members may set the time for each quarterly meeting. In the absence of any established time, the Alliance shall meet on the sixth Wednesday of each quarter at 5PM. For any business before the Alliance, only the primary representative may vote, unless the representative delegates his or her voting authority to their alternate in a written communication to the Alliance Chair prior to a meeting in which the primary representative will not attend. The technical representative is advisory only and shall not vote. If a primary representative misses two consecutive meetings of the Alliance, the representative shall be subject to automatic removal from the Alliance unless said removal is waived by a majority vote of the other members at the following Alliance meeting.

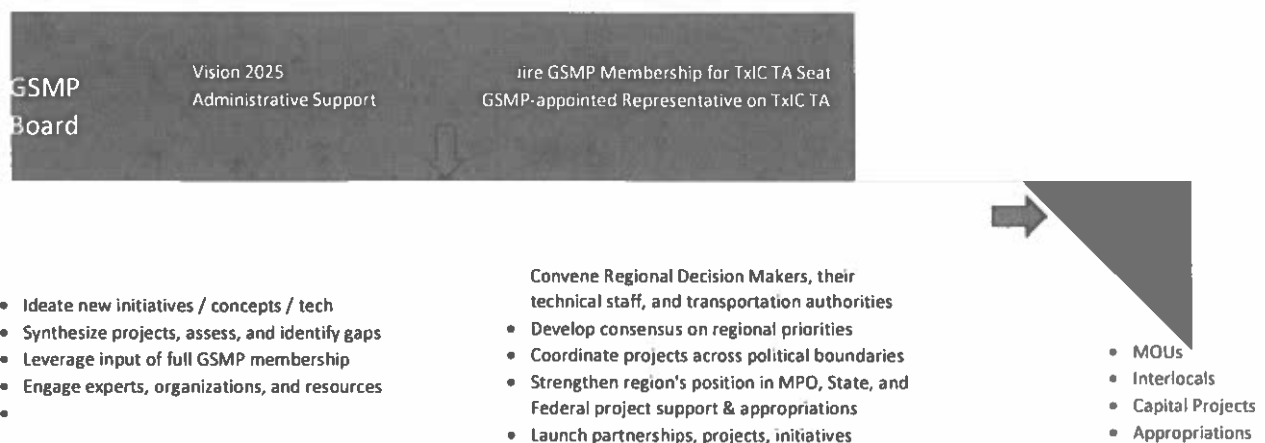
ALLIANCE LEADERSHIP: At the first meeting of the Alliance each year, the Alliance shall elect a Chair and Vice Chair. Prior to election of the year's leadership, the meeting shall be convened and run by the past year's Chair or Vice Chair, if they continue to serve on the Alliance. In the absence of either past year's leadership continuing on the Alliance, the GSMP representative shall convene the meeting prior to the election of new leadership.

STAFF SUPPORT: GSMP will provide administrative staff support for Alliance meetings. Additional projects needing staff support will be assigned on a per project basis to GSMP staff, an Alliance member's technical members, volunteers within WG3, or transportation-advocate organizations. The GSMP does not retain any qualified transportation planners and any technical analysis will be done by others.

REPORTING: GSMP staff will provide minutes from Alliance meetings to WG3 members and be available to members of the GSMP board upon request.

FUNDING: The GSMP shall provide any nominal funding required to host the Alliance's meetings. No transportation project funding is anticipated to be allocated to the Alliance by the GSMP. Project-specific funding may be considered on a case-by-case basis and shall require approval and appropriation from any contributing Alliance Member's governing body, including, but not limited to, City Councils, Commissioner's Courts, and the GSMP Board, as applicable.

ROLES AND INTERPLAY



17. Discussion/Action to consider the amendments to the Caldwell County Grants Department Policies and Guidelines.
Speaker: Judge Haden/ Dennis Engelke;
Backup: 11; 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: October 11,2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?
Consideration of amendments to the Caldwell County Grants Department Policies and Guidelines.

1. Costs:

Actual Cost or **Estimated Cost** \$⁰ _____

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)	Hoppy Haden		County Judge
(2)	Dennis Engelke		Grants Administrator
(3)	_____		

3. Backup Materials: None To Be Distributed 11 total # of backup pages
(including this page)

4. 

Signature of Court Member

October 4, 2021

Date

CALDWELL COUNTY GRANTS DEPARTMENT (CCGD) POLICIES AND GUIDELINES

WHAT IS A GRANT?

A grant is defined as financial assistance awarded to the County from an external entity to carry out a public purpose or support or economic stimulation. Grants can be awarded in the form of: loan contracts, loan guarantees, cooperative agreements, joint participation agreements, contract for services, private contributions, inter-local agreements, and other types of contractual documents.

PURPOSE

Grants are an exceptional way to fund Caldwell County projects; however, they come with the expectation that all work, including the management of the grant award, will follow the highest standards of the regulatory and budgetary requirements of the grantor and the County. Failure to comply with such requirements can lead to a loss of goodwill, the return of awarded funds and/or fines and may also jeopardize future funding from granting entities.

The purpose of this document is to set forth guidance for the application of grant proposals and the administration of grants awarded to the County that ensure the efficiency and impact of grant-funded programs, services, and capital improvements; limit the County's exposure to grant-related legal liability; and assure grantors and the public that the County shall discharge its responsibilities with the highest of standards.

POLICIES AND PROCEDURES

I. Introduction – The Caldwell County Commissioners Court established the Caldwell County Grants Department (CCGD) on October 1, 2018 to provide the following services:

- a. Identify federal, state, local and private sources of loans and grants for the county utilizing databases, publications, associations, personal contacts, public and private data and funding centers, libraries, etc.
- b. Evaluate loan and grant funding opportunities for county departments, municipalities, companies, non-profits and individuals in Caldwell County.
- c. Coordinate and conduct annual grant writing seminars in Caldwell County for residents who may want to locate grant sources and write grant proposals.
- d. Utilize proven grant writers and consultants to locate, evaluate and write specific or time-consuming grant proposals for Caldwell County.

II. Grants Administrator – With the establishment of the CCGD, the Commissioners Court established the position of Grants Administrator to oversee the development of all

grants for the County, their submission and tracking through the review and award processes and the monitoring and administration of those grants in conjunction with the Caldwell County Auditor's Office and Purchasing Department

The Grants Administrator serves at the will of the Commissioners Court and is responsible for overseeing the development and submission of all grants submitted on behalf of the County. This includes grants written by other departments within County government.

III. Inter-departmental Cooperation - In recognition of the complexity and specialization of some grants, i.e., health care and law enforcement, the Court confers on the Grants Administrator the power to cooperate with any County department or to contract with proven grant writers or consultants in finding sources, writing and submitting grants and monitoring those grants that are funded.

IV. Responsibility for Submission and Administration - While the Grants Administrator may cooperate with other County departments in developing, writing, submitting and monitoring grants, the Commissioners Court places sole responsibility for the grant development, funding and monitoring with the Grants Administrator. The Court directs that all grants submitted in the County's name shall be reviewed by the Grants Administrator for approval by the Court.

It is the responsibility of the CCGD, under the direction of the Caldwell County Commissioners Court, to implement a grants administration policy and to provide procedures that detail the grant proposal-seeking process and the proper execution, management, and close-out of grants awarded; and report on the submission and status of grants in a manner that assures transparency and accountability to the Commissioners Court, grantors, and the public.

V. Commissioners Court Authority - The Commissioners Court reserves the right to discuss, approve or disapprove any and all grant submissions in the County's name. In order for any County employee to submit a grant in the County's name, the grant shall first be reviewed by the Grants Administrator and submitted to the Commissioners Court for approval. No grant to either a public or private agency shall be submitted in the County's name without prior Court approval.

VI. Duties and Responsibilities - Outlined below are the duties and responsibilities of the Grants Department and the Auditor's Office with regard to the processing of grants for the County. The document was created pursuant to the outside Auditor's recommendation to expand the role of the Purchasing Agent in procuring professional services and to add independence and expertise to the process.

a. Seeking New Grants:

There is not a taxing entity or nonprofit organization that is not looking for new, non-traditional sources of funding. Current or traditional funding sources are being maxed out, reduced or eliminated while the demand for services continues to increase.

It is required that departments receive written approval from the Caldwell County Commissioners Court, or authorized designee, by Resolution, both before APPLYING and at ACCEPTANCE of grant funds.

Before an application for funding can be created, a department should know its needs and how to find resources to meet those needs. It is best to develop departmental strategic plans before reviewing available solicitations. This will minimize the tendency to 'chase grants' and institute grant-funded programs that are not a good fit for the department. The CCGD can facilitate strategic planning for your department.

Grants pursued by the County must be consistent with the County's mission, strategic priorities or adopted business plans, and no grant shall be submitted without ~~signature (resolution)-approval~~ of the Caldwell County Commissioners Court. Therefore, the submission of grant proposals shall be coordinated by the CCGD so that the effects on the County can be reviewed and understood beforehand and the ~~authorizing authorization signatures (approval)is~~ obtained; and ensuring that grant applications shall provide reasonable and realistic outcomes.

Commented [JW1]: I think its fine to just leave it as 'approval' without specifying that it has to be in the form of a resolution

Any proposed grant must be submitted to the CCGD a minimum of 20 business days prior to the grantor's application due-date.

Note: *If a department finds that due to time restraints they are unable to wait for a Commissioners Court meeting for approval to apply for a grant, then the County Judge (or a designee) can sign approval. The item will be placed on the agenda of the next available Commissioners Court meeting for ratification.*

b. To Submit Grant Proposals:

The Grants Administrator will:

- a. Review matching funds requirements, if applicable, with the Auditor's Office
- b. Review project budget with Auditor's Office
- c. Develop and submit agenda item to the Judge for Commissioners Court Agenda
- d. ~~Deliver copy of agenda item to Auditor's Office~~
- e. ~~Deliver copy of certified Commissioners Court minutes to Auditor's Office~~
- f. Review all grant applications prior to submission to Grantor

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c. To Accept Grant Contracts:

- Auditor will ~~receive contract and~~ review award budget with Grants Office
- Grants Administrator will, when appropriate, negotiate award budget with Grantor

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- Auditor will:
 - When appropriate, have contract reviewed by County Attorney. ~~Documentation being reviewed will be maintained in Auditor's Office.~~
 - ~~Submit action item to Judge for Commissioners Court Agenda~~
 - ~~Deliver copy of action item to Grant Administrator's Office~~
 - ~~Obtain Judge's signature and mail contract~~
 - ~~Deliver copy of executed contract to Grant Administrator's Office~~
 - Prepare and submit budget amendments to Commissioners Court for approval

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d. To Procure Professional Services:

Probity in Procurement

Probity in procurement practices means integrity, uprightness and honesty. It is more than avoiding corruption or dishonest conduct. It demands ethical behavior at all times in the administration of duties and responsibilities that align with managing public procurements.

This policy provides best practice guidance to assist in conducting and administering grants using the highest level of ethical behavior in all areas of the grant's life cycle. Transparency and accountability helps to ensure impartiality and gives the confidence to all parties participating in the procurement process. The Caldwell County Purchasing Department will ensure that needed goods and services are procured in an efficient, ethical and economical manner.

The solicitation of grant-related equipment, services, materials, supplies or products; and the creation of Requests for Proposals (RFPs) and Requests for Qualifications (RFQs) must be coordinated through the Caldwell County Purchasing Department before executing these purchases or issuing RFPs/RFQs. This will ensure that proper procurement and vendor/service providers' solicitation practices are being followed. The documentation of goods and services purchased with grant funds should reflect the process from beginning to end, and should easily show efforts of competitive bidding when applicable. Purchase Orders will be utilized and executed through the Caldwell County Purchasing Department.

e. Departments/Agencies Managing Existing Grants

1. Has responsibility for adherence to applicable program compliance requirements.
2. Has its performance measured against whether the objectives of the program are being realized or not, and to what degree.
3. Has responsibility to provide required timely performance and financial reports to the CCGD.
4. Has responsibility for daily programmatic decision making.

f. Record Retention

Master grant files are to be maintained by the CCGD, and the department responsible for managing the grant ~~should also retain appropriate documentation, too.~~ Having organized files allows grant documents to be quickly accessed upon request by the grantor, grantee or any authorized Caldwell County staff member. Unless the grant agreement states otherwise, all grant award records are to be retained for a period of three (3) years from the date of submission of the project's final financial and performance report.

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g. Grant Reporting

Every award has reporting requirements specified in the grant agreement. It is critical that all reports are complete, accurate, and submitted per the specified dates outlined in the agreement. Requirements and procedures are established to ensure that grant funds are expended and accounted for in a method that provides accuracy, uniformity and consistency. Late or inaccurate reports may negatively impact current or future funding, and result in Single Audit scrutiny.

Types of Reports

- Performance/Progress/Narrative/Status: The department is required to regularly submit to the grantor and retain performance reports that reflect grant-funded operational progress.
- Financial: Fiscal responsibilities include regularly submitting and retaining financial reports that reflect a grant's fiscal health along with supporting documents.
- Close-Out: Dependent upon the conditions of the grant contract, after the expiration or termination of the grant, the department in collaboration with the CCGD, are required to submit all financial, performance and other reports as required.

This policy is not a comprehensive listing of all rules, regulations or laws relating to grants administration, but is a guide of standardized procedures to direct the CCGD and County personnel in the pursuit, application, and management of grant proposals and awards. All respective departments are responsible for the creation and maintenance of internal procedures that will be used in conjunction with these standards

CALDWELL COUNTY STATEMENT OF FINANCIAL GOALS AND POLICIES

Approved by Commissioners Court June 9, 2020

XII. INTERNAL GUIDELINES FOR MANAGEMENT OF FEDERAL AND/OR STATE FUNDS

All costs charged by the County must be necessary, reasonable, allowable, and allocable to all Federal and/or State grant programs received administered by the County. The County must assure that all costs are appropriate and eligible including but not limited to the following areas of concern

- Administrative requirements - Including duplication of benefits requirements, provisions related to charging pre-award costs, conflict of interest, reporting fraud, and distinction between agencies/government components, contractors, developers, and beneficiaries;
- Recordkeeping and Reporting requirements - Including records retention and financial reporting requirements;
- Procurement requirements - Including requirements related to bonding, insurance, suspension and debarment;
- Contract conditions
- Force Account - Including requirements for tracking, documenting, and charging personnel costs and applicable fringe benefits and classification, purchasing, tracking, insuring, and disposing of equipment, supplies, and federally purchased tangible and intangible property;
 - Contract amendments;
 - Contract closeout;
- Monitoring and Quality Assurance - Including requirements related to preventing fraud, waste, and abuse;
- Audit - Including Single Audit or program-specific audit requirements

The following is a list of key federal and state regulations governing financial management of grant programs:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR program;
- 2 CFR § 200, including all of Subpart E Cost Principles;
- Uniform Grant Management Standards (UGMS) - Texas Comptroller of Public Accounts and guidance under 2 CFR § 200;
- Texas Local Government Code Chapter 171

It is the County's responsibility to be knowledgeable and compliant with these requirements to ensure the appropriate, effective, timely, and eligible use of all funds related to Federal and/or State Programs. The County is responsible for monitoring vendors and projects and compliance with applicable financial management standards, for processing payment requests for funds, and for audit review.

A cost objective is a pool of related costs, which could be related based on the County's departments, function, eligible, activity, agreement with State and/or Federal agencies or any 15 other basis. The term is used to capture a variety of scenarios in which costs may be categorized for purposes of cost allocation or eligibility determinations.

As per 2 CFR § 200.303, the County has established this and other written policies and procedures for internal controls and guidance documentation for responsible financial management of federal and/or state funds and include the adherence to the following:

- All federal, state, and local conflict of interest provisions, including the requirements of Texas Local Government Code Chapter 171;

- The County has an established internal control system and documented segregation of duties.

Including the appropriate segregation of duties as follows:

- o No person has complete control over every phase of a significant transaction. For example, the person who authorizes payments to contractors should not draft and issue the payment check and the person who writes a payment check should not reconcile associated bank records;

- o Monthly bank reconciliation and/or direct deposit monthly statements are reviewed by someone who is not responsible for handling cash or issuing checks;

- o The person issuing checks for grant expenses does not also handle payroll preparation/issuance of paychecks;

- The County will take prompt action when an instance of noncompliance is identified internally or through audit findings;

- The County takes reasonable measures to safeguard protected personally identifiable information (PII) and other information that the County considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality;

Per 24 CFR § 570.502, through established budgets and accounting records, the County is responsible for ensuring all Federal and/or State expenditures are authorized in an approved, documented budget and do not exceed the total budget amount and do not exceed the amount in the County's grant agreement(s).

The County will use one of two general methods available to draw federal and/or state grant funds to pay for project and vendor costs: the reimbursement method and the cash advance method.

- The reimbursement method entails a transfer of grant funds to the County based on actual expenditures already incurred by the County before it requests a draw;

- The cash advance method entails the transfer of grant funds from the federal and/or state agency based upon the County's received invoices before the actual cash disbursements have been made by the County.

The County establishes a separate account for each grant it receives. When using a cash advance basis process, the County will ensure that all received grant funding is held in an insured, interest-bearing account (2 CFR § 200.305(b)). Distinct accounting information for each grant is created. Accurate records of encumbrances/obligations against distinct line items within each grant for vendor contracts are made. Accurate records on grant awards, unobligated balances, assets, liabilities, expenditures, program income (if any) and applicable interest are kept and supported by sources documentation, including vendor contracts, invoices, and purchase orders.

Pursuant to 2 CFR § 200.302(a), the County's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, are sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the County's State and/or Federal grant agreement(s).

Caldwell County through its annual audit process has proven effective control over, and accountability for, all funds, property, and other assets in its possession. The County makes every effort to adequately safeguard all assets and assure that they are used solely for their intended purpose.

Financial Records for all Federal and/or State grant programs include the following:

- Transaction registry documenting:
 - o All invoices associated with each Request for Payment; and
 - o Source of funds for each invoice (grant funds by activity, matching funds and/or other funds)
- Source documentation, including the following:
 - o Copies of Requests for Payment;
 - o Addendum record of direct deposit payments;
 - o Verification of deposits; o Monthly bank statements
 - o Check register/transaction ledger; o Employee time sheets (as applicable);
 - o Equipment time record sheets(as applicable);
 - o Property inventory; o Purchase orders, invoices, and contractor requests for payments;
 - o Electronic Transfer Form (EFT);
 - o All original source documents

The County for each grant agreement received, establishes Responsible Persons. Through resolution, the County identifies the Responsible Persons (at least 2, preferably 4 by job title) responsible for both contractual documents (executed County agreement(s), associated amendments, and various program certifications) and financial documents (requests for payment, issuance of check). The County, where allowable by the Federal and/or State funding program, will authorize direct deposit to receive payments from the agency(ies) to post directly to the County's local bank account.

The County will ensure that there exists staff and contractor capacity necessary to manage all grant funds under its control. The County may procure a Grant administrator to assist with management of grant compliance, subject to 2 CFR § 200 procurement guidelines and requirements.

Eligible/Allowable Costs: All costs charged to the County's grant agreement(s) will be deemed eligible as identified in each Grantor's agreement/implementation manual. Eligible costs are those that conform to the federal/state requirements, including limitations and waivers described in applicable Federal Register Notices, comply with federal cost principles, and align with all associated cross-cutting federal requirements (Davis Bacon and Related Acts, Environmental requirements, etc.) and State and Local law.

The County will assure pursuant to 2 CFR § 200.403, costs meet the following general criteria to be allowable as a charge against any Federal award: • Costs must be necessary and reasonable for the performance of the Federal award:

- Costs must be necessary and reasonable for the performance of the Federal award and be allocable to that award and not to a different award;
- Costs must conform to any limitations or exclusions set forth in 2 CFR § 200 or in the Federal award as to types or amount of cost items;
- Costs must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the County;
- Costs must be accorded consistent treatment;

- o A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Costs must be determined in accordance with generally accepted accounting principles (GAAP);
- Costs must be adequately documented.

Reasonable Costs (2 CFR § 200.404): A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration will be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the proper and efficient performance of the State and/or Federal award;
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws and regulations; and terms and conditions of the State and/or Federal award;
- Market prices for comparable goods or services for the geographic area;
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County, its employees, the public at large, the State Government and/or Federal Government;
- Whether the County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the cost.

The County will insure that all grant reimbursement requests meet the definition of Allocable Costs (2 CFR § 200.405 and § 200.406) A cost is allocable to a particular grant, County agreement, vendor contract, program or other cost objective if the goods or services involved are chargeable or assignable to that cost objective in accordance with relative benefits received. This standard is met if the cost:

- Is incurred specifically for that cost objective;
- Benefits both that cost objective and other work of the County and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the County and is assignable in part to the specified cost objective in accordance with 2 CFR § 200.

Any cost allocable to a particular cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the County from shifting costs that are allowable under two or more cost objectives in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Costs should only be charged net of all applicable credits. Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the cost objective. Examples include:

- Purchase discounts;
- Rebates or allowances;

- Recoveries or indemnities on losses;
- Insurance refunds or rebates; an
- Adjustments of overpayments or erroneous charges

To the extent that such credits accruing to or received by the County relate to allowable costs, they must be credited to the State and/or Federal award either as a cost reduction or cash refund, as appropriate. These credits do not constitute program income.

The County will submit a draw request for eligible costs as often as is needed, subject to limitations in grant agreements and at least quarterly throughout the life of a project. The County will submit costs to a Grantor for draw within 60 days of receipt of invoices as allowable.

Pursuant to 24 CFR § 570.489(c), 2 CFR § 200.305(b), and 31 CFR § 205, the County when utilizing the cash advance method will minimize the time elapsing between the transfer of funds from the Federal or State agency and the disbursement by the County for eligible costs. This period must not exceed 5 business days from the date of receipt/deposit of funds.

18. Discussion/Action to consider the approval of the Software as a Service/License and Service agreement between Tyler Technologies, Inc. and Caldwell County.
Speaker: Judge Haden; Backup: 97;
Cost: \$1,175,599.00

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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the approval of Software as a Service/License and Service agreement between Tyler Technologies, Inc. and Caldwell County

1. Costs:

Actual Cost or **Estimated Cost** \$ 1,175,599

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

Name	Representing	Title
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(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 97 total # of backup pages
(including this page)

4. 
Signature of Court Member

10/11/2021
Date



SOFTWARE AS A SERVICE/LICENSE AND SERVICES AGREEMENT

This Software as a Service/License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 105740.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Odyssey, Incode Public Safety, and Tyler Jury Manager software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Caldwell County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.



- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services for the Incode Tyler Software that we provide to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit D.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Schedules 1 and 2 to Exhibit F.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit E.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS

Services and/or licensed software solely for your internal business purposes. The Odyssey and Jury Manager Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for the Incode Tyler Software, as listed in the Investment Summary, your rights to use such Incode Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
6. SaaS Services (Odyssey and Tyler Jury Manager).

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 44 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other

visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Multi-Tenant Hosting for Odyssey/Tyler Jury Manager. Tyler will deploy Odyssey with the Tyler Cloud hosting model in a multi-tenant environment. As part of this model, you agree to the following terms:
 - 7.1 All upgrades and packages will be deployed by Tyler staff based upon Tyler's predefined upgrade schedule. Tyler will provide the upgrade schedule at the time of go live.
 - 7.2 The use of Client defined Enterprise Custom Reports (ECRs) will not be available in the Tyler Cloud hosting model. All ECRs written by Tyler staff will be available to the Client.
 - 7.3 The use of the Odyssey Integration Toolkit by the Client will not be available in the Tyler Cloud hosting model.
 - 7.4 Document storage is limited to 10TB. Additional storage may be purchased at additional cost as reflected in the Investment Summary.
 - 7.5 Tyler will be responsible for all system level configuration. The Client will have the ability to maintain Odyssey code configuration, user profiles/security, and form templates.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we

are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support (Odyssey and Tyler Jury Manager). For so long as you timely pay your SaaS Fees (Odyssey and Tyler Jury Manager) according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
 - 9.6 We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to

your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

9.7 Exclusions: For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Maintenance and Support (Incode). This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement attached hereto as Exhibit D.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law

applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the

rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement

without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Incode Maintenance and Support Agreement
- Exhibit E Third Party Terms
- Exhibit F Statements of Work
Schedule 1: Odyssey SOW
Schedule 2: Tyler Jury Manager SOW

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Caldwell County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Chief Legal Officer

Address for Notices:

Caldwell County Courthouse
110 S. Main St.
Lockhart, TX 78644
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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EXHIBIT A: PART I
ODYSSEY AND TYLER JURY MANAGER
Investment Summary

Software Fees			
SaaS Fee Annual Amount			
Year 1			
\$192,565			
Software			
SaaS Software			Annual Cost
Odyssey Case Manager			\$71,760
Odyssey Attorney Manager			\$41,400
Judge Edition			Included
eSignature			Included
Record on Appeal			Included
eSolutions			Included
eFiling			Included
Traffic & Defendant Access Portal			Included
Tyler Jury Manager			\$23,512
Tyler Correction			\$48,300
Mugshots			\$3,690
Tyler Corrections Mobility with PDA (8 Devices)			\$15,168
NorthPointe Classification System			\$6,396
LiveScan			\$2,050
VINES			Included
		SaaS Fees	\$212,276
		Sourcewell Discount	(\$19,711)
		Net Annual SaaS Fees	\$192,565
Transaction-Based Services			Annual Fee
Tyler Jury Summons Direct (8,500 Summons @ \$0.71/pc)			\$6,035
Tyler Jury Messages (10,001 @ \$0.12ea/SMS)			\$1,200
Annual Source Update			\$3,000
		Transaction Fees	\$10,235
Implementation Services			
Professional Services			
Odyssey One-Time Services Cost	Hours	Rate	Total
Project Management	1360	\$185	\$251,600
Data Conversion	1400	\$175	\$245,000
Modifications (Interface, Integration, & Consulting)	48	\$200	\$9,600
Current & Future State Analysis	199.5	\$175	\$34,913
Setup, Configuration & Consulting	1081.38	\$175	\$189,242
Training	312	\$175	\$54,600
Go-Live Assistance	580	\$175	\$101,500
Follow-Up Training	56	\$175	\$9,800
		Odyssey Services	\$896,254
Jury One-Time Services Cost	Hours	Rate	Total
Project Management	96	\$185	\$17,760
Source List/Data Conversion	20	\$175	\$3,500
Deployment	28	\$175	\$4,900
Integration Development/Consulting	10	\$200	\$2,000
Customization	30	\$175	\$5,250
Setup, Configuration, & Consulting	20	\$175	\$3,500
Training/Go-Live	29	\$175	\$5,075
		Jury Services	\$41,985
Third Party Hardware, Software & Services (Corrections-Mobility)			Cost
Zebra EVM, HH, TC77, supports GSM + Verizon (TC77HL-SME24BG-FT)			Included
Z1AE-TC77XX-SC00 / Zebra EVM, Warranty, TC77, 5 year			Included
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle			\$1,888
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD			\$76
PWR-BGA12V108W0W0W / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD			\$268
23844-00-00R / Zebra EVM, US AC Line Cord, grounded			\$40
		Total	\$2,272
Travel Expense			
Description			Cost
Estimated Travel Expenses			\$32,288
		Project Total	\$1,175,599

- Tyler has included Odyssey's Bronze SaaS Tier.
- Document storage is limited to 10TB. Additional TB storage may be purchased at \$1,300 per TB.

EXHIBIT A: PART II
INCODE

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EXHIBIT A: PART II
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INVESTMENT SUMMARY

Tyler Software	\$ 130,914
Services	\$ 39,910
Third-Party Products	\$ 15,289
Other Cost	\$ 0
Total One-Time Cost	\$ 186,113
Annual Recurring Fees/SaaS	\$ 4,800
Tyler Software Maintenance	\$ 36,367
Travel (Not included in Total One-Time Cost)	

EXHIBIT A: PART II
INCODE



Quoted By:
Quote Expiration:
Quote Number:

Mark Northcutt
12/4/21
2021-257669-Q9L5P4

Sales Quotation For:

Caldwell County Sheriff
1204 Reed Dr
Lockhart TX 78644-4200
Phone: +1 (512) 398-6777

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Incode Public Safety				
Licenses				
Base RMS	\$ 17,600	\$ 1,760	\$ 15,840	\$ 4,400
Sex Offender Registration	\$ 1,100	\$ 110	\$ 990	\$ 275
Personnel	\$ 2,750	\$ 275	\$ 2,475	\$ 688
Case Management	\$ 6,160	\$ 616	\$ 5,544	\$ 1,540
Property Room	\$ 4,400	\$ 440	\$ 3,960	\$ 1,100
Mobile RMS Client {40}	\$ 0	\$ 0	\$ 0	\$ 0
Mobile CAD Client {40}	\$ 66,000	\$ 6,600	\$ 59,400	\$ 16,500
Mobile AVL Client {40}	\$ 11,000	\$ 1,100	\$ 9,900	\$ 2,750
Mapping	\$ 4,000	\$ 400	\$ 3,600	\$ 1,000
Odyssey Jail Warrant Integration	\$ 0	\$ 0	\$ 0	\$ 0
Odyssey Jail Arrest Integration	\$ 0	\$ 0	\$ 0	\$ 0
Arrest Report to Odyssey Jail	\$ 0	\$ 0	\$ 0	\$ 0
RapidSOS Lite	\$ 0	\$ 0	\$ 0	\$ 0
CAD	\$ 13,200	\$ 1,320	\$ 11,880	\$ 3,300
Dispatcher {2}	\$ 4,950	\$ 495	\$ 4,455	\$ 1,238
E-911	\$ 4,950	\$ 495	\$ 4,455	\$ 1,238
E-911 Client-addtl seats {2}	\$ 1,100	\$ 110	\$ 990	\$ 275

**EXHIBIT A: PART II
INCODE**

NCIC Server Interface (1 seat included)		\$ 6,600	\$ 660	\$ 5,940	\$ 1,650
NCIC Client Interface (additional seats) {2}		\$ 1,650	\$ 165	\$ 1,485	\$ 413
	Total	\$ 145,460	\$ 14,546	\$ 130,914	\$ 36,367
	TOTAL	\$ 145,460	\$ 14,546	\$ 130,914	\$ 36,367

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Incode				
Hardware				
NetMotion Mobility COMPLETE	40	\$ 120	\$ 0	\$ 4,800
	TOTAL			\$ 4,800

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Incode Public Safety					
Implementation	197	\$ 130	\$ 0	\$ 25,610	\$ 0
Property Room Inventory Set Up	1	\$ 0	\$ 0	\$ 0	\$ 0
Project Management	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
PS Calls for Serv-Conversion	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
PS Master Files-Conversion	1	\$ 8,800	\$ 0	\$ 8,800	\$ 0
PS Sex Offenders-Conversion	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
	TOTAL			\$ 39,910	\$ 0

**EXHIBIT A: PART II
INCODE**

Third-Party Hardware, Software and Services

Description Incode	Quantity	Unit Price	Discount	Total	Unit Maintenance	Year One Maintenance
Property Room Barcode Scanner Kit	1	\$ 2,520	\$ 0	\$ 2,520	\$ 0	\$ 0
Property Room Barcode Printer Kit	1	\$ 970	\$ 0	\$ 970	\$ 0	\$ 0
Microsoft SQL Server 2017 RUNTIME	1	\$ 499	\$ 0	\$ 499	\$ 0	\$ 0
Microsoft SQL 2017 RUNTIME CAL	60	\$ 105	\$ 0	\$ 6,300	\$ 0	\$ 0
Microsoft Windows Server 2019 - Remote Desktop CAL (Per Device)	40	\$ 125	\$ 0	\$ 5,000	\$ 0	\$ 0
TOTAL				\$ 15,289		0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 130,914	\$ 36,367
Total Annual	\$ 0	\$ 4,800
Total Tyler Services	\$ 39,910	\$ 0
Total Third-Party Hardware, Software, Services	\$ 15,289	\$ 0
Summary Total	\$ 186,113	\$ 41,167
Travel (Not included in Contract Total)		

Comments

System and hardware specifications can be verified for Incode Public Safety at www.check.tylertech.com
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

EXHIBIT A: PART II INCODE

NCIC/LETS (1 seat included) - Requires connection to the state. Available to run queries only. Available for both CAD and Mobile CAD. Does not include the CJIS Addendum

Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Accidents (Includes EZ Street Draw and/or ScenePD Interfaces), Traffic/Parking Citation Records, Racial Profiling, Calls for Service (Including Manual Call Sheets), Use of Force, Messaging, Dashboard, Watches, Impounds, Bike/Pet Registration, Intelligence, Field Interview, Proximity Restrictions)

Public Safety - Personnel module includes evaluations, training, certifications, issued equipment, and department property.

Public Safety - Calls for Service conversion includes general information.

Public Safety - Base RMS conversion includes Master files (addresses, name, vehicles, arrests, offense/incidents, and property room).

Public Safety - Sex Offenders conversion includes personal information, registration information, offense information, employment/education.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees (Odyssey and Tyler Jury Manager).** SaaS Fees for Odyssey and Tyler Jury Manager are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Provided, however, that the initial invoice shall be due six (6) months following the commencement of the initial term. Subsequent SaaS fees shall be invoiced annually thereafter on the anniversary of the initial term. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Tyler Jury Summons Direct/Tyler Jury Messages.** The annual fees for Tyler Jury Summons and Tyler Jury Messages are set forth in the Investment Summary and will be invoiced in accordance with the same schedule as the SaaS Fees. Fees for exceeding the stated maximum number of text messages per year as set forth in the Investment Summary will be billed monthly at \$0.14/text.
3. **Annual Source Update.** The annual fees for Annual Source Update shall be invoiced upon delivery.
4. **License Fees (Incode).** License fees for Incode will be invoiced 100% six (6) months after the Effective Date.
5. **Maintenance and Support Fees (Incode).** Year one (1) maintenance and support fees for Incode are waived. Year two (2) maintenance and support fees are as listed in the Investment Summary and are due one (1) year from the commencement of the initial term. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
6. **Other Tyler Software and Services.**
 - 6.1 ***Incode Professional Services:*** Incode implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

6.2 *Odyssey and Tyler Jury Manager Professional Services*: Odyssey and Tyler Jury Manager implementation and other professional services (including training) are billed and invoiced on a fixed fee basis upon completion of the following milestones:

Deliverable	Payment Milestone	Amount
6.1.1 Project Management Plan	1	\$26,598.00
6.1.2 Project Operational Plans	1	\$26,599.00
6.1.2 Initial Project Schedule	1	\$26,600.00
0.0.16 Project Status Reports	1	\$132,998.00
6.1.4 Stakeholder Meeting Presentation	1	\$26,600.00
6.2.2 Current and Future State Analysis Report	2	\$66,499.00
6.1.3 Infrastructure Design Document (SaaS)	1	\$26,600.00
6.3.1 Initial System Deployment	3	\$33,516.00
6.2.1 Solution Orientation	2	\$66,500.00
6.3.2.1 Configuration Plan	3	\$33,516.00
6.3.2.2 Initial Configuration Complete	3	\$35,909.00
6.3.2.3 Security Workshop Completed	3	\$33,516.00
6.3.2.4 Forms Workshop Completed	3	\$33,516.00
6.3.2.5 Configuration Tracking Workbook	3	\$33,516.00
6.2.3 Data Conversion Plan Built or Updated	2	\$88,665.00
6.3.5 Interface & Integration Modifications Consulting	3	\$9,600.00
<i>Tyler Jury Manager Project Services with 6.1.3 Deliverable</i>	3	\$17,760.00
<i>Tyler Jury Manager Technical Services with 6.1.3 Deliverable</i>	3	\$15,650.00
<i>Tyler Jury Manager Implementation Services with 6.1.3 Deliverable</i>	3	\$8,575.00
6.3.4 Conversion Iterations/Reviews Complete	3	\$35,909.00
6.4.1 Solution Validation Report	4	\$9,310.00
6.4.2 Go-Live Transition Plan	4	\$6,207.00
6.4.3 End User Training Delivered	4	\$46,549.00
6.5.1 Data Available in Production Environment	5	\$58,962.00
6.5.2 Client Services Support Document	5	\$3,103.00
6.6.1 Post Phase Review	6	\$17,733.00
6.6.2 Post Project Report	6	\$17,733.00

Milestone	1	2	3	4	5	6
Total	\$265,995	\$221,664	\$248,998	\$62,066	\$62,065	\$35,466

7. Third Party Products.

7.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

7.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

7.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

8. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

Odyssey and Tyler Jury Manager

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Attainment	Relief
100.00% - 98.00%	NA
97.99% - 95.00%	4%
94.99% and below	5%

* Notwithstanding language in the Agreement to the contrary, RPO is 24 hours and RTO is 4 hours.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Maintenance and Support Agreement
Incode

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period.
2. **Maintenance and Support Fees.** Your year 2 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

- 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. Client Responsibilities. When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.
- 4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to Exhibit C at Schedule 2.



Exhibit E Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the extent any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.



Exhibit F
Statements of Work

The Statements of Work for the Odyssey Software and Tyler Jury Manager Software are set forth below as Schedule 1 and Schedule 2, respectively.

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Caldwell County, TX

SOW from Tyler Technologies, Inc.

8/27/2021

Presented to:
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Caldwell County, TX

Contact:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

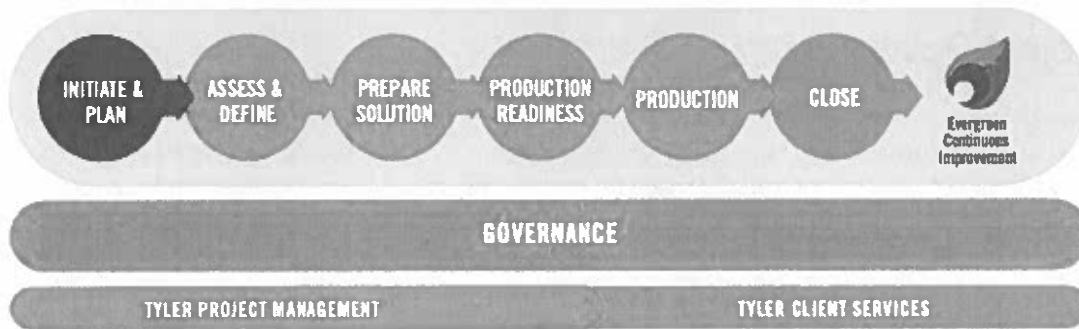
1.3 Methodology

This is accomplished by Client and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



Part 2: Project Foundation

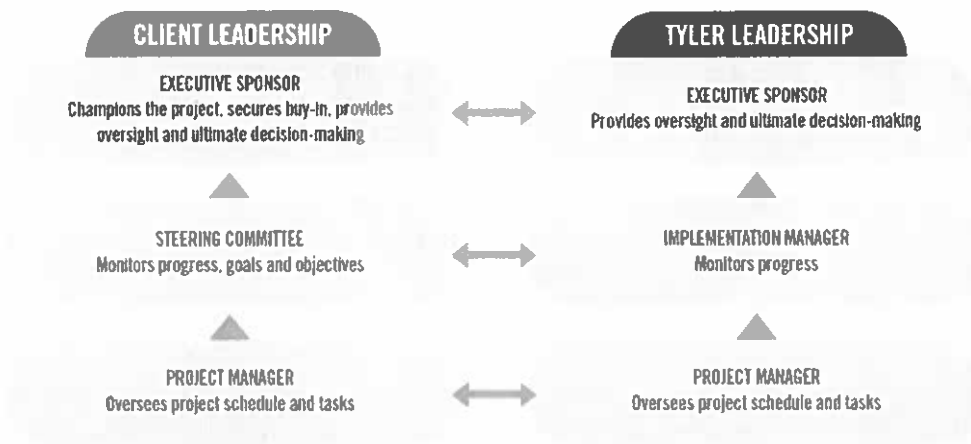
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Client collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Client Steering Committee become the escalation points to triage responses prior to escalation to Client and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Client and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

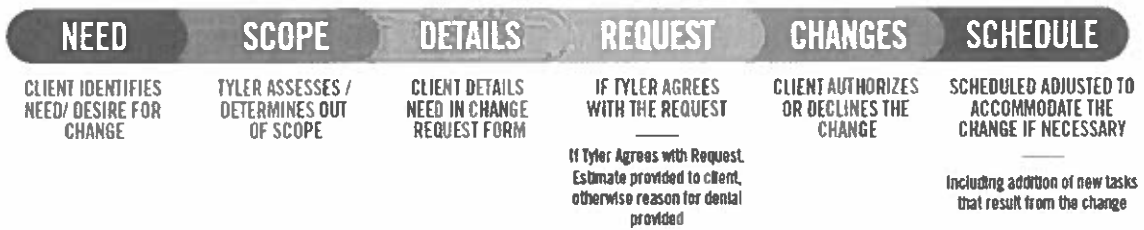
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to Client; for example, Client may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Client, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Client will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Client). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Client office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Client will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Client project manager will strive to gain deliverable and decision approvals from all authorized Client representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Client department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Client shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Client does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Client does not agree the particular Deliverable or Control Point meets requirements, the Client shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Client shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Client does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Client and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Client, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler



department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Client 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Client 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Client management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Client project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Client project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Client and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Client any items that may impact the outcomes of the Project.
- Collaborates with Client 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Client 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Client and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Client through software validation process following configuration.
- Assists during Go-Live process and provides support until Client transitions to Client Services.
- Facilitates training sessions and discussions with Client and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 Client Roles & Responsibilities

Client resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Client Executive Sponsor

The Client executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Client steering committee, project manager(s), and functional leads to make critical business decisions for Client.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Client Steering Committee

The Client steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Client project manager and Project as a whole through participation in regular internal meetings. The Client steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Client steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Client Policies
 - Needs of other client projects

5.2.3 Client Project Manager

Client shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Client Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Client project manager(s) do not have the knowledge or authority to make decisions, he or she engages



the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Client project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Client and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Client staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Client resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Client technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.



- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Client Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Client project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Client resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Client Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Client business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Client all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.



- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Client staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Client End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Client Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Client third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Client's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Client Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Client's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Client and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Client Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



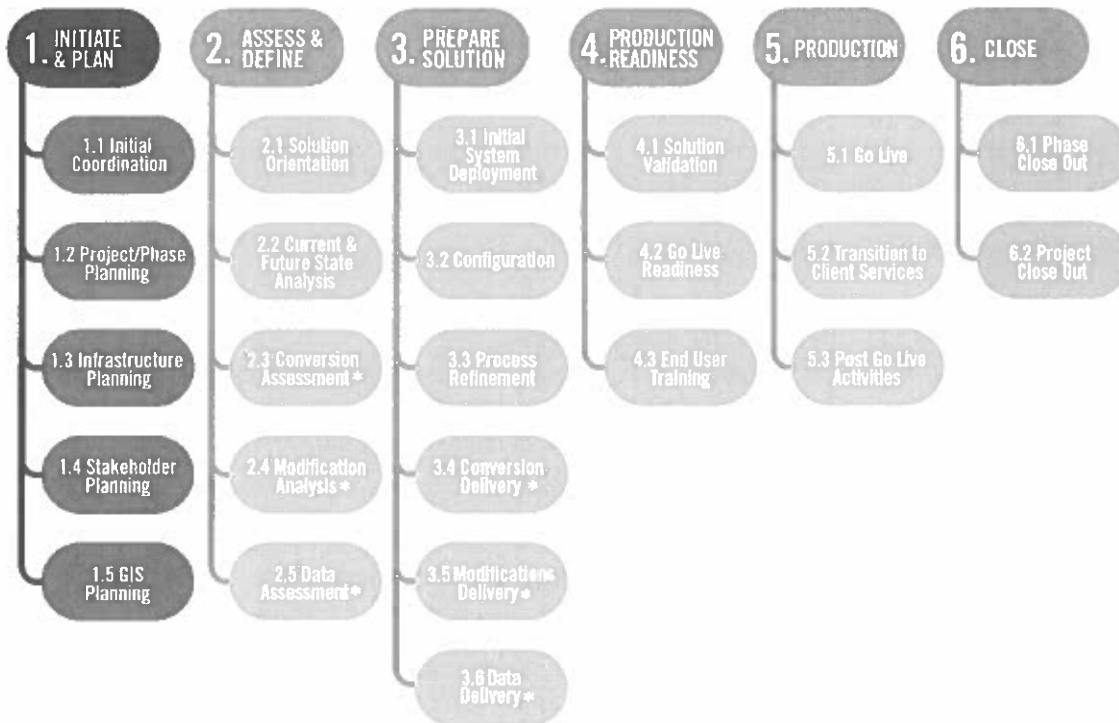
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Client.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Client with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Client gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Client’s team. During this step, Tyler will work with Client to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I	I	I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Client		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Client to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Client Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Client’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Client Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Client provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Client has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Client to install License Software. The Client is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Client’s infrastructure meets Tyler’s application requirements.
- Ensure Client’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler							Client										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	
Provide Infrastructure Requirements and Design Document		A	R		C		C				I							I
Initial Infrastructure Meeting		A	R		C		C				C							C



*Schedule SaaS Environment Availability		A	R				C			I						
*Schedule Hardware to be Available for Installation			I				I		A		R					C
Schedule Installation of All Licensed Software		A	R				C			I						I
Infrastructure Audit		A	R				C			I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Client Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Client team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



Inputs	Agreement	
	SOW	
	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Client
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Client business processes. This information will be used to identify and define business processes utilized with Tyler software. Client collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Client team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Client team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.



Objectives:

- Provide a basic understanding of system functionality.
- Prepare Client for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites										A	R			C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Client and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Client will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis
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RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Client									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Client attendees possess sufficient knowledge and authority to make future state decisions.
- Client is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria (only) for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Client representatives to identify business rules before writing the conversion.
- Client subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client’s business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) in order to meet certain client business needs, including interfaces with 3rd party products, custom reports or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it’s determined that additional, out of scope modifications are necessary to meet client needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.



Objectives:

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

STAGE 2	Modifications analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project [where applicable]		A	R			I			I		C						
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C			
Review/Approve Business Requirements documents			C	C		C			A		R	C		C			
Refine project schedule based on included modifications		A	R		I	C					C						

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Client's business needs
	Change Requests for out of scope modifications	Meets Client's business needs
	Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – Client is responsible for coordinating with the 3rd party.



6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Client is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Client is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Client users on how to execute processes in the system to prepare them for the validation of the software. Client collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Client understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Client configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Client)	

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the Client’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Client will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Client to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The Client will provide a single file layout per source system as identified in the investment summary.
- The Client subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Client project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested in order to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Client the delivered modifications.

STAGE 3	Modifications Delivery	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Client delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed modifications	Client approves modification per scope
	Updated Modification Specification (if applicable)	
	Updated Solution Validation Plan	
	Updated process documentation (if applicable)	
	Revised configuration (if applicable)	Modification passes testing/approved by Client after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.



- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Client verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Client organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Update Solution Validation plan			A	R	C					C	C		C			
	Update test scripts (as applicable)			C	C	C					A	R		C			
	Perform testing			C	C	C					A	R		C			
	Document issues from testing			C	C	C					A	R		C			
	Perform required follow-up on issues			A	R	C						C	C		C		

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Client updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Clienting includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Client will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Client will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I			
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Client

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Client users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.



Objectives:

- End users are trained on how to use the software prior to go-live.
- Client is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)				C	C						A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Client signoff that training was delivered

Work package assumptions:

- The Client project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Client as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Client departments.
- Client will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.



- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Client will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Client to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Client and Tyler will complete work assigned to prepare for Go-Live.

Client provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Client manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Client during Go-Live activities. Client transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Provide final source data extract, if applicable			C		C						A						R	
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C	
Proof final converted data, if applicable			C	C	C						A	R		C				
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C					C	C	I	C			I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria (only) for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Client will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Client Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Client Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Client teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Client onto the Tyler Client Services team, who provides Client with assistance following Go-Live, officially transitioning Client to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Client teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	I	I	A	I	I			R	I	I	C	C		C			
			A					R				C	C		C		

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
		A	R	C	C	C	C	I			C	C	I	C			C
		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Client transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Client for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Client teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Client may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Client teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Client and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Client will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Client Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Client project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Client is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Client to make process changes.
- Client is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Client is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- Client resources will participate in scheduled activities as assigned in the Project Schedule.
- The Client team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Client will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Client will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Client makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Client will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Client will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Client is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Client representatives to identify business rules before writing the conversion. Client must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Client Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Client will provide dedicated space for Tyler staff to work with Client resources for both on-site and remote sessions. If Phases overlap, Client will provide multiple training facilities to allow for independent sessions scheduling without conflict.



- Client will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Client Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Appendix

9.1 Intentionally Left Blank

10. Additional Appendices

10.1 Odyssey File & Serve Project Assumptions

10.1.1 Project Methodology & Services

10.1.1.1 Project Activities

Odyssey File & Serve (OFS) will be implemented in conjunction with the Odyssey Case Manager solution. Project activities such as Configuration, Solution Validation, and End User Training will occur in parallel with the CMS implementation.

OFS and the CMS solution will be integrated through a standard set of APIs. This integration will serve the benefit of the clerk community by greatly reducing the amount of manual data entry required to update the CMS.

Travel for OFS activities will be minimal, most (in some cases all) project activities can be completed via phone or video conference.

Tyler will work with the court on the configuration of OFS. The court will utilize a configuration workbook that Tyler will provide extensive training on to determine the code set in the solution. Once the court completes the configuration workbook, Tyler will load the configuration into OFS for testing.

10.1.1.2 Chase Merchant ID

Tyler has a partnership with Chase Paymentech services to provide PCI compliant credit card processing. To facilitate the processing of credit cards and the transfer of collected funds to the court bank accounts, Chase provides several "on-boarding" documents that must be properly completed to establish a Merchant Account ID with Chase (MID).

The initial setup of these accounts can take up to 45 Days from the date Chase receives the correctly completed documents from the court.

Tyler will host a training session with the Project team, this training will acclimate the Client on the MID acquisition process and the necessary steps required to acquire MIDs for the Court.

10.1.1.3 Environment Setup

Tyler will establish a Stage and Production OFS environment. Both environments will be hosted by Tyler in a secured data center.



10.1.1.4 Marketing

Tyler has extensive knowledge in marketing OFS for new implementations. Tyler's marketing team will work with the court staff to create a marketing strategy to encourage Filing Community members (Attorneys, Legal Professionals, and Self-Represented Litigants) to utilize OFS.

Marketing efforts include the design of posters, fliers, and websites.

Tyler will work with the court to determine the scope, responsibility, and timeline for marketing efforts.

10.1.2 End User Training

Tyler will perform End User Training to the Filing Community through web based live and recorded training sessions for OFS. These training sessions are scheduled well in advanced and are provided to the court to engage the Filing Community.

10.1.3 Post Go-Live Support

Tyler provides first-line support for members of the Filing Community for technical questions regarding OFS. Tyler will provide the court and Filing Community members access to support tools for questions around registration, filing, uploading documents, paying fees etc. Tyler can only provide support for technical questions; any business-related questions will be directed to the court.

10.1.4 OFS Out of Scope SOW Components

Technical infrastructure planning, training or audit is not available or provided. Hardware and software specifications will be provided.

Data and/or document conversion is not available or provided.

10.2 Intentionally left blank.

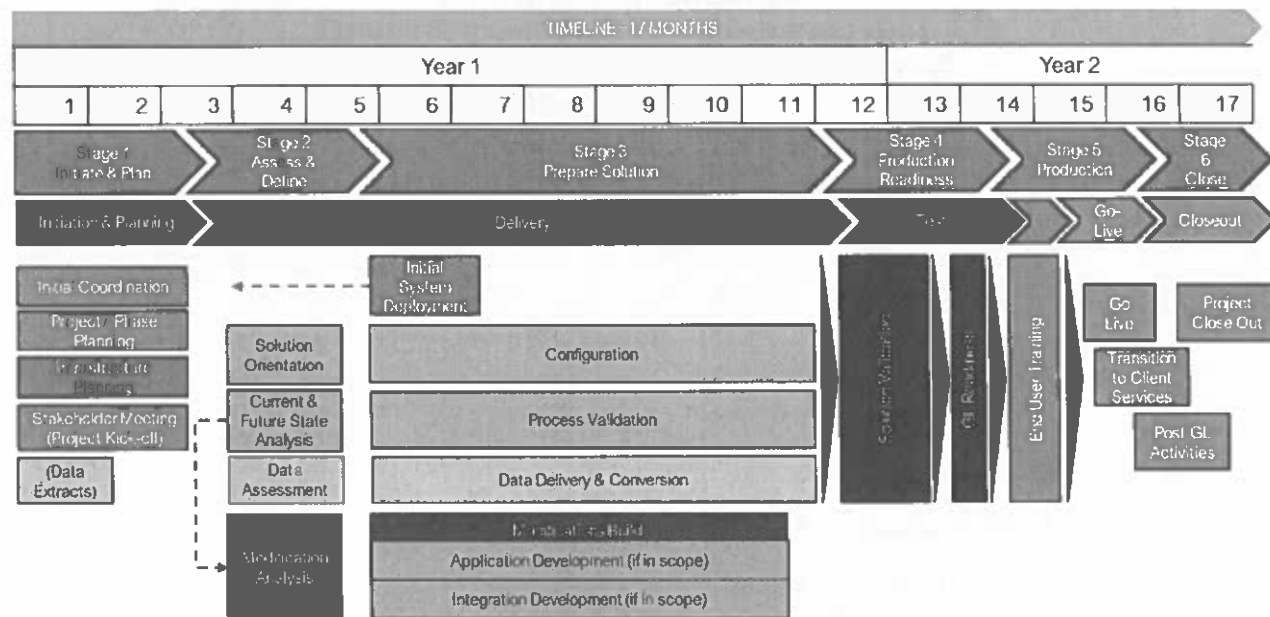
11. Project Timeline

11.1 Odyssey Case Manager & Judge Edition (District & County Clerks & Courts), Odyssey Attorney Manager Prosecutor (District Attorney), Odyssey File & Serve, Tyler Corrections (Jail) Project Timeline

The implementation of Odyssey Case Manager & Judge Edition (District & County Clerks & Courts), Odyssey Attorney Manager Prosecutor (District Attorney), Odyssey File & Serve, Tyler Corrections (Jail) is expected to be completed in 17 months. This is a Single phased implementation with 1 Go-Live events. A high-level timeline graphic has been provided. The project managers will establish a detailed project schedule during the Initiation & Planning Stage.



11.1.1 Timeline Graphic



**Statement of Work for
Implementation of Tyler Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Caldwell County, TX
August 31, 2021**

Tyler Technologies will implement Tyler Jury Manager in Caldwell County, TX under the following terms.

Project Terms

Tyler will...

1. Provide a subscription to use the following Products:
 - **Tyler Jury Manager**; web-based jury management system;
 - **Tyler Jury Response**; interactive web response system;
2. Provide the following Recurring Services:
 - **Tyler Jury Hosting**; hosting services for ALL products and services listed in this SOW;
 - **Tyler Jury Message**; text-messaging service (max 10,001/year);
 - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
 - **Tyler SummonsDirect**, data cleansing and summons production/mailing service.
 - The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of **8,500** documents per year, the "Annual Estimate".
 - If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.
 - In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.

-
- If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
 - The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.
3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:
- SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;
 - Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;
4. Provide the following Professional Services:
- Provide project management services to coordinate all aspects of the project;
 - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
 - After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
 - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
 - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are \$200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;

-
- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are \$200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
 - Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
 - Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;
 - Provide a 2-hour, online System Administrator training session;
 - Provide a 2-day User training session to the Customer's staff at Customer's premises;
 - Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
 - Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system;
 - Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;
 - Provide warranty service wherein we will remedy (at our expense) any deficiencies (break/fix issues) with the software identified for its lifetime; and,
5. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Tyler Jury Manager;
 - maintain a test and production environment of Tyler Jury Manager;
 - will configure the DNS for use of hosted Tyler Jury Manager;
 - install, configure, maintain, and support upgrade functions with Tyler Jury Manager;
 - install, configure, maintain, and support the database used by Tyler Jury Manager;
 - install 2 environments (Test/Training and Production) of Tyler Jury Manager;
 - perform automated Server Patching via Microsoft Automatic Update;

- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Tyler Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as “first-line” support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer’s IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer’s premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer’s sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
 - Google Maps API key; and,
- Provide required USPS postal permit for use of SummonsDirect.
 - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
 - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued, please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.

- You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;
- If the court exceeds the stated maximum number of text messages per year (via SMS), they will pay \$0.14/text and will be billed monthly;
- Maintain and be responsible for local SMTP server for Tyler Jury Manager and facilitate TJM accessing the SMTP server via the cloud;
- Provide and purchase any SSL certificates required for encryption in motion (if desired);

19. Discussion/Action to consider REQ01216 encumbering for \$1,319,740 for Tyler Technologies' implementation of Odyssey software. **Speaker: Judge Haden/ Barbara Gonzales/ Dennis Engelke; Backup: 3; Cost: \$1,319,740.00**

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: 10/11/2021

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to consider approving REQ01216 encumbering for \$1,319,740 for Tyler Technologies' implementation of Odyssey software.

1. **Costs:**

Actual Cost or Estimated Cost \$ 1,319,740.00

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)	Barbara Gonzales		
(3)	Dennis Engelke		

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

4. 
Signature of Court Member

10/7/2021
Date



REQUISITION

Requisition #: REQ01216

Date: 10/07/2021

Vendor #: TYLTEC

ISSUED TO: TYLER TECHNOLOGIES, INC.
P.O. BOX 203556
DALLAS, TX 75320-3556

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Tyler Technologies encumbrance		0.00 019-1000-4850	1,319,740.00
PO Description: Tyler Technologies				
Detailed Description:				

Authorized By: Danie Blake

SUBTOTAL:	1,319,740.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,319,740.00

EXHIBIT A: PART I
ODYSSEY AND TYLER JURY MANAGER
Investment Summary

Software Fees			
SaaS Fee Annual Amount			
Year 1			
\$192,565			
Software			
SaaS Software			Annual Cost
Odyssey Case Manager			\$71,760
Odyssey Attorney Manager			\$41,400
Judge Edition			Included
eSignature			Included
Record on Appeal			Included
eSolutions			Included
eFiling			Included
Traffic & Defendant Access Portal			Included
Tyler Jury Manager			\$23,512
Tyler Correction			\$48,300
Mugshots			\$3,690
Tyler Corrections Mobility with PDA (8 Devices)			\$15,168
NorthPointe Classification System			\$6,396
LiveScan			\$2,050
VINES			Included
		SaaS Fees	\$212,276
		Sourcewell Discount	(\$19,711)
		Net Annual SaaS Fees	\$192,565
Transaction-Based Services			Annual Fee
Tyler Jury Summons Direct (8,500 Summons @ \$.71/pc)			\$6,035
Tyler Jury Messages (10,001 @ \$.12ea/SMS)			\$1,200
Annual Source Update			\$3,000
		Transaction Fees	\$10,235
Implementation Services			
Professional Services			
Odyssey One-Time Services Cost	Hours	Rate	Total
Project Management	1360	\$185	\$251,600
Data Conversion	1400	\$175	\$245,000
Modifications (Interface, Integration, & Consulting)	48	\$200	\$9,600
Current & Future State Analysis	199.5	\$175	\$34,913
Setup, Configuration & Consulting	1081.38	\$175	\$189,242
Training	312	\$175	\$54,600
Go-Live Assistance	580	\$175	\$101,500
Follow-Up Training	56	\$175	\$9,800
		Odyssey Services	\$896,254
Jury One-Time Services Cost	Hours	Rate	Total
Project Management	96	\$185	\$17,760
Source List/Data Conversion	20	\$175	\$3,500
Deployment	28	\$175	\$4,900
Integration Development/Consulting	10	\$200	\$2,000
Customization	30	\$175	\$5,250
Setup, Configuration, & Consulting	20	\$175	\$3,500
Training/Go-Live	29	\$175	\$5,075
		Jury Services	\$41,985
Third Party Hardware, Software & Services (Corrections-Mobility)			Cost
Zebra EVM, HH, TC77, supports GSM + Verizon (TC77HL-5ME24BG-FT)			Included
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year			Included
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle			\$1,888
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD			\$76
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD			\$268
23844-00-00R / Zebra EVM, US AC Line Cord, grounded			\$40
		Total	\$2,272
Travel Expense			
Description			Cost
Estimated Travel Expenses			\$32,288
		Project Total	\$1,175,599
<ul style="list-style-type: none"> • Tyler has included Odyssey's Bronze SaaS Tier. • Document storage is limited to 10TB. Additional TB storage may be purchased at \$1,300 per TB. 			

20. Discussion/Action to consider the variance request to subdivide 9.740 acres in 2 tracts located on Spotted Horse Trail. **Speaker: Commissioner Roland/ Kasi Miles; Backup: 10; Cost: None**

Caldwell County Agenda Item Request Form

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AGENDA DATE: 10/11/21

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 a variance request to subdivide 9.740 acres in 2 tracts located on Spotted Horse Trail.

1. Costs:

Actual Cost or **Estimated Cost** \$ 0

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)	Tracy Bratton	Doucet & Associates	County Consulting Engineer
(2)	Timothy Harper, Jr.	Property Owner	
(3)			

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

4. Commissioner Roland

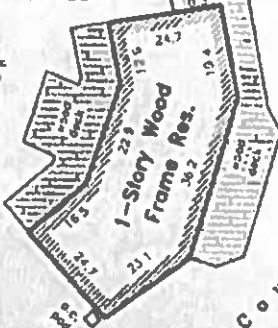
Signature of Court Member

10/4/2021

Date

Caldwell County, Texas Sampson Connell Survey A-63

Detail Scale
1"=30'

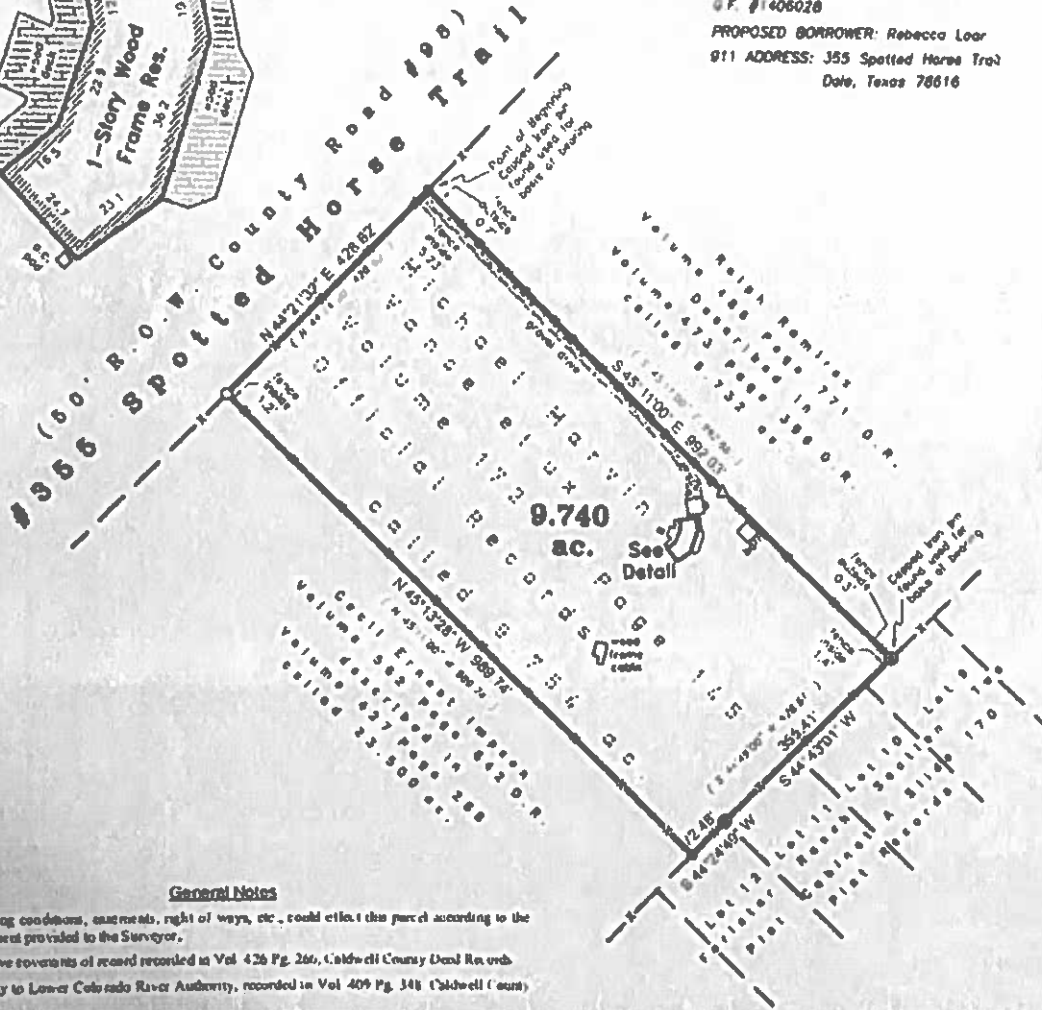


G.F. #1406028

PROPOSED BORROWER: Rebecca Loar
911 ADDRESS: 355 Spotted Horse Trail
Date, Texas 76616



Scale 1"=200'



General Notes

1) The following conditions, easements, right of ways, etc. could effect this parcel according to the Title Commitment provided to the Surveyor.

- a) The restrictive covenants of record recorded in Vol. 426 Pg. 266, Caldwell County Deed Records.
- b) Right of way to Lower Colorado River Authority, recorded in Vol. 409 Pg. 348 Caldwell County Deed Records.
- c) Road Easement to Frank Myers, recorded in Vol. 426 Pg. 246, Caldwell County Deed Records.
- d) Right of way to Polona Water Supply, recorded in Vol. 234 Pg. 534, Caldwell County Official Records.

2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY

3) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FEMA Flood Insurance Rate Map. The property shown lies in Flood Zone "X" according to FEMA Panel 44015CU1252 effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain WARNING This Flood Statement, as Determined by a HUD - FIA. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.

SURVEY PLAT

Showing a 9.740 acre tract of land out of the Sampson Connell Survey A-63 in Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify to REBECCA LOAR, that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on July 10, 2014, (2) I have shown or noted all recorded easements or right of ways listed in the title report provided by Flowers-McDowell Abstract Company, Lockhart, Texas. G.F. #1406028 effective date June 26, 2014, and shown all observable evidence of easements on the ground. There are no encroachments, protrusions, conflicts nor any shortages in area nor boundary other than shown hereon. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE** Only those parties containing the signed Surveyor's seal and an "LIVE" signature should be considered official and relied upon by the user.



LEGEND

- CAPPED 1/2" IRON PIN SET
- 1/2" IRON PIN FOUND
- CAPPED IRON PIN FOUND
- △ EL POLE
- ORIGINAL DECEDED CALLS
- X- FENCES MEASURER
- E- OVERHEAD ELECTRIC LINE
- GRAVEL
- WOOD
- UNLESS OTHERWISE NOTED

Field Book 4-6	Drawn by JHM 08
Job No. 20141801	Drawing 20141801.dwg
Date July 2014	Hard Date: Aug 07/2014
Surveyed by JHM JOB	AutoCAD Date: Aug 07/2014



HINKLE SURVEYORS

P.O. Box 1027 1100 S. Main Street Lockhart, TX 76044
Ph: (512) 398-2000 Fax: (512) 398-7003 Email: hinklesurveyors.com
TAX REGISTRATION NO. 100890-00

RE: 355 Spotted Horse Trail

Tracy Bratton <tbratton@doucetengineers.com>

Thu 9/30/2021 9:12 AM

To: Kasi Miles <Miles479@hotmail.com>

Cc: j.roland60@yahoo.com <j.roland60@yahoo.com>

§A.1.E states "More than one independent access to an arterial or collector road is required for any subdivision with more than 30 residential lots." The purpose of this rule is public safety originally pushed by fire marshals in the adoption of fire codes across the country. The standard of limiting the number of lots to 30 from a single point of access is now nationally accepted standard adopted in most jurisdictions across the country (with many adopting the newer fire code standard of max of 20 lots).

When we did the plat for Spotted Horse Acres I did not notice that it was at the end of a dead end with more than 30 existing homes. However, if I had noticed, the situation for Spotted Horse Acres is fundamentally different than the proposed division of 355 Spotted Horse Trail. Specifically, Spotted Horse Acres already had 3 existing homes on it and was being split in to 3 one-acre tracts (in other words, the subdivision made legal lots for each existing home but resulted in zero new residences). In the situation of Spotted Horse Acres, had I noticed the single access and number of homes, that subdivision would have been a candidate for a variance (since the division did not further exasperate the access issue that is the intent of §A.1.E).

The proposed division at 355 Spotted Horse Trail will result in more homes from the single point of access (which already exceeds the rule). Since I first became aware of this issue we have become diligent in checking for dead-end access issues and have told multiple people on Spotted Horse and other roads that they are not eligible for subdivision unless they can resolve the access issue. If the County grants a variance for 355 Spotted Horse, the County needs to be prepared for several other land owners on Spotted Horse (as well as other dead end streets throughout the County) to request the same variance.

Tracy A. Bratton, P.E.

Vice President, Land Development

O: 512.583.2650



DOUCET

www.doucetengineers.com

TBPLS Firm No. 10105800

TBPE Firm No. F-3937

Letter of Intent
In Support of Request for Variance

355 Spotted Horse Trail, Dale, Texas, 78616

This Letter of Intent is in support of our request for a variance to the front yard section, along County Road 98 – Spotted Horse Trail. The intention is to divide the existing property, 355 Spotted Horse Trail – Property# 10672, into 2 separate parcels roughly 4.9 acres in size, such that a new single family home may be built on the newly created parcel.

After discussing noted intent for the newly created parcel with Linda Hinkle, (Hinkle Survey Company), a pre-meeting was held with the county engineer, Tracey Branton, to discuss the proposal on 10/12/2020. Mr. Branton, immediately stated that the property could not be split, due to potential evacuation issues, considering Spotted Horse Trail terminates in a cul-de-sac, and if there ever is a natural disaster there could be potential evacuation issues. Linda, then stated this last year another larger parcel, in the cul-de-sac was split a multitude of times, see Appendix A. During this discussion with Linda, she stated the best approach for acceptance would be a request for variance from the County Commissioner. Kyle Vanderhoof, the primary land owner, scheduled a meeting to discuss this issue with Joe Roland on June 11th, during the discussion, all issues were discussed, including the concerns of Mr. Branton, and the conclusion was hopeful provided a Letter of Intent in support for a request of variance was provided.

What is perhaps most relevant here and what we would ask the board to consider, is (1) the splitting of 355 Spotted Horse Trail, would not change the overall footprint (see Appendix B), even with the variance, of the collective parcels of land (existing and newly proposed), (2) the existing property would still have adequate access and not create any “land-lock” situation, and the newly proposed property would have adequate road access also, (3) the proposed project would be an improvement to the “neighborhood” and result in an overall increase in property value and tax base created by improvement.

Thank you for your consideration.

Respectfully submitted,



Kyle R. Vanderhoof



Timothy J. Harper Jr

Dear Commissioner,

My name is Timothy Harper Jr., I am currently residing with my wife, Julia Boykin Harper, and our daughter, Haylie Harper, at 105 W. Olive St. Lockhart, TX, in Leonard and Minnie Petrosky's home. We have lived in the Lockhart area for a majority of our lives. We both graduated from Lockhart High School in the year of 2009, both in the top of our class. We are a quiet family, we tend to stay to ourselves, and stay on the right side of the law. Our little family is quickly outgrowing the home, as well as our wish for a larger garden, desire to keep bees, raise chickens, and be closer to Haylie's grandparents.

My family, has also lived and served Lockhart and the surrounding areas for well over 100 years. My great-grandfather, Leonard Petrosky, was a police officer in Lockhart, who later became the police chief until he retired. When Leonard's family arrived from Poland around the 1870s, through the port of Galveston, they eventually ended up settling down in Texas, and soon Minnie's family arrived from Germany. Minnie's family began settling down in the Mendoza area, consider the naming of roads in the area: "Homann Rd, Homannville Rd, Grandpa Rd, and Barth Rd," all named after the family. Minnie Homann eventually married Leonard Petrosky and they acquired a piece of land close to Minnie's family, now known as 12145 FM 1854. This land was used for hay, and cattle over the years.

Leonard and Minnie Petrosky had three children Carol-Diane, Wayne Lee, also known as "Bubba", and Diana. Leonard and Minnie raised them in their small humble house in Lockhart. Carol-Diane married Wayne Odell, and built a home on the Petrosky farm. Minnie and Leonard were getting older and found it harder to maintain the area, so they gifted 4 acres to Carol-Diane and Wayne Odell for their home site. During this time, they (Carol and Wayne Odell) raised Sheri Odell, my mother. Sometime later, Sheri married Tim Harper Sr., and moved into a small home on a portion of John Harper's property on CR98 (Spotted Horse Trail) where I was raised until I was about six. Wayne and Carol-Diane ended up setting aside 2 acres of their 4 acres for Sheri, on the Petrosky farm, so we then moved to the farm. Years later, Leonard passed leaving everything to Minnie. Prior to Minnie passing, she split the land officially with the children. Diana and her husband Troy, built a home on their share of the property, and moved Bubba in to help care for him. Wayne and Carol still live in their home with my mother and father next door. Rebecca and Alyssa (Diana and Troy's children) eventually placed home sites on the Petrosky farm, as well. Please see attached diagram, "*Petrosky Farm.*"

My wife, Julia, lived in Buda, TX until she was eight. Her father and mother, Bobby and Kathy Boykin, eventually bought the home at 925 Spotted Horse Trail, Dale, TX where they raised her and her sister. When Julia and I met and started dating, we quickly realized our childhood homes were about two miles apart. Please see attached diagram, "*925 Spotted Horse to Petrosky Farm.*" Julia lived at 925 Spotted Horse Trail until we were married. Shortly after we moved to Kyle, TX. Although we loved our first home together, we missed being close to all of our family, and didn't have a large enough lot to have a garden, bees, and chickens. When we lived in Kyle, Minnie passed away leaving her home vacant. Julia and myself discussed with Leonard and Minnie's children (Carol, Bubba, and Diana), asking if we could live at 105 W. Olive St. until we could buy a portion of land on Spotted Horse Trail from Kyle

Vanderhoof, the current owner of 355 Spotted Horse Trail, Dale, TX a very close/good friend to Julia and myself.

After the approval from the family, we sold our home in Kyle and began our plan to start buying the portion of property from Kyle Vanderhoof. As I am sure you are well aware, the property taxes have been climbing the last few years. Kyle is desperately wanting to sell this piece of land to us to downsize his 9.74 acres into a manageable size so he does not have to sell his home, as well as, help us move closer to family down the road (both on 1854 and Spotted Horse Tr.). Please see documentation on "**355 Spotted Horse Trail**".

Furthermore, this process to sub-divide started over a year ago. In which Linda Hinkle, from Hinkle Survey, stated that we need to have a pre-plat meeting with the county engineer and commissioner for the area. She did this on Kyle's and my behalf. This meeting was, at the time, a success and everyone agreed there were no issues sub-dividing the current plat. Then 2020 hit with all of it's setbacks and slowed our plan, and everything was placed on hold. When plans started to move forward again in 2021, the county engineer, stated he had concerns with sub-dividing the property at 355 Spotted Horse. He stated that we would need to request for a "variance" from the county commissioner in the precinct. The engineer mentioned that the county ordinance only allows a certain number of plats on a "dead-end" road. While writing the "Letter of Intent," we found out that a piece of property was allowed to be subdivided on Spotted Horse Trail, in the cul-de-sac, with no concerns (known as Spotted Acres), less than a year ago. Please see "**Letter of Intent**," as well as "**Spotted Acres**," documentation. The variance request was submitted. After a few weeks, I reached out and asked what came of the variance request. The request was not considered, and would be returned.

We have discussed the situation with a majority of the individuals that live on Spotted Horse Trail, and there was a large amount of support for us to petition, asking the county commissioners to allow the sub-division. Please see the attached copy of the "**Signatures for Appeal**." The petition is nothing close to a formal document, but it shows that the constituents welcome familiar faces to the area.

I come to you today humbly asking for your consideration to allow the sub-division of 355 Spotted Horse Trail. This sub-division would help Kyle Vanderhoof maintain his home and it would help my small family move closer to Haylie's grandparents on Spotted Horse Trail (925 Spotted Horse) as well as her grandparents and great-grandparents, at the Petrosky farm (12143 and 12145 FM 1854). We have grown up in this area and love it very much. This is our home, and we want it to be known. We do not wish to buy the plot, flip it, and sell it. We want to settle down and build our forever home with a healthy garden, chickens, and honey bees. We want our daughter to grow up enjoying a quiet spot in the country, same as her parents did when we were young, all while being close to family and friends.

Thank you for your time and consideration,

Timothy Harper Jr.

Caldwell CAD

Property Search > 10672 VANDERHOOF KYLE R & for Year 2022

Tax Year: 2022 - Values not available

Property

Account

Property ID:	10672	Legal Description:	A063 CONNELL, SAMPSON, ACRES 9.74, FORISTER SUB LOT 2-B
Geographic ID:	0100063-200-020-30	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	355 SPOTTED HORSE TRL DALE, TX 78616	Mapsc0:	03-305
Neighborhood:	RURAL NW LYTTON SPRGS- E OF HWY 183 AREA	Map ID:	03-305
Neighborhood CD:	4200		

Owner

Name:	VANDERHOOF KYLE R &	Owner ID:	221794
Mailing Address:	BOYKIN ASHLEY M 355 SPOTTED HORSE TRL DALE, TX 78616-2672	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: VANDERHOOF KYLE R &
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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Actualmente estoy tratando de comprarle una propiedad al dueño de 355 Spotted Horse Trail, pero el ingeniero del condado no quiere dar su aprobación, porque esta carretera tiene un callejón sin salida y la ordenanza del condado no permite planos adicionales.

Soy local en el área y he vivido de 1854 durante la mayor parte de mi vida, pero necesito su ayuda para comprar esta propiedad y permanecer en esta área.

Le estoy pidiendo que firme esta petición para poder pedir la aprobación de los comisionados del condado. ¿Estarías dispuesto a firmar esta petición?

I am currently trying to buy a piece of property from the owner of 355 Spotted Horse Trail, but the county engineer does not want to give his approval, because this road has a dead end, and the county ordinance does not allow for additional plats.

I am local to the area, and have lived off of 1854 for most of my life, but I need your help to buy this piece of property and stay in this area.

I am asking for you to sign this petition so that I may ask the county commissioners for approval instead. Would you be willing to sign this petition?

Plot Number/ Número gráfico	Address/Dirección	Name/Nombre	Signature/Firma	Date/ Fecha
37177	116 Spotted Horse			
37178	210 Spotted Horse	Jose Salazar		
37179	242 Spotted Horse	Shirley & David	David	
10694	428 Spotted Horse	Cesar La Gosh		2/20
48146	436 Spotted Horse	Orlando Martinez		
117074	490 Spotted Horse	Esoal Flores	Esoal Flores	9-18-21
10693	492 Spotted Horse	Jose Flores	Jose Flores	9/18/21
114092	530 Spotted Horse	Antonio Davila		
10692	594 Spotted Horse			
10691	N/A			
10690	N/A	Michael Howell		
91371	N/A	Michael Howell		
10689	828 Spotted Horse	Bonnie Hodgson	Bonnie Hodgson	9/20/21
32415	836 Spotted Horse	William J. Zaskron	William J. Zaskron	9/20/21
10687	200 Nubian Trail	Mooney		
10688	990 Spotted Horse	Adam Reeves	Adam Reeves	9-18-21
10683	1114 Spotted Horse			
10682	1152 Spotted Horse	Dale Fuller		
120128	1151 Spotted Horse			
120127	1115 Spotted Horse			
10679	1075 Spotted Horse			
10680	1045 Spotted Horse	Maglow	Betoya	9-18-21
10677	965 Spotted Horse	ARSL		
10675	935 Spotted Horse			

Plot Number/ Número gráfico	Address/Dirección	Name/Nombre	Signature/Firma	Date/Fecha
40411	925 Spotted Horse	Kathy D. Boykin	Kathy D. Boykin	9/18/21
10674	625 Spotted Horse			
10673	505 Spotted Horse	C. Thompson	C. Thompson	9/18/21
10672	355 Spotted Horse	G. L. [unclear]	G. L. [unclear]	9/18/21
10671	305 Spotted Horse	Ralph Ramin	Ralph Ramin	9-18-21
34031	295 Spotted Horse			
40412	145 Spotted Horse	Billie Houston	Billie Houston	

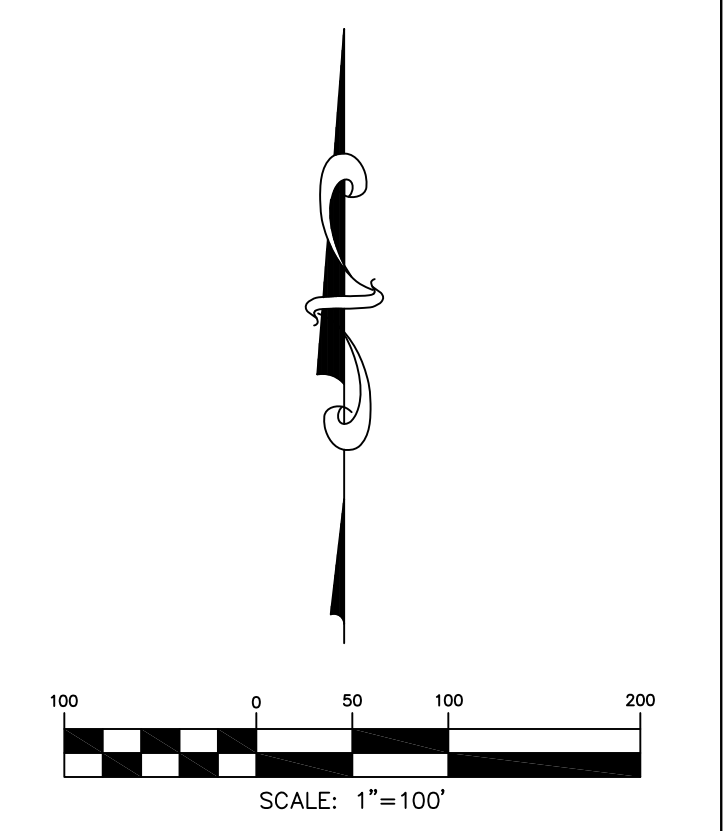
390 spotted horse Joe Sanchez Joe E. [unclear] 9/18/21

344 spotted horse Jesus Cano 9/18/21

21. Discussion/Action to consider a variance request to allow a second flag tract in a proposed 23.95-acre subdivision. **Speaker: Judge Haden/ Kasi Miles; Backup: 4; Cost: None**



- WATER SERVICE PROVIDED BY: AQUA WATER SUPPLY CORPORATION
 SEWER SERVICE PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
 ELECTRIC SERVICE PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE
- NOTES:
1. ALL DRIVEWAYS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE ROW. THE DEVELOPER AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF DRIVEWAYS IN ACCORDANCE WITH CALDWELL COUNTY SPECIFICATIONS, WHICH MAY INCLUDE CULVERT PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM CALDWELL COUNTY PRIOR TO THE CREATION OF A DRIVEWAY. ACCESS TO STATE HIGHWAYS IS REGULATED BY TxDOT AND THEREFORE MUST BE APPROVED AND CONSTRUCTED TO ITS STANDARDS.
 2. PROPERTY WITHIN THIS SUBJECT PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS, INCLUDING, BUT NOT LIMITED TO CALDWELL COUNTY 9-1-1 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, ON-SITE SEWAGE FACILITY.
 3. NO ON-SITE WATER WELL MAY BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE SEWAGE DISPOSAL AREA, NOR CAN ANY ON-SITE SEWAGE DISPOSAL AREA BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE WELL.
 4. EACH LOT SHALL HAVE A 50' WATER WELL SETBACK ADJACENT TO PROPERTY LINES. PROPERTY OWNERS AND/OR REGISTERED WATER WELL INSTALLERS ARE RESPONSIBLE TO DETERMINE APPROPRIATE LOCATIONS FOR SAME.
 5. INDIVIDUAL ON-SITE SEWAGE FACILITY DESIGNS MUST BE SUBMITTED FOR APPROVAL FOR EACH LOT AND BUILT TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND THE REQUIREMENTS OF THE CALDWELL COUNTY ORDER FOR ON SITE SEWAGE FACILITIES PRIOR TO OCCUPATION OF THE RESIDENCE.
 6. ANY OBSTRUCTION IN THE COUNTY AND/OR TxDOT ROW MUST BE REMOVED AT THE OWNERS EXPENSE.
 7. NO STRUCTURES MAY BE BUILT IN ANY EASEMENT, ANY EXISTING STRUCTURES LOCATED IN A PUBLIC UTILITIES EASEMENT MUST BE REMOVED AT UTILITY COMPANY DISCRETION.
 8. THIS PROJECT DOES NOT LIE WITHIN THE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION (ETJ) OF ANY MUNICIPALITY.
 9. FEDERAL EMERGENCY MANAGEMENT AGENCY: THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48055C0150E, EFFECTIVE DATE 06-19-2012, LOCATED IN ZONE "X" (UNSHADED) - AREAS OF MINIMAL FLOODING AND DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.



ST. JOHNS

22.139 ACRE TRACT

BENNIE L. & CLARA J. GREEN
 22.139 ACRE TRACT
 VOL. 381, PG. 80,
 DEED RECORDS OF
 CALDWELL COUNTY, TEXAS

The Altum Group
 PO Box 6493
 Round Rock, TX 78683
 1.760.346.4750 | 1.760.340.0089
 TheAltumGroup.com

ENGINEERING | PLANNING | SURVEY | ENVIRONMENTAL
 TEXAS FIRM NUMBER 10194593

NO.	DATE	REVISIONS	BY
1	9/24/21	CHANGED LINE COLOR FOR LOTTING	

DRAWN BY: AED SURVEYED BY: KT
 SCALE: 1" = 20' APPROVED BY: JEG
 PROJECT NO. C-1494 DATE: JULY 01, 2021



PO Box 6493
Round Rock, TX 78683
760.346.4750 Tel
760.340.0089 Fax
Texas Firm No. 10194593

July 29, 2021

Caldwell County Commissioners Court
Attn: Kasi Miles
1700 FM 2720
Lockhart, Texas 78644

RE: Variance Request – Property ID 11905

To whom it May Concern:

On behalf of our client, the current property owner, Cater Land Holdings, LLC, we would like to respectfully request a variance regarding the approval of a second flag lot for the subject property. We are proposing to subdivide this 23.95-acre lot into seventeen (17), one acre lots, with a 60' wide dedicated roadway to service the lots for access.

The primary reason for this variance request is that we have a lake in the community and would like to yield three (3) lake lots instead of two (2) lake lots. Per County Ordinance, we would be allowed one (1) flag lot and we are requesting two (2). Attached is an exhibit showing the lotting for the proposed subdivision as well as the two (2) proposed flag lots and lake area.

Upon approval, we will be submitting a preliminary plat package for review and approval. Please let us know if you have any questions or concerns. I can be reached on my cell number at 760-641-1551 or email Angela.Dorf@thealtumgroup.com.

Sincerely,

Director of Survey
The Altum Group

Attachments: Preliminary Plat Exhibit and Variance Fee



THE ALTUM GROUP
 72140 Magnesia Falls Drive, Suite 1
 Rancho Mirage, CA 92270
 (760) 346-4750

PACIFIC PREMIER BANK
 73745 El Paseo
 Palm Desert, CA 92260
 1-760-469-4718
 90-8578/3222

10505

The Altum Group

PAY **Two Hundred Seventy Five and no/100**

DATE 08/02/21 CHECK 10505 CHECK AMOUNT \$275.00

TO THE ORDER OF: **CALDWELL COUNTY
 1700 FM 2720
 LOCKHART TX 78644**

Michael A. Pen
 AUTHORIZED SIGNATURE

⑈010505⑈ ⑆32228578⑆ ⑆1617183923⑈

CALDWELL COUNTY SANITATION DEPT.
 405 E. MARKET ST.
 LOCKHART, TEXAS 78644
 (512) 398-1803

7986

DATE 8-20-21

PAID TO THE ORDER OF The Altum Group
Two hundred twenty-five dollars and no/100
 FOR Variance Request - Bonnie + Clara Green

\$ 275.00

AMOUNT OF ACCOUNT	
THIS PAYMENT	275.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles *Thank You*



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

September 29, 2021

Caldwell County Commissioners Court

RE: St. John's – Variance for additional flag lot

Dear Commissioners,

In our role as consulting engineer to Caldwell County for review of subdivision plats and construction plans, Doucet & Associates, Inc. has received a request for a variance from Carter Land Holdings, LLC, the owner of ~23.89-acres located on Hidden Oak Road (R#11905).

County subdivision requirements call for flag tracts inside a platted subdivision to not exceed 5% of the lots within a subdivision §A.6.D. In practice, the County has been permitting 1 flag tract per subdivision (even if the total number of lots is less than 20%).

Attached is the proposed land plan for the subdivision. The proposed subdivision includes 17 single family lots. The land includes an existing pond that the developer wishes to keep. To keep the pond, the developer has requested that the Commissioners Court consider a variance allowing a second flag lot in this subdivision (2 of 17 lots or ~12%).

This same section of the Caldwell County Development Ordinance also states: "Flag lots shall generally be used only where topography and / or drainage constraints require use of flag lots to develop property at similar intensity enjoyed by similarly situated property." The developer of this property could achieve the same number lots without a variance – by filing in the pond.

Section 3.12 of the Caldwell County Development Ordinance provides for the Court to consider variances.

3.12 VARIANCE PROCEDURES

- A) The Commissioners Court may grant a variance from these regulations if an applicant requests the variance in writing and finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property with similarly timed development. Where such conditions are found, the variance permitted shall be the minimum departure from the terms of this regulation necessary to avoid such deprivation of privileges and to facilitate a reasonable use.
- B) The Commissioners Court may not grant a variance if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development, or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- C) The Commissioners Court reserves the right to require that granting of a variance shall be contingent upon the recordation / codification of special conditions and requirements as identified and stipulated by the Court.
- D) No variance shall be granted regarding bonding.
- E) All variances must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.
- F) When variances are required to the standards or procedures of this ordinance, they shall be submitted and approved prior to submitting an application under this ordinance.

It is my opinion that the granting of this variance complies with the spirit and intent of Section 3.12 and the resulting division of property with this variance will be better for the County than strict enforcement of the regulations. Specifically, granting of the variance will preserve an aesthetic asset to the neighborhood and an environmental asset utilized by local wildlife. Granting of this variance does not result

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EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



Should the Court grant this variance, the applicant will then be permitted to submit a preliminary plat application. Said application must comply with all County rules and regulations except for those specifically modified via a variance.

Regards,

Tracy A. Bratton, P.E.

Doucet & Associates, Inc.

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

cc: Kasi Miles

Attachments: Exhibit

22. Discussion/Action consider the approval of an Order authorizing the filing of a Final Plat (Fort Form Procedure) for Dollhouse Ranch located on Black Ankle Road. **Speaker: Judge Haden/ Kasi Miles; Backup: 16; 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: 10/11/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

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 Dollhouse Ranch located on Black Ankle Road.

1. Costs:

Actual Cost or **Estimated Cost** \$ 0

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)	Tracy Bratton	Doucet & Associates	County Consulting Engineer
(3)			

3. Backup Materials: None To Be Distributed 16 total # of backup pages
(including this page)

4. Commissioner Westmoreland 10/5/2021
Signature of Court Member **Date**



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

October 4, 2021

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Dollhouse Ranch
Project No. 1911-194-01

Dear Ms. Miles,

Doucet & Associates has completed our review of the Dollhouse Ranch short form final plat application located on Black Ankle Road, a four lot subdivision of 10.16-acres +/- . The application and plat provided are complete and in general conformance with applicable Caldwell County ordinances. Attached is a copy of the final plat.

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

A handwritten signature in blue ink that reads 'Tracy A. Bratton, P.E.'.

Tracy A. Bratton, P.E.
Division Manager, Land Development

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

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

Dollhouse Ranch

A subdivision of a 10.160 acres out of the John H. Finch Survey A-108 and the William C. Steffey Survey A-274 in Caldwell County, Texas

STATE OF TEXAS
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED, BEING THE OWNERS OF THE TRACT OF LAND CALLED 10.160 ACRES OUT OF THE JOHN H. FINCH SURVEY A-108 AND THE WILLIAM C. STEFFEY SURVEY A-274 IN CALDWELL COUNTY, TEXAS RECORDED IN INSTRUMENT #2021-004639 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE AND THE MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS

DOLLHOUSE RANCH

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

DATE _____
DOLLHOUSE RANCH, LLC
JOSEPH A. BREWER, REPRESENTATIVE
668 BLACK ANKLE ROAD
LOCKHART, TEXAS 78644

DATE _____
DOLLHOUSE RANCH, LLC
SHELLEY B. BREWER, REPRESENTATIVE
668 BLACK ANKLE ROAD
LOCKHART, TEXAS 78644

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by JOSEPH A. BREWER.

Notary Public in and for the State of Texas

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by SHELLEY B. BREWER.

Notary Public in and for the State of _____

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and that all necessary monuments are correctly shown and complies with all survey requirements of the Caldwell County Subdivision Ordinance and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the _____ day of _____, 20____.

NOT FOR PUBLIC RELEASE

Jerry L. Hinkle
Registered Professional
Land Surveyor #5459

STATE OF TEXAS
COUNTY OF CALDWELL

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 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 on the _____ day of _____, 20____, in the Plat Records of Caldwell County, Texas in Plat Cabinet _____ at Slide _____.

Teresa Rodriguez
Caldwell County Clerk

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the John H. Finch Survey A-108 and the William C. Steffey Survey A-274 and being also all of a tract of land called 10.160 acres and conveyed to Dollhouse Ranch, LLC by deed recorded in Instrument #2021-004639 of the Official Public Records of Caldwell County, Texas and being also a part of a tract of two tracts of land designated as Tract I called 81.66 acres and Tract II called 27.9 acres and conveyed to Brewer Revocable Trust by deed recorded in Instrument #2020-000627 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 6" treated fence corner post found used for basis of bearing in the most Westerly South corner of the said 10.160 acre tract and in the SW line of the above mentioned Tract II and the apparent West corner of a tract of land called 1.000 acres and conveyed to Jon C. Pylgrim et ux by deed recorded in Instrument #2019-000450 of the said Official Public Records and in the NE Line of Lot 23 of The Meadows Subdivision as recorded in Plat Cabinet C Slide 121 of the Plat Records of Caldwell County, Texas for the most Westerly South corner this tract.

THENCE N 30°35'19" W with the SW line of the said 10.160 acre tract and partially along the SW line of the said Tract II and the SW line of the above mentioned Tract I and the apparent NE line of the said Meadows Subdivision 690.08 feet to a capped iron pin found stamped "HINKLE SURVEYORS" in the West corner of the said 10.160 acre tract and the apparent North corner of Lot 15 and the East corner of Lot 11 of the said Meadows Subdivision for the West corner this tract and from which point a 2 1/2" iron pipe found used for basis of bearing bears N 30 degrees 35 minutes 19 seconds W 1107.09 feet.

THENCE with the NE and SE lines of the said 10.160 acre tract and over and across the said Tract I and over and across the said Tract II for the following four (4) courses:

(1) N 62°01'48" E 240.63 feet to a capped iron pin found stamped "HINKLE SURVEYORS" for the most Westerly North corner this tract. (2) S 27°18'34" E 645.21 feet to a capped iron pin found stamped "HINKLE SURVEYORS" for an ell corner this tract. (3) N 50°00'10" E 746.73 feet to a capped iron pin found stamped "HINKLE SURVEYORS" for the most Easterly North corner this tract. (4) S 27°18'34" E 362.35 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the SE line of the said 10.160 acre tract and in the newly dedicated NW line of Black Ankle Road (County Road #109) for the East corner this tract and from said capped 1/2" iron pin set stamped "HINKLE SURVEYORS" a capped iron pin found stamped "HINKLE SURVEYORS" marking the East corner of the said 10.160 acre tract bears S 27°18'34" E 5.13 feet.

THENCE S 50°00'10" W over and across a SE line of the said 10.160 acre tract and the SE line of the said Tract II and the NW line of the newly dedicated right of way of Black Ankle Road 808.44 feet to a capped 1/2" iron pin set in a SW line of the said 10.160 acre tract and the apparent NE line of the above mentioned 1.000 acre tract for the most Easterly South corner this tract and from said capped 1/2" iron pin set stamped "HINKLE SURVEYORS" a 1/2" iron pin found marking the most Easterly South corner of the said 10.160 acre tract bears S 31°39'30" E 5.05 feet.

THENCE N 31°39'30" W with a SW line of the said 10.160 acre tract and the apparent NE line of the said 1.000 acre tract 356.76 feet to a 1/2" iron pin found in an ell corner of the said 10.160 acre tract and the apparent North corner of the said 1.000 acre tract for an ell corner this tract.

THENCE S 49°40'13" W with the NW line of the said 1.000 acre tract 116.89 feet to the place of beginning containing 10.067 acres of land more or less.

SURVEYORS NOTES:

- The Lots shown lie in flood zone areas approximate as shown and create no liability on the part of the surveyor and are based on from a flood insurance rate map according to FEMA Panel #4805C0250E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.
- According to Section 3.6.1 (3) any lot shown containing or within three hundred (300') feet of a floodplain shall have the finished floor of any habitable structure on said lot shall be built at least 2 feet above the 100 year flood level as determined by a Professional Engineer or RPLS 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.
- Within the shaded areas shown as FEMA floodplain hereon or as amended by issuance of new FEMA Flood Insurance Rate Maps no new structures will be constructed and any new fencing installed shall be of split rail or wire design that permits free flow of water within the floodplain.
- Prior to installation of any new residential structures on these lots the owner shall engage a RPLS or Professional Engineer to 1) accurately determine the location of FEMA floodplain on the property and 2) determine the base flood elevation. All new residential construction shall comply with Caldwell County regulations for construction within or near floodplains.
- This Subdivision is located within the boundaries of the Lockhart Independent School District.
- This Subdivision is located within Caldwell County Precinct #1.
- This Subdivision is serviced by Maxwell Volunteer Fire Department.
- 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.
- 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.
- Utilities Provided by:
ELECTRICITY: Bluebonnet Electric Cooperative, Inc.
WATER: Maxwell Water Supply Corp.
- According to Section 3.7 (A)(4)(a) of the Caldwell County Development Ordinance Plats of 4 lots or less that are a minimum of one-acre in size are restricted to one single family residence. Such lots shall be restricted from installation of greater than 20% impervious cover and from further subdivision platting.

12) RECORD OWNERS OF LAND: Joseph A. Brewer and Shelley B. Brewer

DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644

(512) 398-2000

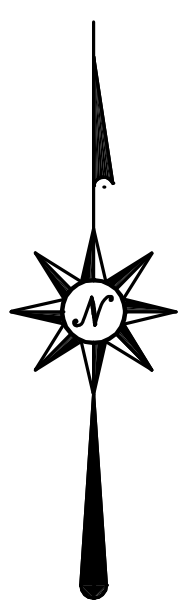
DATE OF PREPARATION: September 2021

SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644

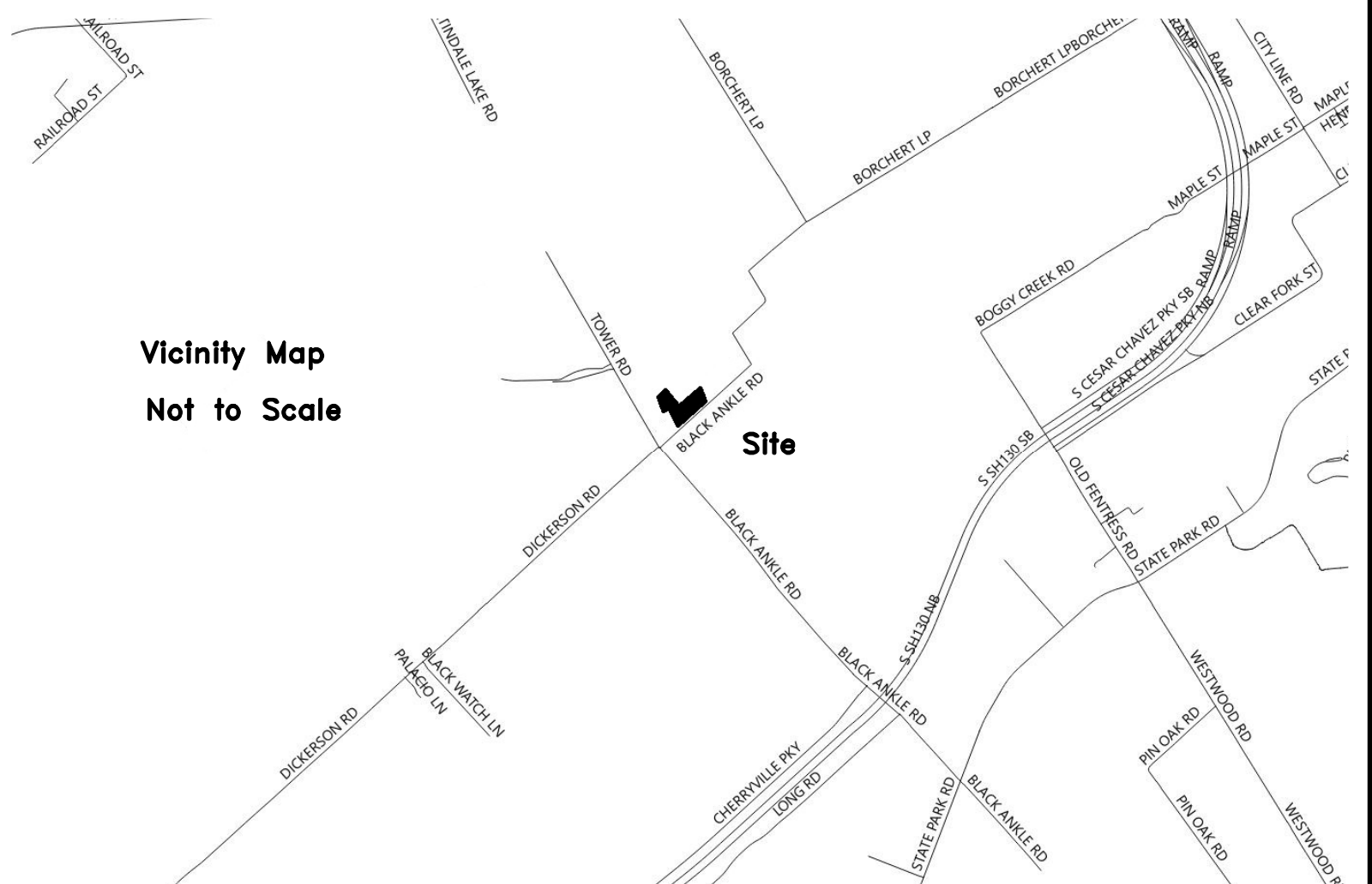
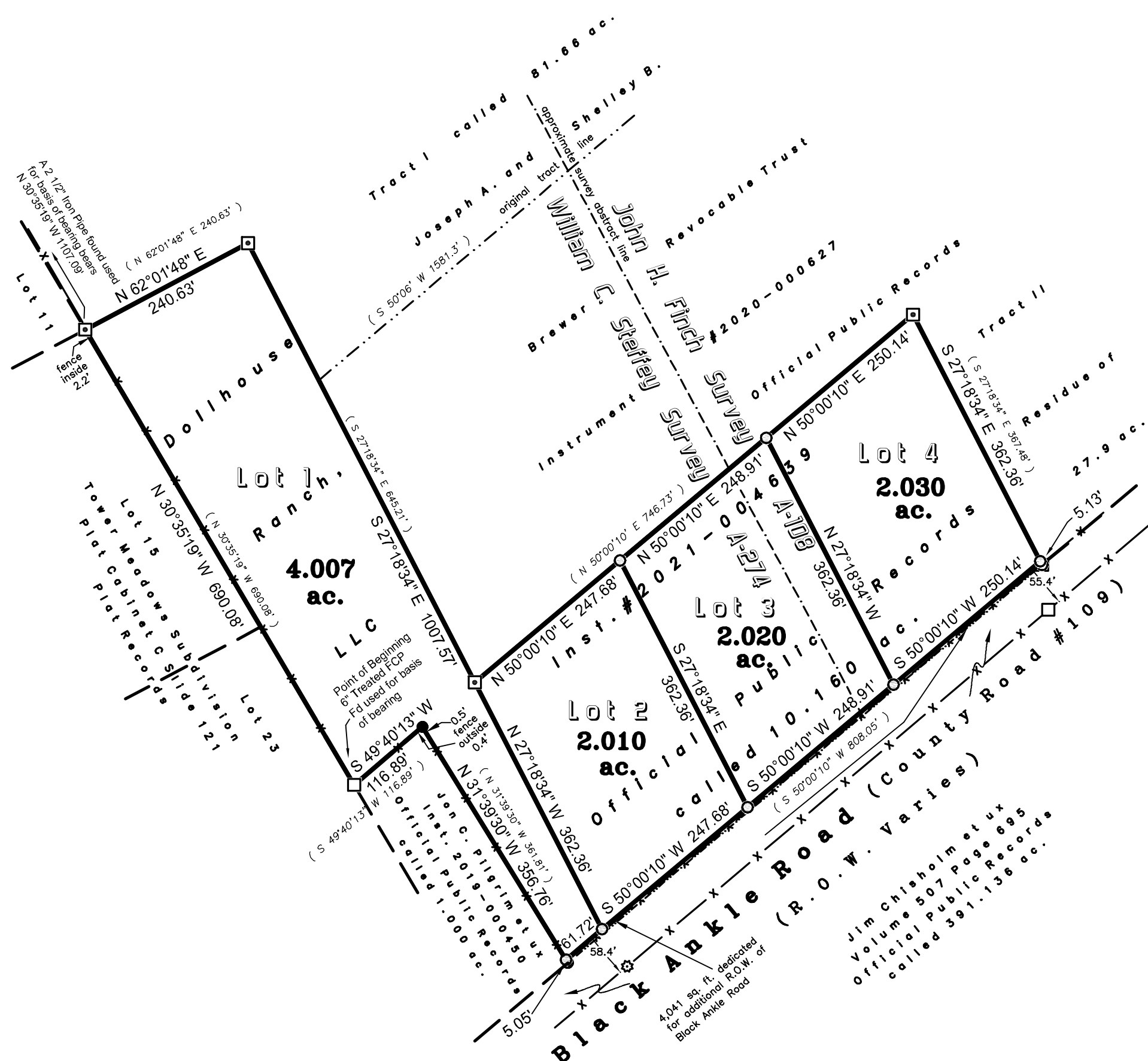
(512) 398-2000

14) Lot Closures-- Lot 1: 1 in 215855'; Lot 2: Perfect; Lot 3: Perfect; Lot 4: Perfect

15) Boundary Closure: 1 in 474399'



Scale 1"=150'



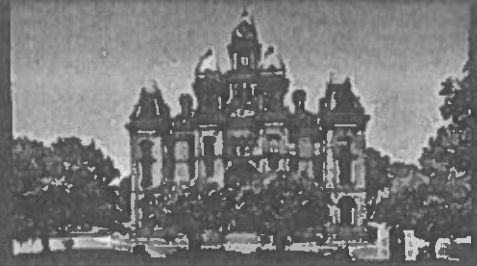
- LEGEND**
- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
 - 1/2" IRON PIN FOUND
 - 6" TREATED FENCE POST FOUND
 - RAILROAD TIE FENCE POST FOUND
 - CAPPED IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
 - (---) ORIGINAL SKEEDED CALLS
 - X- FENCES MEMBER UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLH LH
Job No. 20211252-sub	Drawing: 20211252-sub.dwg
Date: September 2021	Word Disk: Begin 09012021
Surveyed By: JLH JDB	Autocad Disk: Begin 09012021



P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00

Caldwell County Development Application



Date Submitted

9-27-2021

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)

Joe Brewer & Shelly Brewer
668 Black Ankel Road
Lockhart TX 78644-4814

512-729-0036

Omabrew44@gmail

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

same as above

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

4. Consultants (*If applicable)

n/a

Licensed Professional Engineer*:

none

Registered Professional Land Surveyor*:

Jerry L Hinkle
1109 S Main Street
Lockhart TX 78644
512-398-2000
contact@hinklesurveyors.com

Registered Sanitarian*:

none

Geoscientists*:

none

Application Questionnaire

Property Address (or approximate location)

Black Ankle Road

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

John H Finch Survey A-108 & William Steffey Survey A-274 10.160 acre tract Inst. 2021-004639

Parcel Tax ID Number

14952

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: Dolan Maxwell Water

Anticipated wastewater system in the development

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

Project Description

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Doll house Ranch

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

Total Acreage of Subject Property

10.067

Total Proposed Residential Lots

(4)

Total Proposed Commercial Lots

none

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: _____ Phone Number: _____

Applicant Name: _____ Phone Number: _____

Owner Email: _____

Owner Signature: _____

MAXWELL



Special Utility District

216 Main Street • P.O. Box 158
Maxwell, Texas 78658
Tel. (512) 357-8253 • Fax (512) 357-0152

RE; Brewer 4 Tract Subdivision

Black Ankle Road

"Will Serve Letter"

9-07-2021

To whom it may concern,

After review of the proposed four new tracts located on Black Ankle Rd, Maxwell determines that adequate supply and capacity exists in the water main located on the properties. The property owners have followed the Districts Rules and Regulation regarding the four new tracts. This letter serves Maxwell's approval of the subdivision.

A large, stylized handwritten signature in black ink, appearing to read 'Justin Ivicic'. The signature is written over a horizontal line.

Justin Ivicic

General Manager



September 16, 2021

Joseph & Shelly Brewer

Service of Availability

Re: 668 Black Ankel Rd, Lockhart Tx 78644

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

If you have any questions regarding this request, please contact a new service coordinator at 800-842-7708, option 3 or email newservice@bluebonnet.coop

Sincerely,

Barbara Seilheimer

Manager, Member Services

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: 6/21 2021

Grantor: JOSEPH A. BREWER and SHELLEY B. BREWER trustees of the JOSEPH A. AND SHELLEY B. BREWER REVOCABLE LIVING TRUST under an instrument dated March 23, 1999.

Grantor's Mailing Address:

JOSEPH A. BREWER and SHELLEY B. BREWER
668 Black Ankle Rd.
Lockhart, Texas 78644
Caldwell County

Grantee: DOLLHOUSE RANCH, LLC, a Texas limited liability company

Grantee's Mailing Address:

DOLLHOUSE RANCH, LLC
668 Black Ankle Rd.
Lockhart, Texas 78644
Caldwell County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of a certain 10.160 acre tract or parcel of land situated in Caldwell County, Texas and being a part of the John H. Finch Survey A-108 and the William C. Stoffey Survey A-274 and being also a part of a tract of two tracts of land designated as Tract I called 81.66 acres and Tract II called 27.9 acres and conveyed to Brewer Revocable Trust by deed recorded in Instrument #2020-000627 of the Official Public Records of Caldwell County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof. Additionally, the Caldwell County, Texas John H. Finch Survey A-108 William C. Stoffey Survey A-274 plat map is described in Exhibit "B" attached hereto and made a part hereof.

Reservations from Conveyance:

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 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Exceptions to Conveyance and Warranty:

None

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.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Joseph A. Brewer
Joseph A. Brewer, trustee of the JOSEPH A. AND SHELLEY B. BREWER REVOCABLE LIVING TRUST under an instrument dated March 23, 1999

Shelley B. Brewer
SHELLEY B. BREWER, trustee of the JOSEPH A. AND SHELLEY B. BREWER REVOCABLE LIVING TRUST under an instrument dated March 23, 1999

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on June 21, 2021, by JOSEPH A. BREWER as trustee of the JOSEPH A. AND SHELLEY B. BREWER REVOCABLE LIVING TRUST.



M Elizabeth Raxter
Notary Public, State of Texas
My commission expires: 6/29/2023

STATE OF TEXAS)

COUNTY OF CALDWELL)

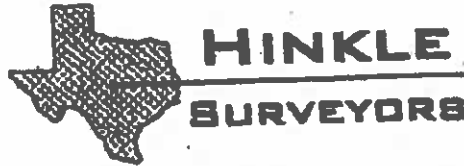
This instrument was acknowledged before me on June 21, 2021, by SHELLEY B. BREWER as trustee of the JOSEPH A. AND SHELLEY B. BREWER REVOCABLE LIVING TRUST.



M Elizabeth Raxter
Notary Public, State of Texas
My commission expires: 6/29/2023

AFTER RECORDING RETURN TO:

LAW OFFICE OF M ELIZABETH RAXTER
P.O. Box 281
Lockhart, Texas 78644
Tel: (512) 398-6996
Fax: (512) 668-4501



All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the John H. Finch Survey A-108 and the William C. Steffey Survey A-274 and being also a part of a tract of two tracts of land designated as Tract I called 81.66 acres and Tract II called 27.9 acres and conveyed to Brewer Revocable Trust by deed recorded in Instrument #2020-000627 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 6" treated fence corner post found used for basis of bearing in the SW line of the above mentioned Tract II and the apparent West corner of a tract of land called 1.000 acres and conveyed to Jon C. Pilgrim et ux by deed recorded in Instrument #2019-000450 of the said Official Public Records and in the NE Line of Lot 23 of The Meadows Subdivision as recorded in Plat Cabinet C Slide 121 of the Plat Records of Caldwell County, Texas for the most Westerly South corner this tract.

THENCE N 30°35'19" W with the SW line of the said Tract II and the SW line of the above mentioned Tract I and the NE line of the said Meadows Subdivision 690.08 feet to a capped iron pin found stamped "HINKLE SURVEYORS" in the North corner of Lot 15 and the East corner of Lot 11 of the said Meadows Subdivision for the West corner this tract and from which point a 2 1/2" iron pipe found used for basis of bearing bears N 30 degrees 35 minutes 19 seconds W 1107.09 feet.

THENCE over and across the said Tract I and over and across the said Tract II for the following four (4) courses:

(1) N 62°01'48" E 240.63 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for the most Westerly North corner this tract. (2) S 27°18'34" E 645.21 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for an ell corner this tract. (3) N 50°00'10" E 746.73 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for the most Easterly North corner this tract. (4) S 27°18'34" E 367.48 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the SE line of the said Tract II and the NW line of Black Ankle Road (County Road #109) for the East corner this tract.

THENCE S 50°00'10" W with the SE line of the said Tract II and the NW line of Black Ankle Road 808.05 feet to a 1/2" iron pin found in the East corner of the above mentioned 1.000 acre tract for the most Easterly South corner this tract.

THENCE N 31°39'30" W reentering the said Tract II and with the NE line of the said 1.000 acre tract 361.81 feet to a 1/2" iron pin found in the North corner of the said 1.000 acre tract for an ell corner this tract.

THENCE S 49°40'13" W with the NW line of the said 1.000 acre tract 116.89 feet to the place of beginning containing 10.160 acres of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on May 6, 2021. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors, Inc. 2021. License No. 100066-00
 P.O. BOX 1027 LOCKHART, TEXAS 77854 PHONE (812) 398-2000 EMAIL
 CONTACT@HINKLESURVEYORS.COM

Exhibit "A"

Issued By:
 Caldwell County Appraisal District
 211 Bufkin Ln.
 P.O. Box 900
 Lockhart, TX 78644

Property Information

Property ID: 14952 Geo ID: 0200108-101-000-00
 Legal Acres: 108.5600
 Legal Desc: A108 FINCH, JOHN H., ACRES 108.56, A274 STEFFEY
 Situs: 668 BLACK ANKLE RD LOCKHART, TX 78644
 DBA:
 Exemptions: DV4, HS, OV65

Owner ID: 228422 100.00%
 BREWER JOSEPH A & SHELLEY REVOCABLE TR
 BREWER JOSEPH A & SHELLEY
 668 BLACK ANKLE RD
 LOCKHART, TX 78644-4814

For Entities

Caldwell County
 Caldwell County ESD #2
 Farm to Market Road
 Lockhart ISD
 Plum Creek Conservation District
 Plum Creek Underground Water

Value Information

Improvement HS: 188,650
 Improvement NHS: 22,480
 Land HS: 16,770
 Land NHS: 0
 Productivity Market: 594,900
 Productivity Use: 9,270
 Assessed Value: 237,170

Property is receiving Ag Use

Current/Delinquent Taxes

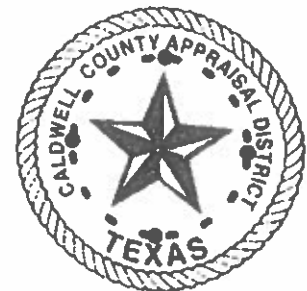
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 10/05/2021

Total Due if paid by: 10/31/2021

0.00



Tax Certificate Issued for:	Taxes Paid In 2020	POSSIBLE ROLLBACK
Lockhart ISD	1,276.03	
Plum Creek Underground Water	48.64	
Plum Creek Conservation District	46.91	
Farm to Market Road	0.21	
Caldwell County	854.76	
Caldwell County ESD #2	225.17	

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: 10/05/2021
 Requested By: HINKLE SURVEYING
 Fee Amount: 10.00
 Reference #:

Brittany Medina
 Signature of Authorized Officer of Collecting Office

Account

Property ID: 14952

Legal Description: A108 FINCH, JOHN H., ACRES 108.56, A274 STEFFEY

Geographic ID: 0200108-101-000-00

Zoning:

Type: Real

Agent Code:

Property Use Code:

Property Use Description:

Location

Address: 668 BLACK ANKLE RD
LOCKHART, TX 78644

Mapsc0: 03-398

Neighborhood: RURAL SE RIVER RD-DICKERSON RD-BORCHERT LP AREA

Map ID: 03-398

Neighborhood CD: 4130

Owner

Name: BREWER JOSEPH A & SHELLEY REVOCABLE TRUST

Owner ID: 228422

Mailing Address: BREWER JOSEPH A & SHELLEY

% Ownership: 100.0000000000%

668 BLACK ANKLE RD
LOCKHART, TX 78644-4814

Exemptions: DV4, HS, OTHER

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

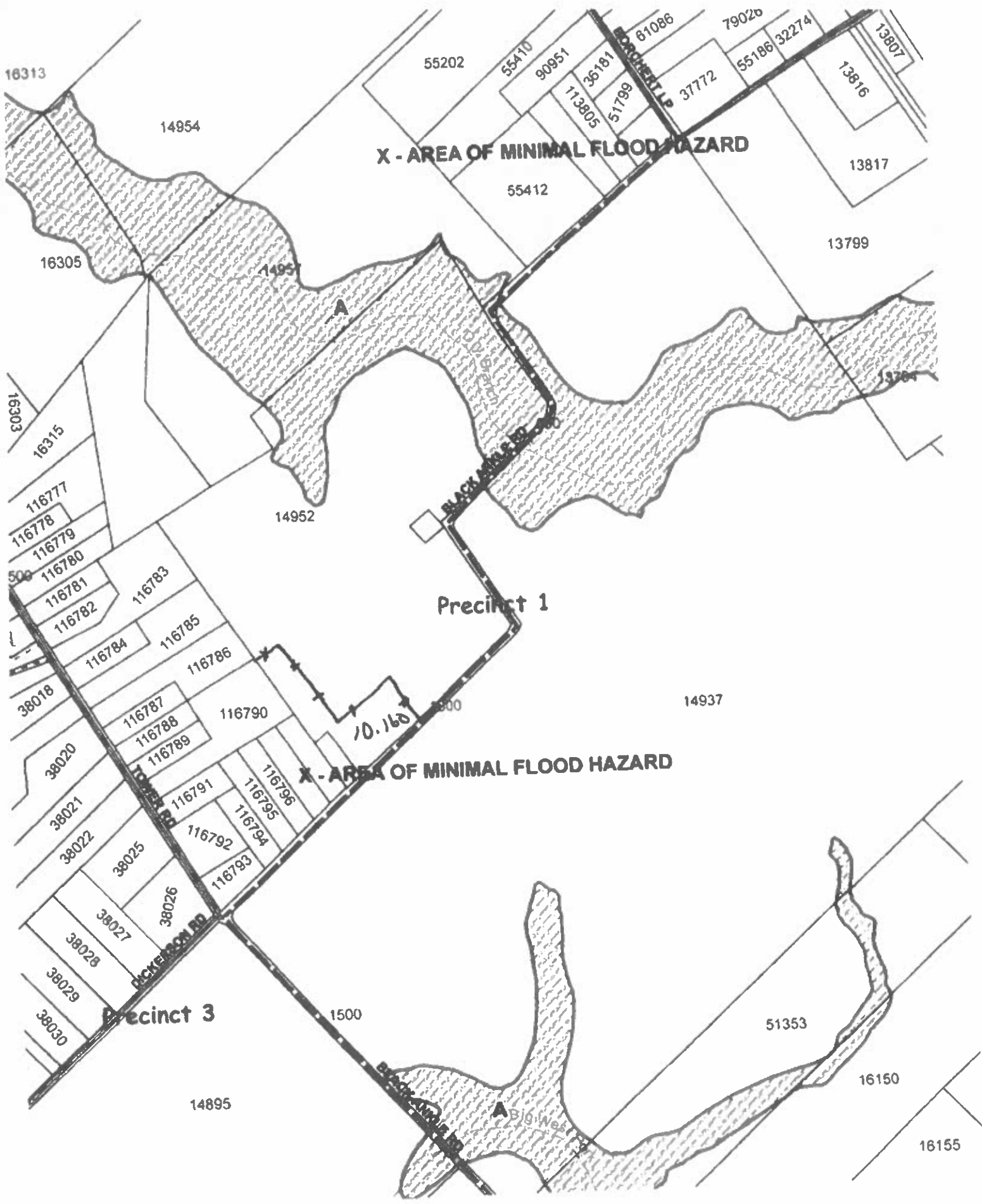
(=) Assessed Value:	=	N/A	

Owner: BREWER JOSEPH A & SHELLEY REVOCABLE TRUST

% Ownership: 100.0000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	N/A	N/A	N/A	N/A
CESD2	Caldwell County ESD #2	N/A	N/A	N/A	N/A
FTM	Farm to Market Road	N/A	N/A	N/A	N/A



23. EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Exodus. 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 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: 10.11.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Pursuant to section 551.087 to the Texas Government Code; discussion of deliberation regarding economic development negotiations associated with Project Exodus. Possible action may follow in open court

1. Costs:

Actual Cost or **Estimated Cost** \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	JJ Wells		
(3)			

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

4. 
Signature of Court Member

10/5/2021
Date

24. 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.