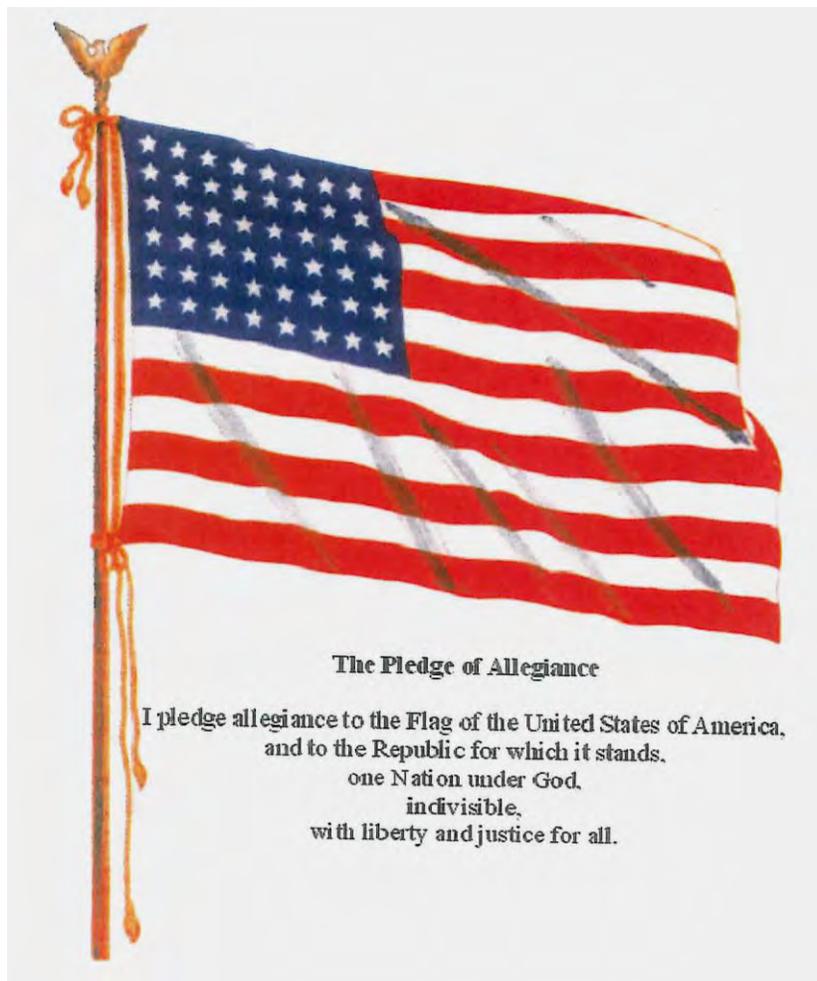


# **COMMISSIONER'S COURT AGENDA**

**February 18, 2022**

# 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: \$612,963.22**

**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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 2.18.2022

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:  
\$612,963.22

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    27 total # of backup pages  
(including this page)

4.   
Signature of Court Member

2-14-2022  
Date



Caldwell County, TX

# Expense Approval Register

## 'KT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
TEXAS AGRICULTURAL FINAN...	20722	REPORTING PERIOD: JANUARY..	DUE TO STATE - FARMERS FEES	001-2865	245.00
CENTRAL TEXAS ALTERNATIVE...	12022	PERIOD: JANUARY 2022	DUE TO ADR-Alternative Dispu...	001-2308	390.00
CENTRAL TEXAS ALTERNATIVE...	12022	PERIOD: JANUARY 2022	DUE TO ADR-Alternative Dispu...	001-2308	135.00
CENTRAL TEXAS ALTERNATIVE...	12022	PERIOD: JANUARY 2022	DUE TO ADR-Alternative Dispu...	001-2308	5.00
CENTRAL TEXAS ALTERNATIVE...	12022	PERIOD: JANUARY 2022	DUE TO ADR-Alternative Dispu...	001-2308	40.00
GRAVES, HUMPHRIES, STAHL, ...	2082022	SERVICE FOR JAN 2022	DUE TO GRAVES, HUMPHRIES,...	001-2835	321.01
GRAVES, HUMPHRIES, STAHL, ...	2082022	SERVICE FOR JAN 2022	DUE TO GRAVES, HUMPHRIES,...	001-2835	987.08
GRAVES, HUMPHRIES, STAHL, ...	2082022	SERVICE FOR JAN 2022	DUE TO GRAVES, HUMPHRIES,...	001-2835	1,948.27
GRAVES, HUMPHRIES, STAHL, ...	2082022	SERVICE FOR JAN 2022	DUE TO GRAVES, HUMPHRIES,...	001-2835	1,617.20
NET DATA	20822	SERVICE: JAN 2022	I TICKETS - NET DATA (needed ...	001-1281	268.00
NET DATA	20822	SERVICE: JAN 2022	I TICKETS - NET DATA (needed ...	001-1281	44.00
NET DATA	20822	SERVICE: JAN 2022	I TICKETS - NET DATA (needed ...	001-1281	10.00
NET DATA	20822	SERVICE: JAN 2022	I TICKETS - NET DATA (needed ...	001-1281	38.00
					<b>6,048.56</b>
<b>Department : 2130 - COUNTY AUDITOR</b>					
DEWITT POTH & SON	670126-0	ACCT # 12430 RULER, WOOD, ...	OFFICE SUPPLIES	001-2130-3110	0.76
DEWITT POTH & SON	670117-0	ACCT # 12430 BOX, STORAGE,...	OFFICE SUPPLIES	001-2130-3110	171.24
DEWITT POTH & SON	C 670117-0	ACCT # 12430 PEN, GEL, INK J...	OFFICE SUPPLIES	001-2130-3110	-65.44
CARL R. OHLENDORF INSURAN...	18535	POLICY # CALDW01 ACCT CAL...	EMPLOYEE BONDING	001-2130-2070	350.00
					<b>Department 2130 - COUNTY AUDITOR Total: 456.56</b>
<b>Department : 2140 - TAX ASSESSOR - COLLECTOR</b>					
DARLA LAW	20722	MILEAGE FOR JAN 2022	TRANSPORTATION	001-2140-4260	218.79
CINDY D JOHNSON	20722	TRAVEL 1/28 & 31/22	TRANSPORTATION	001-2140-4260	39.78
					<b>Department 2140 - TAX ASSESSOR - COLLECTOR Total: 258.57</b>
<b>Department : 3200 - DISTRICT ATTORNEY</b>					
THOMSON REUTERS - WEST P...	845685326	ACCT # 1004742988 ONLINE/...	PUBLICATIONS	001-3200-4315	470.00
DAVID BROOKS, ATTORNEY AT...	1302022	MONTH OF JANUARY 2022	PUBLICATIONS	001-3200-4315	100.00
AISHA WHITE-THOMPSON, CSR...	14-803	TRANSCRIPT FOR ELIZABETH S...	TRIAL EXPENSE	001-3200-4130	127.00
TRANSUNION RISK AND ALTE...	234599-202201-1	ACCT ID: 234599 BILLING PER...	DUES & SUBSCRIPTIONS	001-3200-3050	75.00
THOMSON REUTERS - WEST P...	845761853	ACCT # 1004742988 ONLINE/...	PUBLICATIONS	001-3200-4315	376.00
THOMSON REUTERS - WEST P...	845769462	ACCT # 1000732986 ONLINE/...	PUBLICATIONS	001-3200-4315	228.00
TEXAS DISTRICT & COUNTY AT...	112309	ALBERTO LUNA - MEMBERSHIP...	DUES & SUBSCRIPTIONS	001-3200-3050	55.00
TEXAS DISTRICT & COUNTY AT...	129969	JAMES O GONZALES MEMBER...	DUES & SUBSCRIPTIONS	001-3200-3050	55.00
ENTERPRISE FM TRUST	2692	D.A. Investigator Vehicle Lease	Vehicle Leases	001-3200-4851	555.85
THOMSON REUTERS - WEST P...	845878581	ACCT # 1000732986 LIBRARY P...	PUBLICATIONS	001-3200-4315	90.32
AMAZON.COM SALES, INC	1QMT-6RFQ-1JP4	ACCT # A283QXJ1JFKNJJ OPT...	OFFICE SUPPLIES	001-3200-3110	398.00
CARD SERVICE CENTER	12422	ACCT # ENDS W/1237	PUBLICATIONS	001-3200-4315	184.00
CARD SERVICE CENTER	12422	ACCT # ENDS W/1237	TRAINING	001-3200-4810	100.00
					<b>Department 3200 - DISTRICT ATTORNEY Total: 2,814.17</b>
<b>Department : 3201 - ENVIRONMENTAL TASK FORCE</b>					
CENTRAL TEXAS REFUSE, INC	0000385924	CUST # 001134 1700 FM CR 23...	RENTALS	001-3201-4610	467.79
PRINTING SOLUTIONS	101542	RUBBER STAMPS 2 1X2.5	OFFICE SUPPLIES	001-3201-3110	57.60
CARD SERVICE CENTER	498182-01	CLASS ID: BASIC CODE ENF	TRAINING	001-3201-4810	500.00
ENTERPRISE FM TRUST	2692	Code Enforcement Vehicle Lea...	Vehicle Leases	001-3201-4851	696.29
					<b>Department 3201 - ENVIRONMENTAL TASK FORCE Total: 1,721.68</b>
<b>Department : 3220 - DISTRICT CLERK</b>					
QUILL CORPORATION	22417367	ACCT # 4881802 QUILL PLUS ...	OFFICE SUPPLIES	001-3220-3110	69.99
DEWITT POTH & SON	670332-0	ACCT # 12430 SPOTPAPER - L...	OFFICE SUPPLIES	001-3220-3110	42.75
					<b>Department 3220 - DISTRICT CLERK Total: 112.74</b>
<b>Department : 3230 - DISTRICT JUDGE</b>					
PHILLIP G TURNER	21-016	CAUSE # 21-016 BRETT LANE ...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00

## Expense Approval Register

Packet: APPKT07782 - 2/18/22 A/P RUN &amp; PURCHASE ORDERS

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PHILLIP G TURNER	21-016	CAUSE # 21-016 BRETT LANE ...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
RELX INC. DBA LEXISNEXIS	3093699127	Lexis Nexis Blanket PO FY 21-2...	OFFICE SUPPLIES	001-3230-3110	65.00
DEWITT POTTH & SON	664597-1	ACCT # 12430 PAD, JR LEGAL, ...	OFFICE SUPPLIES	001-3230-3110	34.42
DEWITT POTTH & SON	664684-0	ACCT # 12430 CLIPS,PAPER,ST...	OFFICE SUPPLIES	001-3230-3110	31.83
AISHA WHITE-THOMPSON, CSR..	14-802	20-296 & 20-297 AARON A. M...	ADMINISTRATIVE EXPENDITUR...	001-3230-4011	1,537.50
PHILLIP G TURNER	18-276	CAUSE # 18-276 ROY ANGEL A...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	18-276	CAUSE # 18-276 ROY ANGEL A...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	850.00
PETER DAVID REED	18-155	CAUSE # 18-155 LALO MALDO...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	975.00
CLIFFORD W. MCCORMACK	21-041	CAUSE # 21-041 GARY HAYNES	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	21-041	CAUSE # 21-041 GARY HAYNES	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
CLIFFORD W. MCCORMACK	21-107	CAUSE # 21-107 GAYLAND MI...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	450.00
PHILLIP G TURNER	21-135	CAUSE # 21-135 SAMUEL GLA...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	21-135	CAUSE # 21-135 SAMUEL GLA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	850.00
THE CASEY LAW FIRM	20-296	CAUSE # 20-296 / 20-297 AAR...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE CASEY LAW FIRM	20-296	CAUSE # 20-296 / 20-297 AAR...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	3,500.00
GLEN A. GRUNBERGER	20-FL-086 4	CAUSE # 20-FL-086 J.Y / J.A.Y.	ADULT - ATTY LITIGATION EXP...	001-3230-4080	361.48
GLEN A. GRUNBERGER	20-FL-086 4	CAUSE # 20-FL-086 J.Y / J.A.Y.	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	3,000.00
<b>Department 3230 - DISTRICT JUDGE Total:</b>					<b>13,680.23</b>
<b>Department : 3240 - COUNTY COURT LAW</b>					
THE LAW OFFICE OF TREY HIC...	46,303	CAUSE # 46,303 JOSE GUADAL...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	450.00
ROBERT A HAEDGE	47928	CAUSE #47928 / 48307 LUIS ...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	10.50
ROBERT A HAEDGE	47928	CAUSE #47928 / 48307 LUIS ...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	1,500.00
DAWN T. MEREDITH	48576	CAUSE # 48576 BRENDA LEE H...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	10.00
DAWN T. MEREDITH	48576	CAUSE # 48576 BRENDA LEE H...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	600.00
HOLLIS WILBURN BURKLUND	2786-19CC 2	CAUSE # 2786-19CC J.J.P.	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	300.00
DAN MCCORMACK	2847-21CC	CAUSE # 2847-21CC A.J.	JUVENILE - INDIGENT ATTORN...	001-3240-4180	350.00
VICTOREA D. BROWN	2889-22CC	CAUSE # 2889-22CC A.E.	JUVENILE - INDIGENT ATTORN...	001-3240-4180	300.00
VICTOREA D. BROWN	2889-22CC	CAUSE # 2889-22CC A.E.	JUVENILE - ATTY LITIGATION E...	001-3240-4189	1.99
COLIN WISE	48078	CAUSE # 48078 ERIC MONROE	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	700.00
<b>Department 3240 - COUNTY COURT LAW Total:</b>					<b>4,222.49</b>
<b>Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1</b>					
DEWITT POTTH & SON	669608-0	BRIEFCASE, 15.6, GRAY	OFFICE SUPPLIES	001-3251-3110	277.89
CARD SERVICE CENTER	12422	ACCT # ENDS W/1237	OFFICE SUPPLIES	001-3251-3110	222.36
<b>Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:</b>					<b>500.25</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
DEWITT POTTH & SON	670904-0	ACCT # 12430 CRTDG, INK, HP...	OFFICE SUPPLIES	001-3252-3110	80.16
<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>					<b>80.16</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
DEWITT POTTH & SON	670837-0	ACCT # 12430 TISSUE, FACIAL,...	OFFICE SUPPLIES	001-3253-3110	86.84
<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>					<b>86.84</b>
<b>Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4</b>					
AMAZON.COM SALES, INC	1XDX-P13C-1JYJ	ACCT # A283QXJ1JFKNJJ LOGIT...	OFFICE SUPPLIES	001-3254-3110	25.98
RAYMOND DELEON	2042022	TRAINING - 1/30 - 2/02/22	TRAINING	001-3254-4810	194.22
<b>Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:</b>					<b>220.20</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
JON CRAIGMILE	12422	FIREARM EQUIPMENT FROM L...	MACHINERY AND EQUIPMENT	001-4300-5310	90.97
AMAZON.COM SALES, INC	1DGR-616C-7G1R	Forensic Extraction Equipment	MACHINERY AND EQUIPMENT	001-4300-5310	16,891.02
JOHN L. BARRON SR.	17588	2017 FORD EXP WHITE LICENS...	OPERATING SUPPLIES	001-4300-3130	325.00
TRANSUNION RISK AND ALTE...	245302-202201-1	ACCT ID: 245302 BILLING PERI...	OPERATING SUPPLIES	001-4300-3130	237.00
ENTERPRISE FM TRUST	2692	Sheriff's Office Vehicle Lease ...	Lease-REPAIR & MAINTENANCE	001-4300-4841	128.00
ENTERPRISE FM TRUST	2692	Sheriff's Office Vehicle Lease	Vehicle Leases	001-4300-4851	17,581.74
AMAZON.COM SALES, INC	1L9G-WCKQ-LJL7	ACCT # A283QXJ1JFKNJJ USB ...	MACHINERY AND EQUIPMENT	001-4300-5310	461.70
AMAZON.COM SALES, INC	1TRQ-YHK6-1FRL	ACCT # A283QXJ1JFKNJJ HON...	MACHINERY AND EQUIPMENT	001-4300-5310	102.43
AMAZON.COM SALES, INC	1CN4-QJ1M-VRHM	ACCT # A283QXJ1JFKNJJ HON...	MACHINERY AND EQUIPMENT	001-4300-5310	259.99
CARD SERVICE CENTER	12422	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-4300-3130	110.18
CARD SERVICE CENTER	12422	ACCT # ENDS W/1237	MACHINERY AND EQUIPMENT	001-4300-5310	118.93
<b>Department 4300 - COUNTY SHERIFF Total:</b>					<b>36,306.96</b>

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Department : 4310 - COUNTY JAIL</b>					
M.B. HAMMO ENTERPRISES, L...	10647	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	1,050.58
SYSKO CENTRAL TEXAS, INC	613089946	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	180.16
SYSKO CENTRAL TEXAS, INC	613089947	UNIFIRST Blanket PO FY 21-22	FOOD SUPPLIES	001-4310-3100	1,281.03
FERRIS JOSEPH PRODUCE, INC.	119699	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	33.25
PERFORMANCE FOODSERVICE ...	1485967	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	942.05
FERRIS JOSEPH PRODUCE, INC.	119704	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	156.00
SYSKO CENTRAL TEXAS, INC	613096452-A	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	45.98
SYSKO CENTRAL TEXAS, INC	613096452-B	UNIFIRST Blanket PO FY 21-22	FOOD SUPPLIES	001-4310-3100	1,037.76
UNIFIRST CORPORATION	822 2481923	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	58.50
FERRIS JOSEPH PRODUCE, INC.	119754	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	71.50
FERRIS JOSEPH PRODUCE, INC.	119758	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	65.50
PERFORMANCE FOODSERVICE ...	1488798	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,135.58
FLOWERS BAKING CO. OF SAN...	3038388028	Flowers Baking Blanket PO for ...	FOOD SUPPLIES	001-4310-3100	366.44
FERRIS JOSEPH PRODUCE, INC.	119776	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	24.50
AERODYNAMICS AIRCONDITI...	1275	BLOWN FUSE - SERVICE CALL	REPAIRS & MAINTENANCE	001-4310-4510	80.00
SYSKO CENTRAL TEXAS, INC	613109217	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	153.61
SYSKO CENTRAL TEXAS, INC	613109218	UNIFIRST Blanket PO FY 21-22	FOOD SUPPLIES	001-4310-3100	1,050.64
I-CON SYSTEMS, INC	51000121	CUST ID: CS00083S	REPAIRS & MAINTENANCE	001-4310-4510	472.90
FERRIS JOSEPH PRODUCE, INC.	119794	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	32.25
PERFORMANCE FOODSERVICE ...	1492457	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,823.05
FERRIS JOSEPH PRODUCE, INC.	119798	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	255.00
SYSKO CENTRAL TEXAS, INC	613115008	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	34.39
SYSKO CENTRAL TEXAS, INC	613115009	UNIFIRST Blanket PO FY 21-22	FOOD SUPPLIES	001-4310-3100	1,537.59
UNIFIRST CORPORATION	822 2483634	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	58.50
ASCENSION SETON	547964C8363 1	RODRIGUEZ, MARIO, 807912 1...	EMPLOYEE PHYSICALS	001-4310-4135	65.00
FIREtrol PROTECTION SYSTE...	100766159	Firetrol Protection Systems	REPAIRS & MAINTENANCE	001-4310-4510	6,006.86
FERRIS JOSEPH PRODUCE, INC.	119859	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	66.50
PERFORMANCE FOODSERVICE ...	1495203	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,513.63
SUPERIOR DISPOSAL, LLC	26201	Superior Disposal	REPAIRS & MAINTENANCE	001-4310-4510	625.00
FLOWERS BAKING CO. OF SAN...	3038388140	Flowers Baking Blanket PO for ...	FOOD SUPPLIES	001-4310-3100	514.24
FARMER BROTHERS. CO.	93460500	Farmers Blanket PO FY 2021-2...	FOOD SUPPLIES	001-4310-3100	788.80
EARNEST W. RHYAN III	3521	Rhyan Technology Services LLC	REPAIRS & MAINTENANCE	001-4310-4510	16,630.25
SYSKO CENTRAL TEXAS, INC	513795836 C	ACCT # 549S802 ORIGINAL INV...	OPERATING SUPPLIES	001-4310-3130	-34.72
JAN FORD MUSTIN PH.D., P.C.	722	TCOLE PSYCHOLOGICAL - O'NE...	EMPLOYEE PHYSICALS	001-4310-4135	295.00
FERRIS JOSEPH PRODUCE, INC.	119870	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	70.50
ORKIN - AUSTIN COMMERCIAL	223942777	Orkin Pest Control Blanket PO ...	PROFESSIONAL SERVICES	001-4310-4110	299.00
M.B. HAMMO ENTERPRISES, L...	10696	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	664.31
FERRIS JOSEPH PRODUCE, INC.	119879	Ferris Joseph Blanket PO for FY...	FOOD SUPPLIES	001-4310-3100	24.50
SYSKO CENTRAL TEXAS, INC	613132263	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	146.88
SYSKO CENTRAL TEXAS, INC	613132264	UNIFIRST Blanket PO FY 21-22	OPERATING SUPPLIES	001-4310-3130	194.49
SYSKO CENTRAL TEXAS, INC	613132265	UNIFIRST Blanket PO FY 21-22	FOOD SUPPLIES	001-4310-3100	1,997.45
SOUTHERN HEALTH PARTNERS,...	BASE43594	Southern Health Partners Blan...	PROFESSIONAL SERVICES	001-4310-4110	46,915.00
ENTERPRISE FM TRUST	2692	Jail Vehicle Lease Maintenance	Lease-REPAIR & MAINTENANCE	001-4310-4841	16.00
ENTERPRISE FM TRUST	2692	Jail Vehicle Lease	Vehicle Leases	001-4310-4851	2,545.80
<b>Department 4310 - COUNTY JAIL Total:</b>					<b>91,291.25</b>
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
ENTERPRISE FM TRUST	2692	Constable PCT 1 Vehicle Lease...	Lease-REPAIR & MAINTENANCE	001-4321-4841	8.00
ENTERPRISE FM TRUST	2692	Constable PCT 1 Vehicle Lease	Vehicle Leases	001-4321-4851	2,428.04
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>2,436.04</b>
<b>Department : 4322 - CONSTABLES - PCT 2</b>					
ENTERPRISE FM TRUST	2692	Constable PCT 2 Vehicle Lease...	Lease-REPAIR & MAINTENANCE	001-4322-4841	16.00
ENTERPRISE FM TRUST	2692	Constable PCT 2 Vehicle Lease	Vehicle Leases	001-4322-4851	2,478.77
<b>Department 4322 - CONSTABLES - PCT 2 Total:</b>					<b>2,494.77</b>
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
ENTERPRISE FM TRUST	2692	Constable PCT 3 Vehicle Lease...	Lease-REPAIR & MAINTENANCE	001-4323-4841	16.00
ENTERPRISE FM TRUST	2692	Constable PCT 3 Vehicle Lease	Vehicle Leases	001-4323-4851	2,450.90
<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>					<b>2,466.90</b>

Expense Approval Register

Packet: APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Department : 4324 - CONSTABLES - PCT 4</b>					
ENTERPRISE FM TRUST	2692	Constable PCT 4 Vehicle Lease...	Lease-REPAIR & MAINTENANCE	001-4324-4841	16.00
ENTERPRISE FM TRUST	2692	Constable PCT 4 Vehicle Lease	Vehicle Leases	001-4324-4851	3,469.30
<b>Department 4324 - CONSTABLES - PCT 4 Total:</b>					<b>3,485.30</b>
<b>Department : 6510 - NON-DEPARTMENTAL</b>					
DEWITT POTHS & SON	668376-0	Blanket PO for IT Services FY 2...	PROFESSIONAL SERVICES	001-6510-4110	9,810.00
CALDWELL COUNTY TAX ASSE...	1088154 2022	VIN # ENDS W/6205 COUNTY ...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1088159 2022	VIN # ENDS W/6536 UNIT RO...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1285516 2022	VIN # ENDS W/0626 JUV PROB	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1285539 2022	VIN # ENDS W/8404 UNIT RO...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1285546 2022	VIN # ENDS W/4644 UNIT RO...	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1342544 2022	VIN # ENDS W/2609 JAIL	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	1364041 2022	VIN # ENDS W/3876 CONSTAB...	County Fleet-Tags-Titles	001-6510-4853	7.50
FIRST NET BUILT WITH AT&T	287301244412X02032022	First Net Hot Spot Blanket PO ...	Telephone	001-6510-4420	3,198.27
QUADIENT, INC	16597098	ACCT # 8038549 IX-3-5-7 SERI...	OFFICE SUPPLIES	001-6510-3110	129.05
SWAGIT PRODUCTIONS, LLC	19666	Monthly SWAGIT billing	PROFESSIONAL SERVICES	001-6510-4110	783.00
LEGENDS TRI-COUNTY FUNER...	2022/WH/1/25	HALE, WALTER - TRANSPORT ...	AUTOPSY	001-6510-4123	345.00
DEWITT POTHS & SON	665067-0	Blanket PO for IT Services FY 2...	PROFESSIONAL SERVICES	001-6510-4110	9,810.00
ENTERPRISE FM TRUST	2692	Courthouse Vehicle Lease	Vehicle Leases	001-6510-4851	605.65
<b>Department 6510 - NON-DEPARTMENTAL Total:</b>					<b>24,733.47</b>
<b>Department : 6520 - BUILDING MAINTENANCE</b>					
COTHRON'S SAFE & LOCK	1267249	CUST # CALD119 SERVICE CALL...	CALDWELL CO. COURTHOUSE	001-6520-5120	427.50
COTHRON'S SAFE & LOCK	1267415	CUST # CALD119 SERVICE CALL...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	157.50
LOCKHART HARDWARE	40152 /1	CUST # 11239 INFRARED HEA...	BUILDING MAINTENANCE-LOC...	001-6520-3600	49.99
CINTAS CORPORATION #86	4108206664	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	135.94
JOHN DEERE FINANCIAL	2201-166731	ACCT # 1-99 RED MULCH 2 CU...	CALDWELL CO. COURTHOUSE	001-6520-5120	164.50
LOCKHART HARDWARE	40190 /1	CUST # 11239 CONTRACTOR ...	BUILDING MAINTENANCE-LOC...	001-6520-3600	16.18
LOCKHART HARDWARE	40195 /1	CUST # 11239 SECURITY BIT S...	REPAIRS & MAINTENANCE	001-6520-4510	74.14
LOCKHART HARDWARE	40196 /1	CUST # 11239 DECK SCREW PP..	BUILDING MAINTENANCE-LOC...	001-6520-3600	52.58
LOCKHART HARDWARE	40205 /1	CUST # 11239 ANGLE VALVE 1...	BUILDING MAINTENANCE-LOC...	001-6520-3600	12.99
LOCKHART HARDWARE	40209 /1	CUST # 11239 DIABLO RECIPI...	BUILDING MAINTENANCE-LOC...	001-6520-3600	84.14
LOCKHART HARDWARE	40210 /1	CUST # 11239 ACE GLOVES LE...	REPAIRS & MAINTENANCE	001-6520-4510	48.98
CINTAS CORPORATION #86	4108882437	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	135.94
LOCKHART HARDWARE	40219 /1	CUST # 11239 CEILING FXTRE...	BUILDING MAINTENANCE-LOC...	001-6520-3600	32.37
LOCKHART HARDWARE	40228 /1	CUST # 11239 MECH SET SAE ...	REPAIRS & MAINTENANCE	001-6520-4510	44.90
SMITH SUPPLY CO.- LOCKHART	922225	HAND WINCH 1400 LB DL-140...	REPAIRS & MAINTENANCE	001-6520-4510	91.45
SMITH SUPPLY CO.- LOCKHART	922240	RATCHET TIE 2 X 27'/JHK	REPAIRS & MAINTENANCE	001-6520-4510	65.85
LOCKHART HARDWARE	39830 /1	CUST # 11239 SLYDE KING 2K	REPAIRS & MAINTENANCE	001-6520-4510	124.95
LOCKHART HARDWARE	40257 /1	CUST # 11239 3/8 CDX PINE P...	BUILDING MAINTENANCE-LOC...	001-6520-3600	162.45
WILSON RIGGIN	147419	2X4X85 FT	JP1/DRC BUILDING-LOCKHART	001-6520-3560	269.75
LOCKHART HARDWARE	40291 /1	CUST # 11239 TARP YARD 8'2"...	CALDWELL CO. COURTHOUSE	001-6520-5120	30.17
SMITH SUPPLY CO.- LOCKHART	922272	BLACK PVC BOOTS SZ 12	REPAIRS & MAINTENANCE	001-6520-4510	29.95
COTHRON'S SAFE & LOCK	T200-161320	ACCT # CALD119 FALCON/BES...	REPAIRS & MAINTENANCE	001-6520-4510	49.50
ENTERPRISE FM TRUST	2692	Building Maintenance Vehicle ...	Vehicle Leases	001-6520-4851	1,921.44
LOCKHART HARDWARE	40331 /1	CUST # 11239 DECK SCREW PP..	OPERATING SUPPLIES	001-6520-3130	76.48
SMITH SUPPLY CO.- LOCKHART	923111	EXTINGUISH PLUS FIRE ANT KI...	REPAIRS & MAINTENANCE	001-6520-4510	34.45
JOHN DEERE FINANCIAL	2202-176998	ACCT # 1-99 OIL LIG WRENCH 4...	REPAIRS & MAINTENANCE	001-6520-4510	48.54
LOCKHART HARDWARE	40365 /1	CUST # 11239 CLAMP 1-5/16 ...	REPAIRS & MAINTENANCE	001-6520-4510	52.11
<b>Department 6520 - BUILDING MAINTENANCE Total:</b>					<b>4,394.74</b>
<b>Department : 6550 - ELECTIONS</b>					
AMAZON.COM SALES, INC	1DNN-JFQ4-DQF3	ACCT # A283QXJ1JFKNJ BALIT...	Ballot Supplies	001-6550-3115	199.80
AMAZON.COM SALES, INC	16PF-K4TN-4C73	ACCT # A283QXJ1JFKNJ CELL ...	Ballot Supplies	001-6550-3115	446.94
AMG PRINTING & MAILING, LLC	114984	Voter related printing	Ballot Supplies	001-6550-3115	14,434.24
OFFICE DEPOT	223289058001	ACCT # 43682634 ENVELOPE,...	OFFICE SUPPLIES	001-6550-3110	77.18
OFFICE DEPOT	223292448001	ACCT # 43682634 MOISTENER,...	OFFICE SUPPLIES	001-6550-3110	6.90
OFFICE DEPOT	224094066001	ACCT # 43682634 LABEL, IJ, F...	Ballot Supplies	001-6550-3115	67.65
LOCKHART POST REGISTER	92385	NOTICE OF ELECTION	ADVERTISING AND LEGAL NOT...	001-6550-4310	516.00
QUADIENT LEASING USA, INC	N9196647	Elections Postage Blanket PO	POSTAGE	001-6550-3120	468.30
OFFICE DEPOT	224088095001	ACCT # 43682634 HOLDER, B...	Ballot Supplies	001-6550-3115	44.98

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
AMAZON.COM SALES, INC	1DKY-HYQL-D3L7	ACCT # A283QXJ1JFKNJ BANK...	Ballot Supplies	001-6550-3115	34.00
				<b>Department 6550 - ELECTIONS Total:</b>	<b>16,295.99</b>
<b>Department : 6560 - COMMISSIONERS COURT</b>					
LEXISNEXIS RISK DATA MANA...	1623451-20220131	BILLING ID: 1623451 JANUAR...	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
LOCKHART POST REGISTER	00092915	NOTICE OF PRECINCT BOUND...	ADVERTISING AND LEGAL NOT...	001-6560-4310	344.00
HIT PORTFOLIO II TRS HOLDCO,...	88333442 HH	HOPPY HADEN 2/21 -24/22	TRAINING	001-6560-4810	361.14
HIT PORTFOLIO II TRS HOLDCO,...	CONF # 88333442 BS	BARBARA SHELTON 2/21 - 24...	TRAINING	001-6560-4810	361.14
HIT PORTFOLIO II TRS HOLDCO,...	CONF # 88333442 BW	BJ	TRAINING	001-6560-4810	361.14
HIT PORTFOLIO II TRS HOLDCO,...	CONF # 88333442 ET	ED THERIOT 2/21 - 24 /22	TRAINING	001-6560-4810	361.14
HIT PORTFOLIO II TRS HOLDCO,...	CONF # 88333442 ET	JOE ROLAND 2/21 - 24/22	TRAINING	001-6560-4810	361.14
OVERTON HOTEL AND CONFE...	CONF # L7TSTY1P6	HOPKINS HADEN 3/8 - 11/22	TRAINING	001-6560-4810	331.20
SOUTH TEXAS COUNTY JUDGES..	2022	2022 ANNUAL MEMBERSHIP ...	DUES & SUBSCRIPTIONS	001-6560-3050	300.00
				<b>Department 6560 - COMMISSIONERS COURT Total:</b>	<b>2,830.90</b>
<b>Department : 6590 - PURCHASING</b>					
AMAZON.COM SALES, INC	1KFV-T79V-GQXN	ACCT # A283QXJ1JFKNJ BOST...	OFFICE SUPPLIES	001-6590-3110	22.98
STATE COMPTROLLER	2042022	ACCT # C0280 TEXAS SMARTB...	DUES & SUBSCRIPTIONS	001-6590-3050	100.00
				<b>Department 6590 - PURCHASING Total:</b>	<b>122.98</b>
<b>Department : 6610 - IT-TECHNOLOGY</b>					
CONVERGEONE, INC	PS197212	Block of Hours Tech Support	REPAIRS & MAINTENANCE	001-6610-4510	1,689.00
AMAZON.COM SALES, INC	1D3D-CC9M-CWFL	ACCT # A283QXJ1JFKNJ WINIX...	MACHINERY AND EQUIPMENT	001-6610-5310	264.10
				<b>Department 6610 - IT-TECHNOLOGY Total:</b>	<b>1,953.10</b>
<b>Department : 6630 - GRANT WRITING/ADMIN</b>					
DEWITT POTH & SON	670631-0	ACCT # 12430 SCANNER, DRC ...	OFFICE SUPPLIES	001-6630-3110	446.76
				<b>Department 6630 - GRANT WRITING/ADMIN Total:</b>	<b>446.76</b>
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
ENTERPRISE FM TRUST	2692	Emergency Management Vehic..	Lease-REPAIRS & MAINTENAN...	001-6650-4841	6.00
ENTERPRISE FM TRUST	2692	Emergency Management Vehic..	Vehicle Leases	001-6650-4851	1,198.45
				<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>	<b>1,204.45</b>
<b>Department : 7600 - ANIMAL CONTROL</b>					
CITY OF LOCKHART	ASL 22-005	Animal Shelter Lease and Dogs...	ANIMAL CONTROL EXPENSES	001-7600-4114	956.17
				<b>Department 7600 - ANIMAL CONTROL Total:</b>	<b>956.17</b>
<b>Department : 7620 - COUNTY WELFARE</b>					
MCCURDY FUNERAL HOME	D WINDHAM 1.27.22	McCurdy - indigent cremation	INDIGENT FUNERAL	001-7620-4320	650.00
				<b>Department 7620 - COUNTY WELFARE Total:</b>	<b>650.00</b>
				<b>Fund 001 - GENERAL FUND Total:</b>	<b>222,272.23</b>
<b>Fund: 002 - UNIT ROAD FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
GRAINGER	9176206150	ACCT # 84150SS48 HI-VIS BO...	MISCELLANEOUS	002-1101-4850	334.29
HANSON EQUIPMENT	291100	MALE TUBING A4 39"	OPERATING SUPPLIES	002-1101-3130	152.71
LOCKHART HARDWARE	40197 /1	CUST # 11239 WIRE ROPE CLIP..	OPERATING SUPPLIES	002-1101-3130	11.12
SCHMIDT & SONS, INC	0490031-IN	Schmidt & Sons blaket PO fuel	FUEL	002-1101-3163	13,601.11
DOUCET & ASSOCIATES, INC	2201041	Harwood Rd Doucet engineeri...	HARWOOD RD.-CULVERT	002-1101-3138	5,044.60
COLORADO MATERIALS, LTD.	330470	Colorado Material Blanket PO ...	AGGREGATE / GRAVEL	002-1101-3153	35,512.37
HOFMANN'S SUPPLY	CR01220071	CUST # 1734 ACYSM-L	RENTALS	002-1101-4610	119.84
HOFMANN'S SUPPLY	SC22010031	CUST # 1734 SERVICE CHARGE	RENTALS	002-1101-4610	1.80
CINTAS FAS LOCKBOX 636525	5083110488	CUST # 10344330 PAYER # 103...	RENTALS	002-1101-4610	203.04
PATHMARK TRAFFIC PROD. OF...	11905	12" X 18" .080 HI WHITE/RED ...	SIGNS	002-1101-3181	124.00
JOHN DEERE FINANCIAL	2202-171648	ACCT # 1-99 ACE WATER 16.9...	OPERATING SUPPLIES	002-1101-3130	59.81
SMITH SUPPLY CO.-LULING	96897	HEAT LAMP RED 250W/120V	OPERATING SUPPLIES	002-1101-3130	39.85
LOCKHART HARDWARE	40275 /1	CUST # 11239 SOFTLENS 250...	OPERATING SUPPLIES	002-1101-3130	47.97
LOCKHART HARDWARE	40292 /1	CUST # 11239 CHAINSAW CHA...	OPERATING SUPPLIES	002-1101-3130	39.98
SMITH SUPPLY CO.-LULING	96926	CHAIN S/16 ZP PC 0140S23	OPERATING SUPPLIES	002-1101-3130	46.90
				<b>Department 1101 - ADMINISTRATION Total:</b>	<b>55,339.39</b>
<b>Department : 1102 - VEHICLE MAINTENANCE</b>					
H.S. SERVICES	76975	Repair tailgate latch & side of ...	REPAIRS & MAINTENANCE	002-1102-4510	4,000.00
LEIF JOHNSON FORD TRUCK CI...	792546	Service Order for maintenance...	REPAIRS & MAINTENANCE	002-1102-4510	2,016.33
WILLIAMSON COUNTY EQUIP...	001-235125	DOCUMENT # 001-383492 KEY ...	SUPPLIES & SMALL TOOLS	002-1102-3136	83.71

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
WILLIAMSON COUNTY EQUIP...	001-235126	spare parts for new tractors	SUPPLIES & SMALL TOOLS	002-1102-3136	4,945.67
SEAN MATTHEW MANN	136846	ACCT # 2010 AIR FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	416.07
ENTERPRISE FM TRUST	2692	Unit Road Vehicle Lease	Vehicle Leases	002-1102-4851	3,812.42
SEAN MATTHEW MANN	137033	ACCT # 2010 BINDER TWO CHA..	SUPPLIES & SMALL TOOLS	002-1102-3136	452.64
SEAN MATTHEW MANN	137034	ACCT # 2010 BINDER TOW CHA..	SUPPLIES & SMALL TOOLS	002-1102-3136	452.64
RDO EQUIPMENT CO.	PS264623	ACCT # 7269004 FILTER KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	256.72
RDO EQUIPMENT CO.	PS264723	ACCT # 7269004 PULLEY	SUPPLIES & SMALL TOOLS	002-1102-3136	375.15
<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>					<b>16,811.35</b>
<b>Department : 1103 - FLEET MAINTENANCE</b>					
STEELE CDR LOCKHART LLC	SS937	CUST # 10540 TAG # T4S76 EL...	REPAIRS & MAINTENANCE	002-1103-4510	186.95
XL PARTS, LLC	0416GS8019	CUST # 490093 21" PINCH TYP...	OPERATING SUPPLIES	002-1103-3135	94.90
XL PARTS, LLC	0416GS8521	CUST # 490093 26 TRICO PRO ...	OPERATING SUPPLIES	002-1103-3135	-56.94
XL PARTS, LLC	0416GV7228	CUST # 490093 PREMIUM CE...	OPERATING SUPPLIES	002-1103-3135	143.89
XL PARTS, LLC	0416GW3161	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	14.00
XL PARTS, LLC	0416GW4320	CUST # 490093 PREMIUM CE...	OPERATING SUPPLIES	002-1103-3135	-143.89
SEAN MATTHEW MANN	136639	ACCT # 6000 NAPA FRONT BR...	OPERATING SUPPLIES	002-1103-3135	341.93
CINTAS CORPORATION #86	4108882202	SOLD TO # 13228085 PAYER # ...	UNIFORMS	002-1103-3140	93.41
SCHMIDT & SONS, INC	0490495-IN	Schmidt & Sons blaket PO lubr...	OIL & LUBRICANTS	002-1103-3165	2,088.00
<b>Department 1103 - FLEET MAINTENANCE Total:</b>					<b>2,762.25</b>
<b>Fund 002 - UNIT ROAD FUND Total:</b>					<b>74,912.99</b>
<b>Fund: 003 - RECORDS PRESERVATION FUND</b>					
<b>Department : 3000 - COUNTY CLERK EXP</b>					
IMAGE-TEK, INC.	3013	Annual Maintenance	SOFTWARE MAINTENANCE	003-3000-4520	2,175.00
<b>Department 3000 - COUNTY CLERK EXP Total:</b>					<b>2,175.00</b>
<b>Fund 003 - RECORDS PRESERVATION FUND Total:</b>					<b>2,175.00</b>
<b>Fund: 005 - LAW LIBRARY FUND</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
RELX INC. DBA LEXISNEXIS	3093692262	Lexis Nexis Blanket PO FY 21-2...	OTHER CAPITAL OUTLAY	005-1000-5910	430.00
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>430.00</b>
<b>Fund 005 - LAW LIBRARY FUND Total:</b>					<b>430.00</b>
<b>Fund: 010 - GRANT FUND - GENERAL</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
THE MEADOWS CENTER	2202001	Meadows Center Contract	CONTRACTUAL-Feral Hogs	010-1000-5113	1,667.00
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>1,667.00</b>
<b>Fund 010 - GRANT FUND - GENERAL Total:</b>					<b>1,667.00</b>
<b>Fund: 019 - American Rescue Plan Fund</b>					
<b>Department : 1000 - DEPARTMENTS - Header</b>					
COOPER EQUIPMENT CO.	EG00157	Cooper Equipment Co Chipspr...	UNIT ROAD EQUIPMENT	019-1000-5167	311,506.00
<b>Department 1000 - DEPARTMENTS - Header Total:</b>					<b>311,506.00</b>
<b>Fund 019 - American Rescue Plan Fund Total:</b>					<b>311,506.00</b>
<b>Grand Total:</b>					<b>612,963.22</b>

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	222,272.23
002 - UNIT ROAD FUND	74,912.99
003 - RECORDS PRESERVATION FUND	2,175.00
005 - LAW LIBRARY FUND	430.00
010 - GRANT FUND - GENERAL	1,667.00
019 - American Rescue Plan Fund	311,506.00
<b>Grand Total:</b>	<b>612,963.22</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-1281	I TICKETS - NET DATA (ne...	360.00
001-2130-2070	EMPLOYEE BONDING	350.00
001-2130-3110	OFFICE SUPPLIES	106.56
001-2140-4260	TRANSPORTATION	258.57
001-2308	DUE TO ADR-Alternative D...	570.00
001-2835	DUE TO GRAVES, HUMPH...	4,873.56
001-2865	DUE TO STATE - FARMERS...	245.00
001-3200-3050	DUES & SUBSCRIPTIONS	185.00
001-3200-3110	OFFICE SUPPLIES	398.00
001-3200-4130	TRIAL EXPENSE	127.00
001-3200-4315	PUBLICATIONS	1,448.32
001-3200-4810	TRAINING	100.00
001-3200-4851	Vehicle Leases	555.85
001-3201-3110	OFFICE SUPPLIES	57.60
001-3201-4610	RENTALS	467.79
001-3201-4810	TRAINING	500.00
001-3201-4851	Vehicle Leases	696.29
001-3220-3110	OFFICE SUPPLIES	112.74
001-3230-3110	OFFICE SUPPLIES	131.25
001-3230-4011	ADMINISTRATIVE EXPEND...	1,537.50
001-3230-4080	ADULT - ATTY LITIGATION...	386.48
001-3230-4160	ADULT - INDIGENT ATTO...	11,625.00
001-3240-4080	ADULT - ATTY LITIGATION...	20.50
001-3240-4160	ADULT - INDIGENT ATTO...	3,550.00
001-3240-4180	JUVENILE - INDIGENT ATT...	650.00
001-3240-4189	JUVENILE - ATTY LITIGATI...	1.99
001-3251-3110	OFFICE SUPPLIES	500.25
001-3252-3110	OFFICE SUPPLIES	80.16
001-3253-3110	OFFICE SUPPLIES	86.84
001-3254-3110	OFFICE SUPPLIES	25.98
001-3254-4810	TRAINING	194.22
001-4300-3130	OPERATING SUPPLIES	672.18
001-4300-4841	Lease-REPAIR & MAINTEN...	128.00
001-4300-4851	Vehicle Leases	17,581.74
001-4300-5310	MACHINERY AND EQUIP...	17,925.04
001-4310-3100	FOOD SUPPLIES	14,787.76
001-4310-3130	OPERATING SUPPLIES	2,552.68
001-4310-4110	PROFESSIONAL SERVICES	47,214.00
001-4310-4135	EMPLOYEE PHYSICALS	360.00
001-4310-4510	REPAIRS & MAINTENANCE	23,815.01
001-4310-4841	Lease-REPAIR & MAINTEN...	16.00
001-4310-4851	Vehicle Leases	2,545.80
001-4321-4841	Lease-REPAIR & MAINTEN...	8.00
001-4321-4851	Vehicle Leases	2,428.04
001-4322-4841	Lease-REPAIR & MAINTEN...	16.00
001-4322-4851	Vehicle Leases	2,478.77
001-4323-4841	Lease-REPAIR & MAINTEN...	16.00
001-4323-4851	Vehicle Leases	2,450.90
001-4324-4841	Lease-REPAIR & MAINTEN...	16.00

## Account Summary

Account Number	Account Name	Expense Amount
001-4324-4851	Vehicle Leases	3,469.30
001-6510-3110	OFFICE SUPPLIES	129.05
001-6510-4110	PROFESSIONAL SERVICES	20,403.00
001-6510-4123	AUTOPSY	345.00
001-6510-4420	Telephone	3,198.27
001-6510-4851	Vehicle Leases	605.65
001-6510-4853	County Fleet-Tags-Titles	52.50
001-6520-3130	OPERATING SUPPLIES	76.48
001-6520-3140	UNIFORMS	271.88
001-6520-3540	L.W.SCOTT ANNEX-LOCK...	157.50
001-6520-3560	JP1/DRC BUILDING-LOCK...	269.75
001-6520-3600	BUILDING MAINTENANCE...	410.70
001-6520-4510	REPAIRS & MAINTENANCE	664.82
001-6520-4851	Vehicle Leases	1,921.44
001-6520-5120	CALDWELL CO. COURTHO...	622.17
001-6550-3110	OFFICE SUPPLIES	84.08
001-6550-3115	Ballot Supplies	15,227.61
001-6550-3120	POSTAGE	468.30
001-6550-4310	ADVERTISING AND LEGAL...	516.00
001-6560-3050	DUES & SUBSCRIPTIONS	350.00
001-6560-4310	ADVERTISING AND LEGAL...	344.00
001-6560-4810	TRAINING	2,136.90
001-6590-3050	DUES & SUBSCRIPTIONS	100.00
001-6590-3110	OFFICE SUPPLIES	22.98
001-6610-4510	REPAIRS & MAINTENANCE	1,689.00
001-6610-5310	MACHINERY AND EQUIP...	264.10
001-6630-3110	OFFICE SUPPLIES	446.76
001-6650-4841	Lease-REPAIRS & MAINTENANCE	6.00
001-6650-4851	Vehicle Leases	1,198.45
001-7600-4114	ANIMAL CONTROL EXPEN...	956.17
001-7620-4320	INDIGENT FUNERAL	650.00
002-1101-3130	OPERATING SUPPLIES	398.34
002-1101-3138	HARWOOD RD.-CULVERT	5,044.60
002-1101-3153	AGGREGATE / GRAVEL	35,512.37
002-1101-3163	FUEL	13,601.11
002-1101-3181	SIGNS	124.00
002-1101-4610	RENTALS	324.68
002-1101-4850	MISCELLANEOUS	334.29
002-1102-3136	SUPPLIES & SMALL TOOLS	6,982.60
002-1102-4510	REPAIRS & MAINTENANCE	6,016.33
002-1102-4851	Vehicle Leases	3,812.42
002-1103-3135	OPERATING SUPPLIES	393.89
002-1103-3140	UNIFORMS	93.41
002-1103-3165	OIL & LUBRICANTS	2,088.00
002-1103-4510	REPAIRS & MAINTENANCE	186.95
003-3000-4520	SOFTWARE MAINTENANCE	2,175.00
005-1000-5910	OTHER CAPITAL OUTLAY	430.00
010-1000-5113	CONTRACTUAL-Feral Hogs	1,667.00
019-1000-5167	UNIT ROAD EQUIPMENT	311,506.00
	<b>Grand Total:</b>	<b>612,963.22</b>

## Project Account Summary

Project Account Key	Expense Amount
**None**	612,963.22
<b>Grand Total:</b>	<b>612,963.22</b>



Caldwell County, TX

# Payment Register

APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

<b>Vendor Number</b> <a href="#">AERDYN</a>	<b>Vendor Name</b> AERODYNAMICS AIRCONDITIONING & REFRIG.				<b>Total Vendor Amount</b> 80.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 14 NELLE LANE MARTINDALE, Texas 78655-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 80.00	
<b>Payable Number</b> <a href="#">1275</a>	<b>Description</b> BLOWN FUSE - SERVICE CALL	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 80.00

<b>Vendor Number</b> <a href="#">AISWHI</a>	<b>Vendor Name</b> AISHA WHITE-THOMPSON, CSR, RPR				<b>Total Vendor Amount</b> 1,664.50
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 1,664.50	
<b>Payable Number</b> <a href="#">14-802</a>	<b>Description</b> 20-296 & 20-297 AARON A. MCBETH	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,537.50
<a href="#">14-803</a>	TRANSCRIPT FOR ELIZABETH SCHMIDT	02/01/2022	02/18/2022	0.00	127.00

<b>Vendor Number</b> <a href="#">AMACOM</a>	<b>Vendor Name</b> AMAZON.COM SALES, INC				<b>Total Vendor Amount</b> 19,106.94
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> Amazon Capital Services PO Box 035184 SEATTLE, Washington 98124-5184	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 19,106.94	
<b>Payable Number</b> <a href="#">16PF-K4TN-4C73</a>	<b>Description</b> ACCT # A283QXJ1JFKNJ CELL PHONE BOOSTER FOR CAR,R	<b>Payable Date</b> 01/24/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 446.94
<a href="#">1CN4-QJ1M-VRHM</a>	ACCT # A283QXJ1JFKNJ HONEYWELL INSIGHT HPAS300	02/08/2022	02/18/2022	0.00	259.99
<a href="#">1D3D-CC9M-CWFL</a>	ACCT # A283QXJ1JFKNJ WINIX 5500-2 AIR PURIFIER	01/31/2022	02/18/2022	0.00	264.10
<a href="#">1DGR-616C-7G1R</a>	Acct # A283QXJ1JFKNJ	01/29/2022	02/18/2022	0.00	16,891.02
<a href="#">1DKY-HYQL-D3L7</a>	ACCT # A283QXJ1JFKNJ BANK SUPPLIES CASH TRANSMITT	02/02/2022	02/18/2022	0.00	34.00
<a href="#">1DNN-JFQ4-DOF3</a>	ACCT # A283QXJ1JFKNJ BALIT 550 PARACORD/PARACHUT	01/19/2022	02/18/2022	0.00	199.80
<a href="#">1KfV-T79V-GQXN</a>	ACCT # A283QXJ1JFKNJ BOSTITCH OFFICE EASY STAPLE	02/04/2022	02/18/2022	0.00	22.98
<a href="#">1L9G-WCKQ-LJL7</a>	ACCT # A283QXJ1JFKNJ USB RECEIVER ANTENNA GMOUSE	02/06/2022	02/18/2022	0.00	461.70
<a href="#">1QMT-6RFQ-1JP4</a>	ACCT # A283QXJ1JFKNJ OPTODISC 1 TO 3 24X BURNER	02/08/2022	02/18/2022	0.00	398.00
<a href="#">1TRQ-YHK6-1FRL</a>	ACCT # A283QXJ1JFKNJ HONEYWELL HRF-A300 AIR PURI	02/07/2022	02/18/2022	0.00	102.43
<a href="#">1XDX-P13C-1JYJ</a>	ACCT # A283QXJ1JFKNJ LOGITECH M325 WIRELESS MOUSE	02/01/2022	02/18/2022	0.00	25.98

<b>Vendor Number</b> <a href="#">AMGPRI</a>	<b>Vendor Name</b> AMG PRINTING & MAILING, LLC				<b>Total Vendor Amount</b> 14,434.24
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 4606 N. STAHL PARK, SUITE 106 SAN ANTONIO, Texas 78217-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 14,434.24	
<b>Payable Number</b> <a href="#">114984</a>	<b>Description</b> Voter Supplies/Forms	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 14,434.24

<b>Vendor Number</b> <a href="#">SETFAM</a>	<b>Vendor Name</b> ASCENSION SETON				<b>Total Vendor Amount</b> 65.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P. O. BOX 16144 BELFAST, Maine 04915-4056	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 65.00	
<b>Payable Number</b> <a href="#">547964C8363_1</a>	<b>Description</b> RODRIGUEZ, MARIO, 807912 12/08/21	<b>Payable Date</b> 01/03/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 65.00

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">CALTAX</a>	CALDWELL COUNTY TAX ASSESSOR				52.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1088154 2022</a>	VIN # ENDS W/6205 COUNTY AGENT	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1088159 2022</a>	VIN # ENDS W/6536 UNIT ROAD	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1285516 2022</a>	VIN # ENDS W/0626 JUV PROB	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1285539 2022</a>	VIN # ENDS W/8404 UNIT ROAD	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1285546 2022</a>	VIN # ENDS W/4644 UNIT ROAD	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1342544 2022</a>	VIN # ENDS W/2609 JAIL	01/24/2022	02/18/2022	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747	02/14/2022	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1364041 2022</a>	VIN # ENDS W/3876 CONSTABLE # 2	01/24/2022	02/18/2022	0.00	7.50

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">CARSER</a>	CARD SERVICE CENTER				1,235.47
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 569100 DALLAS, Texas 75356-9100	02/14/2022	1,235.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">12422</a>	ACCT # ENDS W/1237	02/09/2022	02/18/2022	0.00	735.47
<a href="#">498182-01</a>	TEEX TRAINING CODE ENF	01/31/2022	02/18/2022	0.00	500.00

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">CAROHL</a>	CARL R. OHLENDORF INSURANCE				350.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		115 S. MAIN LOCKHART, Texas 78644	02/14/2022	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">18535</a>	POLICY # CALDW01 ACCT CALDW01 MAYRA CASTILLO	01/07/2022	02/18/2022	0.00	350.00

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">CENDIS</a>	CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, INC				570.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		300 CM ALLEN PARKWAY, SUITE 400 SAN MARCOS, Texas 78666-	02/14/2022	570.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">12022</a>	PERIOD: JANUARY 2022	02/08/2022	02/18/2022	0.00	570.00

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

<b>Vendor Number</b> <a href="#">CENREF</a>	<b>Vendor Name</b> CENTRAL TEXAS REFUSE, INC					<b>Total Vendor Amount</b> 467.79
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 18685 AUSTIN, Texas 78760-8685	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 467.79
<b>Payable Number</b> <a href="#">000385924</a>	<b>Description</b> CUST # 001134 1700 FM CR 235 #2720	<b>Payable Date</b> 01/15/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 467.79

<b>Vendor Number</b> <a href="#">CINJOH</a>	<b>Vendor Name</b> CINDY D JOHNSON					<b>Total Vendor Amount</b> 39.78
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>			<b>Payment Amount</b>
<b>Payable Number</b> <a href="#">20722</a>	<b>Description</b> TRAVEL 1/28 & 31/22	<b>Payable Date</b> 02/07/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 39.78

<b>Vendor Number</b> <a href="#">CINTAS</a>	<b>Vendor Name</b> CINTAS CORPORATION #86					<b>Total Vendor Amount</b> 365.29
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 650838 DALLAS, Texas 75265-0838	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 365.29
<b>Payable Number</b> <a href="#">4108206664</a>	<b>Description</b> SOLD TO # 13228013 PAYER # 13242157	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 135.94
<a href="#">4108882202</a>	SOLD TO # 13228085 PAYER # 13242165	01/27/2022	02/18/2022	0.00		93.41
<a href="#">4108882437</a>	SOLD TO # 13228013 PAYER # 13242157	01/27/2022	02/18/2022	0.00		135.94

<b>Vendor Number</b> <a href="#">CINFIR</a>	<b>Vendor Name</b> CINTAS FAS LOCKBOX 636525					<b>Total Vendor Amount</b> 203.04
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 631025 CINCINNATI, Ohio 45263-1025	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 203.04
<b>Payable Number</b> <a href="#">5083110488</a>	<b>Description</b> CUST # 10344330 PAYER # 10344330	<b>Payable Date</b> 11/08/2021	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 203.04

<b>Vendor Number</b> <a href="#">CITLOC</a>	<b>Vendor Name</b> CITY OF LOCKHART					<b>Total Vendor Amount</b> 956.17
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 239 LOCKHART, Texas 78644	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 956.17
<b>Payable Number</b> <a href="#">ASL 22-005</a>	<b>Description</b> LEASE PAYMENT #125	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 956.17

<b>Vendor Number</b> <a href="#">CLIMCC</a>	<b>Vendor Name</b> CLIFFORD W. MCCORMACK					<b>Total Vendor Amount</b> 1,455.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> ATTORNEY AT LAW 174 S. GUADALUPE, SUITE 106 SAN MARCOS, Texas 78666	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 1,455.00
<b>Payable Number</b> <a href="#">21-041</a>	<b>Description</b> CAUSE # 21-041 GARY HAYNES	<b>Payable Date</b> 02/04/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 1,005.00
<a href="#">21-107</a>	CAUSE # 21-107 GAYLAND MITCHEL	02/04/2022	02/18/2022	0.00		450.00

<b>Vendor Number</b> <a href="#">COLWIS</a>	<b>Vendor Name</b> COLIN WISE					<b>Total Vendor Amount</b> 700.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1921 CORPORATE DR., SUITE 102 SAN MARCOS, Texas 78666	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 700.00
<b>Payable Number</b> <a href="#">48078</a>	<b>Description</b> CAUSE # 48078 ERIC MONROE	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 700.00

Payment Register

APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

<b>Vendor Number</b> <a href="#">COLMAT</a>	<b>Vendor Name</b> COLORADO MATERIALS, LTD.				<b>Total Vendor Amount</b> 35,512.37
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 2109 SAN MARCOS, Texas 78667-2109	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 35,512.37

<b>Payable Number</b> <a href="#">330470</a>	<b>Description</b> CUST# 140S 1.31.22	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 35,512.37
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<b>Vendor Number</b> <a href="#">CONONE</a>	<b>Vendor Name</b> CONVERGEONE, INC				<b>Total Vendor Amount</b> 1,689.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> NW 5806 P.O. BOX 1450 MINNEAPOLIS, New Mexico 55485-5806	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 1,689.00

<b>Payable Number</b> <a href="#">PS197212</a>	<b>Description</b> Cust ID CALCOU0002	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,689.00
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<b>Vendor Number</b> <a href="#">COOEQU</a>	<b>Vendor Name</b> COOPER EQUIPMENT CO.				<b>Total Vendor Amount</b> 311,506.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 5210 N. LOOP 1604 E. SAN ANTONIO, Texas 78247-	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 311,506.00

<b>Payable Number</b> <a href="#">EG00157</a>	<b>Description</b> Cooper Equipment Co Chipsreader	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 311,506.00
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<b>Vendor Number</b> <a href="#">COTSAF</a>	<b>Vendor Name</b> COTHRON'S SAFE & LOCK				<b>Total Vendor Amount</b> 634.50
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 8120 EXCHANGE DR., STE 100 AUSTIN, Texas 78754-	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 634.50

<b>Payable Number</b> <a href="#">1267249</a>	<b>Description</b> CUST # CALD119 SERVICE CALL 110 S. MAIN	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 427.50
<a href="#">1267415</a>	CUST # CALD119 SERVICE CALL 1403 BLACK JACK ST	01/11/2022	02/18/2022	0.00	157.50
<a href="#">T200-161320</a>	ACCT # CALD119 FALCON/BEST DUPLICATE KEY	02/02/2022	02/18/2022	0.00	49.50

<b>Vendor Number</b> <a href="#">DANMCC</a>	<b>Vendor Name</b> DAN MCCORMACK				<b>Total Vendor Amount</b> 350.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 174 S. GUADALUPE SUITE 106 SAN MARCOS, Texas 78666	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 350.00

<b>Payable Number</b> <a href="#">2847-21CC</a>	<b>Description</b> CAUSE # 2847-21CC A.J.	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 350.00
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<b>Vendor Number</b> <a href="#">DARLAW</a>	<b>Vendor Name</b> DARLA LAW				<b>Total Vendor Amount</b> 218.79
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>		<b>Payment Amount</b>

<b>Payable Number</b> <a href="#">20722</a>	<b>Description</b> MILEAGE FOR JAN 2022	<b>Payable Date</b> 02/07/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 218.79
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<b>Vendor Number</b> <a href="#">DAVBRO</a>	<b>Vendor Name</b> DAVID BROOKS, ATTORNEY AT LAW				<b>Total Vendor Amount</b> 100.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 12303 CAPITOL STATION AUSTIN, Texas 78711	<b>Payment Date</b> 02/14/2022		<b>Payment Amount</b> 100.00

<b>Payable Number</b> <a href="#">1302022</a>	<b>Description</b> MONTH OF JANUARY 2022	<b>Payable Date</b> 01/30/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 100.00
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APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">DAWMER</a>	DAWN T. MEREDITH				610.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O BOX 150129 AUSTIN, Texas 78715-	02/14/2022	610.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">48576</a>	CAUSE # 48576 BRENDA LEE HILL	01/27/2022	02/18/2022	0.00	610.00

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">DEWPOT</a>	DEWITT POTH & SON				20,727.21
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 487 YOAKUM, Texas 77995	02/14/2022	20,727.21	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">664597-1</a>	ACCT # 12430 PAD, JR LEGAL, 5X8, 50SH,WE	12/03/2021	02/18/2022	0.00	34.42
<a href="#">664684-0</a>	ACCT # 12430 CLIPS,PAPER,STANDARD,JUMBO	12/03/2021	02/18/2022	0.00	31.83
<a href="#">665067-0</a>	Acct # 12430	12/05/2021	02/18/2022	0.00	9,810.00
<a href="#">668376-0</a>	Acct # 12430	01/10/2022	02/18/2022	0.00	9,810.00
<a href="#">669608-0</a>	BRIEFCASE, 15.6, GRAY	01/20/2022	02/18/2022	0.00	277.89
<a href="#">670117-0</a>	ACCT # 12430 BOX, 5 STORAGE, MED, 12PK, WE	01/25/2022	02/18/2022	0.00	171.24
<a href="#">670126-0</a>	ACCT # 12430 RULER, WOOD, TWO-SIDED, 12"	01/24/2022	02/18/2022	0.00	0.76
<a href="#">670332-0</a>	ACCT # 12430 SPOTPAPER - LETTER	01/26/2022	02/18/2022	0.00	42.75
<a href="#">670631-0</a>	ACCT # 12430 SCANNER, DRC 225II	02/02/2022	02/18/2022	0.00	446.76
<a href="#">670837-0</a>	ACCT # 12430 TISSUE, FACIAL, ANTI-VIRAL	02/01/2022	02/18/2022	0.00	86.84
<a href="#">670904-0</a>	ACCT # 12430 CRTDG, INK, HP962XL,BK	02/02/2022	02/18/2022	0.00	80.16
<a href="#">C 670117-0</a>	ACCT # 12430 PEN, GEL, INK JOY, 0.7,AST, 14PK	01/27/2022	01/27/2022	0.00	-65.44

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">DOUASS</a>	DOUCET & ASSOCIATES, INC				5,044.60
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	02/14/2022	5,044.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">2201041</a>	Harwood Rd engineering fees thru 1.23.2022	01/28/2022	02/18/2022	0.00	5,044.60

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">RHYTEC</a>	EARNEST W. RHYAN III				16,630.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		Far West Capital FBO Rhyan Technology Servicesm LLC P.O. Box 184 Dept. 150 Houston, Texas 77001-0184	02/14/2022	16,630.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">3521</a>	Rhyan Technology Services LLC	11/15/2021	02/18/2022	0.00	16,630.25

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">ENTFMT</a>	ENTERPRISE FM TRUST				39,950.65
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 800089 KANSAS CITY, Missouri 64180-0089	02/14/2022	39,950.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">2692</a>	Cust # 588175A Feb 2022	02/04/2022	02/18/2022	0.00	39,950.65

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">FARBRO</a>	FARMER BROTHERS. CO.				788.80
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 732855 DALLAS, Texas 75373-2855	02/14/2022	788.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">93460500</a>	Farmers Blanket PO for FY 2021-2022	01/31/2022	02/18/2022	0.00	788.80

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<b>Vendor Number</b> <a href="#">FERIOS</a>	<b>Vendor Name</b> FERRIS JOSEPH PRODUCE, INC.				<b>Total Vendor Amount</b> 799.50
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 113 BUFKIN LN LOCKHART, Texas 78644	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 799.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">119699</a>	Ferris Joseph Blanket PO for FY 21-22	01/20/2022	02/18/2022	0.00	33.25
<a href="#">119704</a>	Ferris Joseph Blanket PO for FY 21-22	01/21/2022	02/18/2022	0.00	156.00
<a href="#">119754</a>	Ferris Joseph Blanket PO for FY 21-22	01/22/2022	02/18/2022	0.00	71.50
<a href="#">119758</a>	Ferris Joseph Blanket PO for FY 21-22	01/24/2022	02/18/2022	0.00	65.50
<a href="#">119776</a>	Ferris Joseph Blanket PO for FY 21-22 1.25.22	01/25/2022	02/18/2022	0.00	24.50
<a href="#">119794</a>	Ferris Joseph Blanket PO for FY 21-22 1.27.22	01/27/2022	02/18/2022	0.00	32.25
<a href="#">119798</a>	Ferris Joseph Blanket PO for FY 21-22 1.28.22	01/28/2022	02/18/2022	0.00	255.00
<a href="#">119859</a>	Ferris Joseph Blanket PO for FY 21-22 1.31.22	01/31/2022	02/18/2022	0.00	66.50
<a href="#">119870</a>	Ferris Joseph Blanket PO for FY 21-22 2.1.22	02/01/2022	02/18/2022	0.00	70.50
<a href="#">119879</a>	Ferris Joseph Blanket PO for FY 21-22 2.2.22	02/02/2022	02/18/2022	0.00	24.50

<b>Vendor Number</b> <a href="#">FIRTRO</a>	<b>Vendor Name</b> FIRETROL PROTECTION SYSTEMS, INC.				<b>Total Vendor Amount</b> 6,006.86
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 4616 W. HOWARD LANE #7-700 AUSTIN, Texas 78728-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 6,006.86	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">100766159</a>	Cust # 4700021	01/31/2022	02/18/2022	0.00	6,006.86

<b>Vendor Number</b> <a href="#">FIRNET</a>	<b>Vendor Name</b> FIRST NET BUILT WITH AT&T				<b>Total Vendor Amount</b> 3,198.27
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 6463 CAROL STREAM, Illinois 60197-6463	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 3,198.27	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">287301244412X02032022</a>	ACCT# 287301244412 12.26 - 01.25	01/25/2022	02/18/2022	0.00	3,198.27

<b>Vendor Number</b> <a href="#">BUTBAK</a>	<b>Vendor Name</b> FLOWERS BAKING CO. OF SAN ANTONIO				<b>Total Vendor Amount</b> 880.68
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 841940 DALLAS, Texas 75284	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 880.68	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">3038388028</a>	Cust # 0040078309	01/24/2022	02/18/2022	0.00	366.44
<a href="#">3038388140</a>	Cust # 0040078309	01/31/2022	02/18/2022	0.00	514.24

<b>Vendor Number</b> <a href="#">GLEGRU</a>	<b>Vendor Name</b> GLEN A. GRUNBERGER				<b>Total Vendor Amount</b> 3,361.48
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 9901 BRODIE LN # 160-257 AUSTIN, Texas 78748-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 3,361.48	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">20-FL-086_4</a>	CAUSE # 20-FL-086 J.Y / J.A.Y.	02/08/2022	02/18/2022	0.00	3,361.48

<b>Vendor Number</b> <a href="#">GRAING</a>	<b>Vendor Name</b> GRAINGER				<b>Total Vendor Amount</b> 334.29
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> DEPT-841505548 PO BOX 419267 KANSAS CITY, Missouri 64141-6267	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 334.29	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">9176206150</a>	ACCT # 841505548 HI-VIS BOMBER JACKET, INSLTD, LI	01/12/2022	02/18/2022	0.00	334.29

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">GHSLTD</a>	GRAVES, HUMPHRIES, STAHL, LTD					4,873.56
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		GHS, LTD 1101 ENTERPRISE DRIVE SULPHUR SPRINGS, Texas 75482		02/14/2022		4,873.56
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2082022</a>	SERVICE FOR JAN 2022	02/08/2022	02/18/2022	0.00		4,873.56
<a href="#">H.SSER</a>	H.S. SERVICES					4,000.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1320 BLACK JACK LOCKHART, Texas 78644-		02/14/2022		4,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">76975</a>	Repair tailgate latch & side of dump truck	01/21/2022	02/08/2022	0.00		4,000.00
<a href="#">HANEQU</a>	HANSON EQUIPMENT					152.71
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		DOUGLAS D. SPILLMANN 1412 S. COLORADO LOCKHART, Texas 78644		02/14/2022		152.71
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">291100</a>	MALE TUBING A4 39"	01/26/2022	02/18/2022	0.00		152.71
<a href="#">HAMCOL</a>	HIT PORTFOLIO II TRS HOLDCO, LLC					1,805.70
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		320 TEXAS AVE. COLLEGE STATION, Texas 77840-		02/14/2022		361.14
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">88333442_HH</a>	HOPPY HADEN 2/21 - 24/22	12/28/2021	02/18/2022	0.00		361.14
Check		320 TEXAS AVE. COLLEGE STATION, Texas 77840-		02/14/2022		361.14
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">CONF # 88333442</a>	JOE ROLAND 2/21 - 24/22	12/28/2022	12/28/2022	0.00		361.14
Check		320 TEXAS AVE. COLLEGE STATION, Texas 77840-		02/14/2022		361.14
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">CONF # 88333442_BS</a>	BARBARA SHELTON 2/21 - 24/22	12/28/2021	02/18/2022	0.00		361.14
Check		320 TEXAS AVE. COLLEGE STATION, Texas 77840-		02/14/2022		361.14
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">CONF # 88333442_BW</a>	BJ WESTMORELAND 2/21 - 24/22	12/28/2021	02/18/2022	0.00		361.14
Check		320 TEXAS AVE. COLLEGE STATION, Texas 77840-		02/14/2022		361.14
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">CONF # 88333442_ET</a>	ED THERIOT 2/21 - 24/22	12/28/2021	02/18/2022	0.00		361.14
<a href="#">HOFMANN'S SUPPLY</a>	HOFMANN'S SUPPLY					121.64
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		440 S. GUADALUPE SAN MARCOS, Texas 78666		02/14/2022		121.64
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">CRO1220071</a>	CUST # 1734 ACYSM-L	01/31/2022	02/18/2022	0.00		119.84
<a href="#">SC22010031</a>	CUST # 1734 SERVICE CHARGE	01/31/2022	02/18/2022	0.00		1.80

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<b>Vendor Number</b> <a href="#">HOLBUR</a>	<b>Vendor Name</b> HOLLIS WILBURN BURKLUND					<b>Total Vendor Amount</b> 300.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 403 W. SAN ANTONIO LOCKHART, Texas 78644	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 300.00		
<b>Payable Number</b> <a href="#">2786-19CC_2</a>	<b>Description</b> CAUSE # 2786-19CC J.J.P.	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 300.00	

<b>Vendor Number</b> <a href="#">I-CON</a>	<b>Vendor Name</b> I-CON SYSTEMS, INC					<b>Total Vendor Amount</b> 472.90
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 3100 CAMP ROAD OVIEDO, Florida 32765-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 472.90		
<b>Payable Number</b> <a href="#">SI000121</a>	<b>Description</b> CUST ID: CS000835	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 472.90	

<b>Vendor Number</b> <a href="#">IMATEK</a>	<b>Vendor Name</b> IMAGE-TEK, INC.					<b>Total Vendor Amount</b> 2,175.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1400 WASHINGTON AVENUE WACO, Texas 76701	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 2,175.00		
<b>Payable Number</b> <a href="#">3013</a>	<b>Description</b> Image Tek Annual Maintenance	<b>Payable Date</b> 10/01/2021	<b>Due Date</b> 12/14/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,175.00	

<b>Vendor Number</b> <a href="#">JANMUS</a>	<b>Vendor Name</b> JAN FORD MUSTIN PH.D, P.C.					<b>Total Vendor Amount</b> 295.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 4407 BEE CAVE RD., BLDG 4, SUITE 411 AUSTIN, Texas 78746-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 295.00		
<b>Payable Number</b> <a href="#">722</a>	<b>Description</b> TCOLE PSYCHOLOGICAL - O'NEIL, JOSH	<b>Payable Date</b> 12/28/2021	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 295.00	

<b>Vendor Number</b> <a href="#">FARPLA</a>	<b>Vendor Name</b> JOHN DEERE FINANCIAL					<b>Total Vendor Amount</b> 272.85
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 650215 DALLAS, Texas 75265-0215	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 272.85		
<b>Payable Number</b> <a href="#">2201-166731</a>	<b>Description</b> ACCT # 1-99 RED MULCH 2 CUFT	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 164.50	
<b>Payable Number</b> <a href="#">2202-171648</a>	<b>Description</b> ACCT # 1-99 ACE WATER 16.9 OZ 24 PK	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 59.81	
<b>Payable Number</b> <a href="#">2202-176998</a>	<b>Description</b> ACCT # 1-99 OIL LIG WRENCH 4 OZ	<b>Payable Date</b> 02/08/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 48.54	

<b>Vendor Number</b> <a href="#">BARWRE</a>	<b>Vendor Name</b> JOHN L. BARRON SR.					<b>Total Vendor Amount</b> 325.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1400 S. COMMERCE ST. LOCKHART, Texas 78644-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 325.00		
<b>Payable Number</b> <a href="#">17588</a>	<b>Description</b> 2017 FORD EXP WHITE LICENSE # 1342548	<b>Payable Date</b> 12/05/2021	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 325.00	

<b>Vendor Number</b> <a href="#">JONCRA</a>	<b>Vendor Name</b>					<b>Total Vendor Amount</b> 90.97
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1204 REED DR LOCKHART, Texas 78644-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 90.97		
<b>Payable Number</b> <a href="#">12422</a>	<b>Description</b> FIREARM EQUIPMENT FROM LIVENGOD GUNS	<b>Payable Date</b> 01/24/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 90.97	

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<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">LEGTRI</a>	LEGENDS TRI-COUNTY FUNERAL SERVICES	345.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		101-B CENTERPOINT RD SAN MARCOS, Texas 78666-	02/14/2022	345.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">2022/WH/1/25</a>	HALE, WALTER - TRANSPORT DATE 1/25/22	01/31/2022	02/18/2022	0.00	345.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">TRUCIT</a>	LEIF JOHNSON FORD TRUCK CITY	2,016.33

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		15301 SOUTH I 35 BOX 27 BUDA, Texas 78610	02/14/2022	2,016.33

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">792546</a>	Service Order for maintenance truck	01/31/2022	02/18/2022	0.00	2,016.33

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">LEXRIS</a>	LEXISNEXIS RISK DATA MANAGEMENT	50.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		28330 NETWORK PLACE CHICAGO, Illinois 60673-1283	02/14/2022	50.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">1623451-20220131</a>	BILLING ID: 1623451 JANUARY 2022	01/31/2022	02/18/2022	0.00	50.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">LOCTRU</a>	LOCKHART HARDWARE	961.50

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		518 W SAN ANTONIO LOCKHART, Texas 78644-	02/14/2022	961.50

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">39830 /1</a>	CUST # 11239 SLYDE KING 2K	12/16/2021	02/18/2022	0.00	124.95
<a href="#">40152 /1</a>	CUST # 11239 INFRARED HEATHER BLK	01/20/2022	02/18/2022	0.00	49.99
<a href="#">40190 /1</a>	CUST # 11239 CONTRACTOR SHIMS 12" 42PK	01/26/2022	02/18/2022	0.00	16.18
<a href="#">40195 /1</a>	CUST # 11239 SECURITY BIT SET 31PC	01/26/2022	02/18/2022	0.00	74.14
<a href="#">40196 /1</a>	CUST # 11239 DECK SCREW PP #9 X 2 -1/4"	01/26/2022	02/18/2022	0.00	52.58
<a href="#">40197 /1</a>	CUST # 11239 WIRE ROPE CLIP 1/4" GALV	01/26/2022	02/18/2022	0.00	11.12
<a href="#">40205 /1</a>	CUST # 11239 ANGLE VALVE 1/2 X 3/8" COM	01/27/2022	02/18/2022	0.00	12.99
<a href="#">40209 /1</a>	CUST # 11239 DIABLO RECIP SWBLD 9" 3T	01/27/2022	02/18/2022	0.00	84.14
<a href="#">40210 /1</a>	CUST # 11239 ACE GLOVES LEATHER XL	01/27/2022	02/18/2022	0.00	48.98
<a href="#">40219 /1</a>	CUST # 11239 CEILING FXTRE WHT 8.75" H	01/28/2022	02/18/2022	0.00	32.37
<a href="#">40228 /1</a>	CUST # 11239 MECH SET SAE 1/4 DV 24 PC	01/28/2022	02/18/2022	0.00	44.90
<a href="#">40257 /1</a>	CUST # 11239 3/8 CDX PINE PLYWOOD	02/01/2022	02/18/2022	0.00	162.45
<a href="#">40275 /1</a>	CUST # 11239 SOFTLENS 250 W CLR HEAT 2 PK	02/02/2022	02/18/2022	0.00	47.97
<a href="#">40291 /1</a>	CUST # 11239 TARP YARD 8'2" X 8'2" GRN	02/02/2022	02/18/2022	0.00	30.17
<a href="#">40292 /1</a>	CUST # 11239 CHAINSAW CHAIN 55 LNK 16"	02/02/2022	02/18/2022	0.00	39.98
<a href="#">40331 /1</a>	CUST # 11239 DECK SCREW PP # 8X1-1/4"	02/07/2022	02/18/2022	0.00	76.48
<a href="#">40365 /1</a>	CUST # 11239 CLAMP 1-5/16 TO 2-1/4"SS	02/09/2022	02/18/2022	0.00	52.11

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">LOCPOS</a>	LOCKHART POST REGISTER	860.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		111 S CHURCH LOCKHART, Texas 78644	02/14/2022	344.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">00092915</a>	NOTICE OF PRECINCT BOUNDARY CHANGES	01/06/2022	02/18/2022	0.00	344.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		111 S CHURCH LOCKHART, Texas 78644	02/14/2022	516.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">92385</a>	NOTICE OF ELECTION	11/30/2021	02/18/2022	0.00	516.00

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">JCOJAN</a>	M.B. HAMMO ENTERPRISES, LLC					1,714.89
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		101 UHLAND RD. BLDG. C SAN MARCOS, Texas 78666	02/14/2022	1,714.89		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10647</a>	J-COJAN Janitorial Supply	01/19/2022	02/18/2022	0.00	1,050.58	
<a href="#">10696</a>	BLANKET PO 2.2.22	02/02/2022	02/18/2022	0.00	664.31	
<a href="#">MCCFUN</a>	MCCURDY FUNERAL HOME					650.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		105 EAST PECAN STREET LOCKHART, Texas 78644	02/14/2022	650.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">D WINDHAM 1.27.22</a>	DENNIS WINDHAM	01/27/2022	02/18/2022	0.00	650.00	
<a href="#">NETDAT</a>	NET DATA					360.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		1110 ENTERPRISE DRIVE SULPHUR SPRINGS, Texas 75482-	02/14/2022	360.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">20822</a>	SERVICE: JAN 2022	02/08/2022	02/18/2022	0.00	360.00	
<a href="#">OFFIDE</a>	OFFICE DEPOT					196.71
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		PO BOX 660113 DALLAS, Texas 75266-0113	02/14/2022	196.71		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">223289058001</a>	ACCT # 43682634 ENVELOPE, WINDOW, # 10, 24 LB	01/28/2022	02/18/2022	0.00	77.18	
<a href="#">223292448001</a>	ACCT # 43682634 MOISTENER, ENVELOPE	01/31/2022	02/18/2022	0.00	6.90	
<a href="#">224088095001</a>	ACCT # 43682634 HOLDER, BADGE, GVT/MLTR,H	02/01/2022	02/18/2022	0.00	44.98	
<a href="#">224094066001</a>	ACCT # 43682634 LABEL, U, FILE, WHT, 75OCT	01/31/2022	02/18/2022	0.00	67.65	
<a href="#">ORKIN</a>	ORKIN - AUSTIN COMMERCIAL					299.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		5810 TRADE CENTER DR, STE 300 BLDG 1 AUSTIN, Texas 78744-1365	02/14/2022	299.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">223942777</a>	ACCT# 29121597 FEB 2022	02/01/2022	02/18/2022	0.00	299.00	
<a href="#">OVEHOT</a>	OVERTON HOTEL AND CONFERENCE CENTER					331.20
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		2322 MAC DAVIS LANE LUBBOCK, Texas 79401-	02/14/2022	331.20		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CONF # L7T5TYJ1P6</a>	HOPKINS HADEN 3/8 - 11/22	02/02/2022	02/18/2022	0.00	331.20	
<a href="#">PATMAR</a>	PATHMARK TRAFFIC PROD. OF TX INC					124.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		P.O. BOX 1066 SAN MARCOS, Texas 78667	02/14/2022	124.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">11905</a>	12" X 18" .080 HI WHITE/RED NO PARKING	02/01/2022	02/18/2022	0.00	124.00	

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

<b>Vendor Number</b> <a href="#">PFGTEM</a>	<b>Vendor Name</b> PERFORMANCE FOODSERVICE - TEMPLE					<b>Total Vendor Amount</b> 5,414.31
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 208391 DALLAS, Texas 75320-8391	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 5,414.31
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">1485967</a>	Cust # 435577	01/20/2022	02/18/2022	0.00	942.05	
<a href="#">1488798</a>	Cust # 435577	01/24/2022	02/18/2022	0.00	1,135.58	
<a href="#">1492457</a>	Cust # 435577	01/27/2022	02/18/2022	0.00	1,823.05	
<a href="#">1495203</a>	Cust # 435577	01/31/2022	02/18/2022	0.00	1,513.63	

<b>Vendor Number</b> <a href="#">PETREE</a>	<b>Vendor Name</b> PETER DAVID REED					<b>Total Vendor Amount</b> 975.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1905 PERISHING DR., UNIT # A AUSTIN, Texas 78723-	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 975.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">18-155</a>	CAUSE # 18-155 LALO MALDONADO	02/04/2022	02/18/2022	0.00	975.00	

<b>Vendor Number</b> <a href="#">PHITUR</a>	<b>Vendor Name</b> PHILLIP G TURNER					<b>Total Vendor Amount</b> 2,715.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 701 TILLERY STREET # 12 AUSTIN, Texas 78702-	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 2,715.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">18-276</a>	CAUSE # 18-276 ROY ANGEL ALMAGUER	02/02/2022	02/18/2022	0.00	855.00	
<a href="#">21-016</a>	CAUSE # 21-016 BRETT LANE POWELL	01/31/2022	02/18/2022	0.00	1,005.00	
<a href="#">21-135</a>	CAUSE # 21-135 SAMUEL GLASER	02/04/2022	02/18/2022	0.00	855.00	

<b>Vendor Number</b> <a href="#">PRISOL</a>	<b>Vendor Name</b> PRINTING SOLUTIONS					<b>Total Vendor Amount</b> 57.60
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 113 E. SAN ANTONIO ST LOCKHART, Texas 78644	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 57.60
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">101542</a>	RUBBER STAMPS 2 1X2.5	01/25/2022	02/18/2022	0.00	57.60	

<b>Vendor Number</b> <a href="#">QUALEA</a>	<b>Vendor Name</b> QUADIENT LEASING USA, INC					<b>Total Vendor Amount</b> 468.30
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 123682, DEPT 3682 DALLAS, Texas 75312-3682	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 468.30
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">N9196647</a>	Cust# 01054254 Elections Postage 10.28 - 1.27	12/27/2021	02/18/2022	0.00	468.30	

<b>Vendor Number</b> <a href="#">QUAINC</a>	<b>Vendor Name</b> QUADIENT, INC					<b>Total Vendor Amount</b> 129.05
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> DEPT 3689 PO BOX 123689 DALLAS, Texas 75312-3689	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 129.05
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">16597098</a>	ACCT # 8038549 IX-3-5-7 SERIES STD INK	01/26/2022	02/18/2022	0.00	129.05	

<b>Vendor Number</b> <a href="#">QUICOR</a>	<b>Vendor Name</b> QUILL CORPORATION					<b>Total Vendor Amount</b> 69.99
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 37600 PHILADELPHIA, Pennsylvania 19101-0600	<b>Payment Date</b> 02/14/2022			<b>Payment Amount</b> 69.99
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">22417367</a>	ACCT # 4881802 QUILL PLUS RENEWAL - QPL1	01/19/2022	02/18/2022	0.00	69.99	

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

<b>Vendor Number</b> <a href="#">RAYDEL</a>	<b>Vendor Name</b> RAYMOND DELEON				<b>Total Vendor Amount</b> 194.22
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b>	<b>Payment Amount</b>

<b>Payable Number</b> <a href="#">2042022</a>	<b>Description</b> TRAINING - 1/30 - 2/02/22	<b>Payable Date</b> 02/04/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 194.22
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<b>Vendor Number</b> <a href="#">RDOEQU</a>	<b>Vendor Name</b> RDO EQUIPMENT CO.				<b>Total Vendor Amount</b> 631.87
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 631.87

<b>Payable Number</b> <a href="#">P5264623</a>	<b>Description</b> ACCT # 7269004 FILTER KIT	<b>Payable Date</b> 02/08/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 256.72
<a href="#">P5264723</a>	ACCT # 7269004 PULLEY	02/08/2022	02/18/2022	0.00	375.15

<b>Vendor Number</b> <a href="#">LEXINE</a>	<b>Vendor Name</b> RELX INC. DBA LEXISNEXIS				<b>Total Vendor Amount</b> 495.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 430.00

<b>Payable Number</b> <a href="#">3093692262</a>	<b>Description</b> Acct # 422NHLBG4 January 2022	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 430.00
Check	P.O. Box 733106 Dallas, Texas 75373-3106			02/14/2022	65.00

<b>Payable Number</b> <a href="#">3093699127</a>	<b>Description</b> Acct # 422MKTQ29 January 2022	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 65.00
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<b>Vendor Number</b> <a href="#">ROBHAE</a>	<b>Vendor Name</b> ROBERT A HAEDGE				<b>Total Vendor Amount</b> 1,510.50
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 1,510.50

<b>Payable Number</b> <a href="#">47928</a>	<b>Description</b> CAUSE #47928 / 48307 LUIS MALDONADO SR.	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,510.50
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<b>Vendor Number</b> <a href="#">SCHSON</a>	<b>Vendor Name</b> SCHMIDT & SONS, INC				<b>Total Vendor Amount</b> 15,689.11
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 15,689.11

<b>Payable Number</b> <a href="#">0490031-IN</a>	<b>Description</b> CUST# 05-CALDCO ORDER# 0490031	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 13,601.11
<a href="#">0490495-IN</a>	CUST# 05-CALDCO, ORDER# 0490495 2.3.22	02/07/2022	02/18/2022	0.00	2,088.00

<b>Vendor Number</b> <a href="#">REDAUT</a>	<b>Vendor Name</b> SEAN MATTHEW MANN				<b>Total Vendor Amount</b> 1,663.28
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b>		<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 1,663.28

<b>Payable Number</b> <a href="#">136639</a>	<b>Description</b> ACCT # 6000 NAPA FRONT BRAKE PADS	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 341.93
<a href="#">136846</a>	ACCT # 2010 AIR FILTER	02/01/2022	02/18/2022	0.00	416.07
<a href="#">137033</a>	ACCT # 2010 BINDER TOW CHAIN	02/07/2022	02/18/2022	0.00	452.64
<a href="#">137034</a>	ACCT # 2010 BINDER TOW CHAIN GRADE	02/07/2022	02/18/2022	0.00	452.64

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[SMISUP](#) SMITH SUPPLY CO.- LOCKHART 221.70

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check 1830 S. COLORADO LOCKHART, Texas 78644 02/14/2022 221.70

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">922225</a>	HAND WINCH 1400 LB DL-1402A	01/28/2022	02/18/2022	0.00	91.45
<a href="#">922240</a>	RATCHET TIE 2 X 27"/JHK	01/28/2022	02/18/2022	0.00	65.85
<a href="#">922727</a>	BLACK PVC BOOTS SZ 12	02/02/2022	02/18/2022	0.00	29.95
<a href="#">923111</a>	EXTINGUISH PLUS FIRE ANT KILL	02/07/2022	02/18/2022	0.00	34.45

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[SMILUL](#) SMITH SUPPLY CO.-LULING 86.75

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check 1150 N. MAGNOLIA-N. 183 LULING, Texas 78648 02/14/2022 86.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">96897</a>	HEAT LAMP RED 250W/120V	02/01/2022	02/18/2022	0.00	39.85
<a href="#">96926</a>	CHAIN 5/16 ZP PC 0140S23	02/02/2022	02/18/2022	0.00	46.90

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[STCICA](#) SOUTH TEXAS COUNTY JUDGES' & COMM. ASSC 300.00

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check 402 W 12TH STREET AUSTIN, Texas 78701- 02/14/2022 300.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">2022</a>	2022 ANNUAL MEMBERSHIP DUES	02/08/2022	02/18/2022	0.00	300.00

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[SOUHEA](#) SOUTHERN HEALTH PARTNERS, INC. 46,915.00

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check 2030 HAMILTON PLACE BLVD., STE 140 CHATTANOOGA, Tennessee 37421- 02/14/2022 46,915.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">BASE43594</a>	Southern Health Partners MARCH 2022	02/02/2022	02/18/2022	0.00	46,915.00

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[TEXACC](#) STATE COMPTROLLER 100.00

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check TEXAS COMPTROLLER OF PUBLIC ACCOUNTS P.O. BOX 13186 AUSTIN, Texas 78711- 02/14/2022 100.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">2042022</a>	ACCT # C0280 TEXAS SMARTBUY MEMBERSHIP	02/04/2022	02/18/2022	0.00	100.00

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[STELOC](#) STEELE CJDR LOCKHART LLC 186.95

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check 2000 S. COLORADO LOCKHART, Texas 78644- 02/14/2022 186.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">55937</a>	CUST # 10540 TAG # T4576 ELECTRICAL	01/20/2022	02/18/2022	0.00	186.95

**Vendor Number** **Vendor Name** **Total Vendor Amount**  
[SUPEDI](#) SUPERIOR DISPOSAL, LLC 625.00

**Payment Type** **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**  
 Check PO BOX 2120 SAN MARCOS, Texas 78667- 02/14/2022 625.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">26201</a>	Acct # 01-5685 2	01/31/2022	02/18/2022	0.00	625.00

**Payment Register**

<b>Vendor Number</b> <u>SWAGIT</u>	<b>Vendor Name</b> SWAGIT PRODUCTIONS, LLC		<b>Total Vendor Amount</b> 783.00
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 12801 NORTH CENTRAL EXPRESSWAY SUITE 900 DALLAS, Texas 75243-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 783.00
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<b>Payable Number</b> <u>19666</u>	<b>Description</b> ACCT# 2K130701CC SERVICES JAN 2022	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 783.00
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<b>Vendor Number</b> <u>SYSCO</u>	<b>Vendor Name</b> SYSCO CENTRAL TEXAS, INC		<b>Total Vendor Amount</b> 7,625.26
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1260 SCHWAB ROAD NEW BRAUNFELS, Texas 78132-5155	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 7,625.26
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<b>Payable Number</b> <u>513795836 C</u>	<b>Description</b> ACCT # 5495802 ORIGINAL INV DATED 10/08/21	<b>Payable Date</b> 12/15/2021	<b>Due Date</b> 12/15/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> -34.72
<u>613089946</u>	Cust # 043430	01/19/2022	02/18/2022	0.00	180.16
<u>613089947</u>	Cust # 043430	01/19/2022	02/18/2022	0.00	1,281.03
<u>613096452-A</u>	Cust # 043430	01/21/2022	02/18/2022	0.00	45.98
<u>613096452-B</u>	Cust # 043430	01/21/2022	02/18/2022	0.00	1,037.76
<u>613109217</u>	Cust # 043430	01/26/2022	02/18/2022	0.00	153.61
<u>613109218</u>	Cust # 043430	01/26/2022	02/18/2022	0.00	1,050.64
<u>613115008</u>	Cust # 043430	01/28/2022	02/18/2022	0.00	34.39
<u>613115009</u>	Cust # 043430	01/28/2022	02/18/2022	0.00	1,537.59
<u>613132263</u>	Cust # 043430	02/02/2022	02/18/2022	0.00	146.88
<u>613132264</u>	Cust # 043430	02/02/2022	02/18/2022	0.00	194.49
<u>613132265</u>	Cust # 043430	02/02/2022	02/18/2022	0.00	1,997.45

<b>Vendor Number</b> <u>TXAGFI</u>	<b>Vendor Name</b> TEXAS AGRICULTURAL FINANCE AUTHORITY		<b>Total Vendor Amount</b> 245.00
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 12099 CAPITAL STATION AUSTIN, Texas 78701	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 245.00
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<b>Payable Number</b> <u>20722</u>	<b>Description</b> REPORTING PERIOD: JANUARY 2022	<b>Payable Date</b> 02/07/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 245.00
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<b>Vendor Number</b> <u>TDCAA</u>	<b>Vendor Name</b> TEXAS DISTRICT & COUNTY ATTORNEYS		<b>Total Vendor Amount</b> 110.00
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> ATTEN: KAYLENE BRADEN SOS W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 55.00
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<b>Payable Number</b> <u>112309</u>	<b>Description</b> ALBERTO LUNA - MEMBERSHIP DUES	<b>Payable Date</b> 02/03/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 55.00
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> ATTEN: KAYLENE BRADEN SOS W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 55.00
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<b>Payable Number</b> <u>129969</u>	<b>Description</b> JAMES O GONZALES MEMBERSHIP	<b>Payable Date</b> 02/03/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 55.00
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<b>Vendor Number</b> <u>JAMCAS</u>	<b>Vendor Name</b> THE CASEY LAW FIRM		<b>Total Vendor Amount</b> 3,505.00
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> JAMES ANDREW CASEY 8705 SHOAL CREEK # 202 AUSTIN, Texas 78757	<b>Payment Date</b> 02/11/2022	<b>Payment Amount</b> 3,505.00
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<b>Payable Number</b> <u>20-296</u>	<b>Description</b> CAUSE # 20-296 / 20-297 AARON MCBETH	<b>Payable Date</b> 02/07/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,505.00
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**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">RICHIC</a>	THE LAW OFFICE OF TREY HICKS, PLLC					450.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		201 S. LAUREL AVE. LULING, Texas 78648	02/14/2022	450.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">46,303</a>	CAUSE # 46,303 JOSE GUADALUPE	01/26/2022	02/18/2022	0.00	450.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">THEMEA</a>	THE MEADOWS CENTER					1,667.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		SYNTHIA TUMA 601 UNIVERSITY DRIVE SAN MARCOS, Texas 78666-	02/14/2022	1,667.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2202001</a>	Contract # TXST-MISC3RD-2022-7381 12/14/21-1/31/22	02/02/2022	02/18/2022	0.00	1,667.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">WESGRO</a>	THOMSON REUTERS - WEST PUBLISHING CORP					1,164.32
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	02/14/2022	470.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">845685326</a>	ACCT # 1004742988 ONLINE/SOFTWARE SUBSCRIPTION CH	01/01/2022	02/18/2022	0.00	470.00	
Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	02/14/2022	376.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">845761853</a>	ACCT # 1004742988 ONLINE/SOFTWARE SUBSCRIPTION	02/01/2022	02/18/2022	0.00	376.00	
Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	02/14/2022	228.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">845769462</a>	ACCT # 1000732986 ONLINE/SOFTWARE CHARGES	02/01/2022	02/18/2022	0.00	228.00	
Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	02/14/2022	90.32		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">845878581</a>	ACCT # 1000732986 LIBRARY PLAN CHARGES	02/04/2022	02/18/2022	0.00	90.32	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">TRARIS</a>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, I					312.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		P.O. BOX 209047 DALLAS, Texas 75320-9047	02/14/2022	312.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">234599-202201-1</a>	ACCT ID: 234599 BILLING PERIOD: JAN 2022	02/01/2022	02/18/2022	0.00	75.00	
<a href="#">245302-202201-1</a>	ACCT ID: 245302 BILLING PERIOD: JAN 2022	02/01/2022	02/18/2022	0.00	237.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">UNIFIR</a>	UNIFIRST CORPORATION					117.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Remittance Address</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		ATTENTION: ACCTS. RECEIVABLE 6000 BOLM ROAD AUSTIN, Texas 78721	02/14/2022	117.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">822 2481923</a>	Cust # 222727	01/21/2022	02/18/2022	0.00	58.50	
<a href="#">822 2483634</a>	Cust # 222727	01/28/2022	02/18/2022	0.00	58.50	

**Payment Register**

**APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS**

<b>Vendor Number</b> <a href="#">VICBRO</a>	<b>Vendor Name</b> VICTOREA D. BROWN				<b>Total Vendor Amount</b> 301.99
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> 1920-A CORPRATE DRIVE SUITE 203 SAN MARCOS, Texas 78666	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 301.99	
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<b>Payable Number</b> <a href="#">2889-22CC</a>	<b>Description</b> CAUSE # 2889-22CC A.E.	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 301.99
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<b>Vendor Number</b> <a href="#">WILEQU</a>	<b>Vendor Name</b> WILLIAMSON COUNTY EQUIPMENT CO., INC.				<b>Total Vendor Amount</b> 5,029.38
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> P.O. BOX 950 TAYLOR, Texas 76574-	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 5,029.38	
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<b>Payable Number</b> <a href="#">001-235125</a>	<b>Description</b> DOCUMENT # 001-383492 KEY IGNITION	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 83.71
<a href="#">001-235126</a>	Spare parts for new tractors	02/01/2022	02/18/2022	0.00	4,945.67

<b>Vendor Number</b> <a href="#">WILRIG</a>	<b>Vendor Name</b> WILSON RIGGIN				<b>Total Vendor Amount</b> 269.75
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> LUMBER AND BUILDING HEADQUARTERS P.O. BOX 88 LOCKHART, Texas 78644	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 269.75	
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<b>Payable Number</b> <a href="#">147419</a>	<b>Description</b> 2X4X85 FT	<b>Payable Date</b> 02/02/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 269.75
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<b>Vendor Number</b> <a href="#">XLPART</a>	<b>Vendor Name</b> XL PARTS, LLC				<b>Total Vendor Amount</b> 51.96
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<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Remittance Address</b> PO BOX 736201 DALLAS, Texas 75373-6201	<b>Payment Date</b> 02/14/2022	<b>Payment Amount</b> 51.96	
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<b>Payable Number</b> <a href="#">0416GS8019</a>	<b>Description</b> CUST # 490093 21" PINCH TYPE BLADE	<b>Payable Date</b> 01/24/2022	<b>Due Date</b> 02/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 94.90
<a href="#">0416GS8521</a>	CUST # 490093 26 TRICO PRO BEAM BLADE	01/24/2022	01/24/2022	0.00	-56.94
<a href="#">0416GV7228</a>	CUST # 490093 PREMIUM CERAMIC PADS	01/27/2022	02/18/2022	0.00	143.89
<a href="#">0416GW3161</a>	CUST # 490093 AIR FILTER	01/27/2022	02/18/2022	0.00	14.00
<a href="#">0416GW4320</a>	CUST # 490093 PREMIUM CERAMIC PADS	01/27/2022	01/27/2022	0.00	-143.89

Payment Register

APPKT07782 - 2/18/22 A/P RUN & PURCHASE ORDERS

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	202	109	0.00	612,963.22
<b>Packet Totals:</b>		<b>202</b>	<b>109</b>	<b>0.00</b>	<b>612,963.22</b>

**Cash Fund Summary**

Fund	Name	Amount
999	POOLED CASH	-612,963.22
<b>Packet Totals:</b>		<b>-612,963.22</b>

- 2. Ratify re-occurring County Payments:**
  - A. \$346,077.62 Payroll (01/16/2022 – 01/22/2022)**

**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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 2.18.2022

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

\$346,077.62 Payroll (01/16/2022 – 01/22/2022)

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

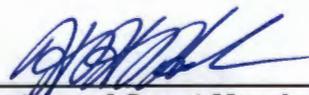
Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

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

**3. Backup Materials:**     None     To Be Distributed    41 total # of backup pages (including this page)

4.   
Signature of Court Member

2-14-2022  
Date



Caldwell County, TX

# Detail Register

## Department Summary

Packet: PYPKT02393 - PAYROLL 01/16/2022 THRU 01/29/2022  
 Payroll Set: 01 - Payroll Set 01

Pay Period: 01/16/2022 - 01/29/2022

Department: 0000 - 911-GIS

Total Direct Deposits: 1,551.53  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	198.08
165 Stipend w/RET	0.00	34.62
SAL	-7.00	1,782.69
<b>Total:</b>	<b>1.00</b>	<b>2,015.39</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	1,690.06	0.00	0.00
MC	1,790.83	25.97	25.97
SS	1,790.83	111.03	111.03
Unemployment	1,984.81	0.00	0.02
<b>Total:</b>		<b>137.00</b>	<b>137.02</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,015.39	100.77	121.33
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
<b>Total:</b>		<b>326.86</b>	<b>489.89</b>

**RECAP 0000 - 911-GIS**

Earnings:	2,015.39	Benefits:	0.00	Deductions:	326.86	Taxes:	137.00	Net Pay:	1,551.53
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Department: 1000 - Courthouse Security

Total Direct Deposits: 10,910.15  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	64.00	1,384.35
165 Stipend w/RET	0.00	16.15
Hourly	510.00	10,939.13
LWP	18.00	379.14
S	44.00	1,056.49
Uniform	0.00	200.00
Vacation	4.00	84.25
<b>Total:</b>	<b>640.00</b>	<b>14,059.51</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	13,074.25	1,100.96	0.00
MC	13,777.20	199.78	199.78
SS	13,777.20	854.18	854.18
Unemployment	14,003.54	0.00	0.16
<b>Total:</b>		<b>2,154.92</b>	<b>1,054.12</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	14,059.51	702.95	846.40
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
59S	0.00	5.72	0.00
615	0.00	41.03	0.00
<b>Total:</b>		<b>994.44</b>	<b>2,921.66</b>

**RECAP 1000 - Courthouse Security**

Earnings: 14,059.51    Benefits: 0.00    Deductions: 994.44    Taxes: 2,154.92    Net Pay: 10,910.15

Department: 1101 - Unit Road

Total Direct Deposits: 31,242.06  
 Total Check Amounts: 1,167.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	216.00	3,990.83
165 Stipend w/RET	0.00	66.92
C-19	88.00	1,572.23
FLOAT	2.84	50.74
Hourly	1,748.75	32,350.90
LWOP	80.00	0.00
OT	9.00	253.84
S	82.24	1,529.44
SAL	1.00	2,207.35
Vacation	36.17	678.23
<b>Total:</b>	<b>2,264.00</b>	<b>42,700.48</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	38,501.21	2,583.49	0.00
MC	40,636.19	589.24	589.24
SS	40,636.19	2,519.43	2,519.43
Unemployment	33,976.13	0.00	0.45
<b>Total:</b>		<b>5,692.16</b>	<b>3,109.12</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	42,700.48	2,134.98	2,570.52
530	0.00	383.16	0.00
550	0.00	163.85	0.00
551	0.00	38.46	0.00
580	0.00	16.83	0.00
590	0.00	1,546.10	9,010.94
595	0.00	47.96	0.00
615	0.00	267.92	0.00
<b>Total:</b>		<b>4,599.26</b>	<b>11,581.46</b>

RECAP 1101 - Unit Road

Earnings:	42,700.48	Benefits:	0.00	Deductions:	4,599.26	Taxes:	5,692.16	Net Pay:	32,409.06
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Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,283.86  
 Total Check Amounts: 2,574.61

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	462.37
C-19	64.00	1,235.80
Hourly	152.00	2,925.51
OT	2.00	53.60
Vacation	8.00	142.93
<b>Total:</b>	<b>250.00</b>	<b>4,820.21</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,540.90	315.09	0.00
MC	4,781.91	69.34	69.34
SS	4,781.91	296.47	296.47
Unemployment	3,179.27	0.00	0.04
<b>Total:</b>	<b>680.90</b>	<b>680.90</b>	<b>365.85</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,820.21	241.01	290.17
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,024.02
615	0.00	8.06	0.00
<b>Total:</b>	<b>280.84</b>	<b>280.84</b>	<b>1,314.19</b>

RECAP 1102 - Vehicle Maintenance

Earnings: 4,820.21    Benefits: 0.00    Deductions: 280.84    Taxes: 680.90    Net Pay: 3,858.47

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,264.69  
 Total Check Amounts: 1,252.15

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	322.78
Hourly	137.50	2,778.99
S	6.50	126.00
<b>Total:</b>	<b>160.00</b>	<b>3,227.77</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,049.53	284.00	0.00
MC	3,210.92	46.56	46.56
SS	3,210.92	199.07	199.07
Unemployment	3,227.77	0.00	0.04
<b>Total:</b>		<b>529.63</b>	<b>245.67</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,227.77	161.39	194.31
580	0.00	3.06	0.00
590	0.00	0.00	341.34
615	0.00	16.85	0.00
<b>Total:</b>		<b>181.30</b>	<b>535.65</b>

RECAP 1103 - Fleet Maintenance

Earnings:	3,227.77	Benefits:	0.00	Deductions:	181.30	Taxes:	529.63	Net Pay:	2,516.84
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Department: 2120 - County Treasurer

Total Direct Deposits: 4,235.92  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	320.84
Hourly	140.00	2,796.46
SAL	1.00	2,205.65
Vacation	4.00	91.13
<b>Total:</b>	<b>161.00</b>	<b>5,414.08</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,992.42	346.98	0.00
MC	5,313.12	77.05	77.05
SS	5,313.12	329.41	329.41
Unemployment	5,398.96	0.00	0.07
<b>Total:</b>	<b>753.44</b>	<b>753.44</b>	<b>406.53</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	5,414.08	270.70	325.93
520	0.00	50.00	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	3.06	0.00
590	0.00	0.00	1,024.02
595	0.00	5.72	0.00
615	0.00	41.66	0.00
<b>Total:</b>	<b>424.72</b>	<b>424.72</b>	<b>1,349.95</b>

**RECAP 2120 - County Treasurer**

Earnings: 5,414.08    Benefits: 0.00    Deductions: 424.72    Taxes: 753.44    Net Pay: 4,235.92

Department: 2130 - County Auditor

Total Direct Deposits: 3,877.35  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	757.50
Hourly	215.50	4,920.19
OT	2.00	79.62
S	4.50	87.03
SAL	-7.00	1,916.48
<b>Total:</b>	<b>247.00</b>	<b>7,760.82</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	5,187.72	780.57	0.00
MC	6,663.75	96.62	96.62
SS	6,663.75	413.16	413.16
Unemployment	5,954.28	0.00	0.08
<b>Total:</b>	<b>1,290.35</b>	<b>509.86</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	7,760.82	388.03	467.21
520	0.00	1,088.00	0.00
550	0.00	31.50	0.00
551	0.00	259.69	0.00
580	0.00	3.06	0.00
590	0.00	693.15	1,419.80
595	0.00	11.30	0.00
610	0.00	16.96	0.00
615	0.00	101.43	0.00
<b>Total:</b>	<b>2,593.12</b>	<b>1,887.01</b>	

**RECAP 2130 - County Auditor**

Earnings:	7,760.82	Benefits:	0.00	Deductions:	2,593.12	Taxes:	1,290.35	Net Pay:	3,877.35
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Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 7,785.98  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	40.00	705.39
165 Stipend w/RET	0.00	34.62
C-19	61.52	1,038.44
FLOAT	8.00	135.04
Hourly	338.00	5,805.60
S	18.00	331.38
SAL	1.00	2,197.85
<b>Total:</b>	<b>466.52</b>	<b>10,248.32</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	9,313.71	763.78	0.00
MC	9,946.12	144.23	144.23
SS	9,946.12	616.66	616.66
Unemployment	7,523.43	0.00	0.10
<b>Total:</b>		<b>1,524.67</b>	<b>760.99</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	10,248.32	512.41	616.95
520	0.00	120.00	0.00
550	0.00	43.86	0.00
551	0.00	43.47	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
<b>Total:</b>		<b>937.67</b>	<b>2,692.21</b>

**RECAP 2140 - Tax Assessor-Collector**

Earnings:	10,248.32	Benefits:	0.00	Deductions:	937.67	Taxes:	1,524.67	Net Pay:	7,785.98
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Department: 2150 - County Clerk

Total Direct Deposits: 10,282.79  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	958.76
FLOAT	28.50	481.39
Hourly	491.02	8,433.92
LWOP	13.34	16.16
S	37.06	626.59
SAL	1.00	2,214.15
Vacation	14.08	243.30
<b>Total:</b>	<b>641.00</b>	<b>12,974.27</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,748.30	488.33	0.00
MC	12,457.01	180.63	180.63
SS	12,457.01	772.34	772.34
Unemployment	7,647.20	0.00	0.10
<b>Total:</b>		<b>1,441.30</b>	<b>953.07</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,974.27	648.71	781.04
520	0.00	60.00	0.00
550	0.00	147.37	0.00
551	0.00	59.22	0.00
580	0.00	10.71	0.00
590	0.00	159.59	3,099.28
595	0.00	28.35	0.00
610	0.00	13.50	0.00
615	0.00	122.73	0.00
<b>Total:</b>		<b>1,250.18</b>	<b>3,880.32</b>

RECAP 2150 - County Clerk

Earnings:	12,974.27	Benefits:	0.00	Deductions:	1,250.18	Taxes:	1,441.30	Net Pay:	10,282.79
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Department: 3000 - County Clerk

Total Direct Deposits: 1,037.63  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	129.31
Hourly	72.00	1,163.77
<b>Total:</b>	<b>80.00</b>	<b>1,293.08</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,213.31	77.92	0.00
MC	1,277.96	18.53	18.53
SS	1,277.96	79.23	79.23
Unemployment	1,277.96	0.00	0.02
<b>Total:</b>		<b>175.68</b>	<b>97.78</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,293.08	64.65	77.84
550	0.00	15.12	0.00
590	0.00	0.00	341.34
<b>Total:</b>		<b>79.77</b>	<b>419.18</b>

RECAP 3000 - County Clerk

Earnings:	1,293.08	Benefits:	0.00	Deductions:	79.77	Taxes:	175.68	Net Pay:	1,037.63
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Department: 3200 - District Attorney

Total Direct Deposits: 23,154.50  
 Total Check Amounts: 2,866.37

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	112.00	3,250.85
165 Stipend w/RET	0.00	16.15
ADA Supplement	0.00	545.01
DA Staff Supplement	0.00	1,228.17
FLOAT	8.00	189.57
Hourly	462.50	9,609.85
Misc	1.00	34.62
S	28.00	770.43
SAL	-57.00	18,423.47
Vacation	13.50	264.29
<b>Total:</b>	<b>568.00</b>	<b>34,332.41</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	31,508.18	2,936.66	0.00
MC	33,221.66	481.71	481.71
SS	33,221.66	2,059.76	2,059.76
Unemployment	27,861.85	0.00	0.31
<b>Total:</b>		<b>5,478.13</b>	<b>2,541.78</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	33,069.62	1,653.48	1,990.78
520	0.00	60.00	0.00
550	0.00	90.72	0.00
551	0.00	388.87	0.00
552	0.00	192.30	0.00
580	0.00	9.18	0.00
590	0.00	319.18	4,833.20
595	0.00	22.88	0.00
615	0.00	96.80	0.00
<b>Total:</b>		<b>2,833.41</b>	<b>6,823.98</b>

**RECAP 3200 - District Attorney**

Earnings:	34,332.41	Benefits:	0.00	Deductions:	2,833.41	Taxes:	5,478.13	Net Pay:	26,020.87
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Department: 3201 - Environmental Task Force

Total Direct Deposits: 7,053.84  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	40.00	911.68
165 Stipend w/RET	0.00	101.54
C-19	32.00	1,000.00
Hourly	328.00	7,205.16
Uniform	0.00	100.00
<b>Total:</b>	<b>400.00</b>	<b>9,318.38</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,516.91	769.77	0.00
MC	8,982.82	130.24	130.24
SS	8,982.82	556.94	556.94
Unemployment	2,542.77	0.00	0.03
<b>Total:</b>	<b>1,456.95</b>	<b>687.21</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,318.38	465.91	560.97
550	0.00	62.55	0.00
551	0.00	54.76	0.00
580	0.00	6.12	0.00
590	0.00	159.59	1,051.24
595	0.00	8.60	0.00
615	0.00	50.06	0.00
<b>Total:</b>	<b>807.59</b>	<b>1,612.21</b>	

RECAP 3201 - Environmental Task Force

Earnings: 9,318.38    Benefits: 0.00    Deductions: 807.59    Taxes: 1,456.95    Net Pay: 7,053.84

Department: 3220 - District Clerk

Total Direct Deposits: 9,091.01  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	984.80
FLOAT	8.00	139.90
Hourly	407.50	7,215.04
LWOP	9.84	0.00
Misc	1.00	49.50
S	64.40	1,100.45
SAL	1.00	2,216.54
Vacation	14.26	251.74
<b>Total:</b>	<b>562.00</b>	<b>11,957.97</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	10,801.29	833.65	0.00
MC	11,399.18	165.28	165.28
SS	11,399.18	706.76	706.76
Unemployment	10,774.14	0.00	0.15
<b>Total:</b>		<b>1,705.69</b>	<b>872.19</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	11,957.97	597.89	719.89
550	0.00	71.44	0.00
551	0.00	241.67	0.00
580	0.00	4.59	0.00
590	0.00	159.59	2,757.94
595	0.00	11.46	0.00
615	0.00	74.63	0.00
<b>Total:</b>		<b>1,161.27</b>	<b>3,477.83</b>

**RECAP 3220 - District Clerk**

Earnings:	11,957.97	Benefits:	0.00	Deductions:	1,161.27	Taxes:	1,705.69	Net Pay:	9,091.01
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Department: 3230 - District Judge

Total Direct Deposits: 4,856.52  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	501.96
Hourly	69.00	1,295.84
S	8.00	351.72
SAL	-10.00	4,435.39
Vacation	3.00	56.34
<b>Total:</b>	<b>86.00</b>	<b>6,641.25</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	5,691.86	365.33	0.00
MC	6,123.91	88.80	88.80
SS	6,123.91	379.68	379.68
Unemployment	6,564.51	0.00	0.06
<b>Total:</b>		<b>833.81</b>	<b>468.54</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	6,641.25	332.05	399.81
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
<b>Total:</b>		<b>950.92</b>	<b>1,136.93</b>

**RECAP 3230 - District Judge**

Earnings: 6,641.25    Benefits: 0.00    Deductions: 950.92    Taxes: 833.81    Net Pay: 4,856.52

Department: 3240 - County Court Law

Total Direct Deposits: 8,244.32  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	536.14
165 Stipend w/RET	0.00	34.62
BEREAVEMENT	8.00	221.85
C-19	40.00	1,109.25
Jud Stip	0.00	3,230.77
S	16.00	628.58
SAL	-77.00	5,741.71
<b>Total:</b>	<b>3.00</b>	<b>11,502.92</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	10,612.91	1,493.58	0.00
MC	11,438.05	165.85	165.85
SS	11,438.05	709.16	709.16
Unemployment	9,257.23	0.00	0.03
<b>Total:</b>		<b>2,368.59</b>	<b>875.04</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	11,502.92	575.14	692.47
520	0.00	250.00	0.00
550	0.00	42.35	0.00
590	0.00	0.00	682.68
595	0.00	5.72	0.00
615	0.00	16.80	0.00
<b>Total:</b>		<b>890.01</b>	<b>1,375.15</b>

**RECAP 3240 - County Court Law**

Earnings: 11,502.92    Benefits: 0.00    Deductions: 890.01    Taxes: 2,368.59    Net Pay: 8,244.32

Department: 3251 - JP Prect. 1

Total Direct Deposits: 3,467.40  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	267.07
Hourly	144.00	2,403.66
SAL	1.00	1,929.81
<b>Total:</b>	<b>161.00</b>	<b>4,600.54</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,080.48	206.80	0.00
MC	4,310.51	62.50	62.50
SS	4,310.51	267.25	267.25
Unemployment	1,405.61	0.00	0.02
<b>Total:</b>		<b>536.55</b>	<b>329.77</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,600.54	230.03	276.95
550	0.00	46.27	0.00
551	0.00	173.07	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	67.83	0.00
<b>Total:</b>		<b>596.59</b>	<b>1,300.97</b>

**RECAP 3251 - JP Prect. 1**

Earnings:	4,600.54	Benefits:	0.00	Deductions:	596.59	Taxes:	536.55	Net Pay:	3,467.40
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Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,577.87  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	273.66
Hourly	140.00	2,393.77
S	4.00	69.11
SAL	1.00	1,929.81
<b>Total:</b>	<b>161.00</b>	<b>4,666.35</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,268.94	328.55	0.00
MC	4,502.25	65.29	65.29
SS	4,502.25	279.14	279.14
Unemployment	4,590.07	0.00	0.06
<b>Total:</b>	<b>672.98</b>	<b>672.98</b>	<b>344.49</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,666.35	233.31	280.91
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
<b>Total:</b>	<b>415.50</b>	<b>415.50</b>	<b>1,304.93</b>

**RECAP 3252 - JP Prect. 2**

Earnings: 4,666.35    Benefits: 0.00    Deductions: 415.50    Taxes: 672.98    Net Pay: 3,577.87

Department: 3253 - JP Prect. 3

Total Direct Deposits: 3,341.87  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	276.46
165 Stipend w/RET	0.00	34.62
C-19	32.00	552.92
Hourly	112.00	1,935.18
SAL	1.00	1,929.81
<b>Total:</b>	<b>161.00</b>	<b>4,728.99</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,037.13	366.80	0.00
MC	4,273.57	61.97	61.97
SS	4,273.57	264.96	264.96
Unemployment	4,683.29	0.00	0.06
<b>Total:</b>		<b>693.73</b>	<b>326.99</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,728.99	236.44	284.68
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	319.18	1,078.46
595	0.00	8.60	0.00
615	0.00	81.94	0.00
<b>Total:</b>		<b>693.39</b>	<b>1,363.14</b>

RECAP 3253 - JP Prect. 3

Earnings:	4,728.99	Benefits:	0.00	Deductions:	693.39	Taxes:	693.73	Net Pay:	3,341.87
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Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,210.10  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	140.91
Hourly	64.00	1,127.30
SAL	1.00	1,929.81
Vacation	8.00	140.91
<b>Total:</b>	<b>81.00</b>	<b>3,338.93</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,939.40	257.08	0.00
MC	3,116.35	45.18	45.18
SS	3,116.35	193.21	193.21
Unemployment	1,409.12	0.00	0.02
<b>Total:</b>	<b>495.47</b>	<b>495.47</b>	<b>238.41</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,338.93	166.95	201.00
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
<b>Total:</b>	<b>633.36</b>	<b>633.36</b>	<b>910.90</b>

**RECAP 3254 - JP Prect. 4**

Earnings:	3,338.93	Benefits:	0.00	Deductions:	633.36	Taxes:	495.47	Net Pay:	2,210.10
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Department: 4300 - County Sheriff

Total Direct Deposits: 62,260.42  
 Total Check Amounts: 948.49

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	288.00	6,284.62
165 Stipend w/RET	0.00	570.03
C-19	153.00	3,712.85
Hourly	2,254.00	47,211.17
OT	163.00	4,714.16
S	183.00	3,869.75
SAL	-32.00	11,968.98
Uniform	0.00	875.00
Vacation	190.00	4,307.53
<b>Total:</b>	<b>3,199.00</b>	<b>83,514.09</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	76,635.16	6,858.81	0.00
MC	80,845.87	1,172.26	1,172.26
SS	80,845.87	5,012.43	5,012.43
Unemployment	76,579.75	0.00	0.87
<b>Total:</b>		<b>13,043.50</b>	<b>6,185.56</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	83,514.09	4,175.71	5,027.53
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	30.60	0.00
590	0.00	1,304.22	12,478.78
595	0.00	42.51	0.00
610	0.00	54.00	0.00
615	0.00	440.08	0.00
<b>Total:</b>		<b>7,261.68</b>	<b>17,506.31</b>

**RECAP 4300 - County Sheriff**

Earnings:	83,514.09	Benefits:	0.00	Deductions:	7,261.68	Taxes:	13,043.50	Net Pay:	63,208.91
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Department: 4310 - County Jail

Total Direct Deposits: 67,326.85  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	352.00	7,226.39
165 Stipend w/RET	0.00	216.91
C-19	59.00	1,205.03
FH - LAW	30.00	587.25
Hourly	3,059.50	61,688.29
OT	190.50	5,453.74
S	137.50	2,752.23
SAL	-13.00	6,383.40
Uniform	0.00	871.61
Vacation	86.00	1,841.24
<b>Total:</b>	<b>3,901.50</b>	<b>88,226.09</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	81,017.84	6,771.20	0.00
MC	85,474.17	1,239.36	1,239.36
SS	85,474.17	5,299.38	5,299.38
Unemployment	72,944.42	0.00	0.88
<b>Total:</b>		<b>13,309.94</b>	<b>6,539.62</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	88,226.09	4,411.33	5,311.21
520	0.00	45.00	0.00
530	0.00	341.54	0.00
550	0.00	456.07	0.00
551	0.00	226.91	0.00
580	0.00	26.01	0.00
590	0.00	1,276.72	13,871.36
595	0.00	93.48	0.00
610	0.00	13.50	0.00
615	0.00	698.74	0.00
<b>Total:</b>		<b>7,589.30</b>	<b>19,182.57</b>

**RECAP 4310 - County Jail**

Earnings:	88,226.09	Benefits:	0.00	Deductions:	7,589.30	Taxes:	13,309.94	Net Pay:	67,326.85
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Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 2,283.95  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	97.00	1,399.81
SAL	1.00	1,335.58
Uniform	0.00	25.00
<b>Total:</b>	<b>98.00</b>	<b>2,795.01</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,655.26	157.49	0.00
MC	2,795.01	40.53	40.53
SS	2,795.01	173.29	173.29
Unemployment	1,399.81	0.00	0.02
<b>Total:</b>	<b>371.31</b>	<b>371.31</b>	<b>213.84</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,795.01	139.75	168.26
<b>Total:</b>	<b>139.75</b>	<b>168.26</b>	

**RECAP 4321 - Constables-Pct. 1**

Earnings:	2,795.01	Benefits:	0.00	Deductions:	139.75	Taxes:	371.31	Net Pay:	2,283.95
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Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 863.19  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	1,335.58
Uniform	0.00	25.00
<b>Total:</b>	<b>1.00</b>	<b>1,395.20</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	1,295.02	327.42	0.00
MC	1,364.78	19.79	19.79
SS	1,364.78	84.62	84.62
Unemployment	1,381.58	0.00	0.02
<b>Total:</b>		<b>431.83</b>	<b>104.43</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	1,395.20	69.76	83.99
550	0.00	13.62	0.00
590	0.00	0.00	341.34
615	0.00	16.80	0.00
<b>Total:</b>		<b>100.18</b>	<b>425.33</b>

**RECAP 4322 - Constables-Pct. 2**

Earnings:	1,395.20	Benefits:	0.00	Deductions:	100.18	Taxes:	431.83	Net Pay:	863.19
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Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 3,474.29  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	169.42	3,153.90
SAL	1.00	1,335.58
Uniform	0.00	25.00
<b>Total:</b>	170.42	4,549.10

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,049.75	245.18	0.00
MC	4,277.21	62.03	62.03
SS	4,277.21	265.19	265.19
Unemployment	1,611.98	0.00	0.02
<b>Total:</b>		572.40	327.24

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,549.10	227.46	273.85
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
<b>Total:</b>		502.41	983.75

**RECAP 4323 - Constables-Pct. 3**

Earnings: 4,549.10    Benefits: 0.00    Deductions: 502.41    Taxes: 572.40    Net Pay: 3,474.29

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 2,607.46  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	126.92
C-19	16.00	253.84
Hourly	111.50	1,663.24
5	8.00	126.92
SAL	1.00	1,335.58
Uniform	0.00	25.00
<b>Total:</b>	<b>144.50</b>	<b>3,531.50</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,020.68	164.03	0.00
MC	3,237.26	46.95	46.95
SS	3,237.26	200.71	200.71
Unemployment	816.50	0.00	0.01
<b>Total:</b>		<b>411.69</b>	<b>247.67</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,531.50	176.58	212.60
520	0.00	40.00	0.00
550	0.00	36.35	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.59	709.90
595	0.00	8.60	0.00
615	0.00	39.70	0.00
<b>Total:</b>		<b>512.35</b>	<b>922.50</b>

**RECAP 4324 - Constables-Pct. 4**

Earnings:	3,531.50	Benefits:	0.00	Deductions:	512.35	Taxes:	411.69	Net Pay:	2,607.46
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Department: 4330 - Driver's License

Total Direct Deposits: 486.71  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	557.20
<b>Total:</b>	40.00	557.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	529.34	0.00	0.00
MC	557.20	8.08	8.08
SS	557.20	34.55	34.55
<b>Total:</b>		42.63	42.63

DEDUCTIONS

Code	Subject To	Employee	Employer
400	557.20	27.86	33.54
<b>Total:</b>		27.86	33.54

RECAP 4330 - Driver's License

Earnings:	557.20	Benefits:	0.00	Deductions:	27.86	Taxes:	42.63	Net Pay:	486.71
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Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,593.48  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	72.00	2,094.03
165 Stipend w/RET	0.00	147.67
C-19	32.00	784.44
FLOAT	8.00	239.76
Hourly	394.00	10,042.78
JP COMP TAKEN	14.00	393.63
S	34.00	988.26
SAL	-22.00	5,493.16
Vacation	30.00	904.19
<b>Total:</b>	<b>562.00</b>	<b>21,087.92</b>

**BENEFITS**

Pay Code	Units	Pay Amount
JP COMP EARNED	9.75	283.67
<b>Total:</b>	<b>9.75</b>	<b>283.67</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	17,647.20	1,563.76	0.00
MC	19,376.60	280.96	280.96
SS	19,376.60	1,201.35	1,201.35
Unemployment	21,087.92	0.00	0.23
<b>Total:</b>	<b>3,046.07</b>	<b>1,482.54</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	21,087.92	1,054.40	1,269.50
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	825.45	2,839.60
595	0.00	5.74	0.00
615	0.00	118.62	0.00
<b>Total:</b>	<b>3,448.37</b>	<b>4,109.10</b>	

**RECAP 5401 - Juvenile Probation**

Earnings:	21,087.92	Benefits:	283.67	Deductions:	3,448.37	Taxes:	3,046.07	Net Pay:	14,593.48
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Department: 6520 - Building Maintenance

Total Direct Deposits: 7,158.28  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	40.00	714.22
165 Stipend w/RET	0.00	115.37
Hourly	344.00	6,141.09
LWOP	80.00	0.00
S	12.00	202.19
SAL	1.00	1,853.31
Vacation	4.00	84.77
<b>Total:</b>	<b>481.00</b>	<b>9,110.95</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	8,512.28	654.93	0.00
MC	8,967.84	130.03	130.03
SS	8,967.84	556.00	556.00
Unemployment	7,628.18	0.00	0.10
<b>Total:</b>		<b>1,340.96</b>	<b>686.13</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	9,110.95	455.56	548.47
550	0.00	63.58	0.00
551	0.00	57.69	0.00
580	0.00	6.12	0.00
590	0.00	0.00	2,389.38
595	0.00	5.72	0.00
610	0.00	6.92	0.00
615	0.00	16.12	0.00
<b>Total:</b>		<b>611.71</b>	<b>2,937.85</b>

**RECAP 6520 - Building Maintenance**

Earnings:	9,110.95	Benefits:	0.00	Deductions:	611.71	Taxes:	1,340.96	Net Pay:	7,158.28
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Department: 6550 - Elections

Total Direct Deposits: 4,358.93  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	270.08
Hourly	144.00	2,430.64
SAL	1.00	2,115.38
VAC-PAYOUT	35.12	592.80
<b>Total:</b>	196.12	5,408.90

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	5,091.84	322.69	0.00
MC	5,362.29	77.75	77.75
SS	5,362.29	332.47	332.47
Unemployment	5,378.66	0.00	0.07
<b>Total:</b>		732.91	410.29

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	5,408.90	270.45	325.62
550	0.00	30.24	0.00
590	0.00	0.00	682.68
595	0.00	8.31	0.00
615	0.00	8.06	0.00
<b>Total:</b>		317.06	1,008.30

**RECAP 6550 - Elections**

Earnings: 5,408.90    Benefits: 0.00    Deductions: 317.06    Taxes: 732.91    Net Pay: 4,358.93

Department: 6560 - Commissioners Court

Total Direct Deposits: 10,978.87  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	355.07
165 Stipend w/RET	0.00	228.66
Hourly	72.00	1,430.89
S	8.00	196.08
SAL	-10.00	12,852.59
<b>Total:</b>	<b>86.00</b>	<b>15,063.29</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	13,132.43	1,081.36	0.00
MC	13,935.60	202.07	202.07
SS	13,935.60	864.01	864.01
Unemployment	12,958.77	0.00	0.13
<b>Total:</b>	<b>53,962.40</b>	<b>2,147.44</b>	<b>1,066.21</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	15,063.29	753.17	906.80
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
<b>Total:</b>	<b>15,063.29</b>	<b>1,936.98</b>	<b>3,377.84</b>

RECAP 6560 - Commissioners Court

Earnings: 15,063.29    Benefits: 0.00    Deductions: 1,936.98    Taxes: 2,147.44    Net Pay: 10,978.87

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,966.99  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	40.00	720.00
SAL	1.00	1,686.15
<b>Total:</b>	<b>41.00</b>	<b>2,440.77</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,318.73	163.49	0.00
MC	2,440.77	35.39	35.39
SS	2,440.77	151.33	151.33
Unemployment	1,720.77	0.00	0.02
<b>Total:</b>		<b>350.21</b>	<b>186.74</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,440.77	122.04	146.93
580	0.00	1.53	0.00
<b>Total:</b>		<b>123.57</b>	<b>146.93</b>

**RECAP 6570 - Veteran Service Officer**

Earnings:	2,440.77	Benefits:	0.00	Deductions:	123.57	Taxes:	350.21	Net Pay:	1,966.99
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Department: 6580 - Human Resources

Total Direct Deposits: 1,244.31  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	200.25
SAL	-7.00	1,802.29
<b>Total:</b>	1.00	2,002.54

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	1,871.99	476.81	0.00
MC	1,972.12	28.60	28.60
SS	1,972.12	122.27	122.27
Unemployment	1,988.92	0.00	0.02
<b>Total:</b>		627.68	150.89

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,002.54	100.13	120.55
550	0.00	13.62	0.00
615	0.00	16.80	0.00
<b>Total:</b>		130.55	120.55

**RECAP 6580 - Human Resources**

Earnings:	2,002.54	Benefits:	0.00	Deductions:	130.55	Taxes:	627.68	Net Pay:	1,244.31
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Department: 6590 - Purchasing Department

Total Direct Deposits: 4,069.94  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	538.47
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	230.77
Hourly	144.00	2,769.23
S	22.72	655.39
SAL	-79.00	-0.01
Vacation	41.28	1,190.77
<b>Total:</b>	<b>161.00</b>	<b>5,419.24</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,924.98	456.02	0.00
MC	5,195.95	75.34	75.34
SS	5,195.95	322.15	322.15
Unemployment	2,342.31	0.00	0.03
<b>Total:</b>		<b>853.51</b>	<b>397.52</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	5,419.24	270.97	326.24
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	159.59	1,051.24
595	0.00	8.60	0.00
615	0.00	24.86	0.00
<b>Total:</b>		<b>495.79</b>	<b>1,377.48</b>

**RECAP 6590 - Purchasing Department**

Earnings:	5,419.24	Benefits:	0.00	Deductions:	495.79	Taxes:	853.51	Net Pay:	4,069.94
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Department: 6610 - IT-Technology

Total Direct Deposits: 2,964.39  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	371.54
165 Stipend w/RET	0.00	34.62
Hourly	140.00	3,238.07
S	4.00	105.77
<b>Total:</b>	160.00	3,750.00

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,540.66	289.54	0.00
MC	3,728.16	54.06	54.06
SS	3,728.16	231.14	231.14
Unemployment	2,150.00	0.00	0.03
<b>Total:</b>		574.74	285.23

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,750.00	187.50	225.75
S80	0.00	1.53	0.00
S90	0.00	0.00	682.68
S95	0.00	5.72	0.00
615	0.00	16.12	0.00
<b>Total:</b>		210.87	908.43

**RECAP 6610 - IT-Technology**

Earnings: 3,750.00    Benefits: 0.00    Deductions: 210.87    Taxes: 574.74    Net Pay: 2,964.39

Department: 6630 - Grants Department

Total Direct Deposits: 3,341.15  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	421.75
165 Stipend w/RET	0.00	50.77
Hourly	72.00	1,433.29
SAL	-7.00	2,362.50
<b>Total:</b>	<b>81.00</b>	<b>4,268.31</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,840.51	187.70	0.00
MC	4,053.92	58.78	58.78
SS	4,053.92	251.35	251.35
Unemployment	4,253.19	0.00	0.05
<b>Total:</b>	<b>497.83</b>	<b>310.18</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	4,268.31	213.41	256.95
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
<b>Total:</b>	<b>429.33</b>	<b>625.51</b>	

**RECAP 6630 - Grants Department**

Earnings:	4,268.31	Benefits:	0.00	Deductions:	429.33	Taxes:	497.83	Net Pay:	3,341.15
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Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,672.59  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	181.43
C-19	16.00	501.70
Hourly	80.00	1,814.27
OT	4.00	136.07
SAL	-15.00	2,006.76
<b>Total:</b>	<b>93.00</b>	<b>4,640.23</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,331.94	308.68	0.00
MC	4,563.95	66.17	66.17
SS	4,563.95	282.97	282.97
Unemployment	4,594.53	0.00	0.06
<b>Total:</b>		<b>657.82</b>	<b>349.20</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,640.23	232.01	279.34
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
<b>Total:</b>		<b>309.82</b>	<b>962.02</b>

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 4,640.23    Benefits: 0.00    Deductions: 309.82    Taxes: 657.82    Net Pay: 3,672.59

Department: 7610 - Sanitation Department

Total Direct Deposits: 2,355.12  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	223.19
165 Stipend w/RET	0.00	34.62
Hourly	116.00	2,416.94
S	4.00	111.59
Uniform	0.00	25.00
<b>Total:</b>	<b>128.00</b>	<b>2,811.34</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,640.19	70.81	0.00
MC	2,780.76	40.32	40.32
SS	2,780.76	172.41	172.41
Unemployment	2,780.76	0.00	0.04
<b>Total:</b>	<b>283.54</b>	<b>212.77</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,811.34	140.57	169.24
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	0.00	341.34
<b>Total:</b>	<b>172.68</b>	<b>510.58</b>	

**RECAP 7610 - Sanitation Department**

Earnings: 2,811.34    Benefits: 0.00    Deductions: 172.68    Taxes: 283.54    Net Pay: 2,355.12

Department: 8700 - County Agent

Total Direct Deposits: 2,792.69  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	145.88
Hourly	72.00	1,312.89
SAL	2.00	1,923.08
<b>Total:</b>	<b>82.00</b>	<b>3,381.85</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,308.91	257.51	0.00
MC	3,381.85	49.03	49.03
SS	3,381.85	209.68	209.68
Unemployment	3,381.85	0.00	0.04
<b>Total:</b>		<b>516.22</b>	<b>258.75</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	1,458.77	72.94	87.82
590	0.00	0.00	341.34
<b>Total:</b>		<b>72.94</b>	<b>429.16</b>

**RECAP 8700 - County Agent**

Earnings:	3,381.85	Benefits:	0.00	Deductions:	72.94	Taxes:	516.22	Net Pay:	2,792.69
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Packet: PYPKT02393 - PAYROLL 01/16/2022 THRU 01/29/2022  
Payroll Set: 01 - Payroll Set 01

Pay Period: 01/16/2022 - 01/29/2022

**Total Direct Deposits:** 337,269.00  
**Total Check Amounts:** 8,808.62

**Males Paid:** 145  
**Females Paid:** 117  
**Total Employees:** 262

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,656.00	35,527.58
165 Stipend w/RET	0.00	1,910.99
ADA Supplement	0.00	545.01
BEREAVEMENT	8.00	221.85
C-19	593.52	12,966.50
DA Staff Supplement	0.00	1,228.17
FH - LAW	30.00	587.25
FLOAT	71.34	1,467.17
Hourly	12,881.19	254,723.97
JP COMP TAKEN	14.00	393.63
Jud Stip	0.00	3,230.77
LWOP	183.18	16.16
LWP	18.00	379.14
Misc	2.00	84.12
OT	370.50	10,691.03
S	725.92	15,685.40
SAL	-325.00	106,850.43
Uniform	0.00	2,171.61
Vacation	456.29	10,281.62
VAC-PAYOUT	35.12	592.80
<b>Total:</b>	<b>16,720.06</b>	<b>459,555.20</b>

**BENEFITS**

Pay Code	Units	Pay Amount
JP COMP EARNED	9.75	283.67
<b>Total:</b>	<b>9.75</b>	<b>283.67</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	416,133.22	34,656.77	0.00
MC	441,534.62	6,402.27	6,402.27
SS	441,534.62	27,375.14	27,375.14
Unemployment	378,261.84	0.00	4.46
<b>Total:</b>		<b>68,434.18</b>	<b>33,781.87</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	456,369.33	22,818.40	27,473.35
520	0.00	2,583.00	0.00
530	0.00	1,253.62	0.00
550	0.00	2,327.00	0.00
551	0.00	2,834.89	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	174.42	0.00
590	0.00	9,211.62	74,640.22
595	0.00	431.26	0.00
610	0.00	118.38	0.00
615	0.00	2,831.21	0.00
<b>Total:</b>		<b>45,043.40</b>	<b>102,113.57</b>

**RECAP 01 - Payroll Set 01**

Earnings:	459,555.20	Benefits:	283.67	Deductions:	45,043.40	Taxes:	68,434.18	Net Pay:	346,077.62
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**B. \$102,216.05 Payroll Tax (01/16/2022 – 01/22/2022)**

## 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2.18.2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

\$102,216.05 Payroll Tax (01/16/2022 – 01/22/2022)

**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:**

<u>Name</u>	<u>Representing</u>	<u>Title</u>
-------------	---------------------	--------------

(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**

2-14-2022 \_\_\_\_\_  
**Date**



Caldwell County, TX

# Detail Register

## Payroll Summary

Packet: PYPKT02393 - PAYROLL 01/16/2022 THRU 01/29/2022  
 Payroll Set: 01 - Payroll Set 01

Pay Period: 01/16/2022 - 01/29/2022

Males Paid: 145  
 Females Paid: 117  
 Total Employees: 262

Total Direct Deposits: 337,269.00  
 Total Check Amounts: 8,808.62

**EARNINGS**

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,656.00	35,527.58
165 Stipend w/RET	0.00	1,910.99
ADA Supplement	0.00	545.01
BEREAVEMENT	8.00	221.85
C-19	593.52	12,966.50
DA Staff Supplement	0.00	1,228.17
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FLOAT	71.34	1,467.17
Hourly	12,881.19	254,723.97
JP COMP TAKEN	14.00	393.63
Jud Stip	0.00	3,230.77
LWOP	183.18	16.16
LWP	18.00	379.14
Misc	2.00	84.12
OT	370.50	10,691.03
S	725.92	15,685.40
SAL	-325.00	106,850.43
Uniform	0.00	2,171.61
Vacation	456.29	10,281.62
VAC-PAYOUT	35.12	592.80
<b>Total:</b>	<b>16,720.06</b>	<b>459,555.20</b>

**BENEFITS**

Pay Code	Units	Pay Amount
JP COMP EARNED	9.75	283.67
<b>Total:</b>	<b>9.75</b>	<b>283.67</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	416,133.22	34,656.77	0.00
MC	441,534.62	6,402.27	6,402.27
SS	441,534.62	27,375.14	27,375.14
Unemployment	378,261.84	0.00	4.46
<b>Total:</b>		<b>68,434.18</b>	<b>33,781.87</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	456,369.33	22,818.40	27,473.35
520	0.00	2,583.00	0.00
530	0.00	1,253.62	0.00
550	0.00	2,327.00	0.00
551	0.00	2,834.89	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	174.42	0.00
590	0.00	9,211.62	74,640.22
595	0.00	431.26	0.00
610	0.00	118.38	0.00
615	0.00	2,831.21	0.00
<b>Total:</b>		<b>45,043.40</b>	<b>102,113.57</b>

**RECAP 01 - Payroll Set 01**

Earnings: 459,555.20    Benefits: 283.67    Deductions: 45,043.40    Taxes: 68,434.18    Net Pay: 346,077.62

**3. To approve January 2022 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02/18/2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?  
to accept the January 2022 Indigent Burial Report

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

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) \_\_\_\_\_

(3) \_\_\_\_\_

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

4.   
Signature of Court Member

2/10/2022  
Date



Caldwell County Indigent Burial Report  
 Monthly Financial Report

Month: January 2022

Date	City	Deceased	Fiscal Budget	Amount Paid	Budget Remaining
			\$20,000		
<b>Blanket PO</b>	<b>Luling-OBAFUN</b>		<b>\$5,400</b>		
	11.23.21	Hornsby		\$900.00	\$4,500.00
	12.29.21	Palmer		\$900.00	\$3,600.00
	01.25.22	Bunch		\$900.00	\$2,700.00 remaining in PO
<b>Blanket PO</b>	<b>Lockhart-MCCFUN</b>		<b>\$6,500</b>		
	11.03.21	Roberts		\$800.00	\$5,700.00
	11.18.21	Brooks		\$650.00	\$5,050.00
	01.19.22	Branham		\$650.00	\$4,400.00
	01.28.22	Foster		\$650.00	\$3,750.00 remaining in PO
	Pending PO			\$650.00	\$3,100.00
10.21.2021	San Marcos	Hartley		\$650.00	
12.29.21	SCI Texas Funeral	Marsegalia		\$1,095.00	
pending PO	headstone			\$724.00	
			<b>YTD</b>	<b>\$8,569.00</b>	<b>\$8,650.00</b>

\$5,631.00 budget remaining after PO

  
 Report Submitted Judge Haden  
 02.10.22

**4. To approve January 2022 Tax Collection report for Caldwell County Tax Appraisal Office.**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hobby.haden@co.caldwell.tx.us](mailto:hobby.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/18/2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the January 2022 Tax Collection report from the Caldwell County Tax Appraisal office.

**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    4 total # of backup pages  
(including this page)

4.  \_\_\_\_\_  
**Signature of Court Member**

2/14/2022 \_\_\_\_\_  
**Date**

# CALDWELL COUNTY COMMISSIONERS

## Tax Collection Report

JANUARY 2022

	January	Prior Months	YTD TOTAL	PRIOR YEAR
2021 Tax Collection	\$8,616,444.79	\$11,162,506.81	\$19,778,951.60	\$16,999,109.94
2020 & Prior Collection	\$128,610.83	\$254,572.39	\$383,183.22	\$298,431.40
<b>Total Tax Collection =</b>	<b>\$8,745,055.62</b>	<b>\$11,417,079.20</b>	<b>\$20,162,134.82</b>	<b>\$17,297,541.34</b>

note: Above figures include penalties and interest collected

2021 Original Levy \$22,275,742.10

January 31, 2022 Percent of 2021 Tax Collected	89.03%
January 31, 2021 Percent of 2020 Tax Collected	87.10%
January 31, 2020 Percent of 2019 Tax Collected	88.57%
January 31, 2022 - Balance of Delinquent Tax	\$2,220,536.86
January 31, 2021 - Balance of Delinquent Tax	\$1,734,643.76
January 31, 2020 - Balance of Delinquent Tax	\$1,576,345.44

Corrections made to Current Tax Roll (\$18,644.15)

Corrections made to Delinquent Tax Roll (\$2,498.52)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$6,896.24

Submitted by:

*Shanna Ramzinski*

Shanna Ramzinski  
 Chief Appraiser  
 Caldwell County Appraisal District

# CALDWELL COUNTY

Balance Sheet

JANUARY 2022

## DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 7-Jan-22	\$338,435.17	\$18,912.00	EFT
(2) 10-Jan-22	\$621,723.36	\$34,721.51	EFT
(3) 13-Jan-22	\$340,396.60	\$18,979.02	EFT
(4) 14-Jan-22	\$153,624.76	\$8,599.11	EFT
(5) 18-Jan-22	\$167,421.75	\$9,347.74	EFT
(6) 19-Jan-22	\$501,765.14	\$27,994.44	EFT
(7) 20-Jan-22	\$214,363.04	\$12,407.66	EFT
(8) 21-Jan-22	\$44,539.28	\$2,484.53	EFT
(9) 24-Jan-22	\$686,608.56	\$38,374.97	EFT
(10) 25-Jan-22	\$633,945.57	\$35,449.66	EFT
(11) 26-Jan-22	\$537,397.47	\$29,968.15	EFT
(12) 27-Jan-22	\$455,641.86	\$25,531.51	EFT
(13) 28-Jan-22	\$739,352.18	\$41,200.91	EFT
(14) 31-Jan-22	\$950,312.25	\$53,047.85	EFT
(15) 1-Feb-22	\$616,433.78	\$34,323.15	EFT
(16) 8-Feb-22	\$1,279,252.24	\$72,500.40	EFT
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$8,281,213.01</u>	<u>\$462,842.61</u>	
TOTAL ALL DEPOSITS	<u>\$8,744,055.62</u>		



- 5. To approve Interfund Budget Amendment #27 for Budget Amendment #24 approved in Commissioners Court on January 24, 2022.**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hobby.haden@co.caldwell.tx.us](mailto:hobby.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/18/2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

To accept Interfund Budget Amendment as Consent Agenda for Budget Amendment #24 approved in Commissioner’s Court on January 24, 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
_____		

(1) Judge Haden \_\_\_\_\_

(2) Mayra Castillo \_\_\_\_\_

(3) \_\_\_\_\_

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

4.  \_\_\_\_\_  
Signature of Court Member

\_\_\_\_\_ 2/14/2022 \_\_\_\_\_  
Date







Caldwell County, TX

# End Of Day Journal Register

## Receipt Detail

Packet: CLPKT13795 - TAC- 2017 EXPLOR/2013 INTERNATIONAL 12/21

Posting Date: 12/31/2021

### Summaries

#### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	11,607.40	11,607.40	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>11,607.40</b>	<b>11,607.40</b>	<b>0.00</b>	<b>0.00</b>

#### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	2120 TREASURER - Treasurer's Office Misc Receipts	1	11,607.40	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>11,607.40</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>11,607.40</b>	<b>0.00</b>

#### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	11,607.40
<b>Total Receipts:</b>	<b>1</b>	<b>11,607.40</b>

#### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
2120 TREASURER - Treasurer's Office Misc Receipts	1	11,607.40	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>11,607.40</b>	<b>0.00</b>

#### Product Code Summary

Product Code	Trans. Count	Applied Amount
INSURANCE PROCEEDS - 001-6000-0950 INSURANCE PRC	1	11,607.40
<b>Product Code Totals:</b>	<b>1</b>	<b>11,607.40</b>

#### Batch Payment Summary

Batch: B00013790 -CLPKT13795 TAC - 20: Operator: Deputy Treasurer

Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
CHECKS - Checks and Money Orders	1	11,607.40		
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>11,607.40</b>	<b>0.00</b>	<b>11,607.40</b>

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE CHECK NO.

55348

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
74600163	Caldwell County	
DATE	DESCRIPTION	AMOUNT
12/21/2021	MVD-to Cim/Aty Payment for damages to 2017 Ford Explorer VIN 4833	\$8207.40
12/21/2021	\$500.00 deductible Deduction	\$-500.00



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS  
1210 SAN ANTONIO STREET  
AUSTIN, TX 78701  
(512) 478-8753

FROST BANK  
30-9/1140

55348

DATE AMOUNT  
12/21/2021 \$ 7,707.40

PAY SEVEN THOUSAND SEVEN HUNDRED SEVEN AND 40 / 100 DOLLARS

TO THE ORDER OF:  
Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701



VOID AFTER 180 DAYS  
*Susan M. Ruffel*  
*B. Hansen Henge*

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE CHECK NO.

55349

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
740001634	Caldwell County	
DATE	DESCRIPTION	AMOUNT
12/21/2021	MVD-to Clm/Aty Repairs to a 2013 International 750, VIN 1HTWPAZR3DJ305508	\$4400.00
12/21/2021	Deductible	\$-500.00



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS  
1210 SAN ANTONIO STREET  
AUSTIN, TX 78701  
(512) 478-8753

FROST BANK  
30-B/1140

55349

DATE AMOUNT  
12/21/2021 \$ 3,900.00

PAY THREE THOUSAND NINE HUNDRED AND 00 / 100 DOLLARS

TO THE ORDER OF:

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701



VOID AFTER 180 DAYS  
*Susan M. Rufford*  
*H. Kauer Henge*

TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL-CLAIMS

55349

Caldwell County  
110 S Main St Rm 201  
Lockhart, TX 78644-2701

Report Run Time:  
1/3/2022 11:51:00 AM

Run By:  
Darlene Morris

## Closed Batch Status

Entry Date: Jan 3 2022 11:28AM CST

Cut Off Time: 4:00PM CST

Client: Caldwell County Treasurer,

Deposit: Main Operating

Account #: \*\*\* Account Name: Main Operating

Batch	Pending Count	Pending Total	Canceled Count	Canceled Amount
112255301 [ CLPKT 13795 Jan 3 2022 11:28AM CST ]	2	\$ 11,607.40	0	\$ 0.00

Created By: dmorris Closed By: dmorris

**6. To approve 2021 4<sup>th</sup> Quarter report filed and paid for Specialty Court Program, Electronic Filing System Fund, SA/SA Felony Programs, Civil Fees, County Criminal Cost and Fees.**

**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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: as available

Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Fees to Texas Comptroller: 2021 4th Quarter reports filed and paid for  
Specialty Court Program,  
Electronic Filing System Fund,  
SA/SA Felony Programs,  
Civil Fees,  
County Criminal Costs and Fees

1. **Costs:**

Actual Cost or     Estimated Cost    \$ \_\_\_\_\_

Is this cost included in the County Budget?    yes

Is a Budget Amendment being proposed?    no

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

2-14-2022  
Date

# Specialty Court Program Account

Original Return for period ending 12/31/2021

**FILE COPY**

Confirmation: You Have Filed Successfully

**Please do NOT send a paper return.**

If you need to enroll or make changes to an existing TEXNET account click the following link:

[TEXNET](#)  
Call 1-800-442-3453 for questions about TEXNET Payments.

**Print this page for your records.**

Reference Number: 2822016458  
Date and Time of Filing: 01/28/2022 09:17:30 AM

Taxpayer ID:  
Taxpayer Name: CALDWELL COUNTY  
Taxpayer Address: 110 S MAIN ST STE 103 LOCKHART , TX 78644;- 2705

Entered by: Angela Rawlinson  
Email Address: angela.rawlinson@co.caldwell.tx.us  
Telephone Number: (512) 398-1800  
IP Address:

Description	Amount
Total Amount of Specialty Court Program Fees Collected	371.73
Amount Retained (50%) for Established Specialty Court Programs	- 185.87
Service Fee	- 37.17
<b>Subtotal</b>	<b>148.69</b>

**Total Fee Due = 148.69**

**Balance Due = 148.69**

**Pending Payments - 0.00**

**Total Amount Due and Payable = 148.69**

### Payment Summary

Amount to Pay: \$148.69  
Total TEXNET Payment: \$148.69

TEXNET:  
Identification #:                      ation #:  
Trace Number: (                      )  
Settlement Date: 01/31/2022

[Print](#) | [Return to Menu](#) | [File for Another Taxpayer](#)

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# Electronic Filing System Fund

Original Return for period ending 12/31/2021

Confirmation: You Have Filed Successfully

**Please do NOT send a paper return.**

**Print this page for your records.**

**Reference Number:** 2822017135  
**Date and Time of Filing:** 01/28/2022 09:21:33 AM

**Taxpayer ID:**  
**Taxpayer Name:** CALDWELL COUNTY  
**Taxpayer Address:** 110 S MAIN ST STE 103 LOCKHART , TX 78644 - 2705

**Entered by:** Angela Rawlinson  
**Email Address:** angela.rawlinson@co.caldwell.tx.us  
**Telephone Number:** (512) 398-1800  
**IP Address:**

Filing Fees (Civil Cases)	Amount Due
District Court Filing Fees (@ \$30)	2,890.00
County Courts Filing Fees (@ \$30)	1,102.31
Justice Courts Filing Fees (@ \$10)	1,640.00
Criminal Costs on Convictions	Amount Due
District Court Convictions (@ \$5)	15.00
County Courts Convictions (@ \$5)	164.16
<b>Subtotal</b>	<b>5,811.47</b>

**Total Fee Due = 5,811.47**

**Balance Due = 5,811.47**

**Pending Payments - 0.00**

**Total Amount Due and Payable = 5,811.47**

## Payment Summary

**Amount to Pay:** \$5,811.47  
**Electronic Check:** \$5,811.47

**Payment Reference Number:** 2822017134  
**Trace Number:**  
**Type of Bank Account:** CHECKING  
**Accountholder Name:** Caldwell County Treasurer  
**Bank Routing Number:**  
**Bank Account Number:**  
**Payment Effective Date:** 01/31/2022

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# Sexual Assault/Substance Abuse Felony Programs

Original Return for period ending 12/31/2021

## Confirmation: You Have Filed Successfully

**Please do NOT send a paper return.**

If you need to enroll or make changes to an existing **TEXNET** account click the following link:  
Call 1-800-442-3453 for questions about TEXNET Payments.

**Print this page for your records.**

**Reference Number:** 2822017527  
**Date and Time of Filing:** 01/28/2022 09:23:44 AM

**Taxpayer ID:**  
**Taxpayer Name:** CALDWELL COUNTY  
**Taxpayer Address:** 110 S MAIN ST STE 103 LOCKHART , TX 78644 - 2705

**Entered by:** Angela Rawlinson  
**Email Address:** angela.rawlinson@co.caldwell.tx.us  
**Telephone Number:** (512) 398-1800  
**IP Address:**

	Total for Sexual Assault Program	Total for Substance Abuse Felony Program	Amount Due
	60.00	0.00	60.00
<b>Subtotal</b>			<b>60.00</b>

**Total Fee Due = 60.00**  
**Balance Due = 60.00**  
**Pending Payments - 0.00**  
**Total Amount Due and Payable = 60.00**

Uploaded Supplement Files
No files uploaded

### Payment Summary

**Amount to Pay:** \$60.00  
**Total TEXNET Payment:** \$60.00

**TEXNET:**  
**Identification #:** (      **Location #:**  
**Trace Number:** 05020026  
**Settlement Date:** 01/31/2022

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# Civil Fees

Return Summary Original Return for Period Ending Dec 31, 2021 ( 214)

02/07/2022 09:02:12 AM

<b>You are logged in as:</b>
<b>Taxpayer</b>
<b>CALDWELL COUNTY</b> 110 S MAIN ST STE 103 LOCKHART, TX 78644-2705
<b>User Identification</b>
Angela Rawlinson angela.rawlinson@co.caldwell.tx.us 78644-2705

Description	Issued/Filed	Total Collected	Service Fee	Amount Due
Birth Certificate Fees	230	414.00		414.00
Marriage License Fees	76	2,280.00		2,280.00
Declaration of Informal Marriage	3	37.50		37.50
Nondisclosure Fees	0	0.00		0.00
Juror Donations	8	198.00		198.00
Justice Crts Indigents Legal Services	164	984.00	-49.20	934.80
Stat Probate Crt Indigent Legal Services	0	0.00	-0.00	0.00
Stat Cnty Crt Indigents Legal Services	80	380.78	-19.04	361.74
Stat Cnty Crt JF Filing Fees	80	1,523.20		1,523.20
Const Cnty Crt Indigents Legal Services	0	0.00	-0.00	0.00
Dist Crt Divorce and Family Law	30	1,935.00	-7.50	1,927.50
Dist Crt Other Than Divorce/Family	30	2,125.00	-15.00	2,110.00
Dist Crt Indigents Legal Services	280	895.00	-44.75	850.25
Judicial Support Fee	120	5,169.08		5,169.08
Judicial & Court Personnel Training Fee	296	1,480.43		1,480.43
<b>Subtotal</b>		<b>17,421.99</b>	<b>-135.49</b>	<b>17,286.50</b>

**Total Fee Due = 17,286.50**  
**Prior Payments - 17,286.50**  
**Balance Due = 0.00**  
**Pending Payments - 0.00**  
**Total Amount Due and Payable = 0.00**

[texas.gov](http://texas.gov) | [Texas Records and Information Locator \(TRAIL\)](#) | [State Link Policy](#) | [Texas Homeland Security](#) | [Texas Veterans Portal](#)  
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# County Criminal Costs and Fees

Original Return for period ending 12/31/2021

**Confirmation: You Have Filed Successfully**

**Please do NOT send a paper return.**

If you need to enroll or make changes to an existing **TEXNET** account click the following link:  
[TEXNET](#)  
 Call 1-800-442-3453 for questions about TEXNET Payments.

**Print this page for your records.**

**Reference Number:** 2822037288  
**Date and Time of Filing:** 01/28/2022 09:59:07 AM

**Taxpayer ID:**  
**Taxpayer Name:** CALDWELL COUNTY  
**Taxpayer Address:** 110 S MAIN ST STE 103 LOCKHART , TX 78644 - 2705

**Entered by:** Angela Rawlinson  
**Email Address:** angela.rawlinson@co.caldwell.tx.us  
**Telephone Number:** (512) 398-1800  
**IP Address:**

Costs and Fees		Service Fee	Amount Due
01-01-2020 foward	43,313.01	-4,331.31	38,981.70
01-01-2004 --- 12-31-2019	6,787.34	-678.74	6,108.60
09-01-1991 - 12-31-2003	334.43	-33.45	300.98
Bail Bond Fee (BB)	2,840.00	-284.00	2,556.00
DNA Testing Fee - Juvenile (DNA JV)	0.00	n/a	0.00
EMS Trauma Fund (EMS)	807.98	-80.80	727.18
Prior Mandatory Costs (JRF, IDF & JS)	1,615.95	-161.60	1,454.35
Juvenile Probation Diversion Fee (JPD)	120.00	-12.00	108.00
State Traffic Fine (STF2) 9-1-19 fwd	23,354.76	-934.20	22,420.56
State Traffic Fine (STF) Prior to 9-1-19	2,130.63	-106.54	2,024.09
Intoxicated Driver Fine	0.00	n/a	0.00
Moving Violation Fees (MVF)	8.08	-0.81	7.27
DNA Testing Fee-Felony Conviction (DNA)	0.00	n/a	0.00
DNA Testing Fee - MSDM & CS (DNA & CS)	171.00	-17.10	153.90
Truancy Prevention/Diversion Fnd (TPD)	224.27	n/a	224.27
Failure Appear/Pay (rpt 2/3 fee) (FTA)	2,321.62	n/a	2,321.62
Time Payment Fees (rpt 50% of fees) (TP)	309.11	n/a	309.11
Judicial Fund - Statutory County Court	51.76	n/a	51.76
Peace Officer Fees (Report 20% of fees)	421.39	n/a	421.39
Motor Carrier Wght Fines (rpt 50%) (MCW)	0.00	n/a	0.00
Driving Records Fee (100% of fees) (DRF)	0.00	n/a	0.00
<b>Subtotal</b>		<b>-6,640.55</b>	<b>78,170.78</b>

**Total Fee Due = 78,170.78**

**Balance Due = 78,170.78**

**Pending Payments - 0.00**

**Total Amount Due and Payable = 78,170.78**

**Payment Summary**

**Amount to Pay:** \$78,170.78  
**Total TEXNET Payment:** \$78,170.78

**TEXNET:**  
**Identification #:**                      **Location #:**  
**Trace Number:** 05020210  
**Settlement Date:** 01/31/2022

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**SPECIAL PRESENTATION**

Environmental Enforcement Unit of the District  
Attorney's Office.

**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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02-18-2022

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

**SPECIAL PRESENTATION**

Discussion considering a special presentation by the Environmental Enforcement Unit of the District Attorney's Office.

**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:**

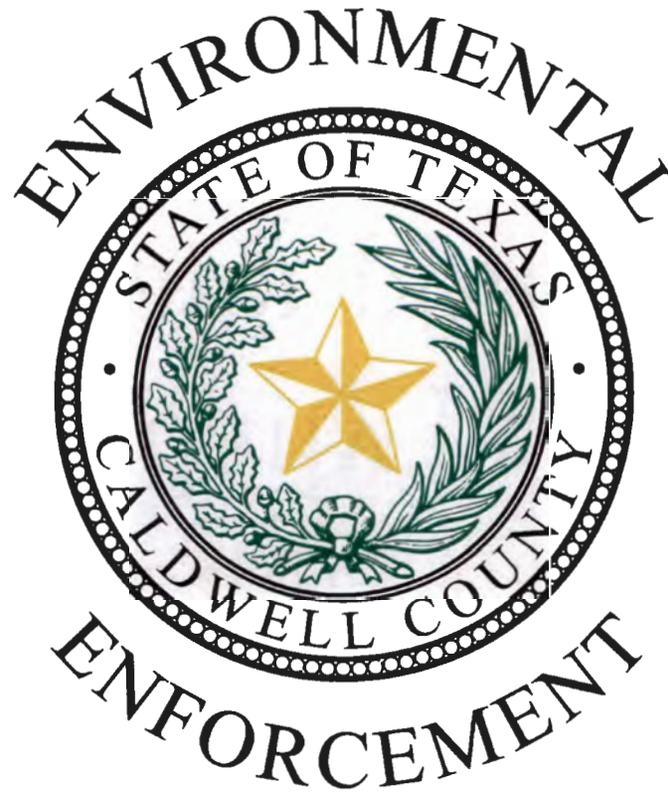
	Name	Representing	Title
(1)	Judge Haden		
(2)	Neil Kucera		
(3)			

**3. Backup Materials:**  None  To Be Distributed 103 total # of backup pages (including this page)

4.  \_\_\_\_\_  
Signature of Court Member

2-14-2022  
Date

CALDWELL COUNTY  
ENVIRONMENTAL ENFORCEMENT UNIT  
(EEU)



Caldwell County *(like all counties)*  
experiences daily problems with  
nuisances, water pollution, illegal  
septic, and illegal dumping

# *A Small Sampling of Current Environmental Issues in Caldwell County*





# Illegal Dumping

---



























# Public Nuisances

















# Water Pollution and Sewage





















# These environmental problems give rise to other problems:

1. Economic Problems (lessening of property values and taxes)
2. Public Health Problems
3. Aesthetic Problems

Accordingly, the Caldwell County Commissioners' Court has decided to address these issues by the creation of an **Environmental Enforcement Unit (EEU)**

- ✓ The EEU has **expanded** the previous Code Compliance Division by adding seasoned and knowledgeable personnel to the fight against illegal dumping
- ✓ The EEU consists of investigators and compliance officers who will **promptly** respond to complaints and be **proactive** in the battle against pollution and illegal dumping

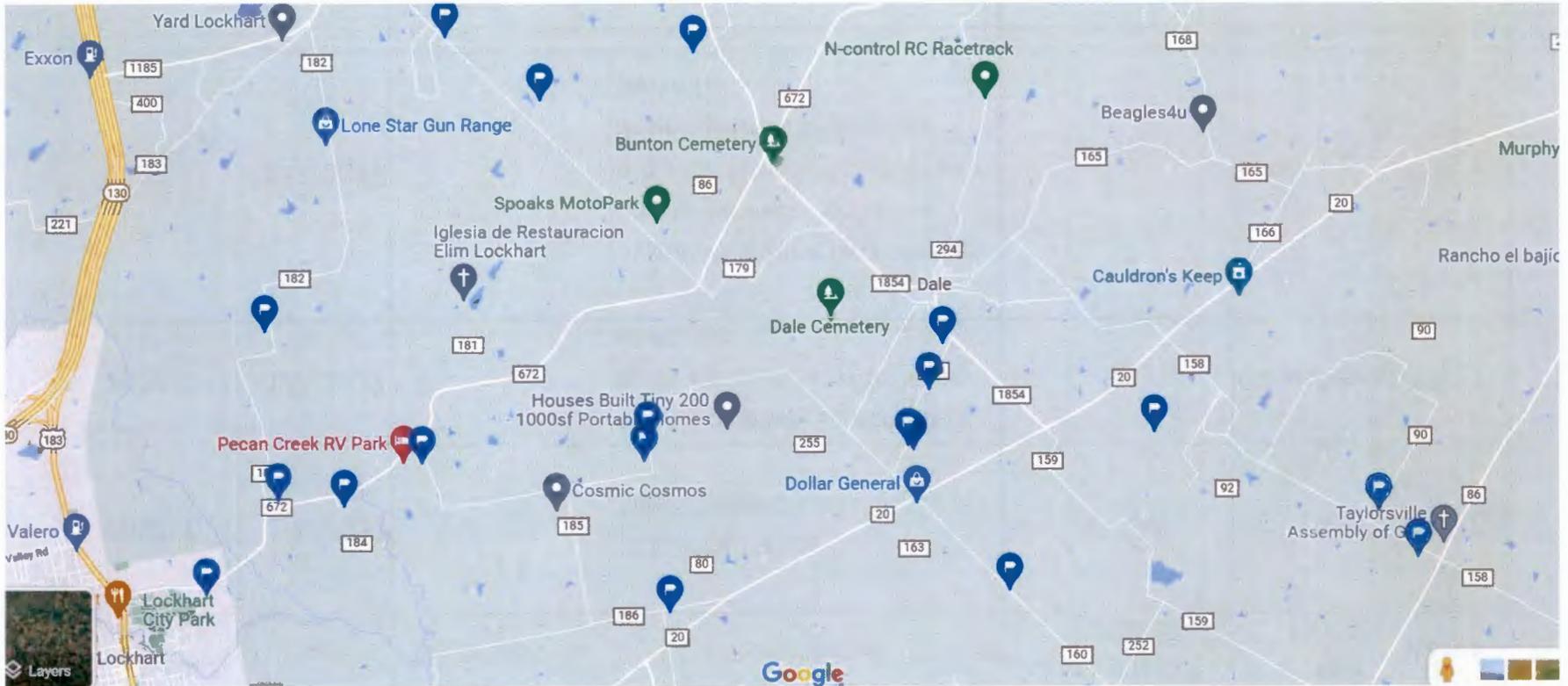
# Meet the Team



# Environmental Unit Case Reports

	A	B	C	D	E	F	G
1	Case Number	Date	Violation Info	Description	Complainant Info	Assigned To	Status
2	2022-1	1/3/2022		Public Nuisance- trash/debris/junk			OPEN
3	2022-2	1/3/2022		total # of bags, 9 recovered, baby car seat, and toddler mattress.		Gonzales	OPEN
4	2022-3	1/3/2022		Septic-dumping raw sewage and grey water onto the ground. No septic system or development ordinance permit.		Luna	OPEN
5	2022-4	1/4/2022	Address:	PN- dilapidated structure/ abandoned residence.		Linda	OPEN

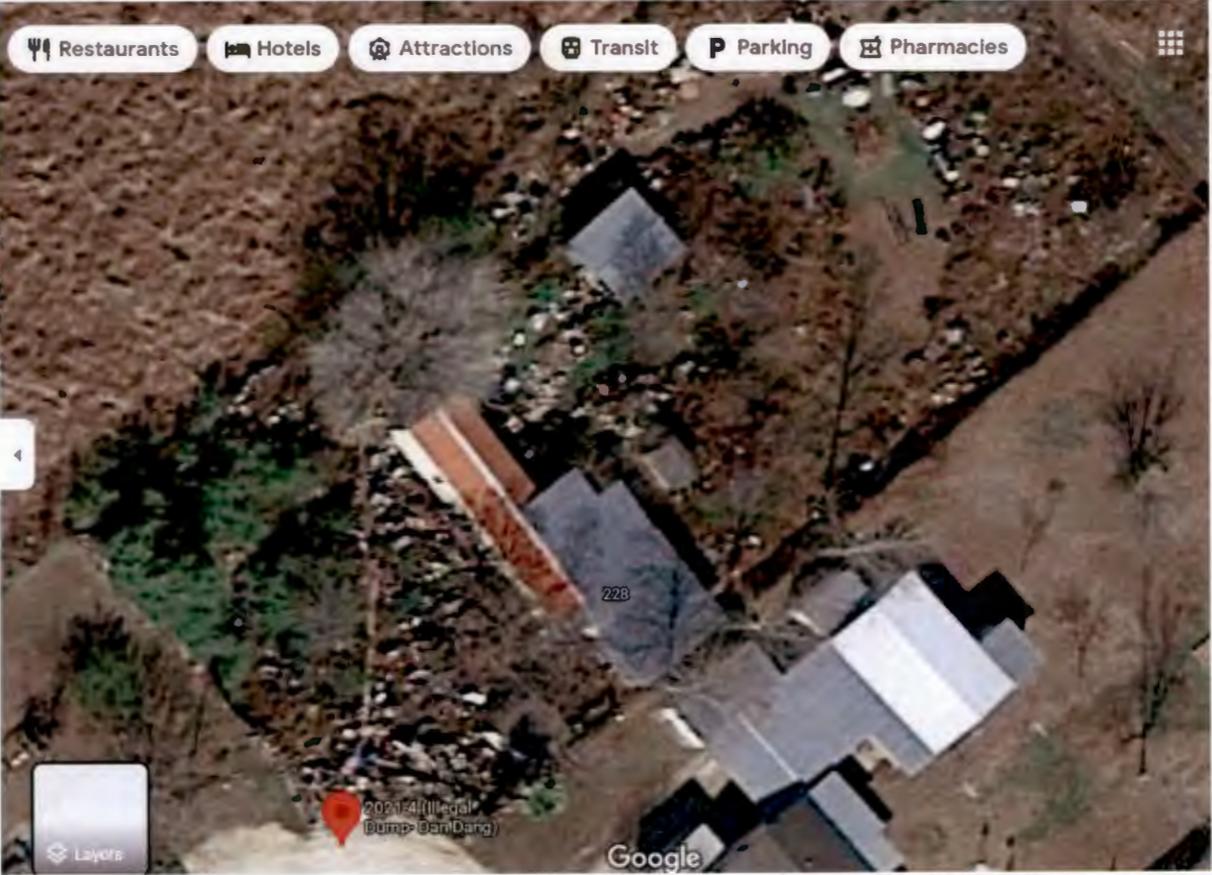
# Incident Mapping with Google





☰ 🔍 ✕

🍴 Restaurants 🏨 Hotels 🏠 Attractions 🚇 Transit 🅑 Parking 🏪 Pharmacies



2021-4 (Illegal Dump-

📍 Directions 📌 Save 🗺️ Nearby 📱 Send to your phone 🔄 Share

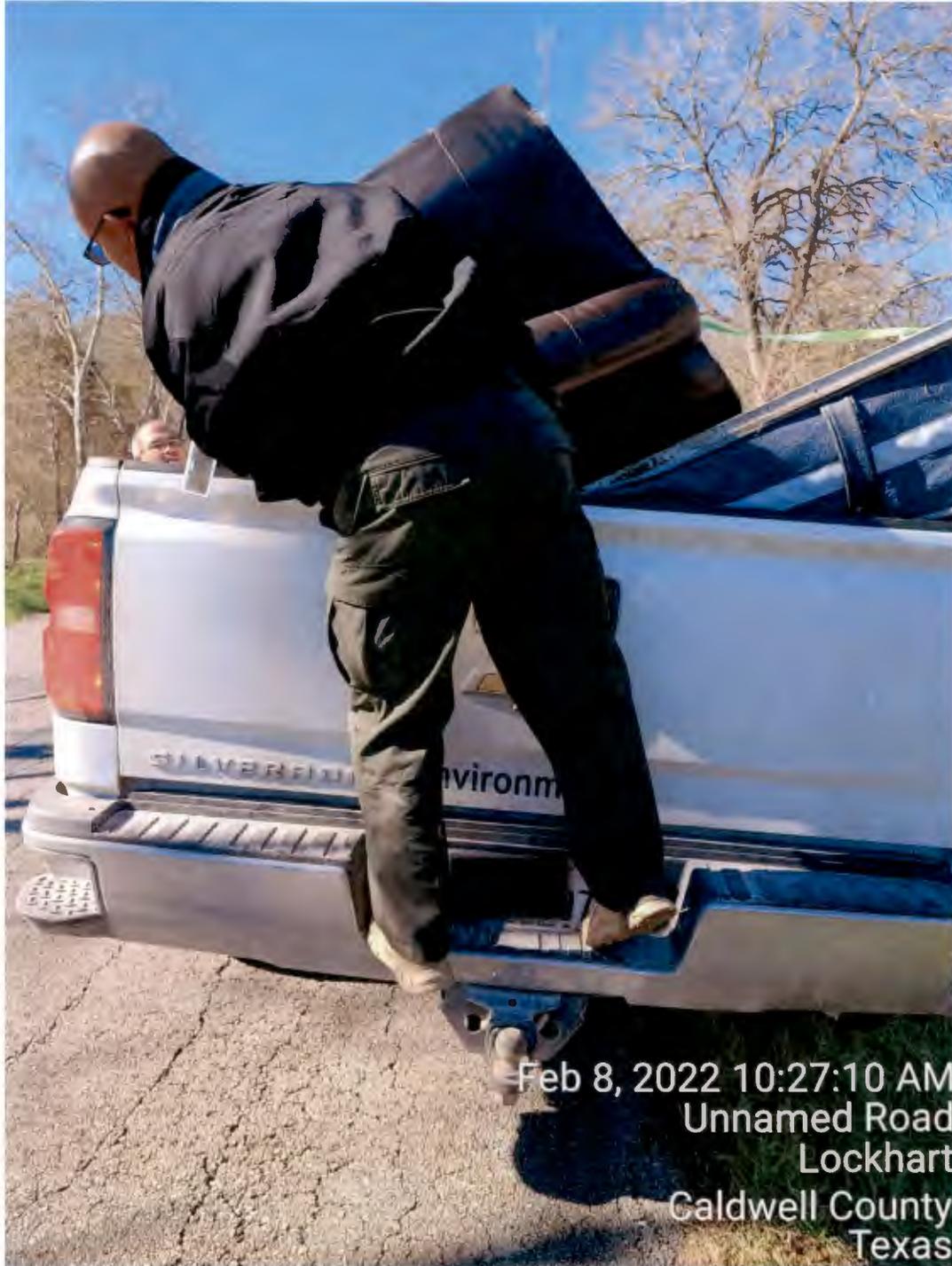
📍 Confirm or fix this location  
The location shown is not precise

✎ Suggest an edit on 288 Glover Ln

📍 Add a missing place

Layers Google

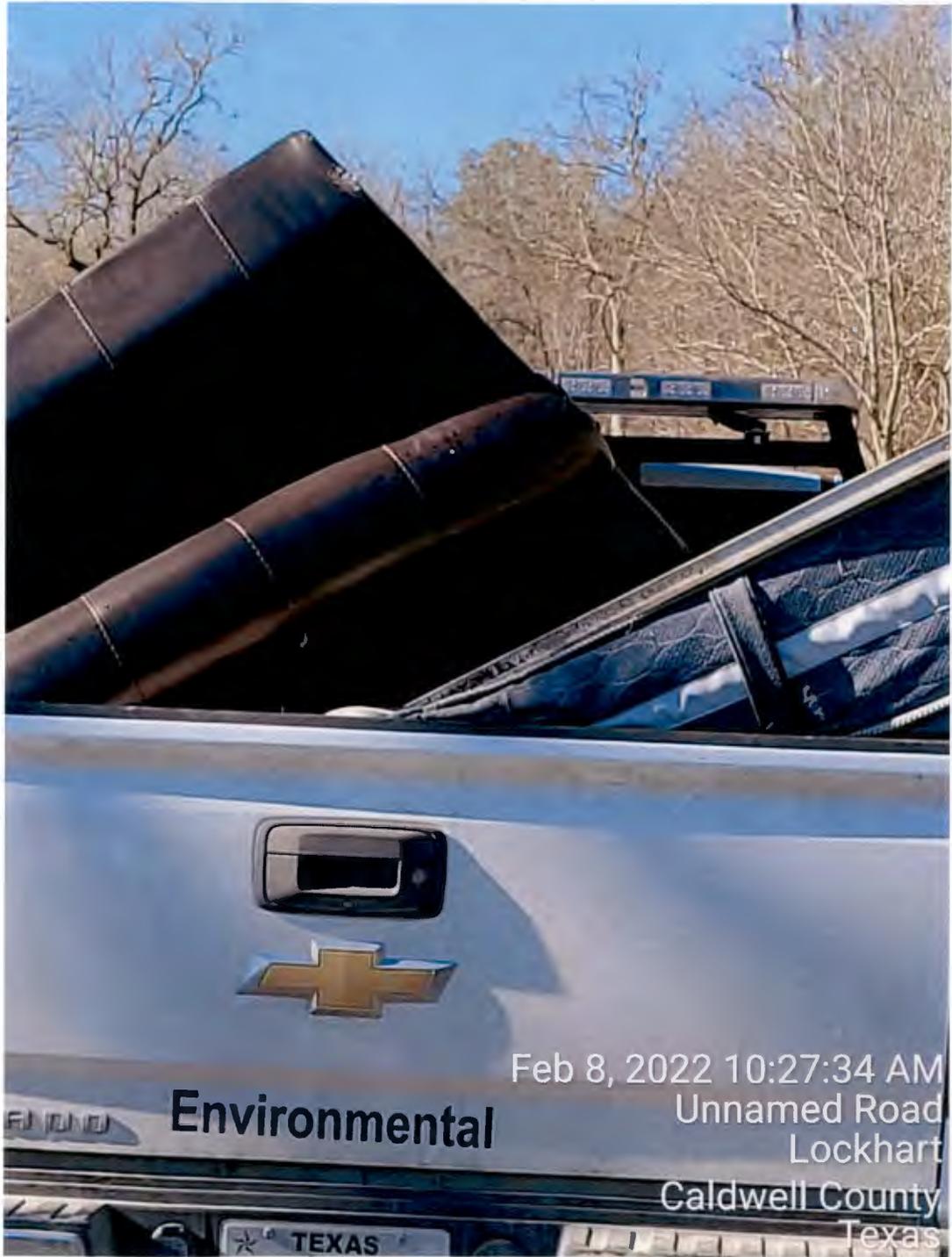
An example of how a typical  
case is worked by the **EEU**:



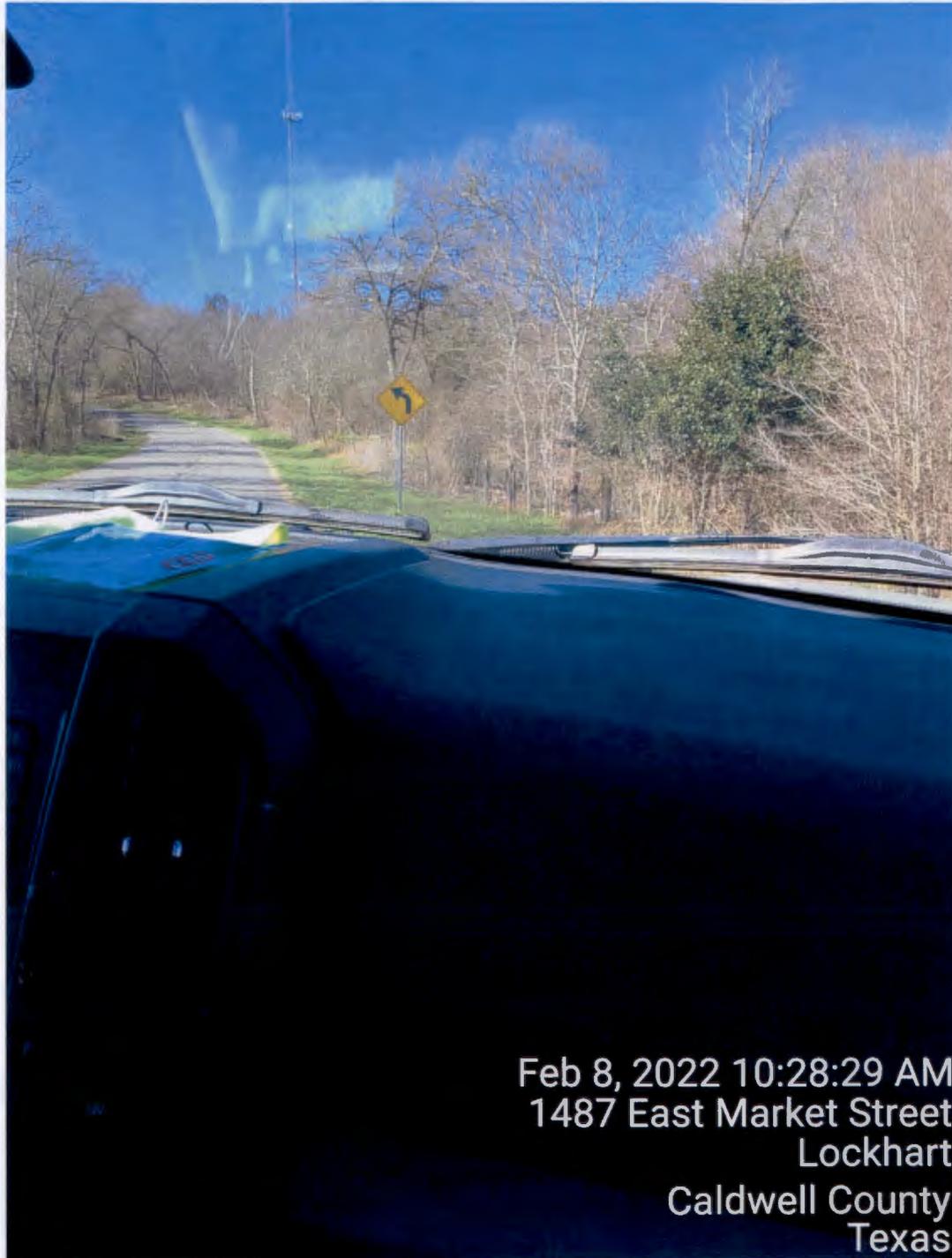
Feb 8, 2022 10:27:10 AM  
Unnamed Road  
Lockhart  
Caldwell County  
Texas



Feb 8, 2022 10:27:17 AM  
Unnamed Road  
Lockhart  
Caldwell County  
Texas



Feb 8, 2022 10:27:34 AM  
Unnamed Road  
Lockhart  
Caldwell County  
Texas



Feb 8, 2022 10:28:29 AM  
1487 East Market Street  
Lockhart  
Caldwell County  
Texas



Feb 8, 2022 10:46:43 AM

590 County View Road

Lockhart

Caldwell County

Texas



Feb 8, 2022 10:46:45 AM  
590 County View Road  
Lockhart  
Caldwell County  
Texas

# The Investigation

Polluters will be required to **clean up** any messes they've made or face court sanctions

If the County has been made to clean up, we will **always** seek

# Restitution

Other tools we  
intend to use

# The EEU Facebook Page



 **Caldwell County Environmental Enforcement Unit**  
Law Enforcement Agency [Send Email](#)

[Home](#) [Reviews](#) [Videos](#) [Photos](#) [More](#)

**About** [See all](#)

**Caldwell County Environmental Enforcement Unit**  
4 mins · 

**Info** Caldwell County's new EEU will have the capability of conducting civil and criminal investigations as well as the performance of various code enforcem... [See more](#)

**Like** 42 people like this

Thank you for liking our Caldwell County Environmental Enforcement Unit page! If you have a complaint in regards to illegal dumping, illegal burning, septic issues, or public nuisance issues, please fill out a complaint form that is on our website <https://www.co.caldwell.tx.us/page/caldwell.Code> and send it to us, or call our office at (512) 398-1836 and give us your complaint. We are

**See more of Caldwell County Environmental Enforcement Unit on Facebook**

[Log In](#) or [Create new account](#)

# Cameras

# TPWD Flights

# Public-Private Partnerships

BRITISH  
COMMUNITY COLLECTION

# Community Collection Events

We're just getting  
started, but so far...

## October-December 2021 *(before fully staffed)*

**86 cases** were investigated by the EEU

- 30 cases are currently open for further investigation and/or prosecution
  - 56 cases have been closed due to cleanup and/or restitution
  - **6 Felony** arrests and **14 Misdemeanor** arrests
- 
- ✓ Over 4000 pounds of solid waste was picked up for disposal
  - ✓ Over 2000 gallons of litter was picked up for disposal
  - ✓ Multiple large items such as scrap trailers have been removed

# Initial January 2022 Totals

**63 cases** were investigated by the EEU

- 28 cases are currently open for further investigation and/or prosecution
- 35 cases have been closed due to cleanup and/or restitution

**Before**

**After**

**Before**

EW 89

# FM 86











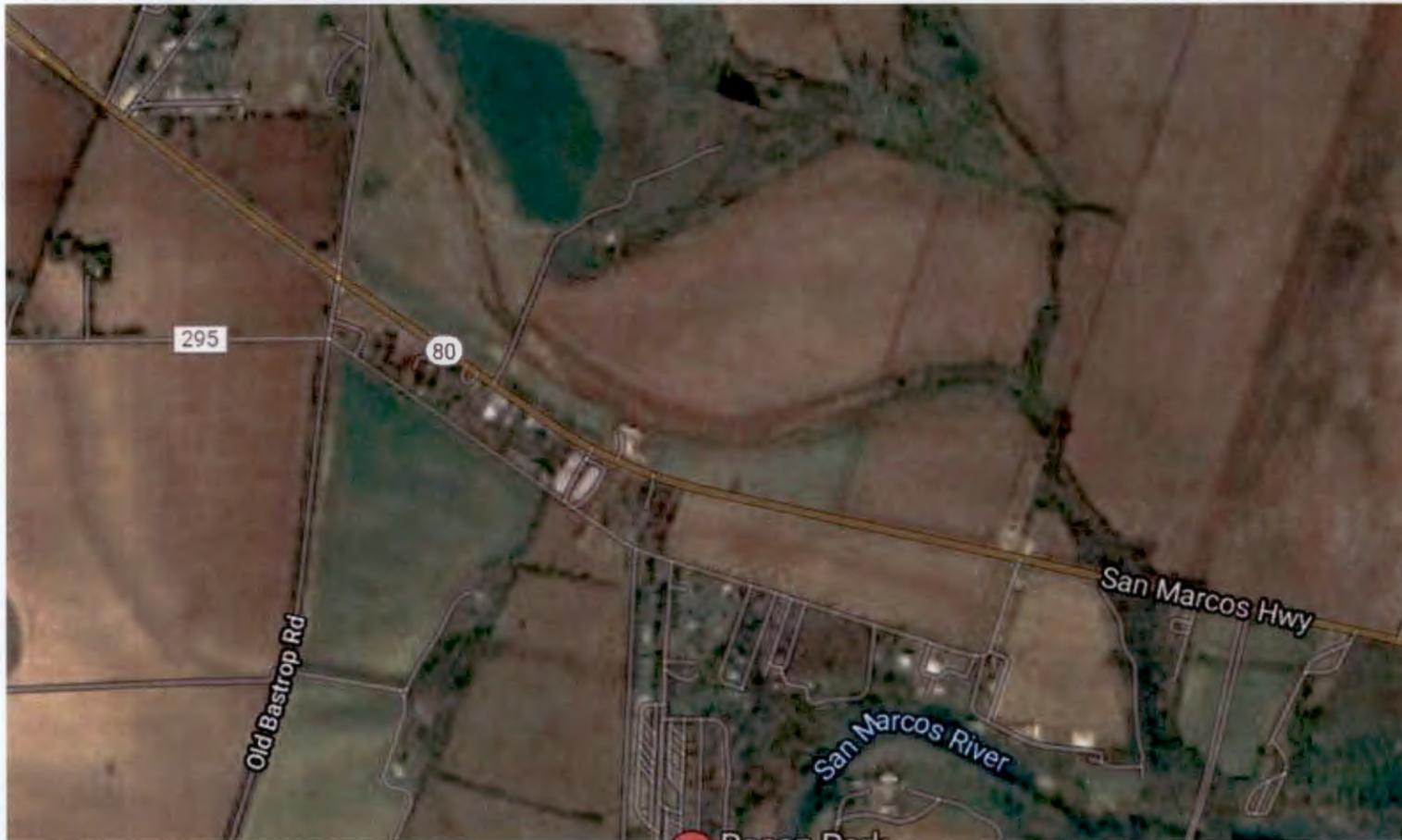








# Apartment Complex in Western Caldwell County





**Before**









**After**







**Before**













# Mendoza Tire Dump





**Before**





# EEU's Future Pet Projects

State Park Road

# State Park Road



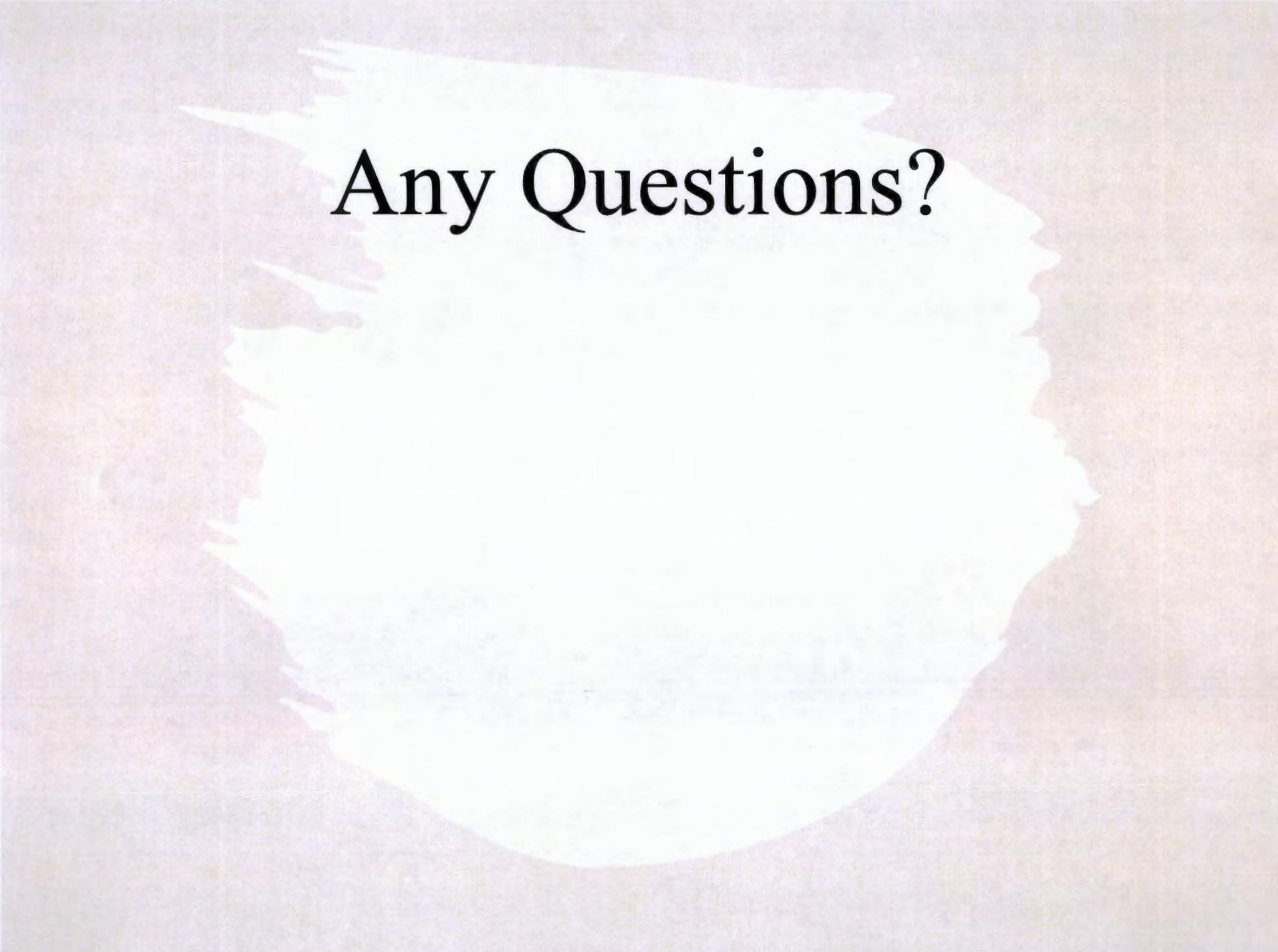




# Garrett Trail





A white, torn-edge paper shape is centered on a brown background. The text "Any Questions?" is written in a black, serif font on the white paper.

**Any Questions?**

**DISCUSSION/ACTION ITEMS:**

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



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

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

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

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

- I. Action Prohibited:
  - (a) A person violates this order if he/she burns a combustible material outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
  - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
  
2. Enforcement:
  - (a) Upon notification of suspected outdoor burning the tire 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 18<sup>th</sup> day of February 2022.**

---

**Hoppy Haden, County Judge**

**ATTEST:**

---

**Teresa Rodriguez  
County Clerk**

**8. Discussion/Action** to consider Resolution 25-2022, approving a three (3) year service agreement between Kologik and Caldwell County, for the use of COPSync by the Caldwell County Constables, and the Caldwell County Judge is authorized to execute the same. **Speaker: Judge Haden; Backup: TBD; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02-08-2022

### 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 Resolution 25-2022, approving a three (3) year service agreement between Kologik and Caldwell County, for the use of COPSync by the Caldwell County Constables, and the Caldwell County Judge is authorized to execute the same.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ TBD

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

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

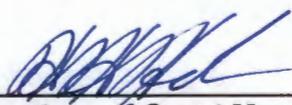
(1) Judge Haden

(2) \_\_\_\_\_

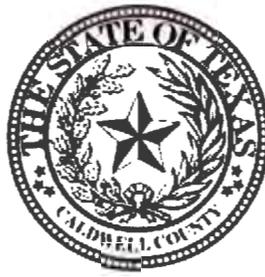
(3) \_\_\_\_\_

**3. Backup Materials:**

None     To Be Distributed    21 total # of backup pages  
(including this page)

4.   
Signature of Court Member

2-14-2022  
Date



**RESOLUTION 25-2022**

**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT**

**WHEREAS**, Kologik, LLC is a Louisiana limited liability corporation authorized to do business in the State of Texas;

**WHEREAS**, Kologik is the owner of certain computer software programs that enables law enforcement agencies to document, record, manage, and exchange information necessary for daily law activities;

**WHEREAS**, Caldwell County desires Kologik to provide, and Kologik desires to provide, the Caldwell County constables with access to Kologik software on a subscription basis;

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

1. The software services agreement between Kologik and Caldwell County for the use of COPSync by the Caldwell County constables approved;
2. The Caldwell County Judge is authorized to execute the same; and
3. The Caldwell County Grants Department is authorized to administer the same.

**ORDERED** this the 18<sup>th</sup> day of February, 2022.

---

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

**KOLOGIK LLC  
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 810, Baton Rouge, LA 70801 (“Kologik”), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement (“Effective Date”).

Customer Name: Caldwell County (TX) (“Customer”)  
Address: 110 S. Main St,  
Lockhart, TX 78644

**RECITALS**

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik’s SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

**AGREEMENT**

**1. Grant of License.**

**1.1 License Grant.** During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik’s web-based platform, over the Internet, as a SaaS solution, solely to support Customer’s normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below (“Solution”). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik’s prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

**1.2 Restrictions on Use.** Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

**2. Initial Set Up and Configuration Services.** Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

**3. Professional Services and Statements of Work.** If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

**4. Customer Support.** During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

**5. Service Level Agreement.** Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

**6. Fees and Payment Terms.**

**6.1 Payment Terms.** Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (**Initials \_\_\_\_\_**) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

**6.2 Expenses.** Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

**6.3 Cancellation or Rescheduling of Meetings or Travel by Customer.** If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

**6.4 Interest.** Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

**6.5 Taxes.** Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

**6.6 Alternate Payment Methods.** Payments may be made by electronic means upon request to [AR@kologik.com](mailto:AR@kologik.com). Credit card processing or wire transfer fees will be the responsibility of the customer.

**7. Ownership.**

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that Customer is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

**8. Limited Warranty; Customer Obligations.**

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

## 8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

**9. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

#### **10. Indemnification**

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

## 11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials\_\_\_\_)

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials\_\_\_\_) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Kologik shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

## 12. General Provisions.

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 **Confidentiality.** During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. “Confidential Information” shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked “Confidential” or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, or other information otherwise confidential by law. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other’s Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another’s breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 **No Waiver.** If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party’s rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 **Electronic Media.** A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 **Right to Subcontract.** Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 **Entire Agreement.** This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 **Force Majeure.** Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party’s control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.



12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Texas, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Texas.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

**KOLOGIK LLC**

**CUSTOMER**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Judge Joppy Haden

TITLE: \_\_\_\_\_

TITLE: Caldwell County Judge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Additional Contact Information**

Primary Contact Name: Reagan McLearen  
Primary Contact Job Title: Grant's Assistant  
Primary Email: reagan.mclearen@co.caldwell.tx.us  
Primary Contact Phone: 5123594686

Department Head Name: Dennis Engelke  
Department Head Job Title: Grant's Administrator  
Department Head Email: dennis.engelke@co.caldwell.tx.us

Billing Contact Name: Carolyn Caro  
Billing Contact Email: Carolyn.caro@co.caldwell.tx.us  
Billing Contact Phone: n/a

Kologik Contracts Rep. Name: Julie Prescott  
Kologik Contracts Rep. Phone: 830-624-5388  
Kologik Contracts Rep. Email: jprescott@kologik.com

## SCHEDULE A PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Caldwell County (TX)  
 110 S. Main St,  
 Lockhart, TX 78644  
 Attn: Chase Goetz

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Caldwell County, C-001    **ORI Number:** NA    **# Sworn Officers:**

**Data Migration/Integration From:** None

**Agency Physical Address:** N/A

QTY	Item Description	Unit Price	Total Price
<b>Initial Set-up Fees (One-time)</b>			
1	Caldwell County Constable Pct 1	\$2,750.00	\$2,750.00
1	Caldwell County Constable Pct 2	\$2,200.00	\$2,200.00
1	Caldwell County Constable Pct 3	\$2,200.00	\$2,200.00
1	Caldwell County Constable Pct 4	\$2,200.00	\$2,200.00
			<b>\$9,350.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
1	Caldwell County Constable Pct 1	\$3,300.00	\$3,300.00
1	Caldwell County Constable Pct 2	\$3,420.00	\$3,420.00
1	Caldwell County Constable Pct 3	\$3,420.00	\$3,420.00
1	Caldwell County Constable Pct 4	\$3,420.00	\$3,420.00
			<b>\$13,560.00</b>
Item Description		Total Price	
<b>TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution</b>			
Set-Up Fees One-time		\$9,350.00	
SaaS Fees Recurring (Year 1)		\$13,560.00	
<b>YEAR 1 FEES:</b>		<b>\$22,910.00</b>	
Year 2 Fees (includes ANI/ALI support)		\$13,560.00	
Year 3 Fees (includes ANI/ALI support)		\$13,560.00	

**INVOICING AND PAYMENT TERMS**

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$\$22,910.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

## SCHEDULE A-1 PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Caldwell County Constable Precinct 1 (TX)  
 405 E. Market St,  
 Lockhart, TX 78644  
 Attn: Constable Victor Terrell

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Caldwell County Constable Pct 1SA-001 **ORI Number:** **# of Sworn Officers:**

**Data Migration/Integration From:** None

**Agency Physical Address:**

QTY	Item Description	Unit Price	Total Price
<b>Initial Set-up Fees (One-time)</b>			
11	Mobile (Texas) Set up, Installation, & Remote Training (One-time) Per user	\$250.00	\$2,750.00
			<b>\$2,750.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
1	Mobile (Texas) Additional License - Command (Recurring) Per user	\$300.00	\$300.00
10	Mobile (Texas) Additional License - Reserve (Recurring) Per user	\$300.00	\$3,000.00
3	Mobile (Texas) Additional License - Admin/Clerical (Recurring) Per user	\$0.00	\$0.00
			<b>\$3,300.00</b>
Item Description			Total Price
<b>TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution</b>			
Set-Up Fees One-time			\$2,750.00
SaaS Fees Recurring (Year 1)			\$3,300.00
<b>YEAR 1 FEES:</b>			<b>\$6,050.00</b>
Year 2 Fees (includes ANI/ALI support)			\$3,300.00
Year 3 Fees (includes ANI/ALI support)			\$3,300.00

**INVOICING AND PAYMENT TERMS**

## SCHEDULE A-2 PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Caldwell County Constable Precinct 2  
505 E. Fannin,  
Luling, TX 78648  
Attn: Constable Tom Will

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Caldwell County Constable Pct 2, C-001 **ORI Number:**

**# Sworn Officers:**

**Data Migration/Integration From:** None

**Agency Physical Address:**

QTY	Item Description	Unit Price	Total Price
<b>Initial Set-up Fees (One-time)</b>			
11	Mobile (Texas) Set up, Installation, & Remote Training (One-time) Per user	\$200.00	\$2,200.00
			<b>\$2,200.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
2	Mobile (Texas) Additional License - Admin/Clerical (Recurring) Per user	\$0.00	\$0.00
1	Mobile (Texas) Additional License - Full-Time (Recurring) Per user	\$600.00	\$600.00
1	Mobile (Texas) Additional License - Command (Recurring)	\$120.00	\$120.00
9	Mobile (Texas) Additional License - Reserve (Recurring)	\$300.00	\$2,700.00
			<b>\$3,420.00</b>
Item Description			Total Price
<b>TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution</b>			
Set-Up Fees One-time			\$2,200.00
SaaS Fees Recurring (Year 1)			\$3,420.00
<b>YEAR 1 FEES:</b>			<b>\$5,620.00</b>
Year 2 Fees (includes ANI/ALI support)			\$3,420.00
Year 3 Fees (includes ANI/ALI support)			\$3,420.00

### INVOICING AND PAYMENT TERMS

### SCHEDULE A-3 PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Caldwell County Constable Precinct 3 (TX)  
 9675 State Hwy 142,  
 Maxwell, TX 78656  
 Attn: Constable Michael Bell

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Caldwell County Constable's Office, Pct 3, C-001 **ORI Number:** # **Sworn Officers:**

**Data Migration/Integration From:** None

**Agency Physical Address:**

QTY	Item Description	Unit Price	Total Price
<b>Initial Set-up Fees (One-time)</b>			
11	Mobile (Texas) Set up, Installation, & Remote Training (One-time) Per user	\$200.00	\$2,200.00
			<b>\$2,200.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
1	Mobile (Texas) Additional License - Command (Recurring)	\$120.00	\$120.00
1	Mobile (Texas) Additional License - Full-Time (Recurring) Per user	\$600.00	\$600.00
9	Mobile (Texas) Additional License - Reserve (Recurring) Per user	\$300.00	\$2,700.00
1	Mobile (Texas) Additional License - Admin/Clerical (Recurring) Per user	\$0.00	\$0.00
			<b>\$3,420.00</b>
Item Description			Total Price
<b>TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution</b>			
Set-Up Fees One-time			\$2,200.00
SaaS Fees Recurring (Year 1)			\$3,420.00
<b>YEAR 1 FEES:</b>			<b>\$5,620.00</b>
Year 2 Fees (includes ANI/ALI support)			\$3,420.00
Year 3 Fees (includes ANI/ALI support)			\$3,420.00

**INVOICING AND PAYMENT TERMS**

## SCHEDULE A-4 PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Caldwell County Constable Precinct 4 (TX)  
 405 E. Market St,  
 Lockhart, TX 78644  
 Attn: Art Villarreal

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Caldwell County Constable Pct 4, C-001 **ORI Number:** # **Sworn Officers:**

**Data Migration/Integration From:** None

**Agency Physical Address:**

QTY	Item Description	Unit Price	Total Price
<b>Initial Set-up Fees (One-time)</b>			
11	Mobile (Texas) Set up, Installation, & Remote Training (One-time) Per user	\$200.00	\$2,200.00
			<b>\$2,200.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
1	Mobile (Texas) Additional License - Command (Recurring)	\$120.00	\$120.00
1	Mobile (Texas) Additional License - Full-Time (Recurring) Per user	\$600.00	\$600.00
9	Mobile (Texas) Additional License - Reserve (Recurring) Per user	\$300.00	\$2,700.00
2	Mobile (Texas) Additional License - Admin/Clerical (Recurring) Per user	\$0.00	\$0.00
			<b>\$3,420.00</b>
Item Description			Total Price
<b>TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution</b>			
Set-Up Fees One-time			\$2,200.00
SaaS Fees Recurring (Year 1)			\$3,420.00
<b>YEAR 1 FEES:</b>			<b>\$5,620.00</b>
Year 2 Fees (includes ANI/ALI support)			\$3,420.00
Year 3 Fees (includes ANI/ALI support)			\$3,420.00

### INVOICING AND PAYMENT TERMS

## SCHEDULE B

### Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

#### Uptime Availability

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Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

---

#### Service Level Definitions

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##### **LEVEL 1 – Support provides the following services:**

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

##### **LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:**

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

##### **LEVEL 3 – Support services provide code level changes to the application**

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

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#### Severities

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<b>Severity 1</b> High Priority Critical	<b>Definition:</b> System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time (“Resolution Commitment Date”).

<b>Severity 2</b> Medium Priority	<b>Definition:</b> Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time (“Resolution Commitment Date”).

<b>Severity 3</b> Low Priority	<b>Definition:</b> Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

<b>Severity 4</b> Low Priority	<b>Definition:</b> Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

## **Remedy**

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If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

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**9. Discussion/Action** to consider Resolution 26-2022, approving an employment contract between Caldwell County and Sarah Fullilove, for a temporary part-time assistant elections administrator. **Speaker: Judge Haden/ Kimber Daniel; Backup: 11; Cost: TBD**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hoppy.haden@co.caldwell.tx.us](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02-18-2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to consider Resolution 26-2022, approving an employment contract between Caldwell County and Sarah Fullilove, for a temporary part-time assistant elections administrator.

**1. Costs:**

**Actual Cost** or     **Estimated Cost**    \$ TBD

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

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

(1) Judge Haden

(2) Kimber Daniel

(3) \_\_\_\_\_

**3. Backup Materials:**

None     To Be Distributed    11 total # of backup pages  
(including this page)

4.   
Signature of Court Member

2/14/2022  
Date



**RESOLUTION 26-2022**

**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT**

**WHEREAS**, Caldwell County, Texas (the "County") is a political subdivision organized and existing under the law of the State of Texas;

**WHEREAS**, Sarah Fullilove is an individual with that lives within the territorial boundaries of Caldwell County, Texas, and has experience serving the public as an assistant elections administrator;

**WHEREAS**, the County finds that it requires additional personnel to assist in the 2022 elections processes of Caldwell County;

**WHEREAS**, the County wishes to establish certain employment duties and set clear working conditions of its employment; and

**WHEREAS**, the County intends to hire Sarah Fullilove for the position of temporary part-time assistant election administrator, and Ms. Fullilove desires to provide her services on the conditions contained in the attached employment agreement.

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

1. The Employment Contract between the County and Ms. Fullilove is approved; and
2. The Caldwell County Judge is directed to execute the same.

**ORDERED** this the 18<sup>th</sup> day of February, 2022.

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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:

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Teresa Rodriguez  
Caldwell County Clerk

**EMPLOYMENT AGREEMENT BETWEEN  
CALDWELL COUNTY, TEXAS  
AND  
SARAH FULLILOVE**

**WHEREAS**, Caldwell County, Texas, (“the County”) is a political subdivision organized and existing under the laws of the State of Texas;

**WHEREAS**, Sarah Fullilove (“Employee”) is an individual

**WHEREAS**, the County finds that it requires additional personnel to assist in the election processes of Caldwell County;

**WHEREAS**, the County wishes to establish certain employment and set clear working conditions of its employee; and

**WHEREAS**, the County intends to hire Employee for the position of temporary part-time assistant election administrator, and Employee desires to provide their services on the conditions set forth.

**THEREFORE**, in consideration of promises herein and other good and valuable consideration, the parties agree to enter into this employment agreement (“Agreement”) as follows:

- I. **DUTIES AND RESPONSIBILITIES.** Employee’s essential duties and responsibilities include but are not limited to those duties and responsibilities set forth in Attachment 1, and incorporated herein. 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 County or Caldwell County Elections Administrator (“the Supervisor”).
  
- II. **STANDARDS.** Employee agrees that the services performed by Employee will be of a high quality and performed in a professional manner in accordance with industry standards and practice. Employee will act with the best interests of the County in mind. Employee will comply with all relevant federal, state, and local

laws and regulations relating to Employee's responsibilities under this Agreement.

- III. TERM.** This Agreement will be in effect from the Effective Date, January 24, 2022, to the Termination Date, September 30, 2022.
- IV. PART-TIME EMPLOYMENT.** Employee is required to work no more than fifteen (15) hours per week.
- V. SUPERVISION.** Employee works under the general supervision of the Caldwell County Elections Administrator ("the Supervisor"). Employee is not authorized to act on behalf of the County. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third party.
- VI. APPEARANCE.** Employee must appear at the Employee's scheduled workplace and time. The Supervisor will coordinate scheduling with Employee.
- VII. COMPENSATION.** As compensation for services, the County will pay Employee at an hourly rate of \$16.50. Payments will be made to Employee on a bi-weekly basis to coincide with the Caldwell County Commissioners Court pay cycles. Employee will submit bi-weekly invoices due to the Supervisor no later than the Thursday immediately before end of the pay cycle. Employee will provide the County with any additional information it shall reasonably request to verify the invoice fees and expenses. Compensation is a gross amount that is subject to all federal, state, local, and any other taxes and deductions as prescribed by law.
- VIII. TAXES.** Employee is responsible for all federal, state, local, and any other taxes and deductions as prescribed by law.

- IX. EMPLOYEE BENEFITS.** During the period of employment, Employee is not eligible to participate in benefits established by the County.
- X. AT-WILL EMPLOYMENT.** Employee is employed at-will, and this Agreement may be terminated by the County with or without cause.
- XI. POST-EMPLOYMENT SERVICES.** Upon termination or expiration of this Agreement, Employee will not incur any additional expenses or perform any services without prior written approval of the County. If the County terminates this Agreement, Employee is entitled to payment for services performed by her to the termination date. Employee is not entitled to severance pay. The Employee's obligations pursuant to this term survives any termination or expiration of this Agreement
- XII. TERMINATION.** This Agreement may be terminated at any time during Employee's term of employment. Termination of this Agreement becomes effective after either the County or Employee provides 14-day written notice to the other party. Notwithstanding notice requirements, the County may immediately terminate the Agreement if Employee commits a material breach of the Agreement.
- XIII. RETURN OF PROPERTY.** Employee agrees to return any and all property of the County upon termination or expiration of this Agreement.
- XIV. CONFIDENTIALITY.** During Employee's term of employment, Employee may receive confidential information. Confidential information includes any information contained in voter registration files, in addition to any other information made confidential by law. Employee will hold confidential information in strict confidence in accordance with applicable federal, state,

and local laws and regulations, including County policies. The Employee's obligations pursuant to this term survives any termination or expiration of this Agreement.

**XV. NOTICES.** All notices or other communications shall be in writing and delivered via certified mail to the following addresses:

Caldwell County, Texas  
Scott Annex Building  
1403 Blackjack St., Ste. A  
Lockhart, Texas 78644

Sarah Fullilove

These addresses may be changed by written notice to the other party in accordance with this term.

**XVI. INDEMNIFICATION.** Employee will indemnify, defend, and hold harmless the County for all losses, damages, claims, actions, and costs (including attorneys' fees) caused by or arising from any act, omission, neglect, misconduct, or bad faith of Employee related to the services provided under this Agreement. The County will indemnify, defend, and hold harmless Employee for claims and causes of action brought by third parties based on Employee's performance of her official and unofficial duties contained within this Agreement, but only in those instances Employee is acting in an official capacity, as defined by Texas law.

**XVII. ASSIGNMENT.** Employee shall not assign, delegate, or subcontract its interest in or the performance of its obligations under this Agreement to any other person or entity.

**XVIII. CHOICE OF LAW.** This Agreement shall be governed by and construed under the laws of the State of Texas without reference to its conflicts of law principles. Venue lies in Caldwell County, Texas.

- XIX. FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, no party to this Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to any cause beyond its reasonable control.
- XX. REMEDIES.** Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.
- XXI. WAIVER OF BREACH.** The waiver by any party of any breach by any other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the non-breaching party or parties.
- XXII. ENTIRE AGREEMENT.** This document, including attached exhibits, contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement.
- XXIII. AMENDMENT.** This Agreement may only be modified or amended with written consent of the parties.
- XXIV. SURVIVAL.** The terms and conditions of this Agreement evidently intended to have continuing effect, shall survive the completion of the performance and the expiration or termination of the Agreement.

**XXV. SEVERABILITY.** If any provision of this Agreement is construed to be illegal or invalid, it shall not affect the legality or validity of any other provision or part. Any other provisions or parts will remain in full force and effect.

**IN WITNESS THEREOF,** the County of Caldwell, Texas, has caused this Agreement to be signed and executed in its behalf by its County Judge, and Employee has signed and executed this Agreement, as of the dates written below:

Caldwell County, Texas:

Employee:

\_\_\_\_\_  
Hon. Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
Sarah Fullilove

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Acknowledged:

\_\_\_\_\_  
Kimber Daniel  
Elections Administrator

Date Signed: \_\_\_\_\_

## ATTACHMENT 1

### Temporary Part-Time Assistant Elections Administrator Duties and Responsibilities

1. Process all incoming voter cards (new voters and address changes)
2. Process all incoming Statement of Residence Cards
3. Answer any requests by mail
4. Mail letters relating to voting (Exam notices, change of addresses, incomplete applications)
5. Process death certificates from county clerk and cross reference with voter poll and jury wheel.
6. Process Jury Summons Returns and cross reference with voter poll and jury wheel.
7. Work the Task Summary of ElectioNet to keep up with voters and letters.
8. Work the Instrument Batch of ElectioNet to make sure letters are being sent
9. Answer all questions by phone from the public regarding elections
10. Attend any necessary election training classes by the Secretary of State when offered
11. Stay on top of election changes and election updates via email from SOS
12. Process changes in voter poll thru the felon report given to us by the County Clerk/District Clerk on a monthly basis
13. When election is near, set up the polling places and election workers in the system.
14. Confirm election workers and polling places and make sure all is covered.
15. Set up Training class for poll workers. Set up location, call workers to attend, host the class, and go over changes that apply.
16. Answer Q & A by poll workers.
17. Program the machines (or assist the EA in programming) for early voting and Election Day. Make sure election media are set up correctly in the machine, and make sure that each machine is working properly and ready.

18. Set up the materials for the poll workers to pick up on Election Day. Make sure each polling place will have all the supplies that they need for that 12 hour day.
19. Print out the voting lists to be given to the poll workers for Election Day.
20. Program the pollbooks for those locations that will receive the pollbooks on election day
21. Program the pollbooks for early voting. Download the voter lists
22. Maintain your voter supplies and order additional supplies when needed.
23. Make sure you have the correct information posted in the local newspapers when the election is near (assist the EA).
24. During early voting, you will make sure that every voter is coded as VOTED, in our ElectioNet system, so that you may give this list to any candidate that requests it, 24-hours after the voter has voted. Many candidates will want this information.
25. Start and maintain spreadsheet for all absentee voting requests.
26. On the last day of early voting, you will stay late and make sure that everyone that voted early is coded. The voting lists will then have to be re-printed 24 hours later to reflect everyone that has already voted, for voting day lists to show correctly. These lists will be given to the poll workers of each polling place.
27. On Election Day, the Asst E.A. makes a box of supplies for the Central Counting Station. This includes all the supplies that they will need for ballot counting, and signature verifications, etc. You will then take this box of supplies to the CCS and be on standby that day if they request us to pull any voters cards, or need any additional supplies.
28. On Election Day, collect all of the supplies, at the end of the day (7pm) from the poll workers. This includes the voting machine, the tapes from the machines, and all pizza box items.
29. On Election Day, we coordinate with our ES&S rep (that will be here with us onsite) to process all the early voting numbers when ready, and then again to process all the voting day results when they are ready from Central.
30. Post the final results on the front window when the results are ready
31. Post-election, code everyone that voted in the election.

32. Post-election, return all election media to ES&S
33. Post-election, canvass the votes to the SOS (assist EA)
34. Post-election, make sure that final results, and all precinct by precinct results are recorded, by the required deadline from Secretary of State.
35. Assist candidates in their request for CD's.
36. Assist people from the public to process their volunteer Deputy status.
37. Other duties as assigned.

**10. Discussion/Action** to consider Budget Amendment #26 to transfer money from 001-6510-4810 Contingency to 001-6610-4185 Computer Support for prior year allotted monies for Microsoft 365 licenses to the court fiscal year. **Speaker: Judge Haden/ Mayra Castillo/ Carolyn Caro; Backup: 5; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02/18/2022

#### 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 # 26 moving prior year allotted monies for Microsoft 365 licenses to current fiscal year.

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) | Carolyn Caro  |              |       |
| (3) | Mayra Sanchez |              |       |

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

4.   
Signature of Court Member

Date 2/10/2022





Caldwell County, TX

# Receipt Register

## Invoice Detail

POPKT05806 - Auto Process - PO Receipt

Vendor Number

[DELINC](#)

Vendor Name

[DELL MARKETING L.P.](#)

Vendor Total Discount: 0.00 Invoice Total: 65,154.0

**Invoice**

Number

10555854747

Bank Code

AP BNK

1099 Single Chk On Hold

Y

Item Date

1/28/2022

Post Date

1/28/2022

Due Date

2/18/2022

Discount Date

1/28/2022

Amount

65,154.00

Shipping

0.00

Sales Tax

0.00

Discount

0.00

Invoice Total

65,154.0

Description: Cust #2120993

**Purchase Order**

Number

[REQ01336-R1](#)

Description

Microsoft Office 365 FY 21-22

Status

Received

Issued Date

10/1/2021

Amount

65,154.00

Shipping

0.00

Sales Tax

0.00

PO Total

65,154.00

**Receipted Item**

Item

Microsoft Office 365 FY 21-22

Commodity Code

Goods

Receipt Status

Complete

Units

300.00

Price

217.18

Amount

65,154.00

Shipping

0.00

Sales Tax

0.00

Use Tax

0.00

Discount

0.00

Item Total

65,154.00

**Distributions**

Account

[001-6610-4185](#)

Account Name

COMPUTER SUPPORT

Project Account Key

Separate Sales Tax

Dist. %

100.00%

Dist. Amount

65,154.00

**Packet Totals**

Vendors: 1

Invoices: 1

Purchase Orders: 1

Amount: 65,154.00

Shipping: 0.00

Tax: 0.00

Discount: 0.00

Total Amount: 65,154.00

**CALDWELL COUNTY**

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

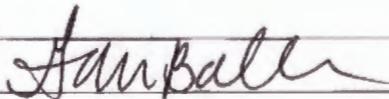
**PURCHASE ORDER****PO Number:** REQ01336**Date:** 09/30/2021**Requisition #:** REQ01336**Vendor #:** DELINC

**ISSUED TO:** DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 P.O. BOX 676021  
 DALLAS, TX 75267-6021

**SHIP TO:** IT DEPARTMENT  
 1703 S. COLORADO ST.  
 LOCKHART, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	300 Microsoft Office 365 FY 21-22	001-6610-4185		217.18	65,154.00

Authorized by: \_\_\_\_\_



<b>SUBTOTAL:</b>	65,154.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	65,154.00

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



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
For Sales: (800)981-3355  
Customer Service: (800)981-3355  
Technical Support: (888)649-4090  
Dell Online: <http://www.dell.com>

**Invoice**

**BILL TO:**

CALDWELL COUNTY AUDITOR  
ACCOUNTS PAYABLE  
PO BOX 98  
LOCKHART, TX 78644-0098

**SHIP TO/ SERVICE LOCATION:**

CALDWELL COUNTY AUDITOR  
MARK HINNENKAMP  
110 S MAIN ST STE 302  
LOCKHART, TX 78644-2709

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION  
VIEW YOUR ORDER DETAILS ONLINE

<b>Invoice No:</b> 10555854747	<b>Customer No:</b> 2120993	<b>Order No:</b> SEE BELOW	<b>Page 1 of 2</b>
--------------------------------	-----------------------------	----------------------------	--------------------

Purchase Order: 01336	Sales Rep: No Sales Credit
Payment Terms: Due 30 days from the invoice date	Billing Date: 01/28/2022
Due Date: 02/27/2022	Next Billing Date: 02/01/2022
Invoice Date: 01/28/2022	Contract Name: Dell Standard Terms and Conditions
Shipped Via: Software Download	

Orig Order #	Item #	BP/Subscription ID #	Description & Charge Details	QTY	Unit	Unit Price	Proration	Amount
326898022	AA814798	BP1-759958/ 1057417	CSP - Office 365 GCC G3 - Annual Subscription Coverage: 12/02/2021-12/01/2022 Cust. Agreement #: Dell Standard Terms and Conditions Contract #: C00000006563	300	EA	217.18	ANNUAL 1.00	65,154.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD	
<b>Sub-Total:</b>	\$ 65,154.00
<b>Ship. &amp;/or Handling:</b>	\$ 0.00
<b>ENVIRO FEE:</b>	\$ 0.00
<b>Taxable:</b>	
\$ 0.00	<b>Tax:</b>
<b>Non-Taxable:</b>	\$ 0.00
\$ 65,154.00	
<b>Invoice Total:</b>	\$ 65,154.00



DETACH AT LINE AND RETURN WITH PAYMENT  
Invoice No: 10555854747  
Customer Name: CALDWELL COUNTY AUDITOR  
Customer No: 2120993  
PO No: 01336  
Order Number: 334603379194364230

**Make check payable / remit to :**

Dell Marketing L.P.  
C/O Dell USA L.P.  
PO Box 676021  
Dallas, TX 75267-6021

**Electronics Payments**  
Dell Marketing L.P.  
PNC Bank  
ABA#: 043-000-096  
Acct#: 1017304611  
Swift code : PNCCUS33

USD	
<b>Sub-Total:</b>	\$ 65,154.00
<b>Ship. &amp;/or Handling:</b>	\$ 0.00
<b>ENVIRO FEE:</b>	\$ 0.00
<b>Taxable:</b>	
\$ 0.00	<b>Tax:</b>
<b>Non-Taxable:</b>	\$ 0.00
\$ 65,154.00	
<b>Invoice Total:</b>	\$ 65,154.00
<b>Balance Due:</b>	\$ 65,154.00
<b>Amount Enclosed:</b>	

010555854747000000651540000000021209932



DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
For Sales: (800)981-3355  
Customer Service: (800)981-3355  
Technical Support: (888)649-4090  
Dell Online: <http://www.dell.com>

**Invoice**

**BILL TO:**

CALDWELL COUNTY AUDITOR  
ACCOUNTS PAYABLE  
PO BOX 98  
LOCKHART, TX 78644-0098

**SHIP TO/ SERVICE LOCATION:**

CALDWELL COUNTY AUDITOR  
MARK HINNENKAMP  
110 S MAIN ST STE 302  
LOCKHART, TX 78644-2709

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION  
VIEW YOUR ORDER DETAILS ONLINE

**Invoice No: 10555854747      Customer No: 2120993      Order No: SEE BELOW      Page 2 of 2**

Purchase Order:	01336	Sales Rep:	No Sales Credit
Payment Terms:	Due 30 days from the invoice date	Billing Date:	01/28/2022
Due Date:	02/27/2022	Next Billing Date:	02/01/2022
Invoice Date:	01/28/2022	Contract Name:	Dell Standard Terms and Conditions
Shipped Via:	Software Download		

For efficient and immediate access to your account details please visit <https://mfm.dell.com/>

*Patricia Ehrlich*

01/28/2022

**11. Discussion/Action** to consider the approval of REQ01336-R in the amount of \$65,154.00 for Microsoft Office 365 licenses. **Speaker: Judge Haden/ Carolyn Caro; Backup: 6; Cost: \$65,154.00**

## 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/18/2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Approval of REQ01336-R in the amount of \$65,154.00 for Microsoft Office 365 licenses.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 65,154.00

Is this cost included in the County Budget?    No

Is a Budget Amendment being proposed?    Yes

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Carolyn Caro		Purchasing 1st Assistant
(2)	Hoppy Haden		County Judge
(3)			

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

4.     02/10/2022  
**Signature of Court Member**    **Date**

Exhibit A

**Hoppy Haden**  
**County Judge**  
512 398-1808



**B.J. Westmoreland**  
**Commissioner Precinct 1**

**Barbara Shelton**  
**Commissioner Precinct 2**

**Edward "Ed" Theriot**  
**Commissioner Precinct 3**

**Joe Ivan Roland**  
**Commissioner Precinct 4**

**Angela Rawlinson**  
**County Treasurer**  
512 398-1800

**Caldwell County Courthouse**

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

**Mayra Castillo**  
**Interim**  
**County Auditor**  
512 398-1801

February 18, 2022

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

Re: Emergency Manual Check Request

Dear Ms. Rawlinson:

The purpose of this memo is to request a manual check to be cut outside of the schedule payroll process. The check is to be made out to Dell Marketing L.P. for the purchase of 300 Microsoft Office 365 licenses. Following information below:

**Vendor Name: Dell Marketing L.P.**

**Address: C/O Dell USA L.P.**  
**PO Box 676021**  
**Dallas, TX 75267**

**Country: United States**

**Vendor ID: DELINC**

Amount for check: **\$65,154.00** out of budget line item: **001-6610-4185**

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

Court Member #1 Signature: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

Court Member #2 Signature: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

Court Member #3 Signature: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

**CALDWELL COUNTY**

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

**PURCHASE ORDER****PO Number:** REQ01336**Date:** 09/30/2021**Requisition #:** REQ01336**Vendor #:** DELINC

**ISSUED TO:** DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 P.O. BOX 676021  
 DALLAS, TX 75267-6021

**SHIP TO:** IT DEPARTMENT  
 1703 S. COLORADO ST.  
 LOCKHART, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	300 Microsoft Office 365 FY 21-22	001-6610-4185		217.18	65,154.00

Authorized by: Carolyn M. Caro

<b>SUBTOTAL:</b>	65,154.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	65,154.00

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

**12. Discussion/Action** to consider approval to pay REQ01336-R Microsoft Office 365 Licenses in the amount of \$65,154.00.  
**Speaker: Judge Haden; Backup; 6; Cost: \$65,154.00**

## 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2.18.2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to consider approval to pay Microsoft Office 365 Licenses in the amount of \$65,154.00

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 65,154.00

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

Name	Representing	Title
_____		

(1) Judge Haden

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**3. Backup Materials:**     None     To Be Distributed    62 total # of backup pages  
(including this page)

4.   
\_\_\_\_\_  
**Signature of Court Member**

\_\_\_\_\_  
2-14-2022  
**Date**

**CALDWELL COUNTY**

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

**PURCHASE ORDER**

**PO Number:** REQ01336

**Date:** 09/30/2021

**Requisition #:** REQ01336

**Vendor #:** DELINC

**ISSUED TO:** DELL MARKETING L.P.  
C/O DELL USA L.P.  
P.O. BOX 676021  
DALLAS, TX 75267-6021

**SHIP TO:** IT DEPARTMENT  
1703 S. COLORADO ST.  
LOCKHART, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	300 Microsoft Office 365 FY 21-22	001-6610-4185		217.18	65,154.00

Authorized by: Carolyn M. Caro

SUBTOTAL:	65,154.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>65,154.00</b>

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

**13. Discussion/Action** to consider Budget Amendment #28 to transfer money from 019-1000-5196 Broadband to 019-1000-5464 Kologik – Law Enforcement for Kologik Invoice #7021480. **Speaker: Judge Haden/ Mayra Castillo/ Carolyn Caro; Backup: 22; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2.18.2022

### 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 #28 to transfer money from Broadband (019-100-5196) to Kologik - Law Enforcement (019-100-5164) for Kologik invoice #7021480

**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)	Marya Castillo		
(3)	Carolyn Caro		

**3. Backup Materials:**     None     To Be Distributed    22 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 2-14-2022



- 10. Discussion/Action** to consider Resolution 22-2022, adopting software subscription agreement between the County and Questica for the use of budgeting software, and authorizing the County Judge to execute the same. **Speaker: Judge Haden; Backup: 29; Cost: \$29,500**

Resolution 22-2022 is read.

Motion made by Commissioner Theriot, seconded by Commissioner Westmoreland to approve Resolution 22-2022, adopting software subscription agreement between the County and Questica for the use of budgeting software, and authorizing the County Judge to execute the same. All voting "Aye".

MOTION APPROVED.

- 11. Discussion/Action** to consider Budget Amendment #21 to transfer funds from (001-6510-4860) Contingency to (001-6610-4185) Computer Support to pay for a new budgeting software. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 4; Cost: Net Zero**

Motion made by Commissioner Westmoreland, seconded by Commissioner Roland to approve Budget Amendment 21 to transfer funds from (001-6510-4860) Contingency to (001-6610-4185) Computer Support to pay for a new budgeting software. All voting "Aye".

MOTION APPROVED.

- 12. Discussion/Action** to consider Budget Amendment #22 to transfer funds from (001-6510-4864) Medical Contingency to (001-6510-4110) Professional Services to move \$100,000.00 for needed sufficient funds to cover professional services. **Speaker: Judge Haden/ Barbara Gonzales; Backup:2; Cost: Net Zero**

Motion made by Commissioner Theriot, seconded by Commissioner Roland to approve Budget Amendment 22 to transfer funds from (001-6510-4864) Medical Contingency to (001-6510-4110) Professional Services to move \$100,000.00 for needed sufficient funds to cover professional services. All voting "Aye".

MOTION APPROVED.

- 13. Discussion/Action** to consider the approval of Kologik a three (3) year service agreement for the Caldwell County Sheriff's Office in the amount \$153,850 (year one) and \$47,600 annual maintenance cost (year one & two). **Speaker: Judge Haden/ Jon Craigmile/ Danie Teltow; Backup: TBD; Cost: \$153,850.00**

Chase Goetz, Assistant Criminal District Attorney-Civil provides handouts to court and discusses changes made to contract.

Motion made by Commissioner Westmoreland, seconded by Commissioner Roland to approve Kologik a three (3) year service agreement for the Caldwell County Sheriff's Office in the amount \$153,850 (year one) and \$47,600 annual maintenance cost (year one & two). All voting "Aye".

MOTION APPROVED.

- 14. Discussion/Action** to consider the approval of the appointment of David Murdoch, Robert Moreno, and Mark Junger to the Emergency Services District (ESD) #3 as Commissioners to the Board of Directors. **Speaker: Judge Haden; Backup: 2; Cost: None**

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting December 28, 2021 9:00 a.m.**

---

Motion made by Commissioner Theriot, seconded by Commissioner Westmoreland to approve the appointment of David Murdoch, Robert Moreno, and Mark Junger to the Emergency Services District (ESD) 3 as Commissioners to the Board of Directors. All voting "Aye".

**MOTION APPROVED.**

**15. Discussion/Action** to consider the approval of re-appointments of Jerry Doyle, Greg Pope and appointment of Coralyn Bush to the Emergency Services District (ESD) #4 as Commissioners to the Board of Directors. **Speaker: Judge Haden; Backup: 2; Cost: None**

Motion made by Commissioner Roland, seconded by Commissioner Theriot to approve re-appointments of Jerry Doyle, Greg Pope and appointment of Coralyn Bush to the Emergency Services District (ESD) #4 as Commissioners to the Board of Directors. All voting "Aye".

**MOTION APPROVED.**

**16. Adjournment.**

Motion made by Commissioner Roland, seconded by Commissioner Westmoreland that we adjourn. All voting "Aye". Court adjourns at 9:15 a.m.

---

I, TERESA RODRIGUEZ, COUNTY CLERK AND EX OFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Caldwell County Commissioners' Court on December 28, 2021.

  
\_\_\_\_\_  
TERESA RODRIGUEZ, COUNTY CLERK AND EX OFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
CALDWELL COUNTY, TEXAS



COMMISSIONERS COURT MINUTES  
110 S Main St. 2<sup>nd</sup> Floor, Lockhart, Texas  
Commissioners Court December 28, 2021 9:00 a.m.



HOPPY HADEN County Judge  
TERESA RODRIGUEZ County Clerk

B.J. WESTMORELAND Commissioner Pct. 1  
BARBARA SHELTON Commissioner Pct. 2  
ED THERIOT Commissioner Pct. 3  
JOE IVAN ROLAND Commissioner Pct. 4

**Call Meeting to Order**

Judge Haden calls meeting to order at 9:00 a.m. Commissioner Shelton is not present.

**Invocation.**

Commissioner Roland opens meeting in prayer.

**Pledge of Allegiance to the Flags.**

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

Judge Haden leads all present in the pledge to both flags.

**Announcements.** Items or comments from Court members or staff.

Commissioner Westmoreland, Judge Haden wish everyone a Happy New Year.

**Citizens' Comments.** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day). Citizens' Comments may be submitted to the Court by using the form found at:  
<http://www.co.caldwell.tx.us/page/caldwell.CommissionersCourtForm>

No Citizens' Comments.

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

COMMISSIONERS COURT MINUTES  
Regular Meeting December 28, 2021 9:00 a.m.

---

1. Approve payment of County invoices and County Purchase Orders: \$606,455.60
2. Ratify re-occurring County Payments:
  - A. \$397,698.44 Payroll (11/21/2021 – 12/01/2021)
  - B. \$125, 106.37 Payroll Tax (11/21/2021 – 12/21/2021)
3. To approve Bond for Michael Bell, Constable Pct. 3
4. To approve Bond for Juanita Allan, District Clerk
5. To approve Bond for Debra Flores, Chief Deputy Clerk
6. To accept the Caldwell County Appraisal District's Board of Directors appointments

Motion made by Commissioner Westmoreland, seconded by Commissioner Roland to approve Consent Agenda. All voting "Aye".

MOTION APPROVED.

**DISCUSSION/ACTION ITEMS:**

7. Discussion/Action regarding the burn ban. Speaker: Judge Haden/ Hector Rangel; Backup: 3; Cost: None.

Hector Rangel, Chief EMC is not present but recommends to keep the Burn Ban off. Motion made by Commissioner Roland, seconded by Commissioner Theriot. All voting "Aye".

MOTION APPROVED.

8. Discussion/Action to consider Resolution 20-2022 for Caldwell County Rifle-Resistant Body Armor Grant to the Criminal Justice Division of the office of the Governor. Speaker: Judge Haden/ Reagan McLearen; Backup: 9; Cost: None

Resolution 20-2022 is read.

Motion made by Commissioner Theriot, seconded by Commissioner Westmoreland to approve Resolution 20-2022 for Caldwell County Rifle-Resistant Body Armor Grant to the Criminal Justice Division of the office of the Governor. All voting "Aye".

MOTION APPROVED.

9. Discussion/Action to consider Resolution 21-2022, re-appointing Commissioner B.J. Westmoreland as the Capitol Area Council of Government's Clean Air Coalition representative for a period of two years. Speaker: Judge Haden; Backup: 3; Cost: None

Resolution 21-2022 is read.

Motion made by Commissioner Roland, seconded by Commissioner Theriot to approve Resolution 21-2022, re-appointing Commissioner B.J. Westmoreland as the Capitol Area Council of Government's Clean Air Coalition representative for a period of two years. All voting "Aye".

MOTION APPROVED.



**Kologik LLC**  
P.O. 591  
Belle Chasse, LA 70037  
+225 7274804780  
billing@kologik.com

**BILL TO**

Caldwell County Sheriff's Office  
1703 S. Colorado St.  
Lockhart, Texas 78644

**SHIP TO**

Caldwell County Sheriff's Office  
1703 S. Colorado St.  
Lockhart, Texas 78644

**INVOICE 7021480****DATE** 12/29/2021 **TERMS** Net 30**DUE DATE** 01/28/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobile (Texas) Additional License - Command (Recurring)	Per user	7	600.00	4,200.00
	Mobile (Texas) Additional License - Full-Time User (Recurring)	Per user	20	1,000.00	20,000.00
	Mobile (Texas) Additional License - Reserve (Recurring)	Per user	15	600.00	9,000.00
	Mobile (Texas) Additional License - Admin w/TLETS (Recurring) (deleted)	Per user	4	600.00	2,400.00
	CAD Additional license (Recurring)	Per user	9	1,000.00	9,000.00
	CAD ANI/ALI Initial (One-time)		1	30,000.00	30,000.00
	Kologik RMS		1	20,000.00	20,000.00
	Mobile (Texas) Set up, Installation, & Remote Training (One-time)	Per user	55	350.00	19,250.00
	CAD Data Migration (One-time)	(CAD) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(RMS) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(Property and Evidence) Per vendor, per system	1	10,000.00	10,000.00
	CAD ANI/ALI Initial (One-time)	ANI/ALI Setup (Annual Maintenance Fee \$3,000 beginning Year 2)	1	10,000.00	10,000.00

Thank you for your Business.

Please Remit payment to:  
Kologik LLC  
PO Box 591  
Belle Chasse, LA 70037

TOTAL DUE

**\$153,850.00**

**SCHEDULE A  
PRODUCTS & PRICING SCHEDULE**

**Customer Name and Address:** ("Customer")  
 Caldwell County Sheriff's Office  
 1703 S. Colorado Street  
 Lockhart, TX 78644-0000

**Primary Contact Name:** Sheriff Mike Lane Phone: 512-398-6777

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter  
**Product/Services Selected:** Kologik SaaS Solution – New CAD/RMS/Mobile

Qty	Item Description	Unit Price	Total Price
7.00	Kologik Mobile System and RMS, Command LEO User License *	\$600.00	\$4,200.00
20.00	Kologik Mobile System and RMS, Full Time LEO Staff User License *	\$1000.00	\$20,000.00
15.00	Kologik Mobile System and RMS, Reserve User License *	\$600.00	\$9,000.00
4.00	Kologik Mobile System and RMS, Admin/Clerical User License *	\$600.00	\$2,400.00
9.00	Kologik Mobile System and CAD Dispatch License w/ TLETS *	\$1000.00	\$9,000.00
1.00	CAD Site License	\$30,000.00	\$30,000.00
1.00	RMS Site License	\$20,000.00	\$20,000.00
55.00	Setup, On-boarding and In-person Training	\$350.00	\$19,250.00
3.00	Data Migration CAD, RMS, Property and Evidence	\$10,000.00	\$30,000.00
1.00	ANI/ALI Setup (Annual Maintenance Fee \$3,000 Beginning Year 2) *	\$10,000.00	\$10,000.00
<b>GRAND TOTAL</b>			<b>\$153,850.00</b>

**PAYMENT SCHEDULE**

<b>Payment Due in Full Year 1 – Due Upon Invoicing</b>	<b>\$153,850.00</b>
** Annual Maintenance Fee Year 2 – Includes \$3,000 ANI/ALI Maint Fee	\$47,600.00
** Annual Maintenance Fee Year 3 – Includes \$3,000 ANI/ALI Maint Fee	\$47,600.00

**INVOICING AND PAYMENT TERMS**

**Invoicing.** Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$153,850.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

**Payment Terms.** Payments are due no later than thirty (30) days following the date of Kologik invoice.

**Additional Fees.** Credit card payments are subject to a processing fee.

**SPECIAL NOTES AND INSTRUCTIONS**

Additional Documentaiton and Submission required for TLETS access.

Internet access is required for the software to fully operate. Wireless service is not included in this quote.

\*Annual Recurring Fee

\*\* Annual Maintenance Fee could vary if additional licenses are added or removed from the number shown on this quote. If this is an Amended Service Agreement, this total does not account for the licenses previously acticated.

Above Information is a Purchase Agreement for services/goods described above.

Finance Approval and Signed Agreement is required prior to provision of services/goods described in this Purchase Agreement.

**Thank you for your business!**

Should you have any inquiries concerning this quote, please contact: Julie Prescott

301 Main Street, Suite 810, Baton Rouge, LA 70801

Phone: 830.624.5388 Email: [jprescott@kologik.com](mailto:jprescott@kologik.com)

**KOLOGIK LLC  
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 810, Baton Rouge, LA 70801 ("Kologik"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: Caldwell County Sheriff's Office ("Customer")  
Address: 1703 S. Colorado St.  
Lockhart, TX 78644

**RECITALS**

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

**AGREEMENT**

**1. Grant of License.**

1.1. **License Grant.** During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 **Restrictions on Use.** Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. **Initial Set Up and Configuration Services.** Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. **Professional Services and Statements of Work.** If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. **Customer Support.** During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. **Service Level Agreement.** Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. **Fees and Payment Terms.**

6.1 **Payment Terms.** Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (**Initials** ) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 **Expenses.** Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 **Cancellation or Rescheduling of Meetings or Travel by Customer.** If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 **Interest.** Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. Payments may be made by electronic means upon request to [AR@kologik.com](mailto:AR@kologik.com). Credit card processing or wire transfer fees will be the responsibility of the customer.

## 7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

### 7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that Customer is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express

written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

**8. Limited Warranty; Customer Obligations.**

**8.1. Software/Solution Warranties.**

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

**8.2 Services Warranties.**

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

**9. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

## **10. Indemnification**

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are

issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

## 11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the of actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials \_\_\_\_\_)

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials \_\_\_\_\_) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Kologik shall provide a work order to

Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

## 12. General Provisions.

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, or other information otherwise confidential by law. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik: Kologik LLC  
301 Main Street, Suite 810  
Baton Rouge, LA 70801  
Attn: Paul San Soucie  
Email: orders@kologik.com

To Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

KOLOGIK LLC

CUSTOMER

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Additional Contact Information**

Primary Contact Name: \_\_\_\_\_

Primary Contact Job Title: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_

Department Head Name: \_\_\_\_\_

Department Head Job Title: \_\_\_\_\_

Department Head Email: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

Billing Contact Phone: \_\_\_\_\_

Kologik Contracts Rep. Name: \_\_\_\_\_

Kologik Contracts Rep. Phone: \_\_\_\_\_

Kologik Contracts Rep. Email: \_\_\_\_\_

## SCHEDULE B

### **Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy**

Two (2) ways to contact Support:

Phone: 855-339-9417

Email: support@kologik.com

#### **Uptime Availability**

---

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

#### **Service Level Definitions**

---

##### **LEVEL 1 – Support provides the following services:**

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

##### **LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:**

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

##### **LEVEL 3 – Support services provide code level changes to the application**

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

## Severities

---

<b>Severity 1</b> High Priority Critical	<b>Definition:</b> System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

<b>Severity 2</b> Medium Priority	<b>Definition:</b> Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

<b>Severity 3</b> Low Priority	<b>Definition:</b> Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

<b>Severity 4</b> Low Priority	<b>Definition:</b> Enhancement, feature/user request or training. May include password resets or training questions.
-----------------------------------	---

Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

## **Remedy**

---

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

**14. Discussion/Action** to consider REQ01509 in the amount of \$153,850.00 for Kologik LLC 3 year soft wear Service Agreement for the Caldwell County Sheriffs Office. **Speaker: Judge Haden/ Carolyn Caro; Backup: 3; Cost: \$153,850.00**

## 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/18/2022

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Approval of REQ01509 in the amount of \$153,850.00 for Kologik LLC 3 year software service agreement for the Caldwell County Sheriffs Office.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 153,850.00

Is this cost included in the County Budget?    Yes

Is a Budget Amendment being proposed?    Yes

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Carolyn Caro		Purchasing 1st Assistant
(2)	Hoppy Haden		County Judge
(3)			

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

4.   
Signature of Court Member

02/11/2022  
Date

Exhibit A



**Kologik LLC**  
 P.O. 591  
 Belle Chasse, LA 70037  
 +225 7274804780  
 billing@kologik.com

**BILL TO**

Caldwell County Sheriff's Office  
 1703 S. Colorado St.  
 Lockhart, Texas 78644

**SHIP TO**

Caldwell County Sheriff's Office  
 1703 S. Colorado St.  
 Lockhart, Texas 78644

**INVOICE 7021480****DATE 12/29/2021 TERMS Net 30****DUE DATE 01/28/2022**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobile (Texas) Additional License - Command (Recurring)	Per user	7	600.00	4,200.00
	Mobile (Texas) Additional License - Full-Time User (Recurring)	Per user	20	1,000.00	20,000.00
	Mobile (Texas) Additional License - Reserve (Recurring)	Per user	15	600.00	9,000.00
	Mobile (Texas) Additional License - Admin w/TLETS (Recurring) (deleted)	Per user	4	600.00	2,400.00
	CAD Additional license (Recurring)	Per user	9	1,000.00	9,000.00
	CAD ANI/ALI Initial (One-time)		1	30,000.00	30,000.00
	Kologik RMS		1	20,000.00	20,000.00
	Mobile (Texas) Set up, Installation, & Remote Training (One-time)	Per user	55	350.00	19,250.00
	CAD Data Migration (One-time)	(CAD) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(RMS) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(Property and Evidence) Per vendor, per system	1	10,000.00	10,000.00
	CAD ANI/ALI Initial (One-time)	ANI/ALI Setup (Annual Maintenance Fee \$3,000 beginning Year 2)	1	10,000.00	10,000.00

Thank you for your Business.

Please Remit payment to:  
Kologik LLC  
PO Box 591  
Belle Chasse, LA 70037

TOTAL DUE

**\$153,850.00**

**15. Discussion/Action** to consider the approval to pay REQ01509 Kologik LLC software Service Agreement for the Caldwell County Sheriffs Office. **Speaker: Judge Haden; Backup: 3; Cost: \$153,850.00**

**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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 2.18.2022

**Type of Agenda Item**

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

What will be discussed? What is the proposed motion?

to consider approval to pay Kologik LLC Softwear Service Agreement for Caldwell County Sheriffs Office in the amount of \$153,850.00

**1. Costs:**

Actual Cost or  Estimated Cost \$ \$153,850.00

Is this cost included in the County Budget? \_\_\_\_\_

Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

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

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

4.   
Signature of Court Member

2-14-2022  
Date



**Kologik LLC**  
 P.O. 591  
 Belle Chasse, LA 70037  
 +225 7274804780  
 billing@kologik.com

**BILL TO**

Caldwell County Sheriff's Office  
 1703 S. Colorado St.  
 Lockhart, Texas 78644

**SHIP TO**

Caldwell County Sheriff's Office  
 1703 S. Colorado St.  
 Lockhart, Texas 78644

**INVOICE 7021480****DATE 12/29/2021 TERMS Net 30****DUE DATE 01/28/2022**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobile (Texas) Additional License - Command (Recurring)	Per user	7	600.00	4,200.00
	Mobile (Texas) Additional License - Full-Time User (Recurring)	Per user	20	1,000.00	20,000.00
	Mobile (Texas) Additional License - Reserve (Recurring)	Per user	15	600.00	9,000.00
	Mobile (Texas) Additional License - Admin w/TLETS (Recurring) (deleted)	Per user	4	600.00	2,400.00
	CAD Additional license (Recurring)	Per user	9	1,000.00	9,000.00
	CAD ANI/ALI Initial (One-time)		1	30,000.00	30,000.00
	Kologik RMS		1	20,000.00	20,000.00
	Mobile (Texas) Set up, Installation, & Remote Training (One-time)	Per user	55	350.00	19,250.00
	CAD Data Migration (One-time)	(CAD) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(RMS) Per vendor, per system	1	10,000.00	10,000.00
	RMS Data Migration (One-time)	(Property and Evidence) Per vendor, per system	1	10,000.00	10,000.00
	CAD ANI/ALI Initial (One-time)	ANI/ALI Setup (Annual Maintenance Fee \$3,000 beginning Year 2)	1	10,000.00	10,000.00

Thank you for your Business.

Please Remit payment to:  
Kologik LLC  
PO Box 591  
Belle Chasse, LA 70037

TOTAL DUE

**\$153,850.00**

**16. Discussion/Action** to consider Budget Amendment #29 to transfer money from 001-6000-0950 Insurance Proceeds to 001-4300-5310 Machinery & Equipment for repairs to a County Sheriff Office Vehicle. **Speaker: Judge Haden/ Mayra Castillo/ Carolyn Caro; Backup: 7; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2.18.2022

### 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 #29 to transfer money from 001-6000-0950 Insurance Proceeds to 001-4300-5310 Machinery & Equipment for repairs to an County Sheriff Office Vehicle

**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:**

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	<u>Judge Haden</u>		
(2)	<u>Mayra Castillo</u>		
(3)	<u>Carolyn Caro</u>		

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

4.   
\_\_\_\_\_  
Signature of Court Member

\_\_\_\_\_  
Date    2-14-2022





Caldwell County, TX

Packet: CLPKT13904 - TAC - FORD F 150 2018 2/22

# End Of Day Journal Register

## Receipt Detail

Posting Date: 2/7/2022

### Summaries

#### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
22	1	1,381.28	1,381.28	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>1,381.28</b>	<b>1,381.28</b>	<b>0.00</b>	<b>0.00</b>

#### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	2120 TREASURER - Treasurer's Office Misc Receipts	1	1,381.28	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>1,381.28</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>1,381.28</b>	<b>0.00</b>

#### Taken By Summary

Taken By	Count	Applied Amount
Rebecca Diaz	1	1,381.28
<b>Total Receipts:</b>	<b>1</b>	<b>1,381.28</b>

#### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
2120 TREASURER - Treasurer's Office Misc Receipts	1	1,381.28	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>1,381.28</b>	<b>0.00</b>

#### Product Code Summary

Product Code	Trans. Count	Applied Amount
INSURANCE PROCEEDS - 001-6000-0950 INSURANCE PRC	1	1,381.28
<b>Product Code Totals:</b>	<b>1</b>	<b>1,381.28</b>

#### Batch Payment Summary

Batch: B00013903 - CLPKT 13904 TAC-FOF Operator: Deputy Treasurer

Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
CHECKS - Checks and Money Orders	1	1,381.28		
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>1,381.28</b>	<b>0.00</b>	<b>1,381.28</b>

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( - )	Total Cash	( = )	Total Non-Cash
CHECKS - Checks and Money Orders	1	1,381.28				
<b>Payment Method Totals:</b>	<b>1</b>	<b>1,381.28</b>		<b>0.00</b>		<b>1,381.28</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	( - )	Total Cash	( = )	Total Non-Cash
<b>MM Account - Money Market Account</b>							
	CHECKS - Checks and Money Orders	1	1,381.28				
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>1,381.28</b>		<b>0.00</b>		<b>1,381.28</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>1,381.28</b>		<b>0.00</b>		<b>1,381.28</b>

**General Ledger Distribution**

Posting Date: 2/7/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	1,381.28	Yes
001-6000-0950	INSURANCE PROCEEDS	-1,381.28	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	1,381.28	
999-2060	DUE TO GENERAL FUND	-1,381.28	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



**TEXAS ASSOCIATION OF COUNTIES**  
**RISK MANAGEMENT POOL-CLAIMS**  
 1210 SAN ANTONIO STREET  
 AUSTIN, TX 78701  
 (512) 478-8753

FROST BANK  
 30-9/1140

55989

DATE 2/2/2022 AMOUNT \$ 1,381.28

PAY ONE THOUSAND THREE HUNDRED EIGHTY-ONE AND 28 / 100 DOLLARS

TO THE ORDER OF: Caldwell County  
 110 S Main St Rm 201  
 Lockhart, TX 78644-2701



VOID AFTER 180 DAYS

*Susan M Rufford*  
*Julie Reg*

CHECK DATE	CHECK NO.
2/2/2022	55989

VENDOR ID	ACCOUNT NUMBER		
746001631-72 Caldwell County			
DATE	INVOICE NO.	DESCRIPTION	AMOUNT
2/2/2022	AL20221523-1	UM - PD-to Clm/Aty Payment for damages to 2018 Ford F-150 VIN 1085 of \$1,631.28 less the \$250.00 deductible	\$1631.28
2/2/2022	AL20221523-1	Deductible	\$-250.00

TEXAS ASSOCIATION OF COUNTIES  
 RISK MANAGEMENT POOL CLAIMS

55989

001-6000-0950

**RECEIVED**

FEB 01 2022

ANGELA RAMLISON  
 CALDWELL COUNTY TREASURER

Caldwell County  
 110 S Main St Rm 201  
 Lockhart, TX 78644-2701



13904

## Darlene Morris

---

**From:** Carolyn Caro <carolyn.caro@co.caldwell.tx.us>  
**Sent:** Monday, February 7, 2022 2:58 PM  
**To:** Mayra Castillo  
**Cc:** 'Darlene Morris'  
**Subject:** Ins check  
**Attachments:** TAC check.pdf

Mayra,

The attached check was received by the Treasurer's Office today. It's for repairs to an SO vehicle.

Take care,

Carolyn M. Caro  
Purchasing 1<sup>st</sup> Assistant  
Caldwell County  
[carolyn.caro@co.caldwell.tx.us](mailto:carolyn.caro@co.caldwell.tx.us)



Report Run Time:  
2/7/2022 3:17:00 PM

Run By:  
Darlene Morris

## Closed Batch Status

Entry Date: Feb 7 2022 3:17PM CST

Cut Off Time: 4:00PM CST

Client: Caldwell County Treasurer, 746001631

Deposit: Main Operating

Account #: \*\*\*1330 Account Name: Main Operating

Batch	Pending Count	Pending Total	Canceled Count	Canceled Amount
113035183 [ CLPKT13904 Feb 7 2022 3:17PM CST ]	1	\$ 1,381.28	0	\$ 0.00

Created By: dmorris Closed By: dmorris

**17. Discussion/Action** to consider Budget Amendment #30 to transfer money from 001-6000-0950 Insurance Proceeds to 001-4321-4510 Repairs and Maintenance for repairs of Constable Pct. 1 vehicle. **Speaker: Judge Haden/ Mayra Castillo; Backup: 5; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2.18.2022

### 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 #30 to transfer money 001-6000-0950 Insurance Proceeds to 001-4321-4510 Repairs and Maintenance for repairs of Constable Prct 1 vehicle

**1. Costs:**

Actual Cost or     Estimated Cost    \$ Net Zero

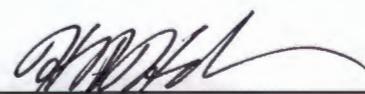
Is this cost included in the County Budget?    No

Is a Budget Amendment being proposed?    Yes

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)	Mayra Castillo		
(3)	Carolyn Caro		

**3. Backup Materials:**     None     To Be Distributed    4 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 2-14-2022 <sup>2022</sup>





Caldwell County, TX

Packet: CLPKT13876 - TAC - 2007 DODGE CHARGER 1/22

COPY

# End Of Day Journal Register

## Receipt Detail

Posting Date: 1/25/2022

### Summaries

#### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	152.24	152.24	0.00	0.00
<b>Terminal Totals:</b>	1	152.24	152.24	0.00	0.00



#### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	2120 TREASURER - Treasurer's Office Misc Receipts	1	152.24	0.00
	<b>Operator Transaction Totals:</b>	1	152.24	0.00
	<b>Transaction Totals:</b>	1	152.24	0.00

#### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	152.24
<b>Total Receipts:</b>	1	152.24

#### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
2120 TREASURER - Treasurer's Office Misc Receipts	1	152.24	0.00
<b>Transaction Totals:</b>	1	152.24	0.00

#### Product Code Summary

Product Code	Trans. Count	Applied Amount
INSURANCE PROCEEDS - 001-6000-0950 INSURANCE PRC	1	152.24
<b>Product Code Totals:</b>	1	152.24

#### Batch Payment Summary

Batch: B00013871 -CLPKT13876 TAC- 200 Operator: Deputy Treasurer

Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
CHECKS - Checks and Money Orders	1	152.24		
<b>Batch Payment Method Totals:</b>	1	152.24	0.00	152.24



**TEXAS ASSOCIATION OF COUNTIES**  
**RISK MANAGEMENT POOL-CLAIMS**  
 1210 SAN ANTONIO STREET  
 AUSTIN, TX 78701  
 (512) 478-8753

FROST BANK  
 30-9/1140

55745

DATE  
 1/18/2022

AMOUNT  
 \$ 152.24

PAY ONE HUNDRED FIFTY-TWO AND 24 / 100 DOLLARS

TO THE ORDER OF:

Caldwell County  
 110 S Main St Rm 201  
 Lockhart, TX 78644-2701



VOID AFTER 180 DAYS

*Susan M. Rawlinson*  
*B. Hancock*

TEXAS ASSOCIATION OF COUNTIES  
 RISK MANAGEMENT POOL CLAIMS

CHECK DATE	CHECK NO.
1/18/2022	55745

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER	
746001631-72	Caldwell County		
DATE	INVOICE NO	DESCRIPTION	AMOUNT
1/18/2022	APD20211222-1	MVD-to Clm/Aty Supplemental Repairs to a 2007 Dodge Charger, VIN 2B3KA43G37H71422	\$152.24
1/18/2022	APD20211222-1		\$0.00



TEXAS ASSOCIATION OF COUNTIES  
 RISK MANAGEMENT POOL-CLAIMS

001-4321

code

**RECEIVED**

JAN 26 2022

ANGELA RAWLINSON  
 CALDWELL COUNTY TREASURER

Caldwell County  
 110 S Main St Rm 201  
 Lockhart, TX 78644-2701

13876

TO REORDER CALL (706) 327-9550

Report Run Time:  
1/25/2022 2:29:00 PM

Run By  
Darlene Morris

## Closed Batch Status

Entry Date: Jan 25 2022 2:28PM CST

Cut Off Time: 4:00PM CST

Client: Caldwell County Treasurer, 746001631

Deposit: Main Operating

Account #: \*\*\*1330 Account Name: Main Operating

Batch	Pending Count	Pending Total	Canceled Count	Canceled Amount
112746727 [ CLPKT13876 Jan 25 2022 2:28PM CST ]	1	\$ 152.24	0	\$ 0.00

Created By: dmorris Closed By: dmorris

**18. Discussion/Action** to consider the approval of the Memorandum of Agreement between Caldwell County Homeland Security and Emergency Management Office. **Speaker: Judge Haden/ Dennis Engelke/ Hector Rangel; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** February 18, 2022

### 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 approval of the Memorandum of Agreement between Caldwell County Homeland Security and Emergency Management Office.

**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)	Hector Rangel		HSEM Chief
(2)	Dennis Engelke		Grants Administrator
(3)			

**3. Backup Materials:**     None     To Be Distributed    17 total # of backup pages  
(including this page)

4.   
Signature of Court Member

2/14/2022  
Date

**Memorandum of Agreement  
between the  
Caldwell County Homeland Security and  
Emergency Management Office  
and the**



**Federal Emergency Management Agency  
Integrated Public Alert and Warning System  
(IPAWS) Program Management Office**

---

**Regarding the use of:  
Caldwell County Homeland Security and  
Emergency Management Office  
Interoperable System(s)  
and  
IPAWS OPEN Platform for Emergency Networks  
(IPAWS-OPEN)**

Version 4.7

23 Nov 2021

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Document Change History

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Description</b>
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead

## MEMORANDUM OF AGREEMENT

### 1.0 SUPERSEDES: None

### 2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Caldwell County Homeland Security and Emergency Management Office hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Caldwell County Homeland Security and Emergency Management Office Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

### 3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

### 4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

### 5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in

Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

## 6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

## 7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

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- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

### 8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

### 9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
  - The ability to assign and manage user permissions; and
  - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
  - The provision of vendor support, to include user training, and around the clock technical support; and
  - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
  - The provision of an intuitive user interface, to include help menus; and
  - The ability to notify the user of digital certificate expiration; and
  - The ability to constrain event types and geocodes to user permissions; and
  - The ability to send one alert to multiple channels; and
  - The provision of displays that show required fields based on selected channel; and

- The ability to pre-populate fields to the greatest extent possible; and
- The ability to support templates; and
- The ability to create a polygon or circle, of less than 100 nodes; and
- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
  - The ability to pre-check an alert message for errors, prior to sending; and
  - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
  - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
  - The provision of user confirmation of connectivity to IPAWS; and
  - The ability for users to see alert history and/or logs

## 10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

## 11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

## 12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

**SIGNATORY AUTHORITY**

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Caldwell County Homeland Security and Emergency Management Office Official**

**Name: Hector Rangel**

**Title: Chief of Homeland Security and Emergency Management**

**Federal Emergency Management Agency**

**IPAWS-OPEN System Owner**

**Name: Mark A. Lucero**

**Title: Chief, IPAWS Engineering**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date)

**Caldwell County Homeland Security and Emergency Management Office  
1403 Blackjack Street Suite D  
Lockhart, TX, 78644**

\_\_\_\_\_  
(Signature

\_\_\_\_\_  
Date)

**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309  
Federal Emergency Management Agency  
500 C Street SW  
Washington, D.C. 20472-3153**

## Appendix A

### Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Everbridge**

Function:	Everbridge provides critical information to residents during emergencies by sending public alerts for major events for disseminations to WEA/CMAS, EAS, NWEM and Public Feed.
Location:	Burbank, CA; Denver, CO;
Description of data, including sensitivity or classification level:	Data is comprised of emergency public alert messages

## **Appendix B**

### **COG Point of Contact Information**

**Designated COG Primary Point of Contact:**

**Name:** Hector Rangel

**Title:** Chief of Homeland Security and Emergency Management

**Business Email Address:** hector.rangel@co.caldwell.tx.us

**Primary Phone Number:** 512-398-1822

**Alternate Phone Number:**

**Organization:** Caldwell County Homeland Security and Emergency Management Office

**Mailing Address:** 1403 Blackjack Street Suite D, Lockhart, TX, 78644

**Designated Alternate Point of Contact:**

**Name:** Hank Alex

**Title:** Deputy Chief of Homeland Security and Emergency Management

**Business Email Address:** hank.alex@co.caldwell.tx.us

**Primary Phone Number:** 512-398-1822

**Alternate Phone Number:**

**Organization:** Caldwell County Homeland Security and Emergency Management Office

**Mailing Address:** 1403 Blackjack Street Suite D, Lockhart, TX, 78644

**Designated Technical Point of Contact:**

**Name:** Matt Zimmerman

**Title:** Crisis Information Systems Coordinator

**Business Email Address:** mzimmerman@capcog.org

**Primary Phone Number:** 512-916-6013

**Alternate Phone Number:**

**Organization:** Capital Area County of Governments

**Mailing Address:** 6800 Burleson Rd. #165 Bldg. 310, Austin, TX, 78758

**FEMA: Integrated Public Alert and Warning System  
Open Platform for Emergency Networks (IPAWS-OPEN)**

<b>Contact Name</b>	<b>Contact Number</b>	<b>Email Address</b>	<b>Summary of System Responsibilities</b>
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Cynthia Sutherland	202-710-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS-OPEN Tech Lead

## Appendix C

### IPAWS-OPEN Rules of Behavior

#### 1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Caldwell County Homeland Security and Emergency Management Office Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

#### 2.0 APPLICATION RULES

##### 2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Caldwell County Homeland Security and Emergency Management Office will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Caldwell County Homeland Security and Emergency Management Office is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Caldwell County Homeland Security and Emergency Management Office will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Caldwell County Homeland Security and Emergency Management Office understands that the use of digital signatures, used on their behalf, is binding and Caldwell County Homeland Security and Emergency Management Office will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

##### 2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials

must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

### 2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
  - Be at least eight characters in length
  - Contain a combination of alphabetic, numeric and special characters
  - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as “qwerty” or “xyz123”.
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit “year” string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.

- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

#### 2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
  - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
  - Protect sensitive data sent to or received from IPAWS-OPEN;
  - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
  - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Caldwell County Homeland Security and Emergency Management Office Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

#### 2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

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- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

**2.6 Accountability**

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

**2.7 Incident Reporting**

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Caldwell County Homeland Security and Emergency Management Office Help Desk.

**3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement**

*I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Caldwell County Homeland Security and Emergency Management Office Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Name of Sponsoring Eligible Organization: Caldwell County, Texas

*Individual who will sign the MOA on behalf of the Sponsoring Eligible Organization*

**Name:** Hoppy Haden **Title:** Caldwell County Judge

**Email:** hoppy.haden@co.caldwell.tx.us **Telephone:** 512-398-1808

**Organization:** Caldwell County, Texas

**Physical Address:** 110 South Main Street

**City:** Lockhart **State:** Texas **Zip Code:** 78644

*Primary Point of Contact*

**Name:** Hector Rangel **Title:** Chief of Homeland Security and Emergency Management

**Email:** hector.rangel@co.caldwell.tx.us **Telephone:** 512-398-1822

**Organization:** Caldwell County Homeland Security and Emergency Management Office

**Physical Address:** 1403 Blackjack Street Suite D

**City:** Lockhart **State:** Texas **Zip Code:** 78644

*Alternate Point of Contact*

**Name:** Hank Alex **Title:** Deputy Chief of Homeland Security and Emergency Management

**Email:** hank.alex@co.caldwell.tx.us **Telephone:** 512-398-1822

**Organization:** Caldwell County Homeland Security and Emergency Management Office

**Physical Address:** 1403 Blackjack Street Suite D

**City:** Lockhart **State:** Texas **Zip Code:** 78644

*Technical Point of Contact*

**Name:** Matt Zimmerman **Title:** Crisis Information Systems Coordinator

**Email:** mzimmerman@capcog.org **Telephone:** 512-916-6013

**Organization:** Capital Area Council of Governments

**Physical Address:** 6800 Burleson Rd. #165 Bldg. 310

**City:** Austin **State:** Texas **Zip Code:** 78758



**19. Discussion/Action** to consider the County Information Resource Agency (TAC CIRA) Services Agreement and to increase in website service package. **Speaker: Judge Haden; Backup: 25; Cost: \$3,550**

## 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 2.18.2022

### Type of Agenda Item

Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the County Information Resource Agency (TAC CIRA) Services Agreement and to increase in website service package.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 3,550

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    24 total # of backup pages  
(including this page)

4.  \_\_\_\_\_  
Signature of Court Member

2-14-2022 \_\_\_\_\_  
Date



# TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

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## SERVICES AGREEMENT

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### FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

### AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

#### 1. GENERAL TERMS AND CONDITIONS

##### 1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

## **1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

## **1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

## **1.4 Abuse of Services and CIRA's rights.**

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

## 1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

## **1.6 Intellectual Property.**

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

## **1.7 Disclaimer.**

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON,

ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### **1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

#### **1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

##### **To CIRA:**

**The County Information Resources Agency**  
**c/o Texas Association of Counties**  
1210 San Antonio Street  
Austin, Texas 78701  
Attn: CIRA Manager  
support@county.org

##### **To Member:**

To the CIRA Coordinator specified on the signature page.

#### **1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one- year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

#### **1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

### **1.12 Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

### **1.13 Amendment.**

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

### **1.14 Third Party Rights.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

### **1.15 Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

### **1.16 Payment terms.**

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

## **2. TERMS AND CONDITIONS FOR EMAIL SERVICES.**

### **2.1 Email storage.**

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

### **2.2 Email deletion.**

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the

Member that it intends to purge email.

### **2.3 Email backup.**

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

### **2.4 Records retention.**

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

### **2.5 Email Administrator.**

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

### **2.6 Responsibilities of Email Administrator.**

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

2.6.8 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests.

## **2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

## **2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account.

## **2.9 Email Support.**

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

## **3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

### **3.1 Internet domain name.**

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit D. For example, the standard format for a county's Internet domain name is www.co.[county name].tx.us.

### **3.2 Internet service.**

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### **3.3 Server storage.**

CIRA will provide a Member with storage space on CIRA's server(s) to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

### **3.4 CIRA and TAC logos and links.**

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### **3.5 Website availability and Service interruption.**

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website

availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

### **3.6 Content posting.**

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be

considered a customization of the website, and the Member will be charged accordingly.

**3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

**3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

**4. ADDITIONAL SERVICES.**

**4.1** CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

**COUNTY INFORMATION RESOURCE AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director, Texas Association of Counties

MEMBER:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

**CIRA COORDINATOR CONTACT**

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMBER EMAIL ADMINISTRATOR** *(required - applicable for email services only)* The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.)

Member counties must designate at least three Email Administrators who will be responsible for authorizing TAC CIRA to fulfill member county's email-related requests. Member counties have the ability to give these administrators privileges to manage county email accounts (E.g., add and delete accounts.)

**Email Administrator 1 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

---

Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)

**Email Administrator 2 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)

**Email Administrator 3 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)

# Exhibit B: Website Services, Pricing and OrderForm

## Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: \_\_\_\_\_

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p><b>Standard Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> </ul>	<p>\$1,550 per year</p>
<input type="checkbox"/>	<p><b>Standard Plus Website Package</b>  <i>Includes all features of Standard Package, plus website postings add-on</i></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> </ul>	<p>\$3,550 per year</p>

<input type="checkbox"/>	<p><b>Premium Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> </ul> <p><b>+ Website Postings Add-on available for discounted rate of \$1,800/year.</b> Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$4,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$3,200 annual fee (after first year)</p> <p><input type="checkbox"/></p> <p>Additional \$1,800/year Website postings add-on</p>
<input type="checkbox"/>	<p><b>Ultimate Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>• Communicator module to prominently place county news &amp; announcements on website homepage</li> </ul> <p><b>+ Website Postings Add-on available for discounted rate of \$1,800/year.</b> Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$5,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$4,200 annual fee (after first year)</p> <p><input type="checkbox"/></p> <p>Additional \$1,800/year Website postings add-on</p>

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p><b>Website Content Migration or Customization</b></p> <ul style="list-style-type: none"> <li>• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.</li> <li>• Performing content migration from one website to another.</li> </ul>	\$50 / per hour

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit C: Email Terms and Conditions - Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

SIGNED the \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

County: \_\_\_\_\_

Email address: \_\_\_\_\_

# Exhibit D: Internet Domain Name Authorization Form

<Insert Date>

Dear TAC CIRA Manager,

On behalf of <insert county name> County, Texas, I hereby authorize the Texas Association of Counties County Information Resources Agency (TAC CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the TAC CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact:

TAC CIRA Manager  
TAC County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@county.org](mailto:support@county.org)

Technical Contact:

TAC CIRA Manager  
TAC County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@county.org](mailto:support@county.org)

Sincerely,

<insert signature block>

# Exhibit A: Email Services, Pricing and Order Form

## Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: \_\_\_\_\_

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/>  # of Email Accounts: _____	<p><b>Plan 1: Microsoft 365 Business Basic Email (50 GB)</b></p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	\$4.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts: _____	<p><b>Plan 2: Microsoft 365 Business Standard Email (50 GB)</b></p> <p>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite</p> <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	\$12.40 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 3: Office 365 Enterprise - E1 (50 GB)</b> Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 4: Office 365 Enterprise - E3 (100 GB)</b> Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)</li> <li>• 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses)</li> <li>• Active directory integration</li> <li>• Includes eDiscovery and mailbox holds</li> <li>• Includes data loss protection feature</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 5: Office 365 Exchange Online Plan 1 (50 GB)</b> Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/>  # of Email Accounts:  <hr style="width: 100px; margin-left: 0;"/>	<b>Plan 6: Exchange Online Plan 2 (100 GB)</b>  All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Includes eDiscovery and mailbox holds</li> <li>• Includes data loss protection feature</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
--	--	--

<input type="checkbox"/>  # of Email Accounts:  <hr style="width: 100px; margin-left: 0;"/>	<b>Plan 7: Office 365 - F3 (2 GB)</b>  Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> <li>• 2 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications Outlook, OneNote, Word, Excel and PowerPoint on up to 5 devices per user</li> <li>• Collaboration tools like Sharepoint and Teams</li> <li>• 2 GB of OneDrive storage</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month
--	---	--

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 1: Email Archiving</b></p> <p>Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.</p> <p>From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.</p>	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)</b></p> <p>Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.</p>	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)</b></p> <p>All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.</p>	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 4: Azure Information Protection (Plan 1)</b></p> <p>Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.</p>	\$3.00 per email / per month + 30% Management Fee per month

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**From:** [TAC CIRA](#)  
**To:** [ezzy.chan@co.caldwell.tx.us](mailto:ezzy.chan@co.caldwell.tx.us)  
**Subject:** Action Required for Continued Website Service  
**Date:** Monday, February 14, 2022 9:30:59 AM

Trouble viewing this email? [Click here](#) to view in web browser

TAC CIRA



The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

February 14, 2022

## Required Action Overdue: Confirm Your 2022 Website Services

The Texas Association of Counties County Information Resources Agency (TAC CIRA) provides website services to Caldwell County. Thank you for allowing us to serve you.

TAC CIRA's recently updated website service packages and prices took effect for all current website customers on Jan. 1, 2022. **We have not received your county's updated, approved and signed services agreement and need one at your earliest convenience to ensure continuation of prompt service and support.**

The new website package that is most comparable to your county's current plan is listed below. We will continue to provide support for this package and invoice your county accordingly until your county indicates otherwise:

"Standard Plus Website Package - \$3,550 per year"

See pages 19-21 in the [updated services agreement](#) for a breakdown of the new website hosting service packages. You may also review the available plan features on [our website](#).

Please indicate your county's desired website package for 2022 by sending a completed services agreement to [support@county.org](mailto:support@county.org) or by fax to (512) 479-1807 at your earliest convenience.

All of the packages include:

- SSL (secure sockets layer) certificate, which is a security best practice.
- Website hosting on the ezTask platform.
- Self-edit access for any number of county employees.
- Hands-on support from TAC CIRA by phone and email.
- Training from the TAC CIRA team.

Your customer experience and satisfaction are our highest priority. Please do not hesitate to contact us at (512) 478-8753 or [support@county.org](mailto:support@county.org) if you have questions regarding TAC CIRA's website services or if we should contact another person within the county.



You have received this email message due to your membership, participation or interest in Texas Association of Counties.  
To ensure delivery of TAC CIRA, Please add our [email address](#) to your address book or safe senders list.  
Copyright Texas Association of Counties | 1210 San Antonio, Austin, TX 78701 | (800) 456-5974 | [Our website](#)

**20. Discussion/Action** to consider the approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Smiles Acres Location on Seawillow Rd. & Young Lane.  
**Speaker: Commissioner Shelton/ Kasi Miles; Backup: 19; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 2/18/2022

### 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 Smiles Acres located on Seawillow Road & Young Lane.

**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) \_\_\_\_\_

(3) \_\_\_\_\_

**3. Backup Materials:**     None     To Be Distributed    18 total # of backup pages  
(including this page)

**4. Commissioner Shelton**  
Signature of Court Member

Date 02/14/2022



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Smiles Acres Short Form Plat  
Project No. 1911-214-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Smiles Acres, a 2-lot residential subdivision consisting of 12.476-acres located at 4553 Seawillow Road – Young Lane, Caldwell County, Texas. The subdivision will be served by Polonia Waters Supply and OSSF.

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

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

Handwritten signature of Tracy A. Bratton, P.E. in blue ink.

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.

# SMILE ACRES

A subdivision of a 12.746 acres out of the John R. Miller Survey A-195 in Caldwell County, Texas

## LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the John R. Miller Survey A-195 and also being a part of a tract of land called 9.879 acres and conveyed to H&T Partners Ltd by deed recorded in Volume 419 Page 288 of the Official Public Records of Caldwell County, Texas and being also a part of a tract of land called 3.03 acres and conveyed to Green Acre Housing, LLC by deed recorded in Instrument #2021-006418 of the said Official Public Records and being more particularly described as follows:

**BEGINNING** at a 2" iron pipe fence post found used for basis of bearing in the East line of the newly dedicated East line of Seawillow Road (County Road #205) and the SW corner of the above mentioned 3.03 acre tract and the NW corner of a tract of land called 40.2 acres and conveyed to the said H&T Partners Ltd in the said Volume 419 Page 288 for the SW corner this tract.

**THENCE** N 08°28'01" W with the newly dedicated East line of Seawillow Road and over and across the said 9.879 acre tract and over and across the said 3.03 acre tract 898.43 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the NW corner of the said 9.879 acre tract and the intersection of the East line of Seawillow Road and the South line of Young Lane for the NW corner this tract.

**THENCE** with the newly dedicated South line of Young Lane and over and across the said 9.879 acre tract for the following two courses:  
 (1) N 59°18'52" E 80.05 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.  
 (2) N 79°45'22" E 473.81 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the East line of the said 9.879 acre tract and the apparent West line of a tract of land called 10.00 acres and conveyed to Linda Johnston et al and described in Instrument #122568 of the said Official Public Records for the NE corner this tract.

**THENCE** with the West and South lines of the above mentioned 10.00 acre tract and the East line of the said 9.879 acre tract and the North and East lines of the said 3.03 acre tract for the following three (3) courses:  
 (1) S 08°29'00" E 778.03 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the SE corner of the said 9.879 acre tract and the North line of the said 3.03 acre tract and apparent exterior corner of the said 10.00 acre tract for an ell corner this tract.  
 (2) N 80°10'00" E 318.17 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the NE corner of the said 3.03 acre tract for the most Easterly NE corner this tract.  
 (3) S 10°06'00" E 149.72 feet to a 6" treated fence post found used for basis of bearing in the SE corner of the said 3.03 acre tract and the North line of the above mentioned 40.2 acre tract and the SW corner of the said 10.00 acre tract for the SE corner this tract.

**THENCE** S 80°00'00" W with the South line of the said 3.03 acre tract and the North line of the said 40.2 acre tract 870.57 feet to the place of beginning containing 12.746 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 #48055C0275E effective date June 19, 2012. Flood Zone "X" (AREA NOT SHADED) is areas determined to be outside the 0.2% annual chance floodplain. Flood Zone "A" (SHADED AREA) is a special flood hazard areas subject to inundation by the 1% annual chance flood. No Base Flood Elevations determined. The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood. 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 structures 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 #2.
- This Subdivision is serviced by Southeast 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: Polonia 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.
- RECORD OWNERS OF LAND: Green Acres Housing, LLC and H & T Partners, LTD  
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
- DATE OF PREPARATION: January 2022  
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- Lot Closures- Lot 1: 1 in 178261; Lot 2: 1 in 567939'
- Boundary Closure: 1 in 2,444,242'

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED, BEING THE OWNERS OF THE TRACTS OF LAND CALLED 3.03 ACRES AND 9.879 ACRES OUT OF THE JOHN R. MILLER SURVEY A-195 IN CALDWELL COUNTY, TEXAS DO HEREBY SUBDIVIDE THE SAID 3.03 ACRES RECORDED IN INSTRUMENT #2021-006418 OF THE OFFICIAL PUBLIC RECORDS AND THE 9.879 ACRE TRACT RECORDED IN VOLUME 419 PAGE 288 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

## SMILE ACRES

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

DATE \_\_\_\_\_ REPRESENTATIVE FOR:  
GREEN ACRES HOUSING, LLC  
P.O. BOX 161506  
AUSTIN, TEXAS 78716

DATE \_\_\_\_\_ REPRESENTATIVE FOR:  
H & T PARTNERS, LTD  
P.O. BOX 161506  
AUSTIN, TEXAS 78716

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

STATE OF \_\_\_\_\_ Notary Public in and for the State of Texas

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

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

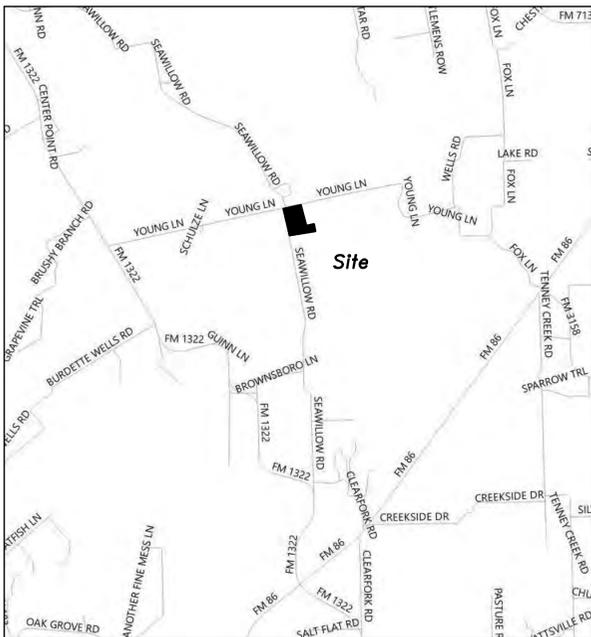
I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez  
Caldwell County Clerk

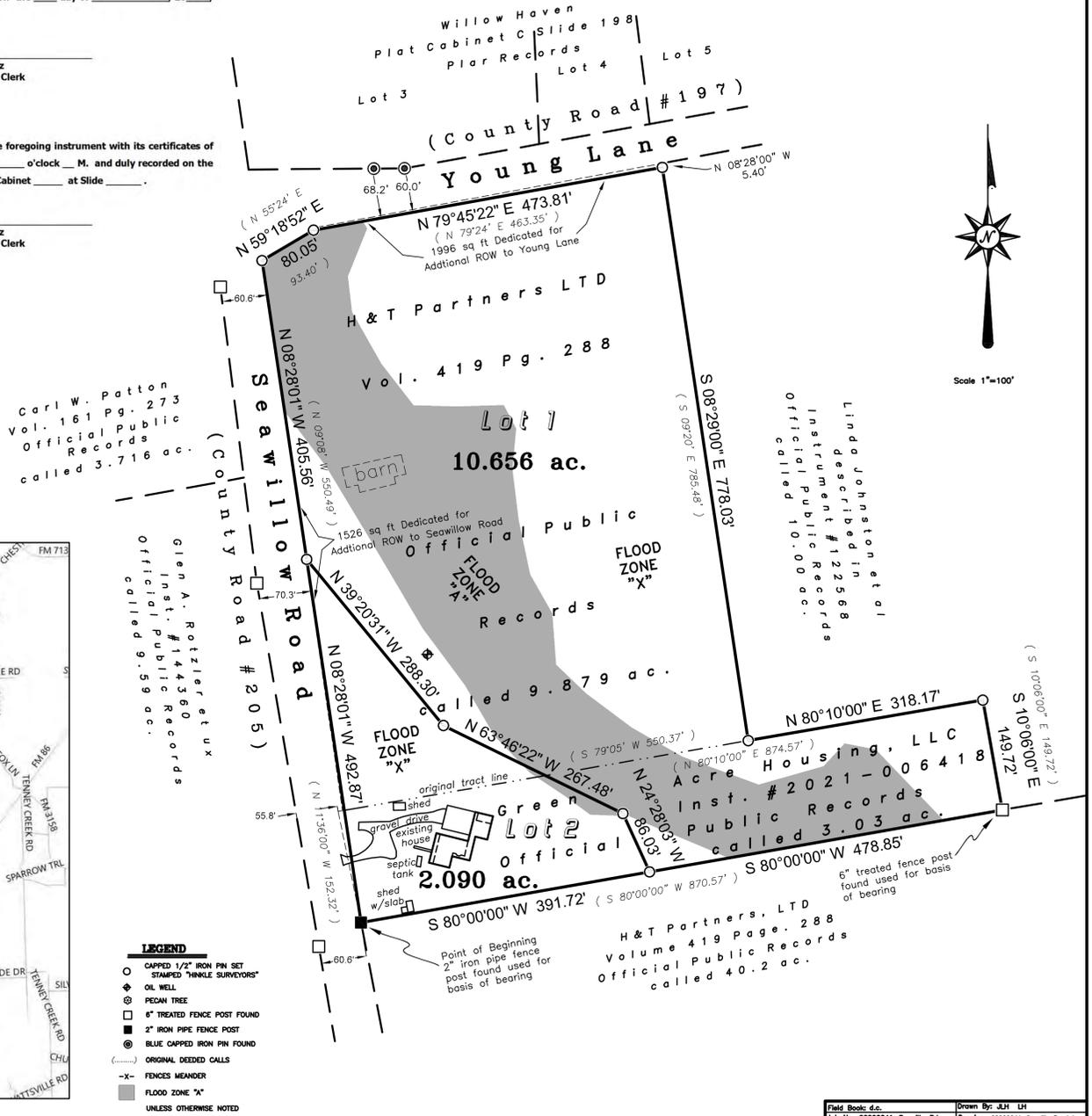
STATE OF TEXAS  
COUNTY OF CALDWELL

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



Vicinity Map  
Not to Scale



Field Book: d.c.	Drawn By: J.L.H. LH
Job No. 20220041-SeawillowRd	Drawing: 20220041-SeawillowRd.dwg
Date: January 2022	Issue Date: 01/01/2022
Surveyed By: J.L.H. JOB	Autocad Date: 01/01/2022

**HINKLE SURVEYORS**  
 P.O. Box 1027 1109 S. Main Street, Lockhart, TX 78644  
 Ph: (512) 398-2000 Fax: (512) 398-7883 Email: contact@hinklesurveyors.com Firm Registration No. 100898-00

GEORGE HAROLD DAVIS JR TRUSTEE  
GEORGE HAROLD DAVIS JR. MGMT TRUST  
PO BOX 161506  
AUSTIN TX 78716-1506

1886

35 2/1130 TX  
10 186

2-14-22

PAY TO THE  
ORDER OF

Caldwell County  
Nine hundred fifty + tax

\$ 950.00

Bank of America

ACH R T 111000025

Young / sen willow

Wealth Management Banking



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8331

DATE 2-14-22

RECEIVED FROM

George Harold Davis Jr  
Nine hundred fifty dollars + tax  
FOR SFP fees - Smiles Acres

\$ 950.00  
DOLLARS

AMOUNT OF ACCOUNT		
THIS PAYMENT	950.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Thank You  
Kara L. Miles



October 28, 2021

**Hale Davis**

Service of Availability

Re: Young Ln Lockhart TX 78644. Legal description: A195 MILLER, JOHN R., TRACT PART 1, ACRES 9.88

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](mailto:newservice@bluebonnet.coop).

Sincerely,

Barbara Seilheimer

Manager, Member Services



**POLONIA WATER SUPPLY CORPORATION**

**P. O. BOX 778 LOCKHART, TEXAS 78644  
512-559-2030 FAX 512-559-2031**

**October 29, 2021**

**Hal Davis**

**The property located on South East corner of CR 205 and CR 197 South of Lockhart which is approximately 9.88 acres and has a Caldwell County Tax I.D. of 15681 and is located in Caldwell County. This property can be serviced by Polonia Water Supply Corporation when all applicable applications, fees, engineering and feasibility studies, construction costs and necessary easements are completed and paid in advance by applicant. Applicant must have a completed set of plans approved by Caldwell County Commissioner's Court.**

**Note: All of the above can and will change when Aqua WSC merges with Polonia WSC.**

**Polonia Water Supply Corporation Staff**

# Well County Development Application



## Date Submitted

1-13-22

## 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)

Geroge Harold Davis  
Green Acres Housing LLC  
H & T Partners  
512-689-2419

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

haldavisjr@aol.com  
512-689-2419

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

George Harold Davis or Linda Hinkle  
512-398-2000  
contact@hinklesurveyors.com

**4. Consultants (\*If applicable)**

none

**Licensed Professional Engineer\*:**

none

**Registered Professional Land Surveyor\*:**

Jerry L Hinkle  
PO Box 1027  
Lockhart TX 78644  
contact@hinklesurveyors.com

**Registered Sanitarian\*:**

OSSF

**Geoscientists\*:**

none

# Application Questionnaire

Property Address (or approximate location)

4553 Seawillow Rd -- 2036 Young Lane

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

John R Miller Survey A-195 3.03 ac. Document 2021-006418 -- 9.88 ac Vol. 419 Pg 288

Parcel Tax ID Number

15683 3.30 ac -15681 9.88 ac

Caldwell County Precinct Number

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

Located in City ETJ:

- Yes, City Name: \_\_\_\_\_
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: \_\_\_\_\_

Anticipated wastewater system in the development

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

Project Description

Residential

# Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Smile Acres

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

Total Acreage of Subject Property

12.476 acres

Total Proposed Residential Lots

2

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: \_\_\_\_\_

Caldwell County Development Submittal Requirements and Checklists

Short Form Final Plat Checklist

Date of Pre-Application Conference 10 - 20 - 2011

A) Short Form Plat is a Final Plat that:

- 1. Consists of four (4) or fewer lots;
2. Does not require the dedication of new streets;
3. Does not require stormwater detention facilities at the time of platting; Situations that do not require stormwater facilities at the time a short form plat is approved:

a) plat of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision or

b) plats of 4 lots or less that are designated by plat note for commercial development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided prior to development or clearing of the lot.

B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.

C) Each lot must abut a state roadway, County Road, or Private Street of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.

D) Preliminary Plat is not required for a Short Form Plat.

E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of the subdivision regulations for cancellation and revision procedures.

F) Refer to Sections 3.6 for Plat Requirements. Exception: Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.

- Application
Submittal Fee (\$750 plus \$100 per lot)
Tax Certificates (3.6.3.I)
Utility Availability/Intent to Serve Letters (3.6.3.G)
If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines. (3.6.3.D)
Survey closure information for the tract boundary, rights-of-way, blocks, and lots. (3.6.3.J)

Short Form Final Plat Information Requirements

Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.

The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.

The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.

All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.

Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.

The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.

**Caldwell County Development Submittal Requirements and Checklists**

One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain.

Identification of proposed and permitted land uses other than single family residential.

The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original survey of which the subdivision is a part and survey ties across existing street rights-of-way to verify right-of-way widths.

The total acreage, number of lots with, size of individual lots including all lot frontages, and sequential and logical identification of lots by lot and block number and including block length.

**Certificates and Acknowledgments to be provided with Short Form Final Plat**

A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).

Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.

Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.

For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.

Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.

Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.

Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.

For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.

For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public improvements have been accepted for maintenance by the County or the private improvements have been constructed and are performing to County Standards."

If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."

A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."

If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.

If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.

If lots will be served by OSSF, a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

Handwritten notes in the left margin, including the characters "RPLS" and "RPLS" written vertically, and other illegible markings.

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

052417

General Warranty Deed

Date: December 29, 2004

Grantor: GEORGE HAROLD DAVIS, JR., trustee for the GEORGE HAROLD DAVIS, JR. MANAGEMENT TRUST under an instrument dated January 10, 2001

Grantor's Mailing Address:

GEORGE HAROLD DAVIS, JR. Trustee  
P.O. Box 161506  
Austin, TX 78716-1506  
Travis County

Grantee: H & T PARTNERS, LTD., a Texas limited partnership, acting by and through H & T MANAGEMENT COMPANY, LLC, its general partner

Grantee's Mailing Address:

H & T PARTNERS, LTD.  
P.O. Box 161506  
Austin, TX 78716-1506  
Travis County

Consideration:

A limited partnership interest in H & T PARTNERS, LTD. The Property is conveyed to Grantee for the purpose of contributing to the capital of H & T PARTNERS, LTD.

Property (including any improvements):

See Property described on Schedule A attached hereto.

Reservations from Conveyance:

None

## SCHEDULE A

The following real property including a like interest in any escrow funds, prepaid insurance, keys, utility deposits, house plans, warranties and service contracts, and title and closing documents

- (1) The property and improvements located in Lockhart, Caldwell County, Texas, locally known as 9.879 Acres, Lockhart, Caldwell County, Texas, more particularly described as:

BEING 9.879 acres of land, more or less, situated in Caldwell County, Texas, being a part of the J. R. Miller Survey, and being more particularly described by metes and bounds as follows:

All that certain tract or parcel of land situated in Caldwell County, Texas and being a part of the J. R. Miller Survey and being also a part of a 201.5 acre tract of land conveyed by Fanny K. Riddle et al to Carlos Klutts et al by deed recorded in Volume 355, Page 241 of the Deed Records of Caldwell County, Texas and being more particularly described as follows: BEGINNING at an iron pin found in the intersection of the East line of County Road #205 and the South line of County Road #197, in the Northwest corner of the above mentioned 201.5 acre tract, for the Northwest corner of this tract;  
THENCE North 55° 24' East with the South line of County Road #197, 93.40 feet to a fence post found for an angle point;  
THENCE North 79° 24' East 463.35 feet to an iron pin set for the Northeast corner of this tract,  
THENCE South 09° 20' East 785.48 feet to an iron pin set on the North line of a 3.0 acre tract, for the Southeast corner of this tract;  
THENCE South 79° 05' West 550.37 feet to an iron pin set on the East line of County Road #205, in the Northwest corner of the said 3.0 acre tract, for the Southwest corner of this tract;  
THENCE North 09° 08' West 550.49 feet to the PLACE OF BEGINNING containing 9.879 acres of land, as surveyed by Claude F. Hinkle, Registered Public Surveyor No. 1612, April, 1983.

- (2) The property and improvements located in Lockhart, Caldwell County, Texas, locally known as 40.2 Acres, Lockhart, Caldwell County, Texas, more particularly described as:

BEING 40.2 acres of land, more or less, tract or portion of land, same being Lot No. 3 of the subdivision of the J. Patton 201.5 acre Estate in the John R. Miller Survey A-195, Caldwell County, Texas, recorded in Volume 355 at Page 241 of the Deed Records of Caldwell County, Texas,

BEGINNING at the Northeast corner of this Lot No. 1, same being the Southwest corner of Lot No. 2, an iron pin, said point being South 10 degrees East 935.04 feet from a point on the North line of said 201.5 acre tract which point is South 80 degrees West 1201.2 feet from the Northeast corner of said 201.5 acre tract;

THENCE South 80 degrees West 2282 feet set an iron pin on East side of Lockhart-Gonzales Road for the Northwest corner this lot;

THENCE South 8 degrees 48 minutes East 764.7 feet set an iron pin for the Southwest corner this lot;

THENCE North 80 degrees East 2298 feet set an iron pin for the Southeast corner this lot;

THENCE North 10 degrees West 764.5 feet to the place of beginning, and containing 40.2 acres of land, more or less

Any person who signs a deed without the seal, name or title of the official, properly displaying of color or seal to be null and void under the Public Law 93-502 of 1988.

COUNTY OF CALDWELL

I hereby certify that this instrument was FILED in my County on this 12th day of May 2005 at 1:15 P.M. and was duly recorded in the Public Records of said County.

FILED this 12<sup>th</sup> day of May 2005  
 1:15 P.M.  
 NINA S. SELLS  
 COUNTY CLERK CALDWELL COUNTY TEXAS  
 By Ross Playman Deputy

MAY 12 2005



Nina S. Sells  
 COUNTY CLERK  
 CALDWELL COUNTY, TEXAS

GF# 21-018615-217

2021-006418

**General Warranty Deed**

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.

Date: August 7, 2021

Grantor: Rebecca Haddock and Kenneth Haddock, wife and husband

Grantor's Mailing Address: 1021 Carolina, Wickliffe, TX 75164

Grantor: Green Acres Housing, LLC

Grantor's Mailing Address: P.O. Box 11650, Houston, TX 77271

Consideration: the sum of TEN THOUSAND (\$10,000) cash and other good and valuable consideration

Property (including any improvements):

Field notes of a 3.03 acre tract or parcel of land, lying and being situated in the John R. Miller Survey, Abstract No. 196, Caldwell County, Texas, and being all of the called 3.03 acre tract described in the deed from Gary V. Moser, et al., to Cecil R. Stripling and wife, Blaine I. Stripling, as recorded in Volume 271, Page 551, of the Deed Records of Caldwell County, Texas, and said 3.03 acre tract being more particularly described as follows:

Beginning at the 2" steel post fence corner marking the Southwest corner of the 3.025 acre tract in the East line of County Road No. 205;

Thence North 1° 10' 00" West along the East line of County Road No. 205, same being the West line of the before-mentioned 3.025 acre tract, adjacent to a fence, for a distance of 122.32 feet to a 1 1/2" iron rod found marking the Northwest corner of the 3.025 acre tract;

Thence North 80° 10' 00" East along the North line of the before-mentioned 3.025 acre tract, same being the South line of the called 9.8<sup>00</sup> acre tract, Volume 297, Page 915, of the Deed Records of Caldwell County, Texas, and along the South line of the called 10.00 acre tract, Volume 519, Page 464, of the Deed Records of Caldwell County, Texas, for a distance of 874.57 feet to a 1 1/2" iron rod set at the Northwest corner of the 3.025 acre tract, same being an interior all corner of the 10.00 acre tract, from which a cross-tie fence corner bears South 80° 10' 00" West - 1.3 feet;

Thence South 10° 06' 00" East along the East line of the before-mentioned 3.025 acre tract, same being a West line of the before-mentioned 10.00 acre tract, adjacent to a fence, for a distance of 143.72 feet to a 1 1/2" iron rod set at the Southeast corner of the 3.025 acre tract, same being a Southwest corner of the 10.00 acre tract in the North line of the Davis - called 40.2 acre tract, Volume 240, Page 444, of the Deed Records of Caldwell County, Texas, from which a 3" concrete post fence corner bears North 28° 34' 29" West - 0.1 feet;

Thence South 87° 45' 00" West along the South line of the before-mentioned 3.025 acre tract, same being the North line of the before-mentioned 40.2 acre tract, adjacent to a fence, for a distance of 870.57 feet to the place of beginning, containing 3.03 acres of land, more or less.

Reservations From Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in Caldwell County, Texas.

Grantor, for the Consideration and subject to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty, grants, sets, and conveys to Grantee the Property

Property Search Results - Single D.U. - Paid NED - 11/11/2022  
 Year 2022

2022 - Values not available

OUR Tract

**Account**

Property ID: 15681  
 Geographic ID: 0200195-161-500-00  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Legal Description: A195 MILLER, JOHN R., TRACT PART 1, ACRES 9.88

Zoning:  
 Agent Code:

Corner Lot

**Location**

Address: YOUNG LN  
 LOCKHART, TX 78644  
 Neighborhood: RURAL FM 1322-E OF HWY 183 AREA  
 Neighborhood CD: 4230

Mapsco: 02-326  
 Map ID: 02-326

**Owner**

Name: H & T PARTNERS LTD  
 Mailing Address: PO BOX 161506  
 AUSTIN , TX 78716-1506

Owner ID: 130574  
 % Ownership: 100.0000000000%

Exemptions:

(+) 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: H & T PARTNERS LTD  
 % 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

14882

14868

37019

14870

14847

14872

51212

14869

43955

33281

**X - AREA OF MINIMAL FLOOD HAZARD**

YOUNG LN

YOUNG LN

37825

15676

15681

15688

15678

15677

15679

15666

15683

**X - AREA OF MINIMAL FLOOD HAZARD**

15689

**A**

15654

48244

SEAWARD RD

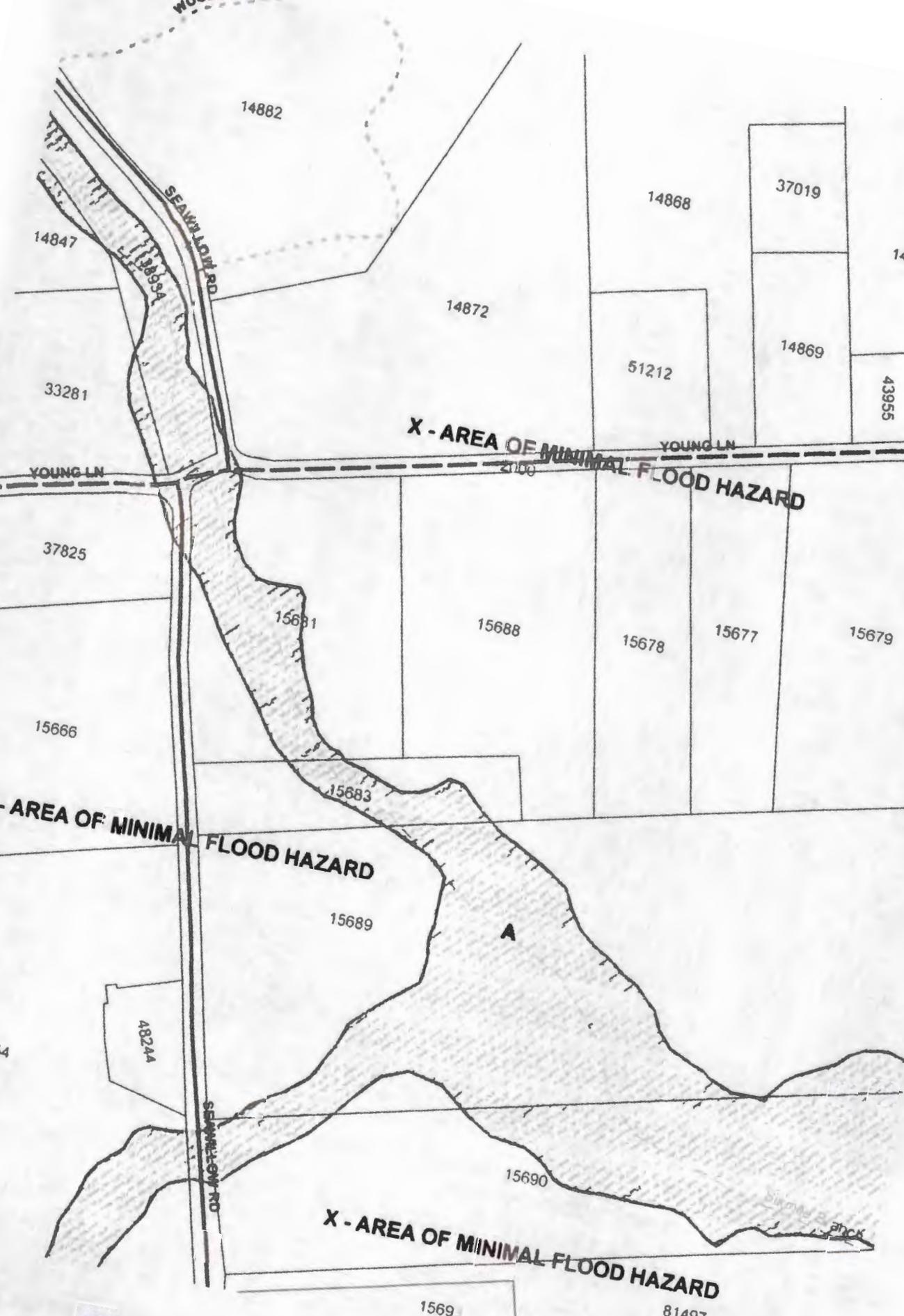
15690

**X - AREA OF MINIMAL FLOOD HAZARD**

1569

81497

Summer Brook



# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Feature 2
- Young Ln & Seawillow Rd



Google Earth

500 ft

**21. Discussion/Action** to consider the approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Borak Acres located on Taylorsville Road. **Speaker: Commissioner Shelton/ Kasi Miles; Backup: 21; Cost: None**

## Caldwell County Agenda Item Request Form

**To: All Elected Officials and Department Heads** – Hand deliver or scan & email to [hobby.haden@co.caldwell.tx.us](mailto:hobby.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/14/2022

### 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 Borak Acres located on Taylorsville 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)			
(3)			

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

**4.** Commissioner Shelton  
Signature of Court Member

02/14/2022  
Date



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2021

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Borak Acres- Short Form Plat  
Project No. 1911-215-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Borak Acres, a 2-lot subdivision of +/-2.5-acres located at 6410 Taylorsville Road Dale, Texas. The subdivision will be served by OSSF and Aqua Water Supply Company.

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

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

A handwritten signature in blue ink that reads "Tracy A. Bratton, P.E." with a stylized flourish.

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.

# Borak Acres

A subdivision of 2.464 acres out of the Jasper Gilbert Survey A-113 in Caldwell County, Texas

## Legal Description

All of a certain tract or parcel of land situated in the Jasper Gilbert Survey A-113 in Caldwell County, Texas and being also a part of a tract of land called 2.501 acres and conveyed to James H. Borak deed recorded in Document #136826 of the Official Public Records of Caldwell County, Texas, and being more particularly described as follows:

**BEGINNING** at a capped iron pin found stamped HINKLE SURVEYORS used for basis of bearing in the SE line of the above mentioned 2.501 acre tract and the West corner of Lot 1 in Block 1 of Birdie Acres as recorded in Plat Cabinet A Slide 52 of the Plat Records of Caldwell County, Texas and in the newly dedicated NE line of Taylorsville Road for the South corner this tract.

**THENCE** N 59°27'30" W with the newly dedicated NE line of Taylorsville Road and over and across the said 2.501 acre tract 362.22 feet to an orange capped iron pin found in the NW line of the said 2.501 acre tract and the South corner of Lot 4 of Lot 4 of Murphy Ranch Section One as recorded in Plat Cabinet C Slide 75 of the said Plat Records for the West corner this tract.

**THENCE** N 30°30'40" E with the NW line of the said 2.501 acre tract and the SE line of the above mentioned Lot 4 296.88 feet to a capped 1/2" iron pin set stamped HINKLE SURVEYORS in the North corner of the said 2.501 acre tract and the West corner of Lot 1 of Karstetter Estates as recorded in Plat Cabinet C Slide 194 of the said Plat Records for the North corner this tract.

**THENCE** with the NE line of the said 2.501 acre tract and the SW line of the above mentioned Lot 1 Karstetter Estates for the following two courses:  
 (1) S 59°10'09" E 143.82 feet to a capped iron pin found stamped HINKLE SURVEYORS for an angle point this tract. (2) S 59°36'54" E 217.88 feet to a 1" iron rod found used for basis of bearing in the East corner of the said 2.501 acre tract and the North corner of Lot 2 of the said Karstetter Estates for the East corner this tract.

**THENCE** S 30°24'35" W with the SE line of the said 2.501 acre tract and the NW line of the above mentioned Lot 2 at 86.75 feet pass a capped iron pin found stamped HINKLE SURVEYORS in the West corner of the said Lot 2 in the North corner of the above mentioned Birdie Acres Lot 1 and continue with the NW line of the said Lot 1 Birdie Acres for a total distance of 296.75 feet to the place of beginning containing 2.464 acres of land more or less.

STATE OF TEXAS  
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat recorded in Document #136826 of the Official Public Records of Caldwell County, Texas and designated as BORAK ACRES in the Jasper Gilbert Survey A-113, Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE \_\_\_\_\_

JAMES H. BORAK  
6140 TAYLORSVILLE RD  
DALE, TX 78616-2664

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by JAMES H. BORAK.

Notary Public in and for the State of Texas

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

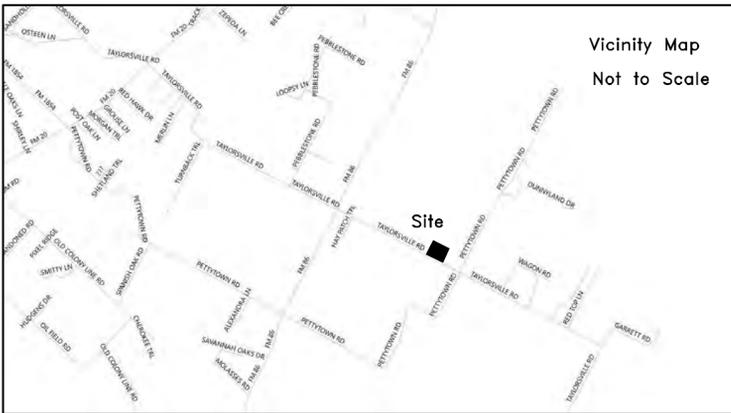
I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to be recorded in the 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



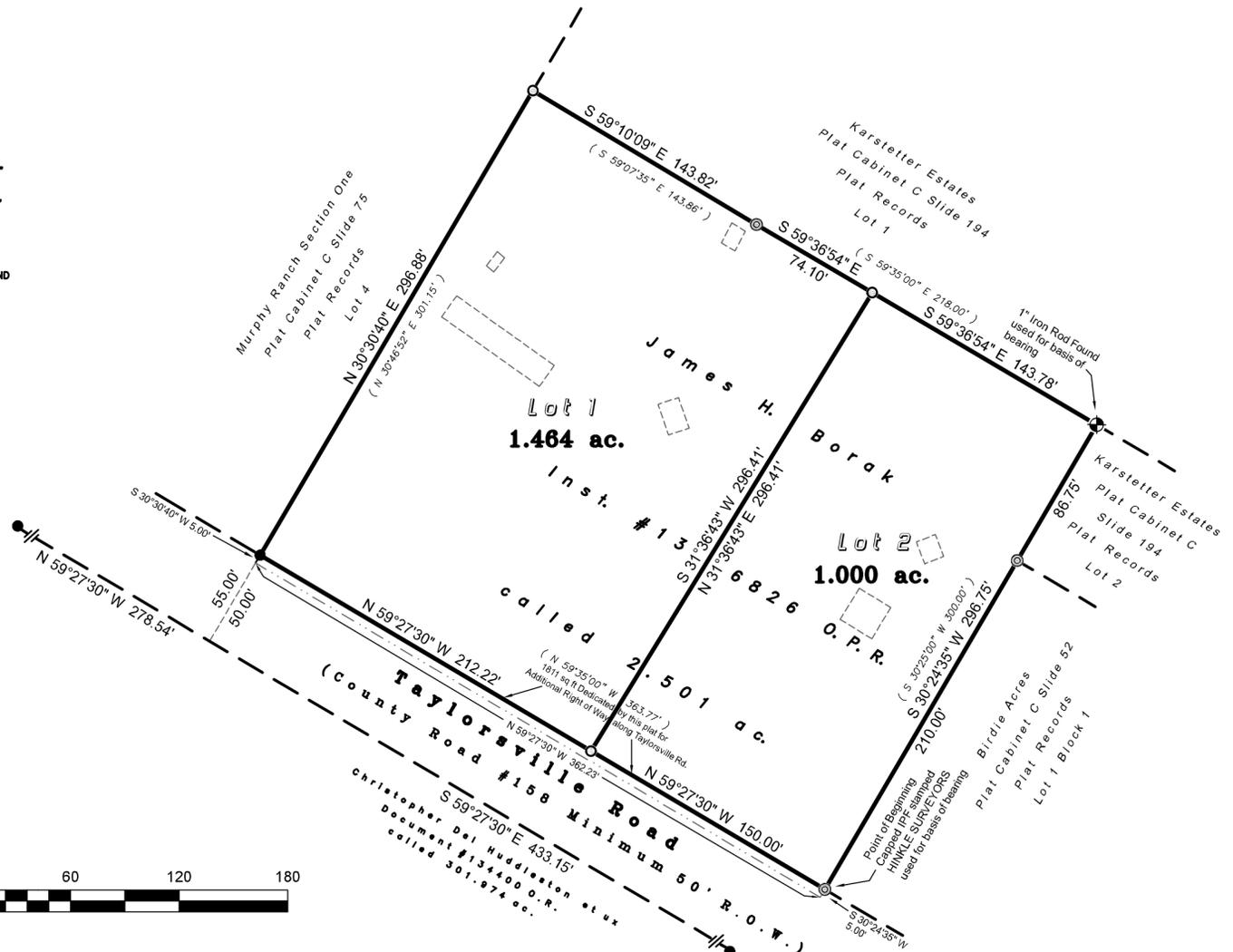
### SURVEYORS NOTES:

- 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 #48055C0150E 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.
- This Subdivision is located within the boundaries of the Lockhart Independent School District.
- This Subdivision is located within Caldwell County Precinct #2.
- This Subdivision is serviced by McMahan Volunteer Fire Department.
- The original deeded calls of record are in parentheses shown on this plat.
- 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: Aqua 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 plating.
- RECORD OWNERS OF LAND: James H. Borak  
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644  
(512) 398-2000  
DATE OF PREPARATION: January 2022  
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644  
(512) 398-2000
- Lot Closures-- Lot 1: 1 in 303698', Lot 2: 1 in 386640',  
Boundary Closure: 1 in 1,128,489'



### LEGEND

- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
- ⊙ CAPPED IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
- 1/2" IRON PIN FOUND
- ⊕ 1" IRON ROD FOUND
- ◻ ORANGE CAPPED IRON PIN FOUND
- /// SCALE BREAK
- O.P.R. OFFICIAL PUBLIC RECORDS
- (.....) ORIGINAL DEEDED CALLS
- UNLESS OTHERWISE NOTED



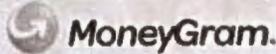
Field Book: d.c.	Drawn By: JLH LH
Job No. 20220101-1	Drawing: 20220101-1-sub.dwg
Date: January 2022	Word Disk: Begin 01012022
Surveyed By: JLH JDB	Autocad Disk: Begin 01012022



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



Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view



INTERNATIONAL MONEY ORDER

75-1618  
915

01/10/22

10894634138  
MONEY ORDER

MONEY ORDER NUMBER  
R108946341383  
CALL 1-800-542-3590 TO VERIFY

To Validate: Touch the stop sign,  
then watch it fade and reappear  
MOBILE DEPOSIT PROHIBITED



PAY TO THE  
ORDER OF:  
PAGAR A LA  
ORDEN DE:

Caldwell County  
IMPORTANT - SEE BACK BEFORE CASHING

James Borak

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:  
DIRECCIÓN:

6140 Taylorsville Rd

Payable Through  
Citizens Alliance Bank  
Clara City, MN  
ISSUER/DRAWER:  
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

\*\*\*950000  
NINE HUNDRED \*\*\*  
FIFTY DOLLARS \*\*  
00 CENTS \*\*\*\*\*

955952171121711  
3218005010166138

⑆091916187⑆1089 46341383⑈ 90

CALDWELL COUNTY SANITATION DEPT.  
405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8332

DATE 2-14-22

RECEIVED FROM James Borak

\$ 950.00

Nine hundred fifty dollars

FOR SFP fees - Borak dues

Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	950.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kari L. Miles

# AQUA

October 20, 2021

RE: 6140 Taylorsville Rd. Dale Texas 78616

To Whom it May Concern:

The above referenced properties are located within Aqua's certified service area as provided in Aqua's Retail Certificate of Convenience and Necessity No. 10294 issued by the Public Utility Commission of Texas (PUC).

An applicant seeking Aqua water service to a subdivided tract of land must meet all requirements, conditions, and regulations set forth in Aqua's Tariff on file with the PUC, which includes, but is not limited to, completing an application and service agreement and payment of all applicable fees.

A Developer seeking Aqua's Service to a subdivision (recorded and or unrecorded) must also comply with Aqua's Tariff, specifically Appendix B, "Rules and Regulations Concerning Aqua's Service to Subdivisions" ("Aqua's Rules") which includes, but is not limited to, submitting a request and payment for a feasibility study, executing a contract with Aqua, payment of applicable fees, and possibly construction of an approach main.

***Please note, this letter does not guarantee water service availability.*** To learn more about service to a subdivision, you can refer to a complete copy of Aqua's Tariff on our website at [www.aquawsc.com](http://www.aquawsc.com). Please call me at 512-303-3943, ext. 153 if you have any questions.

Sincerely,

Patricia Hernandez  
Development Services Manager

JAMES BORAK

**ELECTRIC SERVICE — 5500087211**

6000 Taylorsville Road

Dale, Tx 78616

Residence

**ELECTRIC SERVICE — 5500011767**

6140 Taylorsville Rd

Dale, Tx 78616

Residence

# Caldwell County Development Application



## Date Submitted

1-13-22

## 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)

James Borak  
6140 Taylorsville Rd  
Dale TX 78616

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

Borakjames@yahoo.com  
512-227-0091

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

James Borak or Linda Hinkle  
  
512-398-2000  
contact@hinklesurveyors.com

**4. Consultants (\*if applicable)**

none

**Licensed Professional Engineer\*:**

none

**Registered Professional Land Surveyor\*:**

Jerry L Hinkle  
PO Box 1027  
Lockhart TX 78644  
contact@hinklesurveyors.com

**Registered Sanitarian\*:**

OSSF

**Geoscientists\*:**

none

## Application Questionnaire

Property Address (or approximate location)

6410 Taylorsville

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

Jasper Gilbert Survey A-113 2.501 ac. Document # 136826

Parcel Tax ID Number

31386

Caldwell County Precinct Number

- Precinct 1  
 Precinct 2  
 Precinct 3  
 Precinct 4

Located in City ETJ:

- Yes, City Name: \_\_\_\_\_  
 No

Anticipated source of water in the development

- Individual Wells  
 Rainwater Collection System(s)  
 From Groundwater  
 From Surface Water  
 Water Provider: \_\_\_\_\_

Anticipated wastewater system in the development

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

**Project Description**

Residential

## Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Borak Acres

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

Total Acreage of Subject Property

2.501

Total Proposed Residential Lots

2

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: James Borak Phone Number: 512-227-0091

Applicant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Owner Email: Borakjames@yahoo.com

Owner Signature: James Borak by Linda Smith

Caldwell County Development Submittal Requirements and Checklists

Short Form Final Plat Checklist

X Date of Pre-Application Conference 10-25-24

A) Short Form Plat is a Final Plat that:

- 1. Consists of four (4) or fewer lots;
- 2. Does not require the dedication of new streets;
- 3. Does not require stormwater detention facilities at the time of platting; Situations that do not require stormwater facilities at the time a short form plat is approved:

a) plat of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision or

b) plats of 4 lots or less that are designated by plat note for commercial development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided prior to development or clearing of the lot.

X

B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.

C) Each lot must abut a state roadway, County Road, or Private Street of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.

D) Preliminary Plat is not required for a Short Form Plat.

E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of the subdivision regulations for cancellation and revision procedures.

F) Refer to Sections 3.6 for Plat Requirements. Exception: Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.

X

Application

X

Submittal Fee (\$750 plus \$100 per lot)

X

Tax Certificates (3.6.3.I)

X

Utility Availability/Intent to Serve Letters (3.6.3.G)

□

If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines. (3.6.3.D)

X

Survey closure information for the tract boundary, rights-of-way, blocks, and lots. (3.6.3.J)

Short Form Final Plat Information Requirements

X

Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.

X

The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.

X

The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.

X

All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.

X

Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.

X

The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.

**Caldwell County Development Submittal Requirements and Checklists**

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One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain

Identification of proposed and permitted land uses other than single family residential

The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original survey of which the subdivision is a part and survey ties across existing street rights-of way to verify right-of-way widths

The total acreage, number of lots with, size of individual lots including all lot frontages, and sequential and logical identification of lots by lot and block number and including block length.

**Certificates and Acknowledgments to be provided with Short Form Final Plat**

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A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).

Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.

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Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.

八

For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.

九

Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations

十

Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat

十一

Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County

十二

For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets

十三

For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the "Improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private improvements have been constructed and are performing to County Standards."

十四

If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."

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A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."

十六

If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.

十七

If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.

十八

If lots will be served by OSSF, a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

十九

RETURN TO GRANTEE:  
JAMES B. BOFAR  
6140 TAYLORVILLE ROAD  
DALE, TEXAS 78616

**GENERAL  
WARRANTY DEED WITH VENDOR'S LIEN**  
(Texas)

**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.

STATE OF **TEXAS**  
COUNTY OF **CALDWELL**

KNOW ALL MEN BY THESE PRESENTS

On this the **5TH** day of **DECEMBER** 2013 this  
**JIMMIE LEE TURNER AND KATHERINE TURNER**, husband and wife  
**KATHERINE**



hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Two Million (\$ 2,000,000) and other good and valuable considerations to Grantor paid by  
**JAMES H. BOFAR, A SINGLE PERSON**

hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of that certain Promissory Note of even date herewith, in the principal sum of \$ **88,271.00** payable to the order of  
**BOFAR, NA D/B/A BANK OF TEXAS**

hereinafter called "Mortgage" bearing interest at the rate herein provided said note containing the usual reasonable covenants, conditions and warranties, together with all covenants, conditions and warranties, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to  
**BENT COHEN**

Trustee; and

WHEREAS Mortgage has, at the special instance and request of Grantee, paid to Grantee a portion of the purchase price of the property hereinafter described, as evidenced by the above described Note, said Vendor's Lien and Deed of Trust, Lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee. Grantee hereby conveying to said Mortgagee the said portion of the purchase price, subrogating said Mortgagee to all the rights and remedies of Grantee to the proceeds by virtue of said Note, and

5140201835-703  
JDEEDIX (1/10)

4036889  
Page 1 of 1

Grantor has GRANTED, SOLD and CONVEYED, and by this present does GRANT, SELL and CONVEY with said Grantee, the following described property, to wit: **SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES**

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, his heirs and assigns forever. And Grantor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend said Grantee, the said premises unto said Grantee, his heirs and assigns against every person whatsoever lawfully claiming or to claim the same in any part thereof.

Taxes for the current year have been paid and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, encumbrances, charges, together with any liens existing, and encumbrances, charges, zoning laws, ordinances of municipal and other governmental agencies, conditions and covenants, if any, applicable to and enforceable against the above described property as shown on the records of the County Clerk of said County.

The use of any pronoun herein in reference to Grantee or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership, or a group of two or more individuals, corporations and/or partnerships, and when this deed is executed by or for a corporation or trustee, the words, "heirs, executors and administrators" or "heirs and assigns" shall with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above described property, premises and improvements until said Note and all interest thereon is paid in full, and until fully paid according to the terms thereof, when this deed shall become absolute.

5140201835 703  
JDC/DTX HLG/W

4038889  
Page 1 of 2



All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the Jasper Gilbert Survey A-11:3 and being also all of a tract of land called 1.000 acres and conveyed to Jimmie Lee Turner et ux by deed recorded in Instrument # 116754 of the Official Records of Caldwell County, Texas and being also all of a tract of land called 1.501 acres and conveyed to Jimmie Lee Turner by deed recorded in Volume 20 Page 295 of the said Official Records and being more particularly described as follows:

**BEGINNING** at a 1" iron pipe found used for basis of bearing in the South corner of the above mentioned 1.501 acre tract and in the NE line of Taylorville Road (a.k.a. County Road #155) and in the SW line of a tract of land designated as Tract No. 3 called 230.51 acres and conveyed to John W. Turner et ux by deed recorded in Volume 137 Page 742 of the said Official Records for the South corner this tract and from which point a 1/2" iron pin found used for basis of bearing bears S 55 degrees 15 minutes 00 seconds E 996.75 feet.

**THENCE** N 59 degrees 35 minutes 00 seconds W with the SW line of the said 1.501 acre tract and the SW line of the above mentioned 1.000 acre tract and the NE line of Taylorville Road 363.77 feet to a capped 1/2" iron pin set in the West corner of the said 1.000 acre tract for the West corner this tract.

**THENCE** N 30 degrees 46 minutes 52 seconds E entering the said 230.51 acre tract and with the NW line of the said 1.000 acre tract 301.15 feet to a capped 1/2" iron pin set in the North corner of the said 1.000 acre tract for the North corner this tract.

**THENCE** S 59 degrees 07 minutes 35 seconds E with the NE line of the said 1.000 acre tract 143.86 feet to a capped 1/2" iron pin set in the North corner of the above mentioned 1.501 acre tract and the East corner of the said 1.000 acre tract for an angle point this tract.

**THENCE** S 59 degrees 35 minutes 00 seconds E with the NE line of the said 1.501 acre tract 218.00 feet to a capped 1/2" iron pin set in the East corner of the said 1.501 acre tract for the East corner this tract.

**THENCE** S 30 degrees 25 minutes 00 seconds W with the SE line of the said 1.501 acre tract 300.00 feet to the place of beginning containing 2.501 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 December 2, 2013. **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.



EXHIBIT "A"  
Page 1 of 1

CHINA SURVEYING SERVICES, INC. 10486 CC  
P.O. BOX 1027 LOGGART, TEXAS 76844 PHONE (512) 248-2000  
FAX (512) 398-7083 EMAIL CONTACT@HINKLESURVEYORS.COM



THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR  
CONCLUSIONS OF THE SECURITIES AND EXCHANGE COMMISSION.  
IT IS THE RESPONSIBILITY OF THE INVESTOR TO MAKE HIS OWN  
INVESTMENT DECISIONS AND TO BE AWARE OF THE RISKS AND  
BENEFITS OF INVESTING IN THIS SECURITY.

DEC 05 2013



Carol Holcomb  
COUNTY CLERK  
CALHOUN COUNTY, TEXAS

FILED THE 5<sup>th</sup> day of Dec. 2013  
3:53 P  
CAROL HOLCOMB  
COUNTY CLERK CALHOUN COUNTY TEXAS  
By: Sherry King (Signature) (Print Name)

**Account**

Property ID: 31386 Legal Description: A113 GILBERT, JASPER, ACRES 2 501, LABEL1 RAD1208689, SN1 SV405426A  
 Geographic ID: 0100113-159-100-00 Zoning:  
 Type: Real Agent Code:  
 Property Use Code:  
 Property Use Description:

**Location**

Address: 6140 TAYLORSVILLE RD Mapsco: 03-324  
 DALE, TX 78616  
 Neighborhood: RURAL McMAHAN AREA Map ID: 03 324  
 Neighborhood CD: 4220

**Owner**

Name: BORAK JAMES H Owner ID: 167548  
 Mailing Address: 6140 TAYLORSVILLE RD % Ownership: 100 0000000000%  
 DALE, TX 78616-3289  
 Exemptions: HS

(+) 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: BORAK JAMES H  
 % 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
FTM	Farm to Market Road	N/A	N/A	N/A	N/A
GCA	Caldwell County	N/A	N/A	N/A	N/A
SLH	Lockhart ISD	N/A	N/A	N/A	N/A
WGCU	Gonzales County Underground Water Conserv District	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			

Taxes w/Current Exemptions: N/A



Lot 3

DR. JOSE CAFFREON, JOSE FIDENCIO &

LAND COMPANY INTERESTS, LLC

WELL LOGAN

MURPHY RANCH SEC THREE

DEBBIE PERSON

MURPHY RANCH SEC ONE

KOFONIA HEATHER MICHELLE

LORETTA CARLOS PHILLIPS & JOYCE A. ASLEY

DAVIDSON JENNIFER

Lot 4

313186

Lot 1

Lot 2

KARL LITTELL STATE

Lot 2

BIRDIE ACRE

Martinez

Garcia

MARGARET ELIZABETH

DEBBIE PERSON

W. HETTES PHASE 1  
BY BERNARDO BARCENAS

MONTOYA CESAR MORENO

TRUSTEE REPORT





ite Rd

111111

11111

11111

6140 Taylorsville Rd

158

Taylor

**22. Discussion/Action** to consider the approval of the Preliminary Plat for Lytton Hollow Subdivision consisting of 9 lots on approximately 18.5 acres on FM 1854.  
**Speaker: Commissioner Roland/ Kasi Miles; Backup: 33; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02/18/2022

#### 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 the approval of the Preliminary Plat for Lytton Hollow subdivision consisting of 9 lots on approximately 18.5 acres on FM 1854.

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)			
(3)			

3. **Backup Materials:**     None     To Be Distributed    32 total # of backup pages (including this page)

4. Commissioner Roland    02/14/2022  
Signature of Court Member    Date

Exhibit A



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Lytton Hollow Subdivision Preliminary Plat  
Project No. 1911-213-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Lytton Hollow Subdivision, a 9-lot of +/-18.5-acres located 8388 FM 1854 , Dale, Texas. The subdivision will be served by OSSF and Polonia Water Supply Company.

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

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

A handwritten signature in blue ink that reads "Tracy A. Bratton, P.E." with a stylized flourish at the end.

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.

**NOTES:**

- ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48055C0050E, DATED JUNE 19, 2012 AND PANEL NO. 48055C0150E, DATED JUNE 19, 2012, PART OF THE PROPERTY SHOWN HEREON LIES WITHIN ZONE A "NO BASE FLOOD ELEVATIONS DETERMINED", BEING DEFINED AS "AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD."
- THE BEARINGS HEREON WERE ORIENTED TO AGREE WITH GRID NORTH AND WERE DERIVED USING G.P.S. EQUIPMENT. (TEXAS SOUTH CENTRAL ZONE - NAD 83).
- ALL IRON RODS SET ARE CAPPED WITH PLASTIC CAPS STAMPED (JDS 10194118).
- "O" DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED (JDS 10194118) UNLESS OTHERWISE NOTED.
- ELECTRIC SERVICE TO BE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE. WASTEWATER DISPOSAL WILL BE THROUGH SEPTIC SYSTEMS. WATER SERVICE WILL BE PROVIDED BY POLONIA WSC.
- DEVELOPMENT EXCEEDING TWO SINGLE FAMILY HOMES PER LOT MUST COMPLY WITH CALDWELL COUNTY ORDINANCES INCLUDING STANDARDS FOR COMMERCIAL DEVELOPMENT AND EVALUATION FOR ON-SITE DETENTION.
- BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODPLAIN IS PROHIBITED; AND, THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVIDED TRACTS WILL REMAIN AS OPEN CHANNELS, AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE CREEKS OR DRAINAGE CHANNELS; AND, CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, OR LOSS OF LIFE BY FLOODING OR FLOODING CONDITIONS; AND CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE WAYS FOR THE CONTROL OF EROSION LOCATED ON PRIVATE PROPERTY. CALDWELL COUNTY EMPLOYEES SHALL HAVE THE RIGHT TO ENTER ANY DRAINAGE EASEMENT.
- TOTAL ACREAGE FOR SUBDIVISION SHOWN IS 18.568 ACRES.
- BEFORE DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION PERMITTING ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY AND/OR STATE HIGHWAY CAN BEGIN, A DRIVEWAY PERMIT MUST BE OBTAINED FROM THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT AND/OR TxDOT.
- 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.
- FURTHER SUBDIVISION AND/OR FAMILY LAND GRANTS OF LOTS 1-11 WILL NOT BE PERMITTED.

**Legal Description:**

18.568 ACRES

All that certain lot, tract or parcel of land located within the Gideon Pace Survey, Abstract No. 230 of Caldwell County, Texas, being a portion of a called 38.78 acre tract as described in a deed from Vine 444, LLC to Tres Zorros, LLC, dated May 21, 2021 and recorded in Document No. 2021-003947 of the Official Public Records of Caldwell County, Texas, and this 18.568 acre tract being more fully described as follows:

BEGINNING AT A 1/2" Iron Rod with a blue cap stamped "JDS 10194118" Set (henceforth referred to as 1/2" Iron Rod Set) in the Southwest line of said 38.78 acre tract and being in the Northeast right-of-way of Farm-to-Market Road No. 1854, from which a 1/2" Iron Rod Found at the West corner of said 38.78 acre tract bears North 47 deg. 33 min. 40 sec. West, a distance of 50.00 feet;

THENCE across said 38.78 acre tract, the following four (4) courses and distances:

- North 43 deg. 58 min. 35 sec. East, a distance of 663.49 feet to a 1/2" Iron Rod Set for corner;
- South 47 deg. 06 min. 52 sec. East, a distance of 551.86 feet to a 1/2" Iron Rod Set for corner;
- North 43 deg. 05 min. 58 sec. East, a distance of 628.07 feet to a 1/2" Iron Rod Set for corner;
- South 46 deg. 57 min. 51 sec. East, a distance of 404.59 feet to a 1/2" Iron Rod Set for corner in the newly dedicated Northwest line of County Road No. 170;

THENCE South 42 deg. 46 min. 10 sec. West, continuing across said 38.78 acre tract and with the newly dedication Northwest line of said County Road No. 170, a distance of 867.08 feet to a 1/2" Iron Rod Set for corner in the Northeast line of a called 1.979 acre tract as described in a deed from James T. Strawn to Leoncio Benitez-Avila, Jr., dated November 20, 2019 and recorded in Document No. 2019-005911;

THENCE North 47 deg. 14 min. 24 sec. West, with the Northeast line of said 1.979 acre tract, a distance of 202.29 feet to a 1/2" Iron Rod Found at the North corner of same;

THENCE South 42 deg. 38 min. 45 sec. West, with the Northwest line of said 1.979 acre tract, a distance of 416.83 feet to a 1/2" Iron Rod Found at the West corner of same and being in the Northeast right-of-way of said Farm-to-Market Road No. 1854;

THENCE North 47 deg. 33 min. 40 sec. West, with said right-of-way, a distance of 772.66 feet to the POINT OF BEGINNING AND CONTAINING 18.568 ACRES OF LAND.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX South Central Zone - NAD 83)

I, Ryan J. Maxfield, do hereby state that this plat represents a survey made on the ground under my supervision during the month of March, 2021.

GIVEN UNDER MY HAND & SEAL, this the 10th day of February, 2022.

**PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE, AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT**

RYAN J. MAXFIELD - R.P.L.S. No. 6763

**PRELIMINARY**

Kevin J. Ware, P.E.  
Texas Registration No. 136599  
KJ Environmental  
500 Moseley Road  
Cross Roads, Texas 76277  
TBPE # F-12214

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TERESA RODRIGUEZ, CLERK OF THE COUNTY COURT OF CALDWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF CALDWELL COUNTY IN CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF CALDWELL COUNTY, AT MY OFFICE IN LOCKHART, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

TERESA RODRIGUEZ, COUNTY CLERK  
CALDWELL COUNTY, TEXAS

BY: DEPUTY

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TERESA RODRIGUEZ, COUNTY CLERK OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF CALDWELL COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF CALDWELL COUNTY, TEXAS

TERESA RODRIGUEZ, COUNTY CLERK  
CALDWELL COUNTY, TEXAS

I, ERIC L. WILLIAMS, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE LOTS ON THIS PLAT SATISFY STATE AND COUNTY REQUIREMENTS FOR SEPTIC SYSTEMS. SEE RELATED OSSF STUDY FOR MORE INFORMATION.

ERIC L. WILLIAMS, P.E. 125763  
WILCO ENGINEERING  
2947 HIGHLAND LAKES DR.  
MISSOURI CITY, TX 77459  
(713) 502-0650

**CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES**

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR WELL.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES, R.S.  
DIRECTOR OF SANITATION

STATE OF TEXAS  
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT VINE 444, LLC, ACTING HEREIN BY AND THROUGH ZACH POTTS, OWNER OF THE CALLED 38.78 ACRE TRACT, LOCATED IN THE GIDEON PACE SURVEY, ABSTRACT NO. 230 OF CALDWELL COUNTY, TEXAS AS DESCRIBED IN A DEED FROM VINE 444, LLC TO TRES ZORROS, LLC, DATED MAY 12, 2021 AND RECORDED IN DOCUMENT NO. 2021-003947 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.568 ACRES IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

**LYTTON HOLLOW**

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

ZACH POTTS  
TRES ZORROS, LLC  
P.O. BOX 1249  
SAN MARCOS, TEXAS 78667

**LYTTON HOLLOW - PRELIMINARY PLAT  
CALDWELL COUNTY, TEXAS**

A DIVISION OF 18,568 ACRES OUT OF A TRACT OF LAND CALLED 38.78 ACRES, BEING A PART OF THE GIDEON PACE SURVEY, ABSTRACT NO. 230, CALDWELL COUNTY, TEXAS



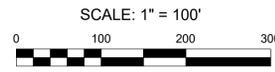
Lot	Area
Residential Lots	18.565 ac.
ROW Dedication	0.191 ac./8,329 s.f.

LINE BEARING	DISTANCE	LINE BEARING	DISTANCE
L1	S 42°48'10" W 150.00'	L20	S 32°00'47" E 35.42'
L2	N 43°05'58" E 163.18'	L21	S 28°12'26" E 22.25'
L3	S 42°46'10" W 150.00'	L22	S 48°16'10" E 68.08'
L4	N 43°05'58" E 213.61'	L23	S 07°43'39" E 43.11'
L5	S 42°46'10" W 164.83'	L24	S 04°13'53" E 51.39'
L6	N 43°05'58" E 167.42'	L25	S 32°31'52" E 47.63'
L7	S 42°46'10" W 167.42'	L26	S 49°42'58" E 22.44'
L8	N 43°05'58" E 167.42'	L27	S 21°09'16" E 25.39'
L9	S 42°46'10" W 167.42'	L28	S 04°36'57" W 49.12'
L10	N 43°05'58" E 167.42'	L29	S 08°36'54" E 4.06'
L11	S 42°46'10" W 167.42'	L30	S 24°21'34" E 90.10'
		L31	S 42°46'10" W 179.07'

OWNER/DEVELOPER:  
TRES ZORROS, LLC  
P.O. BOX 1249  
SAN MARCOS, TEXAS 78667  
(512) 396-5115  
ZACH POTTS

SURVEYOR:  
JDS SURVEYING INC.  
159 W. MAIN ST.  
VAN, TEXAS 75790  
RYAN J. MAXFIELD, R.P.L.S. 6763  
(903) 963-2333  
TBPLS FIRM REGISTRATION  
NO. 10194118

ENGINEER:  
KJ ENVIRONMENTAL  
500 MOSELEY ROAD  
CROSS ROADS, TEXAS 76277  
KEVIN J. WARE, P.E. 136599  
(940) 387-0805  
TBPE # F-12214



**LEGEND**

- WW = Water Well
- RP = Iron Rod Found
- Barbed Wire Fence
- Chain Link Fence
- Tele. Cable
- Concrete Monument Set
- 1/2" Iron Rod Set with plastic cap stamped "JDS" (unless otherwise noted)
- Powerline
- Pipeline

PRELIMINARY PLAT  
LYTTON HOLLOW  
GIDEON PACE SURVEY, A-230  
CALDWELL COUNTY, TEXAS

**JDS SURVEYING, INC.**  
WWW.JDSSURVEY.COM  
PROFESSIONAL SURVEYING & MAPPING  
T.B.P.L.S. Firm Registration No. 10194118  
139 W. Main, Van, TX 75790 - Phone: (940) 963-2333

DRAWN BY: SJ	SCALE: 1" = 100'
SURVEYED BY: SM	SHEET 1 of 1
DATE: 02-10-2022	FILE NO: 2251-LYTTON

TRES ZORROS LLC  
PO BOX 1249  
SAN MARCOS, TX 78667

FIRST LOCKHART NATIONAL BANK  
www.lockhartnationalbank.com  
817-208-3400

11

1/7/2

PAY TO THE ORDER OF

Caldwell County

\$ 2,100.00

Two Thousand One Hundred Dollars + 00/100

DOLL

MEMO Preliminary Plat App fee

Zach Lett



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8241

DATE 1-12-20

RECEIVED FROM Tres Zorros, LLC

\$ 2,100.00

FOR Two thousand one hundred dollars for plat fees for Lytton + Hellen

AMOUNT OF ACCOUNT	
THIS PAYMENT	2,100.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kari L Miles

Thank You



June 23, 2021

Dear Sirs:

**Re:** letter of availability 8388 FM 1854 Dale, TX

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](mailto:newservice@bluebonnet.coop).

Sincerely,

Barbara Seilheimer

Manager, Member Services

# Caldwell County Development Application



## Date Submitted

1/10/22

## 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)

TRES ZORROS, LLC  
PO BOX 1249  
SAN MARCOS, TX 78667  
512-396-5115

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

TRES ZORROS, LLC  
PO BOX 1249  
SAN MARCOS, TX 78667  
512-396-5115

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

Austin Crabill  
PO BOX 1249  
SAN MARCOS, TX 78667  
512-396-5115  
austin@tx-land.com

**4. Consultants (\*If applicable)**

N/A

**Licensed Professional Engineer\*:**

KJ Environmental  
Civil and Environmental Engineering  
500 Moseley Road  
Cross Roads, Texas 76277  
FIRM#  
(940) 387-0805  
Texas Board of Professional Engineering Firm

**Registered Professional Land Surveyor\*:**

JDS SURVEYING INC.  
159 W. MAIN ST.  
VAN, TX 75790  
JACE D. SCARBROUGH RPLS 6289  
903-963-2333  
TBPLS FIRM REG #10194118

**Registered Sanitarian\*:**

Eric Williams, P.E.  
WillCo Engineering, PLLC  
c: 713-502-0650  
f: 713-510-1586  
eric@willcoengineering.com  
www.willcoengineering.com

**Geoscientists\*:**

# Application Questionnaire

Property Address (or approximate location)

8388 FM 1854 Dale, TX

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

18.568 acres in the Gideon Pace Survey, Abstract. No. 230 of Caldwell County, Texas

Parcel Tax ID Number

11961

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: Polonia Water Supply Corporation

Anticipated wastewater system in the development

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

**Project Description**

Residential Subdivision

## Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Lytton Hollow

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

Total Acreage of Subject Property

18.568

Total Proposed Residential Lots

9

Total Proposed Commercial Lots

0

Type of Construction

N/A

Has Appropriate Application Checklist been attached?

Yes

No

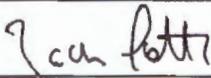
### Owner's Certification

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: Zachary Potts Phone Number: 210-316-5588

Applicant Name: Austin Crabill Phone Number: 512-396-5115

Owner Email: zacharylpotts@gmail.com

Owner Signature: 

Zachary Potts, President of Chanan Corporation., General Partner of Fortress Ranch Investments, LTD, Authorized Member of Tres Zorros, LLC

## Caldwell County Development Submittal Requirements and Checklists

### Preliminary Plat Intake Completeness Checklist

- Date of Pre-Application Conference 1/10/22
- Caldwell County Subdivision Application
- Submittal Fee (\$750 plus \$150 per lot)
- Tax Certificates
- Preliminary Engineering Plan
- Engineering Summary Report
- Engineering Drainage Report (*can be combined with Engineer Summary Report*)
- If a TxDOT Driveway is proposed, a copy of the permit must be included with application
- N/A
- If OSSF is proposed, preliminary written approval from Caldwell County is required
- Water & Wastewater Availability/Intent to Serve Letters
- N/A Phasing Agreement, if Phased Subdivision is proposed
- N/A Master Development Plan, if Phased Subdivision is proposed
- If FEMA Floodplain is present within the area of construction (including future homes for residential subdivisions), a floodplain permit or LOMR/CLOMR is needed and must be included with the subdivision application.
- N/A
- If driveway or utility construction within the County right-of-way is proposed, a copy of those permits should be included with the subdivision application.
- Date Application deemed Administratively Complete: \_\_\_\_\_
- Date Subdivision Scheduled for Commissioners Court: \_\_\_\_\_

### Preliminary Plat Information Requirements for Technical Review

- Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.
- Preliminary Plats for tracts of less than 100 acres shall be drawn at a scale of 1"=100'. Preliminary Plats for tracts greater than 100 acres may be drawn at a scale of 1"=200' with approval from the County Engineer. For Preliminary Plats the minimum acceptable sheet size is 18" x 24"; the maximum acceptable size is 24" x 36". Preliminary Plat submittals shall contain the following information:
  - The date of submittal or the date of last revision, scale and north arrow, and a location map oriented with north to the top of the drawing.
  - The name, address, and phone number of the Owner, the primary contact person, the Engineer, and the Surveyor; in place of the seal and signature of the Engineer and / or Surveyor the Preliminary Plat shall include the following note: "Preliminary. This document shall not be recorded for any purposes."
  - A unique subdivision name. The official name of the subdivision shall not begin with the words "A", "An", "The", or "Replat of".
  - The location of existing property boundary lines.
  - The width and location of platted streets and/or alleys within or adjacent to the property.
  - The location of City Limits and Extra-Territorial Jurisdiction (ETJ) boundaries for incorporated areas
  - The location of existing utilities within the subdivision boundary.
  - The total acreage, number of lots with, size of individual lots including all lot frontages, and sequential and logical identification of lots by lot and block number and including block length.
  - Right-of-way must be established on both sides with ties to monumentation.

### Caldwell County Development Submittal Requirements and Checklists

- Proposed right-of-way dedication shall be in conformance with the current County Transportation Plan.
- Identification of proposed land uses other than single family residential.
- The names, locations, width, and dimensions (to nearest foot) of proposed streets, roads, lots, alleys, drainage easements, public utility easements, parks, and other lots provided for public use.
- Adjacent property boundaries and owner's names, including deed references to unsubdivided tracts as available from current tax records, and lot, block, and recording information for adjacent recorded subdivisions.
- Indication of the proposed public or private nature of the streets shall be indicated. If private streets are proposed, the streets must be labeled "Private Street, Drainage and Public Utility Easement" and must be described and platted by lot and block.

#### Engineering Plan requirements

- Preliminary Plat applications shall be accompanied by the Preliminary Engineering Plan showing the general arrangement of infrastructure and drainage. The maximum acceptable sheet size for Preliminary Engineering Plans is 24" x 36". Preliminary Engineering Plan submittals shall contain the following information

- Topographic contour lines at one (1') foot or two (2') foot intervals with sufficient accuracy to permit the planning of drainage, streets, and other proposed improvements. Contour lines at greater intervals in steep areas will be acceptable subject to approval by the County Engineer. Datum and data sources must be noted on the plan.

- A drainage plan drawn at a scale with no less definition than provided in the Preliminary Engineering Plan and including stormwater channel alignments with drainage structures, drainage easements with course and distance of centerlines and boundaries, lot lines, street layout, proposed inlets, culverts, roadside ditches, channel sections and sideslopes, bridges, channel improvements, levees or berms, and fill areas. The limits of the 100-year floodplain shall be depicted including the width of overflow and backwater at roadways.

- If the subdivision intends to utilize a water distribution, wastewater collection or recycled water system, plans shall be included indicating the typical assignment and trench details, preliminary pipe sizes and alignments, any lift stations / pump stations / etc, and any connection points to adjacent properties or existing roadways.

#### Engineering Summary Report

- Preliminary Plat applications shall be accompanied by an Engineering Summary Report. The summary report shall be signed and sealed by the Professional Engineer responsible for the Preliminary Engineering Plan and shall address the following

- Proposed drainage systems including an engineering drainage report to support all drainage designs with complete computations provided in an orderly manner and clearly stated assumptions and design basis.

- If any revision to a FEMA Flood Insurance Study is required, a detailed discussion of the character the changes to the floodplain.

- Specification of Groundwater Districts with jurisdictional authority and a discussion of applicable rules and constraints associated with protection of local groundwaters

- If proposed streets are to be privately owned, specification of the proposed means for collecting dues from associated property owners; or for providing property tax assessments sufficient to support annual maintenance costs and to support a sinking fund for long term street rehabilitation

- If individual, private, onsite wastewater disposal facilities are to be used, preliminary written approval for use of these systems must be provided from the regulatory agencies in Caldwell County responsible for review of onsite waste disposal facilities.

- If water and/or wastewater services are to be provided by a municipality, corporation, or district, confirmation from the municipality, corporation, or district by certified letter or affidavit of a willingness to serve the proposed development including assurance that sufficient water and/or wastewater capacity is available.

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ENGINEERING SUMMARY REPORT  
LYTTON HOLLOW ESTATES  
CALDWELL COUNTY, TEXAS  
SUBDIVISION PLAT

PREPARED FOR:  
**Tres Zorros LLC**  
PO Box 1249  
San Marcos, TX 78667



SUBMITTED TO:  
Caldwell County, Texas  
1700 FM 2720  
Lockhart, Texas 78644

PREPARED BY:  
**KJ Environmental**  
*Civil and Environmental Engineering*  
500 Moseley Road  
Cross Roads, Texas 76277  
TBPE#F-12214  
(940) 387-0805



## **GENERAL**

This Engineering Summary Report (ESR) accompanies the Final Plat for the proposed Lytton Hollow Estates Subdivision. This ESR was prepared in accordance with the Caldwell County Subdivision Ordinances. The proposed subdivision consists of approximately 19 acres, according to the plat. The site is located on the northeast side of FM 1854, northwest of Crooked Road in Caldwell County, Texas. The site is not located within the city limits or extra-territorial jurisdiction (ETJ) of any municipality. The property address is 8388 FM 1854, Dale, TX 78616

The site consists of approximately 18.56 acres and is currently undeveloped with no sizeable man-made structures. Out of the 18.56 acres, 0.19 acres is being dedicated to Caldwell County for public right-of-way. The proposed subdivision consists of 11 lots. The proposed lot lines are shown on the plat.

## **SITE CHARACTERISTICS**

The overall site is gently to moderately sloping to the east/southeast and is divided into two drainage areas, DA-1 and DA-2. Drainage on the site is a combination of sheet flow and shallow concentrated flow.

The proposed development will consist of creating eleven single family residential lots. The minimum lot size is 1.43 acre, the largest lot size is 3.35 acres, with the majority of the lots being in between 1.43 acre and 1.56 acres. All lots meet the minimum required lot size for lots with public water supply and private on-site sewage facilities (OSSFs). All lots have adequate roadway frontage for residential driveways and meet the required driveway separation distances per Caldwell County.

## **ROADWAYS AND DRAINAGE**

The site fronts FM 1854 and Crooked Road. All lots have adequate roadway frontage onto FM 1854 or Crooked Road and meet the required driveway separation distances along Crooked Road and through access easements along FM 1854. No internal roadways or drainage structures are proposed for the subdivision, only private residential driveways.

A drainage analysis was performed by Kevin Ware, PE, for the proposed subdivision. This analysis estimated approximately 4,000 sf of new impervious cover per lot for single family residences and associated driveways, etc. The drainage analysis is included as Appendix A of this report. The evaluation performed by Mr. Ware indicated that on site

detention is not required for the subdivision. The Drainage Area Map, Figure 1, included in the drainage analysis, shows the proposed lot lines, the site topography, as well as the drainage basin areas. We are requesting a Detention Waiver since the development will result in less than 15% impervious cover. Any stormwater conveyances required (other than driveway culverts) will be via open swales.

Minimal grading will take place on site to accommodate the residences and the driveways. No regrading at the site is included as part of the project. There is a portion of the property within the FEMA Flood Hazard Boundary, Zone A, an area subject to a 0.1% annual chance of flooding, as per FEMA Flood Insurance Rate Map Community Panel No. 48055C0050E, effective date June 19, 2012.

Since no internal roads or utilities are being constructed there will be no erosion control required by the developer. As each of the lots are developed with houses and utilities (water services and OSSF/ septic) temporary erosion controls need to be in place on each lot to prevent off site transport of sediment. The temporary erosion controls need to remain in place until the disturbed areas have been revegetated and the vegetation is established over 90% of those areas.

## **UTILITIES**

Water will be provided to the site by Maxwell Water Supply. There is no municipal wastewater service available to the site. The lots will be served by individual on-site sewage facilities (OSSFs). A Facility Planning Report (FPR) is being submitted by Eric Williams, RS under a separate cover.

Public utility easements (PUEs) were placed along the front, side and rear lot lines, as is customary for a newly platted subdivision.

**APPENDIX A  
DRAINAGE STUDY**

## Methodology

The site is analyzed by hand on a plotted 24" x 36" sheet using LiDAR data from the Texas Natural Resources Information System (TNRIS). The site was divided into two drainage basins, with DA-01 totaling 167.51 acres, and DA-02 totaling 7.14 acres. The project is bounded on the southwest side by FM 1854 and on the southeast side Crooked Road. See attached drainage area map. All three basins drain southeast towards the FEMA floodplain, Zone A.

## Lag Time

Lag time was calculated using the City of Austin Drainage Criteria Manual. Due to the size of the drainage areas it is assumed that the relatively small amount of development proposed will not significantly change the Times of Concentration and therefore the Lag Times, so the same Lag Time is assumed under existing and proposed conditions.

TIME OF CONCENTRATION CALCULATIONS - PRE AND POST DEVELOPMENT									
Drainage Area	Sheet Flow				Shallow Concentrated Flow			Total $T_c$	Lag $T_c$
	Length (ft)	Manning's n	P (2yr, 24hr) (in)	$T_{travel}$ (min)	Length (ft)	Slope (ft/ft)	$T_{c_{oc1}}$ (min)		
DA.1	100.00	0.15	4.14	14.54	4927.73	0.0091	53.49	68.03	40.82
DA-2	100.00	0.15	4.14	12.31	1197.87	0.0209	8.55	20.86	12.52

## NRCS Method

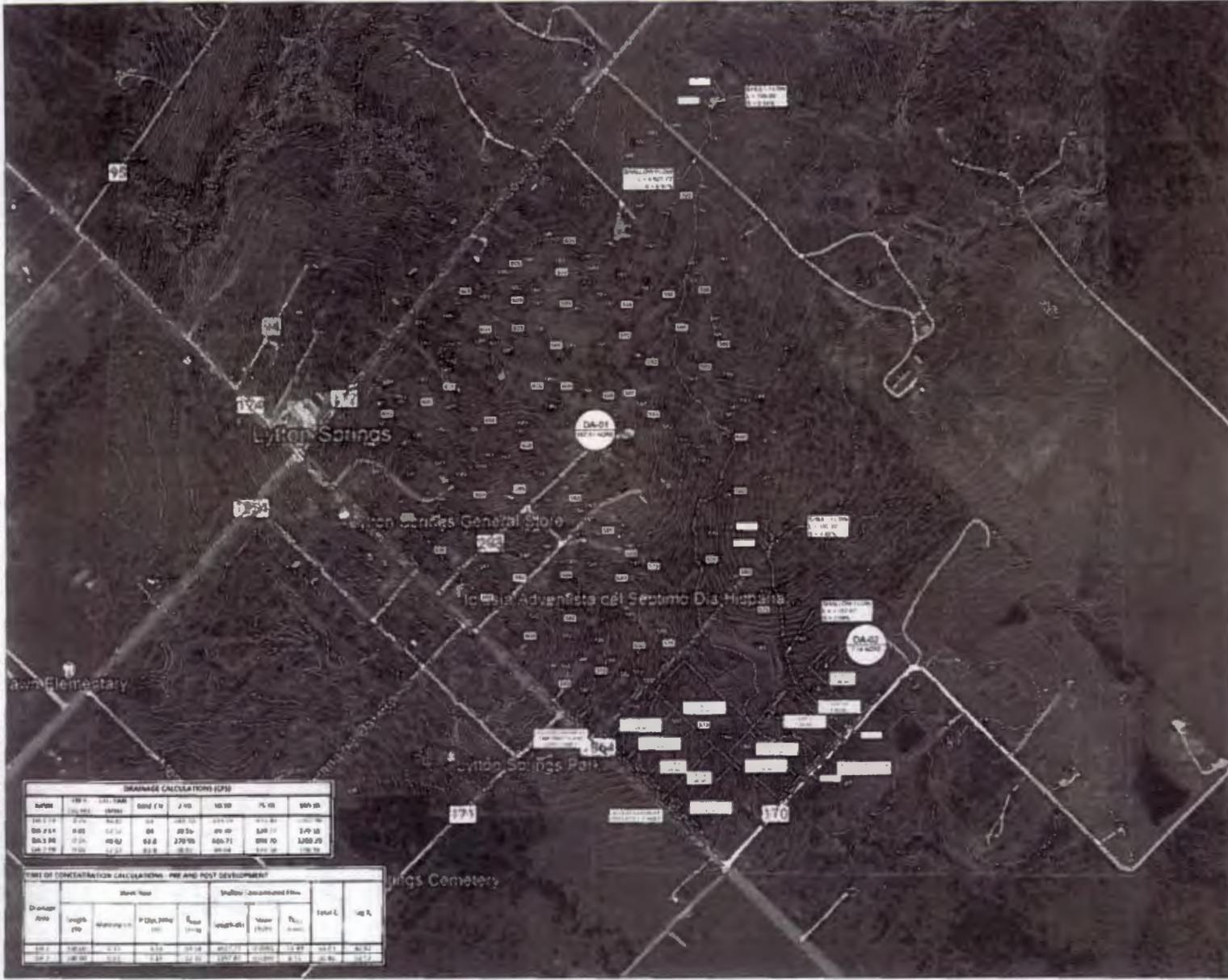
Existing and proposed runoff values were calculated using the NRCS Method and the City of Austin Drainage Criteria Manual. Curve numbers were used per Table 2-5 NRCS Method Curve Numbers for an average slope of 0-2% for basin DA-01, 0-3% for DA-02 and 1-3% for DA-03. Intensity values were calculated in using Equation 2-1 and Table 2-2A Intensity-Duration-Frequency Curve Coefficients (Zone 1). The project area was determined to be in "Zone 1" of the two zones in the City of Austin Drainage Criteria Manual by comparing the given diagram with the location of the project area in Google Maps. Finally, the area was calculated using Civil 3D tools for bounding the areas identified using LiDAR data.

*Lytton Hollow Estates Subdivision  
Drainage Analysis*

Slopes across the site currently average from 0-5%. The drainage basins contain Crockett, Burluson, Heiden and Mabank soil groups, which are all hydrologic type D soils. The cover type is "Pasture, grassland, or range" in Fair condition, therefore the SCS Curve Number is 84. Under proposed conditions 4,000 sf of impervious cover is assumed for buildings and driveways, and 1 acre of lawn around the buildings and driveways. The SCS Curve Number for impervious cover is 98. The Curve Number for lawn in "good" condition with Type D soil is 80; therefore the aggregate Curve Number for the impervious cover and lawn improvements is 83.8. It is well understood that some lots will have more impervious cover and some less, but overall, these assumptions were considered sufficient for this analysis. Since the aggregate Curve Number for the improvements is less than the base Curve Number of 84, and the drainage areas and times of concentration do not change, there is no increase in runoff caused by the residential improvements to the proposed large lots.

DRAINAGE CALCULATIONS (CFS)							
BASIN	AREA (SQ MI)	LAG TIME (MIN)	BASE CN	2-YR	10-YR	25-YR	100-YR
DA.1 EX	0.26	40.82	84	281.70	619.19	833.40	1202.96
DA-2 EX	0.01	12.52	84	39.16	89.39	124.77	179.18
DA.1 PR	0.26	40.82	83.8	279.95	616.73	894.70	1200.29
DA-2 PR	0.01	12.52	83.8	38.92	89.04	124.38	178.78

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**DRAINAGE CALCULATIONS (CFS)**

Station	Inlet	Outlet	Flow (CFS)
0+00	0+00	0+00	0.00
0+10	0+10	0+10	10.00
0+20	0+20	0+20	20.00
0+30	0+30	0+30	30.00
0+40	0+40	0+40	40.00
0+50	0+50	0+50	50.00
0+60	0+60	0+60	60.00
0+70	0+70	0+70	70.00
0+80	0+80	0+80	80.00
0+90	0+90	0+90	90.00
1+00	1+00	1+00	100.00

**TIME OF CONCENTRATION CALCULATIONS - PRE AND POST DEVELOPMENT**

Drainage Area (Ac)	Pre-Development			Post-Development		
	Length (ft)	Velocity (ft/s)	Time (min)	Length (ft)	Velocity (ft/s)	Time (min)
100	1000	1.5	11.1	1000	1.5	11.1
200	2000	1.5	22.2	2000	1.5	22.2
300	3000	1.5	33.3	3000	1.5	33.3



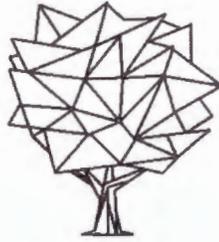
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY  
 KYLE J. WARD  
 TEXAS REG. NO. 112001



**KJE**  
 300 Mosely Road  
 Cross Roads, Texas 76227  
 Phone (817) 387-6000  
 Fax (817) 387-6000  
 © BPE & P 122141

**DRAINAGE EXHIBIT**  
**LYTTON HOLLOW ESTATES**  
**LYTTON HOLLOW, TEXAS**

DATE	02/02/21
BY	JP
CHECKED BY	
DATE	
SCALE	



WILLCO ENGINEERING

**WillCo Engineering, PLLC**

2947 Highland Lakes Dr.

Missouri City, TX 77459

713-502-0650

[eric@willcoengineering.com](mailto:eric@willcoengineering.com)

[www.willcoengineering.com](http://www.willcoengineering.com)

## OSSF Subdivision Study Summary

### Overview

This OSSF subdivision study pertains to the proposed Lytton Hollow in Caldwell County. This subdivision study follows the outline of TCEQ 285.4(c):

- A. See attached drawing package for site plan, also see the proposed plat for the overall site plan information.
- B. See attached drawing package and proposed plat for topographic information.
- C. Portions of the proposed subdivision are within FEMA Zone 'A' per the attached information and proposed plat.
- D. See attached NRCS soil data and on-site soil boring information for the soil survey.
- E. No proposed water wells within proposed plat, water service to be provided by Polonia WSC.
- F. Easements are noted in the attached drawing package and plat.
- G. Comprehensive drainage plan to be provided by other parties.
- H. See below and in attached drawing for details on types of OSSFs to be considered.
- I. Proposed subdivision does not lie within EARZ or EACZ per TCEQ GIS data.

### Soil Survey Results

The soil survey was performed using both NRCS soil data for the site and test holes bored on site using an auger. Class IV soil is prevalent throughout the proposed area (no season groundwater noted to depths surveyed). The results for the test hole borings area below (locations shown on attached drawing package and correspond with the numbers on this list):

1. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".

2. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
3. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
4. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
5. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
6. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
7. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
8. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
9. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".
10. Organic matter at surface then Class IV clay (with some sand content) (dark brown to light brown). No signs of seasonal groundwater or restrictive horizon to 60".

## Possible OSSF Types

Possible OSSF disposal methods with conventional treatment:

- Drip irrigation (mounding may be required)
- ET bed (mounding may be required)
- LPD bed or laterals (mounding may be required)

Possible OSSF disposal methods with aerobic treatment:

- Surface spray
- LPD bed or laterals (mounding may be required)
- Drip irrigation (mounding may be required)

Conventional gravity flow with gravel and pipe / leaching chamber disposal not recommended due to soil texture.

Each lot should be reviewed individually with careful planning prior to any construction to comply with OSSF requirements.

## Additional Information

This lots within the tract as shown are adequate to support single family dwellings of typical size and an OSSF. Careful planning is required to determine feasibility of improvements, size of home, water source, and OSSF.

## Attachments

- Drawing Package
- NRCS data

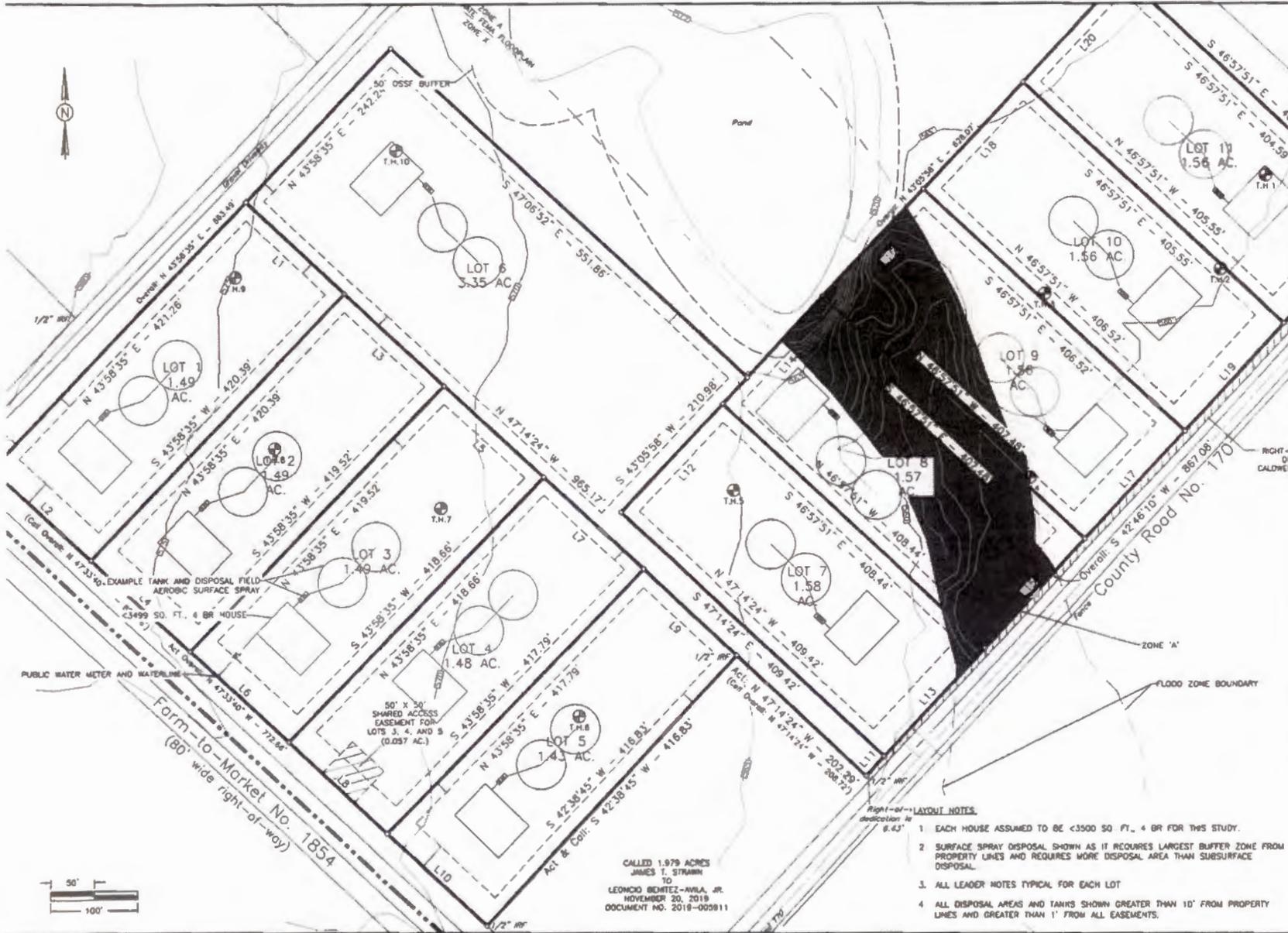
9/1/2021



A handwritten signature in black ink, appearing to read "Eric Williams".

Eric Williams, P.E., PMP  
WillCo Engineering, PLLC  
Texas Engineering Firm F-18639





**WILCO ENGINEERING**  
 2947 HIGHLAND LAKES DR.  
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 www.WILCOEngineering.com

**CUSTOMER:**  
 LYTTON HOLLOW  
 FM 1854 & CR 170  
 CALDWELL CO, TX

**CONTRACTOR:**



9/1/2021

**DRAWING TITLE:**

OSSF LAYOUT	
DATE:	2021-09-01
PROJECT:	0-2576
SCALE:	1"=100'-0"
SHEET#:	2 of 3
REV	0

CALLED 1.979 ACRES  
 JAMES T. STRUBB  
 TO  
 LEONCIO BEMTEZ-AVILA, JR.  
 NOVEMBER 20, 2019  
 DOCUMENT NO. 2019-005811

- LAYOUT NOTES:**
1. EACH HOUSE ASSUMED TO BE <3500 SQ. FT., 4 BR FOR THIS STUDY.
  2. SURFACE SPRAY DISPOSAL SHOWN AS IT REQUIRES LARGEST BUFFER ZONE FROM PROPERTY LINES AND REQUIRES MORE DISPOSAL AREA THAN SUBSURFACE DISPOSAL.
  3. ALL LEADER NOTES TYPICAL FOR EACH LOT
  4. ALL DISPOSAL AREAS AND TANKS SHOWN GREATER THAN 10' FROM PROPERTY LINES AND GREATER THAN 1' FROM ALL EASEMENTS.



SYSTEM PARAMETERS	
LIVING AREA (SQ. FT.)	3499
BEDROOM COUNT	4
APPLICATION RATE (GAL./SQ. FT./DAY)	0.064
DAILY WATER USAGE (GPD)	300
TREATMENT CAPACITY REQUIRED (GPD)	480
SPRAY AREA REQUIRED (SQ. FT.)	4898
SPRAY AREA DESIGNED (SQ. FT.)	4925
INLET PRESSURE TO SPRAY HEADS (PSI)	30
TOTAL DYNAMIC HEAD REQUIRED (FT.)	90
FLOW RATE REQUIRED (GPM)	5.3
REQUIRED PUMPING POWER (BHP)	0.20
TOTAL SPRAY TIME PER DAY (MIN.)	



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 ERIC@WILCOENGINEERING.COM  
 www.WilcoEngineering.com

**CUSTOMER:**

LYTTON HOLLOW  
 FM 1854 & CR 170  
 CALDWELL CO. TX

**CONTRACTOR:**



9/1/2021

**DRAWING TITLE:**

OSSF LAYOUT

DATE:	9-1-21
PROJECT:	0-2576
SCALE:	1"=40'-0"
SHEET#:	3 of 3
REV:	0

- LAYOUT NOTES:**
1. EACH HOUSE ASSUMED TO BE <3500 SQ. FT., 4 BR FOR THIS STUDY.
  2. SURFACE SPRAY DISPOSAL SHOWN AS IT REQUIRES LARGEST BUFFER ZONE FROM PROPERTY LINES AND REQUIRES MORE DISPOSAL AREA THAN SUBSURFACE DISPOSAL.
  3. ALL LEADER NOTES TYPICAL FOR EACH LOT
  4. ALL DISPOSAL AREAS AND TANKS SHOWN GREATER THAN 10' FROM PROPERTY LINES AND GREATER THAN 1' FROM ALL EASEMENTS.

## Caldwell County, Texas

### MaA—Mabank loam, 0 to 1 percent slopes

#### Map Unit Setting

*National map unit symbol:* d68k

*Elevation:* 230 to 680 feet

*Mean annual precipitation:* 32 to 40 inches

*Mean annual air temperature:* 64 to 70 degrees F

*Frost-free period:* 220 to 280 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Mabank and similar soils:* 90 percent

*Minor components:* 10 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Mabank

##### Setting

*Landform:* Stream terraces, stream terraces

*Landform position (three-dimensional):* Tread

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Parent material:* Clayey alluvium of quaternary age derived from mixed sources

##### Typical profile

*H1 - 0 to 7 inches:* loam

*H2 - 7 to 39 inches:* clay

*H3 - 39 to 76 inches:* sandy clay

##### Properties and qualities

*Slope:* 0 to 1 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Moderately well drained

*Runoff class:* High

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 15 percent

*Gypsum, maximum content:* 22 percent

*Maximum salinity:* Very slightly saline to moderately saline (2.0 to 8.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 8.0

*Available water capacity:* Moderate (about 8.8 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated): 3w*  
*Hydrologic Soil Group: D*  
*Ecological site: R086AY004TX - Southern Claypan Prairie*  
*Hydric soil rating: No*

**Minor Components**

**Unnamed**

*Percent of map unit: 9 percent*  
*Hydric soil rating: No*

**Unnamed, hydric**

*Percent of map unit: 1 percent*  
*Landform: Depressions*  
*Hydric soil rating: Yes*

**Data Source Information**

Soil Survey Area: Caldwell County, Texas  
Survey Area Data: Version 16, Jun 11, 2020

## Caldwell County, Texas

### MaB—Mabank loam, 1 to 3 percent slopes

#### Map Unit Setting

*National map unit symbol:* d68l

*Elevation:* 230 to 680 feet

*Mean annual precipitation:* 32 to 40 inches

*Mean annual air temperature:* 64 to 70 degrees F

*Frost-free period:* 220 to 280 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Mabank and similar soils:* 100 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Mabank

##### Setting

*Landform:* Stream terraces, stream terraces

*Landform position (three-dimensional):* Tread

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Parent material:* Clayey alluvium of quaternary age derived from mixed sources

##### Typical profile

*H1 - 0 to 7 inches:* loam

*H2 - 7 to 39 inches:* clay

*H3 - 39 to 76 inches:* sandy clay

##### Properties and qualities

*Slope:* 1 to 3 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Moderately well drained

*Runoff class:* Very high

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 15 percent

*Gypsum, maximum content:* 22 percent

*Maximum salinity:* Very slightly saline to moderately saline (2.0 to 8.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 8.0

*Available water capacity:* Moderate (about 8.8 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* D  
*Ecological site:* R086AY004TX - Southern Claypan Prairie  
*Hydric soil rating:* No

## Data Source Information

Soil Survey Area: Caldwell County, Texas  
Survey Area Data: Version 16, Jun 11, 2020

Soil Map—Caldwell County, Texas



Map Scale: 1:2,910 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

### MAP LEGEND

<b>Area of Interest (AOI)</b>		 Spoil Area	
 Area of Interest (AOI)		 Stony Spot	
<b>Soils</b>		 Very Stony Spot	
 Soil Map Unit Polygons		 Wet Spot	
 Soil Map Unit Lines		 Other	
 Soil Map Unit Points		 Special Line Features	
<b>Special Point Features</b>		<b>Water Features</b>	
 Blowout		 Streams and Canals	
 Borrow Pit		<b>Transportation</b>	
 Clay Spot		 Rails	
 Closed Depression		 Interstate Highways	
 Gravel Pit		 US Routes	
 Gravelly Spot		 Major Roads	
 Landfill		 Local Roads	
 Lava Flow		<b>Background</b>	
 Marsh or swamp		 Aerial Photography	
 Mine or Quarry			
 Miscellaneous Water			
 Perennial Water			
 Rock Outcrop			
 Saline Spot			
 Sandy Spot			
 Severely Eroded Spot			
 Sinkhole			
 Slide or Slip			
 Sodic Spot			

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Caldwell County, Texas  
 Survey Area Data: Version 16, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 6, 2020—Feb 27, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

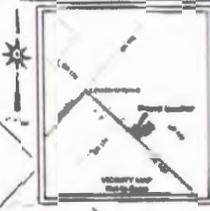
## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BuA	Burleson clay, 0 to 1 percent slopes	1.7	8.5%
CfB	Crockett fine sandy loam, 1 to 3 percent slopes	0.4	2.2%
MaA	Mabank loam, 0 to 1 percent slopes	6.8	33.0%
MaB	Mabank loam, 1 to 3 percent slopes	11.5	56.3%
<b>Totals for Area of Interest</b>		<b>20.4</b>	<b>100.0%</b>

# LYTTON HOLLOW - PRELIMINARY PLAT

## CALDWELL COUNTY, TEXAS

A PORTION OF THE GIDEON PACE SURVEY, A-230  
 A PORTION OF THE PABLO MARTINEZ SURVEY, A-181



### CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES

1. This plat is subject to the Caldwell County On-Site Wastewater Program. All lots shown on this plat are required to install and maintain an on-site wastewater treatment system in accordance with the Caldwell County On-Site Wastewater Program Rules and Regulations, as amended.

2. The applicant is responsible for obtaining all necessary permits from the Caldwell County Health Department and the Texas Department of Health Services (TDHS) for the installation and operation of the on-site wastewater treatment system.

3. The applicant is responsible for providing access to the on-site wastewater treatment system for inspection and maintenance by the Caldwell County Health Department and TDHS.

4. The applicant is responsible for maintaining the on-site wastewater treatment system in good working order at all times.

5. The applicant is responsible for paying all fees associated with the Caldwell County On-Site Wastewater Program, including the annual inspection fee and the annual maintenance fee.

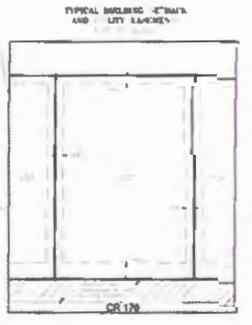
6. The applicant is responsible for providing a copy of this plat to the Caldwell County Health Department and TDHS.

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10. The applicant is responsible for providing a copy of this plat to the Caldwell County Health Department and TDHS.



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# TAX CERTIFICATE

**Issued By:**

Caldwell County Appraisal District  
211 Bufkin Ln  
P O Box 900  
Lockhart, TX 78644

**Property Information**

Property ID: 11961      Geo ID: 0100230-142-000-00  
Legal Acres: 38.8200  
Legal Desc: A230 PACE, GIDEON, ACRES 38.82  
Situs: 8388 FM 1854 DALE, TX 78616  
DBA:  
Exemptions: HS

Owner ID: 56025      100.00%  
DRENNER WESLEY  
8388 FM 1854  
DALE TX 78616-2584

**For Entities**

Caldwell County  
Caldwell-Hays ESD 1  
Farm to Market Road  
Lockhart ISD

**Value Information**

Improvement HS      83,500  
Improvement NHS      5,890  
Land HS      24,040  
Land NHS      363,740  
Productivity Market:      0  
Productivity Use:      0  
Assessed Value      477,170

**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 06/14/2021

Total Due if paid by: 06/30/2021

0.00



Tax Certificate Issued for:	Taxes Paid in 2020
Lockhart ISD	5,277.27
Farm to Market Road	0.47
Caldwell County	3,365.48
Caldwell-Hays ESD 1	477.17

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: 06/14/2021  
Requested By: WILLIAMS TYLER  
Fee Amount: 10.00  
Reference #:

*Wicki Schneider*  
Signature of Authorized Officer of Collecting Office

**23. Discussion/ Action** to consider the approval of the Preliminary Plat for Hartland Subdivision consisting of 25 lots on approximately 176.151 acres on Borchert Loop. **Speaker: Commissioner Westmoreland /Kasi Miles; Backup: 61; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02/18/2022

#### 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 the approval of the Preliminary Plat for Hartland Subdivision consisting of 25 lots on approximately 176.151 acres on Borchert Loop.

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)	Scott Miller	Hartland Subdivision	
(3)			

3. **Backup Materials:**     None     To Be Distributed    60 total # of backup pages (including this page)

4. Commissioner Westmoreland    02/14/2022  
Signature of Court Member    Date

Exhibit A



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Hartland Subdivision- Preliminary Plat  
Project No. 1911-189-02

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Hartland Subdivision, a 25-lot division of 176.151-acres located Borchert Loop Lockhart, Texas. This project is subject to a Development Agreement approved by Commissioners Court in late 2021. The subdivision will be served by OSSF setup under a condominium regime.

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

The next steps for this project are: vacating the existing plat of 1-acre lots along Borchert Loop followed by submission of construction plans, condominium plat, and final plat for first phase of construction. This project is preparing a Traffic Impact Analysis (TIA) which my office is coordinating with the TIA for Clearfork Ranch (opposite side of Borchert Loop in Lockhart ETJ). Both projects are anticipated to make boundary road improvements as a result of each projects TIA.

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.

**SHEET INDEX**

1. COVER SHEET
2. OVERALL PRELIMINARY PLAT -200 SCALE
3. PRELIMINARY PLAT -100 SCALE (1 OF 4)
4. PRELIMINARY PLAT -100 SCALE (2 OF 4)
5. PRELIMINARY PLAT -100 SCALE (3 OF 4)
6. PRELIMINARY PLAT -100 SCALE (4 OF 4)

**PRELIMINARY PLAT NOTES:**

1. THIS PRELIMINARY PLAT IS LOCATED WITHIN THE CLEAR FORK PLUM CREEK WATERSHED. NO PORTION OF THIS SITE IS LOCATED OVER THE EDWARD AQUIFER RECHARGE ZONE.
2. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY CONSTRUCTION.
3. THE 500-YEAR FLOOD PLAIN WILL BE CONTAINED WITHIN DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 48055C0115E, CALDWELL COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE JUNE 19, 2012.
4. PER THE DEVELOPMENT AGREEMENT, ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CALDWELL COUNTY RURAL DESIGN STANDARDS. ALL STREETS WILL BE PAVED WITH 22' ASPHALT PAVEMENT WITH 12" CONCRETE CURB. ALL LOCAL STREETS ARE TO HAVE A 60 FOOT R.O.W. AND A PAVING WIDTH OF 25' BOC-BOC. ALL COLLECTOR STREETS ARE TO HAVE A 60' R.O.W. AND A PAVING WIDTH OF 30' BOC-BOC.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE MAXWELL WATER SUD. WATER AND ON-SITE SEPTIC WASTEWATER SYSTEMS.
6. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AND/OR STORM SEWER EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
7. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS AND/OR STORM SEWER EASEMENTS EXCEPT AS APPROVED BY CALDWELL COUNTY.
8. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE BLUEBONNET ELECTRIC COOP WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
9. ALL FINISHED FLOOR ELEVATIONS IN THIS SUBDIVISION SHALL BE IN ACCORDANCE WITH CALDWELL COUNTY REGULATIONS AS CURRENTLY AMENDED.
10. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO CALDWELL COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS BY THE USE OF PONDING OR OTHER APPROVED METHODS.
11. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
12. A TEN FOOT ELECTRIC AND TELECOMMUNICATIONS EASEMENT ADJACENT TO THE R.O.W. SHALL BE DEDICATED ON THE FINAL PLATS.
13. AT THE TIME OF THE RECORDING OF ANY FINAL PLAT OUT OF THIS PRELIMINARY PLAT, A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS SHALL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.
14. POSTAL FACILITIES SHALL BE LOCATED IN THE COMMON OPEN SPACE AREAS AND/OR GREENBELT AREAS AT THE TIME OF FINAL PLAT.
15. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY OF PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF CALDWELL COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
16. RESIDENTIAL DEVELOPMENT OTHER THAN LANDSCAPING AND SUBDIVISION SIGNAGE IS PROHIBITED ON LOT 3, BLOCK A; LOT 7, BLOCK H; AND LOT 5, BLOCK I. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
17. UTILITY PROVIDERS:  
ELECTRIC: BLUEBONNET ELECTRIC CO-OP  
GAS: CENTRIC GAS  
CABLE/FIBER: CENTRIC FIBER  
WATER: MAXWELL WATER SUD  
WASTEWATER: ON-SITE SEPTIC SYSTEMS
18. THE SUBDIVISION SHOWN IS WITHIN UNINCORPORATED CALDWELL COUNTY, TEXAS.
19. 30' OF RIGHT-OF-WAY FROM THE CENTERLINE OF BORCHERT LOOP WAS DEDICATED WITH THE ORIGINAL ESTATES AT HARTLAND RANCH SUBDIVISION.
20. THE ORIGINAL LOTS IN THE ESTATES AT HARTLAND RANCH SUBDIVISION WILL BE VACATED PRIOR TO FINAL PLAT RECORDING.
21. ALL LOTS EXCEPT FOR LOTS 2-4, BLOCK "H" WILL BE DEVELOPED AS SINGLE FAMILY DETACHED RESIDENTIAL CONDOMINIUM UNITS WITH COMMON OSSF SEPTIC SYSTEMS SERVING EACH LOT. LOTS 2-4, BLOCK "H" WILL HAVE INDIVIDUAL OSSF SEPTIC SYSTEMS. LOT 3, BLOCK "A"; LOT 7, BLOCK "H"; AND LOT 6, BLOCK "I" ARE NON-RESIDENTIAL LOTS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
22. THIS TRACT IS LOCATED IN THE CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT.
23. THIS TRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT WITH CALDWELL COUNTY DATED 10-11-21.

# PRELIMINARY PLAT HARTLAND SUBDIVISION

BEING OUT OF THE M. HUNT SURVEY, ABS  
137, AND THE W. C. STEFFEY SURVEY, ABS 274,  
CALDWELL COUNTY, TEXAS,



**LOCATION MAP**  
SCALE: N.T.S.

**LEGAL DESCRIPTION**

BEING A 176.151 ACRE TRACT OF LAND, MORE OR LESS, BEING THAT CALLED 35 ACRE TRACT OF LAND IN THE W.C. STEFFEY SURVEY, A-274, AND THAT CALLED 142.5 ACRE TRACT OF LAND IN THE MEMUCAN HUNT SURVEY, A-137, IN THAT DEED DATED SEPTEMBER 29, 2021, FROM J & P LOCKHART BUILDER, LP TO RANCH ROAD HARTLAND, LLC, RECORDED IN DOCUMENT NUMBER 2021-00786, 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.

STATE OF TEXAS }  
COUNTY OF TRAVIS }

RANCH ROAD HARTLAND, LLC, BEING THE OWNER OF 176.151 ACRES OF LAND OUT OF THE M. HUNT SURVEY, ABSTRACT NUMBER 137, AND THE W.C. STEFFEY SURVEY, ABSTRACT NUMBER 274, SITUATED IN CALDWELL COUNTY, TEXAS AS CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER 2021-00786 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY SUBDIVIDE 176.151 ACRES OF LAND, TO BE KNOWN AS:

DATE **02-14-22**

*Charles R. Brigrance, Jr.*  
CHARLES R. BRIGANCE, JR., P.E. No. 64346  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
(512) 280-5160



**BENCH MARKS**

1. #CP1 TMG CIRS  
ELEV: 573.77  
N: 1386577.54  
E: 2366250.29  
NAD83, SOUTH CENTRAL ZONE  
NAVD88; GEOD 12A

**CIVIL ENGINEER & PERMIT CONSULTANT:**

CARLSON, BRIGANCE & DOERING, INC.  
5501 W. WILLIAM CANNON BLVD.  
AUSTIN, TEXAS 78749  
PHONE: 512-280-5160  
REGISTRATION # - 3791

**OWNER/DEVELOPER:**

RANCH ROAD HARTLAND, LLC  
2113 ESTES PARK DR  
SOUTHLAKE, TEXAS 76092  
PHONE: 949-680-5494

STATE OF TEXAS }  
COUNTY OF TRAVIS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_ BY SCOTT MILLER, AUTHORIZED AGENT, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }  
COUNTY OF CALDWELL }

I, CAROL HOLCOMB, COUNTY CLERK OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING DOCUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ M AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., IN THAT PLAT RECORDS OF CALDWELL COUNTY, TEXAS, IN PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

DATE **14 Feb 2022**

SURVEYED BY: *Aaron V. Thomason*  
AARON V. THOMASON, R.P.L.S. #6214  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
aaron@cbdeing.com



STATE OF TEXAS }  
COUNTY OF HAYS }

RANCH ROAD HARTLAND, LLC, BEING THE OWNER OF 176.151 ACRES OF LAND OUT OF THE M. HUNT SURVEY, ABSTRACT NUMBER 137, AND THE W.C. STEFFEY SURVEY, ABSTRACT NUMBER 274, SITUATED IN CALDWELL COUNTY, TEXAS AS CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER 2021-00786 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY SUBDIVIDE 176.151 ACRES OF LAND, TO BE KNOWN AS:

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

RANCH ROAD HARTLAND, LLC.  
SCOTT MILLER  
2113 ESTES PARK DRIVE  
SOUTHLAKE, TEXAS 76092

STATE OF TEXAS }  
COUNTY OF TRAVIS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_ BY SCOTT MILLER, AUTHORIZED AGENT, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }  
COUNTY OF CALDWELL }

I, CAROL HOLCOMB, COUNTY CLERK OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING DOCUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ M AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., IN THAT PLAT RECORDS OF CALDWELL COUNTY, TEXAS, IN PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

CAROL HOLCOMB  
COUNTY CLERK, CALDWELL COUNTY, TEXAS

BY: DEPUTY

STREET NAME	LENGTHS	R.O.W. WIDTHS	CLASSIFICATION	PAVEMENT WIDTH (BOC-BOC)
ZANE SADDLE ROAD	1,257 LF	70' 60"	COLLECTOR/LOCAL	25'
KONRAD CREEK DRIVE	1,887 LF	60'	LOCAL	25'
NICKS COVE	353 LF	60'	LOCAL	25'
KONRAD CREEK COVE	265 LF	60'	LOCAL	25'
JESSE GLADE COVE	881 LF	60'	LOCAL	25'
BARRON ESTATE COVE	881 LF	60'	LOCAL	25'
DAVIS MOUNTAIN DRIVE	2,799 LF	60'	LOCAL	25'
BARRON ESTATE DRIVE	1,896 LF	60'	LOCAL	25'
KOLBO CROSSING DRIVE	961 LF	60'	LOCAL	25'
ATTOUCH COVE	675 LF	60'	LOCAL	25'
ELKINS PRAIRIE DRIVE	1,058 LF	60'	LOCAL	25'
KOLBO CROSSING COVE	666 LF	60'	LOCAL	25'
MCGINTY MEADOW DRIVE	871 LF	60'	LOCAL	25'
OWEN GLADE COVE	1,391 LF	60'	LOCAL	25'
OWEN GLADE LANE	673 LF	60'	LOCAL	25'
JOCHEC LANE	1,031 LF	60'	LOCAL	25'
FLORENCE COVE	652 LF	60'	LOCAL	25'
DIEL DRIVE	1,042 LF	60'	LOCAL	25'
RADLEY ROAD	1,399 LF	60'	LOCAL	25'
TAYLOR POND PATH	1,478 LF	60'	LOCAL	25'
DAVIS MOUNTAIN COVE	522 LF	60'	LOCAL	25'
STELLA COVE	312 LF	60'	LOCAL	25'

**SUBDIVISION LOT TABLE:**

BLOCKS: 9

RESIDENTIAL LOTS: 25

DRAINAGE/PUBLIC UTILITY/LANDSCAPE EASEMENT: 3

TOTAL LOTS: 28

STREET LENGTHS: 22,740 LF.

**METES AND BOUNDS DESCRIPTION**  
A 176.151 ACRE TRACT OF LAND  
OUT OF W.C. STEFFEY 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. STEFFEY 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, 1984, 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 52 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.

*Manuel Carrizales* Date **1-11-2022**

Manuel Carrizales  
Registered Professional Land Surveyor  
Texas Registration Number 6388



Carrizales Land Surveying, LLC  
Texas Registered Surveying Firm  
TSPSLS Firm No. 10194417  
4807 Gondola Avenue, Edinburg TX 78542  
Office: 956-597-2167

Sheet 01 of 02  
Job No. s21-015

PRELIMINARY PLAT:  
SUBMITAL DATE: 11-22-2021

PROPOSED USE: SINGLE FAMILY CONDOMINIUM RESIDENTIAL & SINGLE FAMILY RESIDENTIAL

SUBMITTED BY:

*Charles R. Brigrance, Jr.*

DATE **02-14-22**

CHARLES R. BRIGANCE, JR., P.E. #64346

DATE

**FLOODPLAIN NOTE:**

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF THE STUDY OF THE FEDERAL INSURANCE ADMINISTRATION FIRM PANELS #48055C0115E; #48055C0250E; #48055C0100E EFFECTIVE DATE JUNE 19, 2012 AND 48055C0210F EFFECTIVE DATE DECEMBER 30, 2020 FOR CALDWELL COUNTY, TEXAS.

*Charles R. Brigrance, Jr.*

DATE **02-14-22**

CHARLES R. BRIGANCE, JR., P.E. #64346

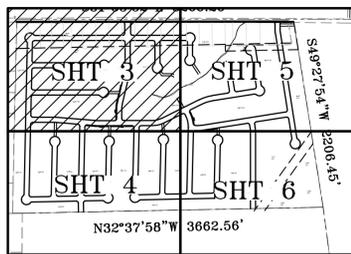
DATE



DESIGNED BY: CRB	DRAFTED BY: ISL
DATE	
REVISION	
 Civil Engineering & Surveying FIRM ID #479791 Main Office: 5501 West William Cannon Dr., Austin, Texas 78750 North Office: 12129 RR 620 N., Ste. 600, Austin, Texas 78750 Phone No. (512) 280-5160 Fax No. (512) 280-5165	
COVER SHEET HARTLAND SUBDIVISION PRELIMINARY PLAT	
SHEET NAME:	NOV 2021
JOB NAME:	5398
PROJECT:	1 OF 6
DATE:	NOV 2021
JOB NUMBER:	5398
SHEET:	1 OF 6
SHEET NO.:	1 OF 6



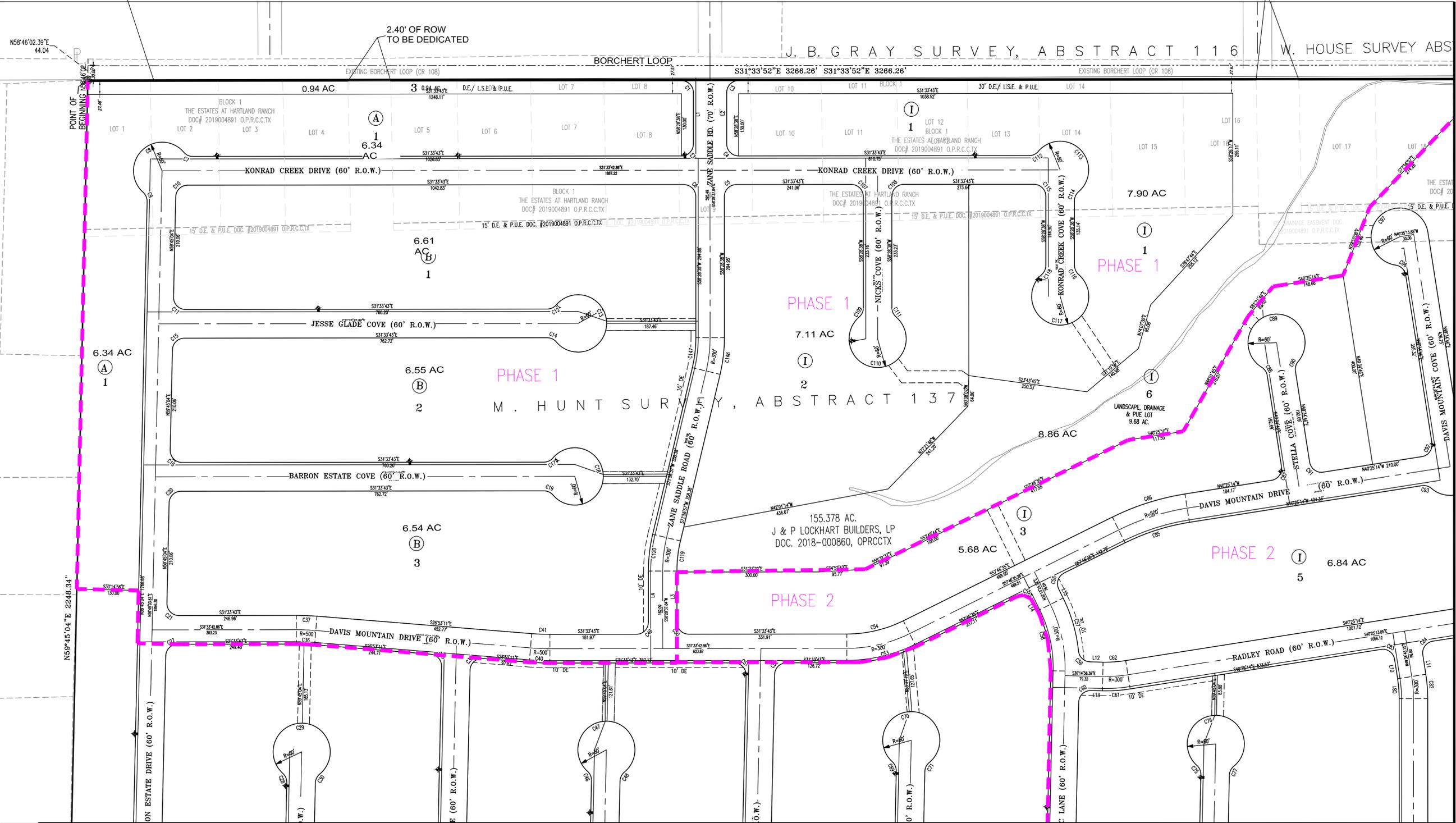
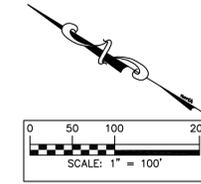
# PRELIMINARY PLAT HARTLAND SUBDIVISION



**KEY MAP**  
N.T.S.

NOTE: BORCHERT LOOP ROW WAS DEDICATED WITH THE ESTATES OF HARTLAND RANCH FOR A TOTAL OF 30' FROM CENTERLINE.

LEGEND	
	PROPERTY BOUNDARY
	PROJECT PHASE LINE
	EXISTING CREEK CENTERLINE
	100-YR FLOODPLAIN
	BLOCK NUMBER
	LOT NUMBER
	DRAINAGE EASEMENT
	PUBLIC UTILITY EASEMENT
	RIGHT OF WAY
	LANDSCAPE LOT
	WASTEWATER EASEMENT
	WATER EASEMENT
	HOMEOWNERS ASSOCIATION
	ADJACENT PROPERTY OWNER NUMBER
	GROUP MAIL BOX LOCATION
	4" CONCRETE GREENBELT TRAIL



2.40' OF ROW TO BE DEDICATED

2.40' OF ROW TO BE DEDICATED

MATCH LINE SEE SHEET 5 OF 6

MATCH LINE SEE SHEET 4 OF 6

SEE SHEET 2 FOR CURVE AND LINE TABLES

DESIGNED BY:	DRAFTED BY:
CRB	ISL

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering & Surveying

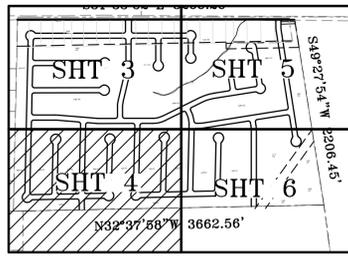
FIRM ID #F3791  
Main Office: North Office  
5501 West William Cannon Dr. Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

**PRELIMINARY PLAT - 100 SCALE (1 OF 4)**  
**HARTLAND SUBDIVISION**  
PRELIMINARY PLAT

CHARLES R. BRIGRANCE, JR.  
 LICENSED PROFESSIONAL ENGINEER  
 02-14-22

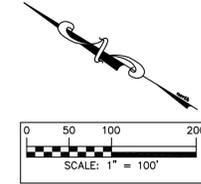
DATE	NOV 2021
JOB NUMBER	5398
SHEET	3 OF 6
SHEET NO.	

# PRELIMINARY PLAT HARTLAND SUBDIVISION



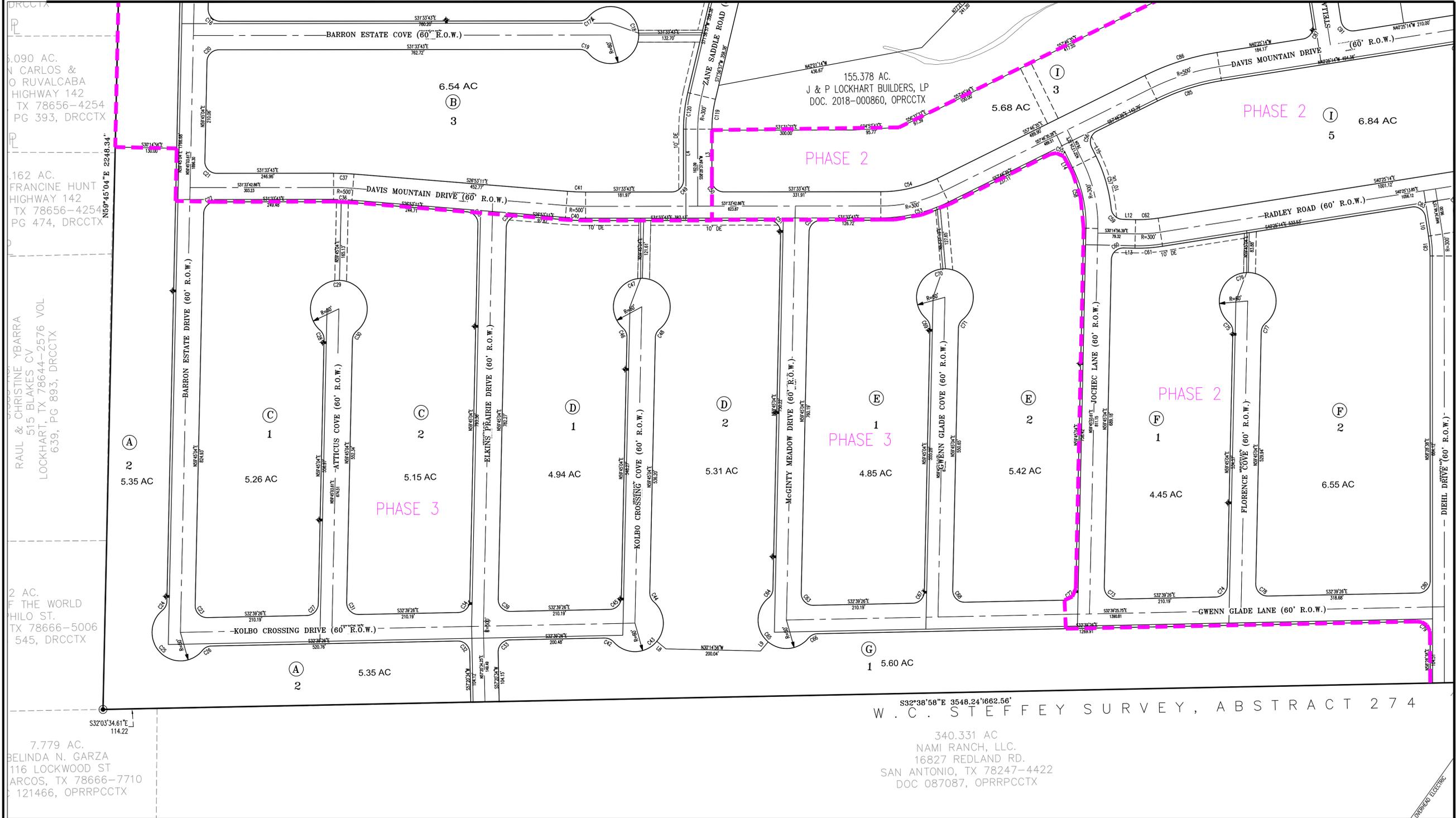
KEY MAP  
N.T.S.

MATCH LINE SEE SHEET 3 OF 6



LEGEND	
	PROPERTY BOUNDARY
	PROJECT PHASE LINE
	EXISTING CREEK CENTERLINE
	100-YR FLOODPLAIN
	BLOCK NUMBER
	LOT NUMBER
	DRAINAGE EASEMENT
	PUBLIC UTILITY EASEMENT
	RIGHT OF WAY
	LANDSCAPE LOT
	WASTEWATER EASEMENT
	WATER EASEMENT
	HOMEOWNERS ASSOCIATION
	ADJACENT PROPERTY OWNER NUMBER
	GROUP MAIL BOX LOCATION
	6\"/>

DESIGNED BY:	DRAFTED BY:
CRB	ISL
DATE	REVISION



MATCH LINE SEE SHEET 6 OF 6

0.090 AC.  
N CARLOS &  
O RUVALCABA  
HIGHWAY 142  
TX 78656-4254  
PG 393, DRCCTX

0.162 AC.  
FRANCINE HUNT  
HIGHWAY 142  
TX 78656-4254  
PG 474, DRCCTX

RAUL & CHRISTINE YBARRA  
515 BLAKES CV  
LOCKHART, TX 78644-2576 VOL  
639, PG 893, DRCCTX

2 AC.  
THE WORLD  
HILO ST.  
TX 78666-5006  
545, DRCCTX

7.779 AC.  
BELINDA N. GARZA  
116 LOCKWOOD ST  
ARCOS, TX 78666-7710  
121466, OPRRPCCTX

155.378 AC.  
J & P LOCKHART BUILDERS, LP  
DOC. 2018-000860, OPRCCTX

340.331 AC  
NAMI RANCH, LLC.  
16827 REDLAND RD.  
SAN ANTONIO, TX 78247-4422  
DOC 087087, OPRRPCCTX

S32°38'58"E 3548.24' 1662.56'  
W.C. STEFFEY SURVEY, ABSTRACT 274

Carlson, Brigrance & Doering, Inc.  
Civil Engineering & Surveying  
FIRM ID #F3791  
Main Office: North Office  
5501 West William Cannon Dr. 12129 RR (230 N. Ste. 600)  
Austin, Texas 78750 Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: **PRELIMINARY PLAT - 100 SCALE (2 OF 4)**  
JOB NAME: **HARTLAND SUBDIVISION**  
PROJECT: **PRELIMINARY PLAT**

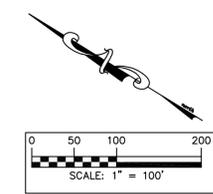
CHARLES R. BRIGRANCE, JR.  
64346  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
CARLSON, BRIGRANCE & DOERING, INC.  
ID# F3791  
02-14-22

DATE	NOV 2021
JOB NUMBER	5398
SHEET	4 OF 6
SHEET NO.	

SEE SHEET 2 FOR CURVE AND LINE TABLES

# PRELIMINARY PLAT HARTLAND SUBDIVISION

NOTE: BORCHERT LOOP ROW WAS DEDICATED WITH THE ESTATES OF HARTLAND RANCH FOR A TOTAL OF 30' FROM CENTERLINE.

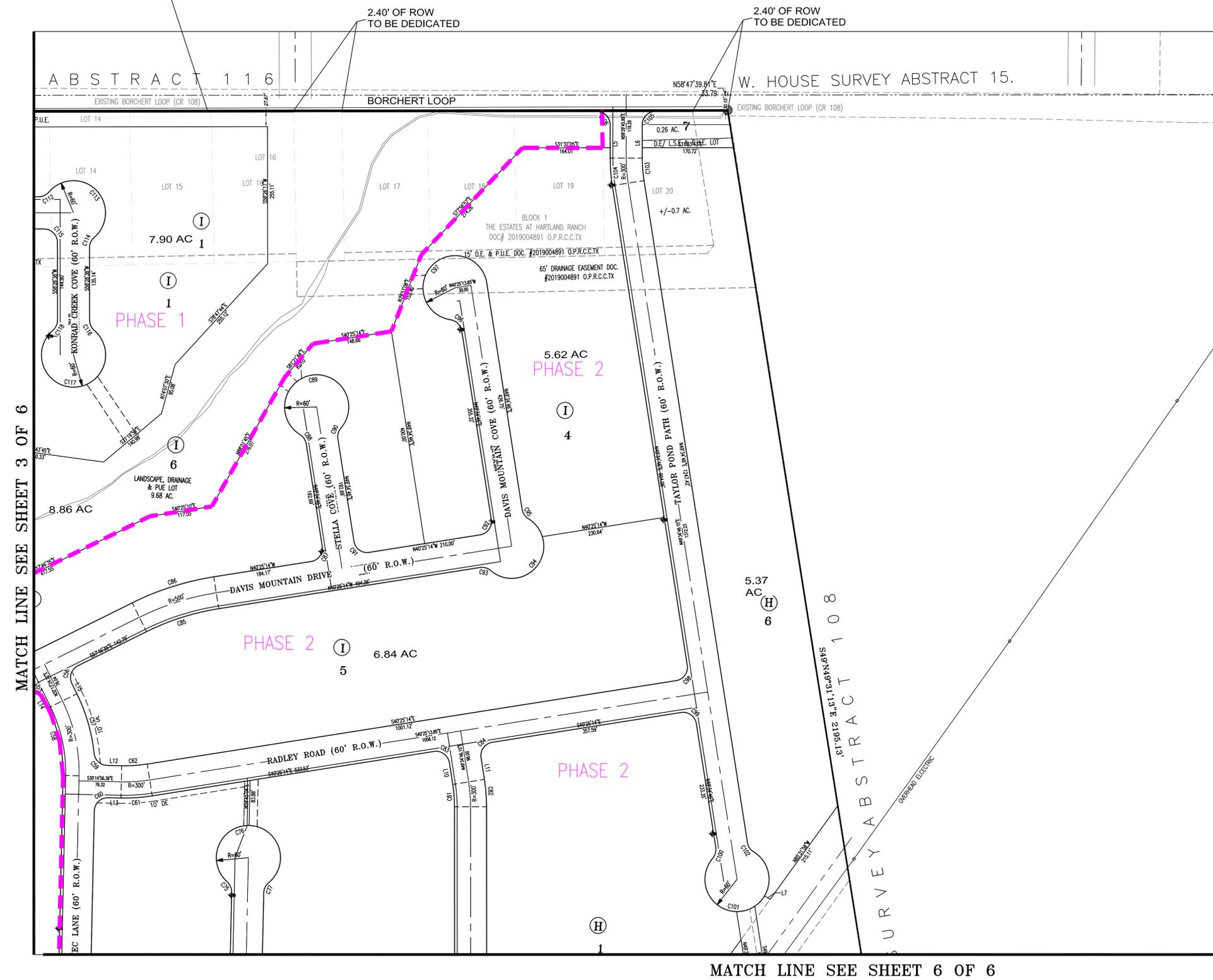
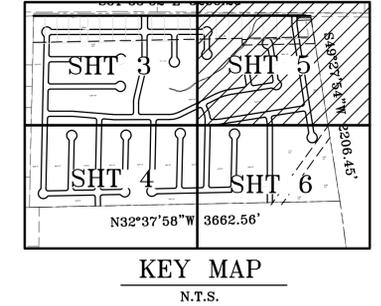


LEGEND	
	PROPERTY BOUNDARY
	PROJECT PHASE LINE
	EXISTING CREEK CENTERLINE
	100-YR FLOODPLAIN
	BLOCK NUMBER
	LOT NUMBER
	DRAINAGE EASEMENT
	P.U.E.
	DRAINAGE EASEMENT
	RIGHT OF WAY
	LANDSCAPE LOT
	WATERWATER EASEMENT
	WATER EASEMENT
	HOMEOWNERS ASSOCIATION
	ADJACENT PROPERTY OWNER NUMBER
	GROUP MAIL BOX LOCATION
	6" CONCRETE GREENBELT TRAIL

DESIGNED BY:	DRAFTED BY:
CRB	ISL

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering & Surveying

FIRM ID #F3791  
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5501 West William Cannon Dr. 12129 RR (230 N. Ste. 600)  
Austin, Texas 78750 Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165



MATCH LINE SEE SHEET 3 OF 6

MATCH LINE SEE SHEET 6 OF 6

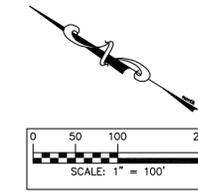
SHEET NAME:	PRELIMINARY PLAT - 100 SCALE (3 OF 4)
JOB NAME:	HARTLAND SUBDIVISION
PROJECT:	PRELIMINARY PLAT



DATE:	02-14-22
DATE:	NOV 2021
JOB NUMBER:	5398
SHEET:	5 OF 6
SHEET NO.:	

SEE SHEET 2 FOR CURVE AND LINE TABLES

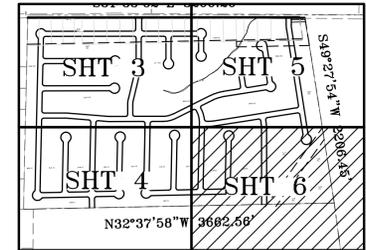
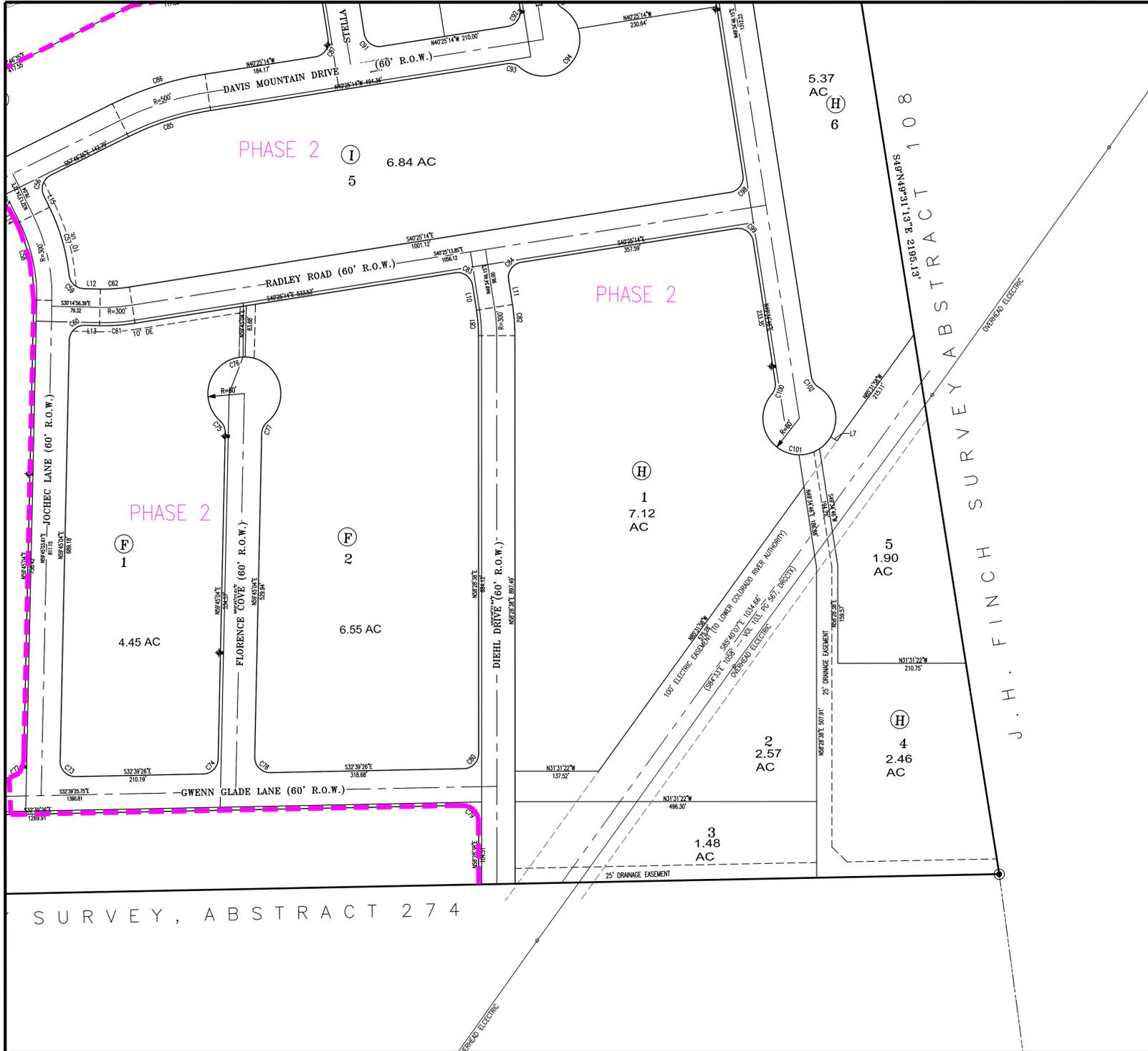
# PRELIMINARY PLAT HARTLAND SUBDIVISION



LEGEND	
	PROPERTY BOUNDARY
	PROJECT PHASE LINE
	EXISTING CREEK CENTERLINE
	100-YR FLOODPLAIN
	BLOCK NUMBER
	LOT NUMBER
	DRAINAGE EASEMENT
	PUBLIC UTILITY EASEMENT
	RIGHT OF WAY
	LANDSCAPE LOT
	WASTEWATER EASEMENT
	WATER EASEMENT
	HOMEOWNERS ASSOCIATION
	ADJACENT PROPERTY OWNER NUMBER
	GROUP MAIL BOX LOCATION
	4\"/>

DESIGNED BY:	DRAFTED BY:
CRB	ISL

MATCH LINE SEE SHEET 5 OF 6



**KEY MAP**  
N.T.S.

MATCH LINE SEE SHEET 4 OF 6

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering • Surveying

FIRM ID: #F3791  
Main Office: North Office  
5501 West William Cannon Dr. Austin, Texas 78750  
12129 RR (230 N. St. 600)  
Austin, Texas 78750

Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME:	<b>PRELIMINARY PLAT - 100 SCALE (4 OF 4)</b>
JOB NAME:	<b>HARTLAND SUBDIVISION</b>
PROJECT:	<b>PRELIMINARY PLAT</b>

*Charles R. Brigrance, Jr.*  
STATE OF TEXAS  
64346  
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGRANCE & DOERING, INC.  
ID# F3791

**02-14-22**

DATE:	<b>NOV 2021</b>
JOB NUMBER:	<b>5398</b>
SHEET:	<b>6 OF 6</b>
SHEET NO.:	

SEE SHEET 2 FOR CURVE AND LINE TABLES

FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Ranch Road Hartland, LLC  
2113 Estes Park Drive  
Southlake, TX 76092  
817-874-1204

WELLS FARGO BANK TEXAS, NA  
37-65/1119

3000

11/14/2021

PAY TO THE ORDER OF

Caldwell County

\$ 4,800.00

Four thousand eight hundred and 00/100

DOLLARS



Caldwell County



*Don Eloff*

MEMO



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8282

DATE: 1-27-22

RECEIVED FROM Ranch Road Hartland LLC \$ 4,800.00  
Four thousand eight hundred dollars  
FOR Pre. Plat fees Hartland Ranch

AMOUNT OF ACCOUNT		
THIS PAYMENT	4,800.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles *Thank You*

CASH ONLY IF ALL Check 21™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Ranch Road Hartland, LLC  
2113 Estes Park Drive  
Southlake, TX 78092  
817-874-1204

WELLS FARGO BANK TEXAS, NA  
37-85/1119

30013

12/15/2021

BY TO THE ORDER OF Caldwell County

\$ 850.00

Eight hundred fifty and 00/100

DOLLARS

Caldwell County

*Diandra [Signature]*



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8283

DATE 1-27-22

RECEIVED FROM Ranch Road Hartland LLC \$ 850.00  
Eight hundred fifty dollars and 00/100

FOR Plat Variation Fee - The Estates of Hartland  
Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	850.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kase L miles



August 10, 2021

Scott Miller  
Smiller@ranchroaddevelopment.com

RE: Installation of Underground and Overhead Electric Distribution Facilities for **Hartland Ranch**.

Dear **Mr. Miller**

We have received your inquiry regarding electric service for the proposed **Hartland Ranch** project. Bluebonnet Electric Cooperative, Inc. has determined that your project is in our certificated service territory, 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. We look forward to working with you to provide the electric service this project requires. We need the following items satisfied before we can proceed with our design and cost estimate:

1. A CAD (AutoCAD) file for all construction activity on the entire project.
2. A 5' wide exclusive assignment (whose location is agreeable to us) for our facilities in a 10' wide Public Utility Easement or a 10' wide dedicated Bluebonnet Electric Cooperative easement. We request that you conduct a utility coordination meeting at which all utilities involved in your project attend and agree on their respective assignments.
3. Your proposed construction schedule for all phases of this project.
4. A Development Information Request Form for all facilities to be served in all phases of this project and/or a detailed electrical load analysis for all commercial facilities to be served in all phases of this project.
5. Member shall create an account with Bluebonnet Electric for the person or entity responsible for paying any necessary fees or CIAC (Contribution in Aid of Construction) required for electric infrastructure for this project.

Please see the attached Bluebonnet Timeline Sheet for your project/job work progress and scheduling.

Bluebonnet Electric Cooperative shall at all times have complete ownership and control of any facilities we install and reserve the right to serve other customers from these facilities at any time.

Should you have any questions or need additional information, please give me a call at 888-622-2583, ext. 8648

Sincerely,

*Bill Scoggins*

Bill Scoggins  
Sr. Project Coordinator



8. Developer has received and reviewed Districts Rules and Regulations, and Developer understands and acknowledges that Developer must pay District all costs reasonable and necessary for District to provide retail water service to the Property (as more particularly described in Section 4.01, the "**Project**" and the associated costs, "**Project Costs**"), and Developer understands and acknowledges that such Project Costs are Developer's costs and must be paid to District as set forth in this Agreement;

9. Developer understands that it is the District's policy for developers to pay one-hundred percent (100%) of the Project Costs, save and except for any facilities, if any, included in the District's capital improvements plan; and,

10. Subject to the terms and conditions of the District's Rules, and Regulations as now existing or as hereinafter amended, the Parties desire to enter into this Agreement setting forth the terms and conditions pursuant to which the District will provide water service to the Property and pursuant to which certain additions to the Water System that are necessary to extend water services to the Property will be constructed and installed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the District and Developer hereby agree as follows:

#### **Article I.**

#### **DEFINITIONS**

Section 1.01 Definition of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

**"Agreement"** means this "Non-Standard Retail Water Services Agreement Between Maxwell Special Utility District and Ranch Road Hartland, LLC".

**"Costs of the Water System"** means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the Water System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, water, water rights, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Water System. Costs of the Water System will include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital and appropriate general and administrative costs. To the extent associated with the Property and necessary for the Project, the Costs of the Water System shall be included in the Project Costs and shall be payable by Developer.

**“Developer”** means Ranch Road Hartland, LLC, a Texas limited liability company.

**“District”** means the Maxwell Special Utility District, a Texas special utility district operating pursuant to Chapters 49 and 65 of the Texas Water Code, as amended.

**“District’s Service Area”** means the District’s water supply service area, whether or not it is a certificated service area, and includes the service areas of entities that may receive wholesale water service from District, as such service areas now exist or may be changed hereafter.

**“Emergency”** means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes force majeure and acts of third parties which cause the Water System to be unable to provide the water services agreed to be provided herein.

**“Impact Fee”** means that certain fee assessed new applicants for water service to acquire capital to defray capital costs as more fully described in the Rules and Regulations.

**“Internal Facilities”** means all water transmission and distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system within the Property, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

**“LUE”** means an amount of water services sufficient for one living unit equivalent which is defined as an annual daily average of 350 gallons per day per connection served by one standard 5/8-inch by 3/4-inch meter.

**“Rules and Regulations”** means the District’s rules, regulations, policies, fees, rates, operations, agreements and specifications as approved by the District’s Board of Directors from time to time.

**“Water System”** means all water supply, treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system of the District, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof, as additionally described in Recital No. 3, above.

## **Article II.**

### **WATER SERVICE**

Section 2.01 Subject to the terms and conditions set forth herein, the District shall provide retail water service for single family residential, multi-family, commercial and/or industrial use within the boundaries of the Property up to the amount of, but not to exceed, the equivalent of 299 LUEs of water service.

Section 2.02 Subject to the terms and conditions set forth in this Agreement and the District's Rules and Regulations, the District shall make such retail water service available to the Property in phases subject to Developer's completion of the Project as described in Article IV below.

Section 2.03 No LUE of water service that is the subject of this Agreement shall be reserved for Developer for its use unless and until fifty percent (50%) of Impact Fee has been paid for that respective LUE pursuant to Section 3.02, below. Until such time that any one LUE is reserved, the District may in its discretion terminate its agreement to such LUE for Developer without recourse and may sell or reserve it to another potential user of the said LUE of water service.

Section 2.04 Notwithstanding the provisions in Sections 2.01 above, the District shall have no obligation to provide water service to a specified portion of the Property until: (i) a final plat for such specified portion of the Property has been approved by the applicable governmental authority and recorded in the appropriate real property records; (ii) all of the water facilities serving the Property are completed for each respective phase of development, become operational and are inspected and tested, are approved by the District and any other agency or entity with jurisdiction, and are accepted by the District, which acceptance shall not be unreasonably withheld or delayed by the District; (iii) all required Project Costs have been paid to the District for such phase of development, and all applicable expenses and costs have been reimbursed to the District as set forth in Articles III, IV, V and VI hereof or as otherwise applicable; and (iv) all other applicable requirements for water service as set forth in this Agreement, and in the District's Rules and Regulations, have been complied with. Water taps and connections to the Project may be made thereafter only in compliance with the Rules and Regulations.

### **Article III.**

#### **CHARGES TO DEVELOPER**

Section 3.01 Developer, Developer's assignee, or individual lot owners shall pay to the District the District's Impact Fee and the Connection Fee (as described in the Rules and Regulations) on a per residential meter equivalent basis (standard 5/8" x 3/4" meter size) for each LUE of water service to be provided to the Property.

Section 3.02 The amount of the District's Impact Fee shall be the amount as set forth in the District's Rules and Regulations as of the Effective Date of this Agreement, and is due and payable as set forth below. As of the Effective Date of this Agreement, the amount of the District's Impact fee is THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,500.00) per standard 5/8" x 3/4" meter size, for a total of ONE MILLION FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,046,500.00) (299 x \$3,500.00) for the 299 LUEs of water service contemplated by this Agreement.

Section 3.03 At such time that a plat for some or all of the Property is recorded in the Caldwell County Real Property Records, Developer may pay to the District a non-refundable sum of Fifty Percent (50%) of the District's Impact Fee (as defined in Section 7.02 hereof) owed for the respective number of lots in the plat. Upon receipt of such payment, the District shall reserve

water service for the respective lots for a period of two years. The remaining portions of the District's Impact Fee for such lots in the plat must be paid in full within such two-year period. Upon Developer's failure to pay any part of the remaining portions of the Impact Fee for such lots in the plat, the respective number of reserved LUEs shall revert to the District without recourse.

Section 3.04 No LUE or LUEs of water service that are the subject of this Agreement are reserved for Developer or its use and are subject to forfeiture unless and until fifty percent (50%) of the District's Impact Fee has been paid for the respective particular LUE or LUEs. If the District exercises its right herein to terminate its agreement to provide Developer with an LUE or LUEs of service, Developer shall have no right to receive the respective amount of water service and the District shall have full rights to use such water service as it deems appropriate.

Section 3.05 Beginning with the first full calendar month following the date that the Developer pays the second installment of the Impact Fee as described in Section 3.02, above, Developer shall pay District the monthly minimum charge in the amount of \$30.

Section 3.06 At any time that this Agreement is in effect, the District, subject to applicable law, may modify the above rates and charges as appropriate to recover the costs of the District's Water System in a just and reasonable manner; provided, however, that any such modification shall not change the amount of the Developer's total payment obligations under this Agreement.

#### **Article IV.**

### **CONSTRUCTION, MAINTENANCE AND ADMINISTRATION OF WATER FACILITIES**

Section 4.01 The Developer agrees to pay all costs of construction and installation, including without limitation, all planning, design, surveying, geotechnical, materials, labor, inspection, workers' compensation and general liability insurance, payment, performance and maintenance bond coverage, capital, and easement acquisition costs, of all water mains, water lines, and related fittings, equipment and appurtenances necessary to transmit water from the existing Water System to, and distribute the same internally within, the Property, all such facilities and improvements, and as applicable the construction and installation of the same, being referred to hereinafter as the "*Project*"). The Parties agree that the plans and specifications for the offsite facilities necessary to transmit water from the Water System to the Property are generally described in the plans and specifications attached hereto as Exhibit "B" but that the required offsite facilities and/or the plans and specifications for the same may be changed, with prior written notice to Developer, at the reasonable discretion of the District's engineer, provided that District's engineer shall involve Developer in the revision of such plans and specifications.

Section 4.02 Within two (2) weeks after execution of this Agreement, Developer shall pay the District all reasonable "soft costs" to be incurred by the District up to a maximum amount of \$5,000.00 in connection with the Project, including without limitation (a) the District's costs for reviewing, inspecting, and testing the Project and for the acquisition, validation and retention of waterline easements related to the Project, if any, and (b) all administrative and professional costs

incurred by the District related to the Project, including costs for outside engineering and legal consultants. The soft costs incurred to date are \$0.

**Section 4.03** The Parties agree that the Developer will use commercially reasonable efforts to provide all necessary easements to the District. If it becomes necessary, the Developer may request that the District obtain the easements by eminent domain and the District may, in its sole discretion determine to exercise this power in a manner it deems appropriate. Subject to the final approval of the District's engineer, the Developer may determine the routes of any and all water easements in the Property. The Parties agree to work together to determine the most cost efficient route for any and all water lines necessary to deliver water to the Property, and to utilize public rights-of-way, where possible.

**Section 4.04** The design, construction and installation of the Internal Facilities shall meet those planning and design standards and specifications established by the District's Rules and Regulations; the Texas Commission on Environmental Quality ("**TCEQ**"); the Public Utility Commission ("**PUC**"); and any municipality, county or other governmental entity of relevant jurisdiction. The District's construction standards and specifications showing minimum requirements to Developer are attached hereto as Exhibit "**C**". The Internal Facilities shall be constructed in a good and workmanlike manner and fit for its intended purpose, and all material used in such construction shall be new, not used, and shall be free from defects. The designs (including phases of construction), plans (including engineering plans), specifications, and contract documents for the construction and installation of the Internal Facilities shall be prepared by the Developer at Developer's sole cost and expense and shall be submitted to and for approval by the District and its consulting engineer, and, as required, to and for approval by any municipality, agency or other governmental entity with jurisdiction, prior to the start of construction of any such facilities and improvements. The District's review and approval of such designs, plans, specifications, and contract documents shall not be unreasonably delayed or withheld.

**Section 4.05** Developer may advertise for bids for the construction of the Internal Facilities in accordance with generally accepted bidding practices and may award the contract for the construction of the Internal Facilities to the lowest or most qualified bidder. The contractor selected to undertake construction of the Internal Facilities shall be experienced in waterline construction and shall be subject to approval by District prior to notification of the award of the contract, which approval shall not be unreasonably delayed or withheld. Within ten (10) days after written notification of the award of and prior initiation of the construction of the Internal Facilities, and a certificate of insurance evidencing that the insurance required by Section 12.04, below, has been obtained and is in place.

**Section 4.06** Prior to commencing construction and installation of the Internal Facilities, Developer shall provide at least two weeks' advance written notification to the District of such commencement so that a pre-construction meeting may be scheduled. At least forty-eight (48) hours advance notice to the District's engineer shall be given before making any tap or connection into the Water System.

Section 4.07 District may require any part of the Project to be oversized in anticipation of the needs of other customers. Notification of such oversizing shall be in writing and, with respect to any oversizing of any portion of the Internal Facilities, provided to Developer at the time of the District's review of the Bid Form associated with the Internal Facilities. The District shall be responsible for any additional costs of construction attributable to the oversizing, as reasonably determined by District's consulting engineer and Developer's consulting engineer. Payment for costs incurred by Developer and attributable to oversizing shall occur within thirty (30) days after such costs are accrued.

Section 4.08 District shall have the right to inspect all phases of the construction. Developer agrees that the District's engineers or other representatives may inspect, test and approve the construction of the Internal Facilities, based upon compliance with the approved designs, plans and specifications therefor, and shall inspect all taps or connections made to the Water System; provided, however, that such inspection and approval shall not be unreasonably withheld, conditioned or delayed.

Section 4.09 Developer shall furnish the District with one reproduction and two copies of the as-built or record drawings of the Internal Facilities promptly upon completion of construction and installation of such facilities and improvements.

Section 4.10 The Developer shall obtain bacteriological samples and shall perform pressure tests in the presence of the District's manager or other representative, at no cost to the District, on the Internal Facilities in accordance with TCEQ rules and regulations. District shall take possession of bacteriological samples and deliver samples to certified laboratory for testing. Developer shall provide the results of the pressure tests to the District promptly upon completion of such testing.

Section 4.11 After completion of construction of a phase of the Internal Facilities, Developer will provide to District a concurrence letter from Developer's engineers certifying that the construction of such Internal Facilities has been completed in accordance with the designs, plans, specifications and change orders approved by District, that the facilities have been tested and approved for use in accordance with the approved contract documents, the District's, rules, and regulations, and TCEQ rules, and that such facilities are properly located within easements. Upon District's inspection and acceptance of the applicable portion of the Internal Facilities and as a condition for District's acceptance, Developer shall dedicate such Internal Facilities (including dedication of all easements necessary to access, operate, maintain and repair the facilities and improvements) to the District, free and clear of any and all construction liens or other liens related thereto. The document dedicating the Internal Facilities shall be in a form approved by District's attorney and shall include a representation by Developer that the Internal Facilities have all been constructed in rights-of-way, including within a public utility easement right-of-way, or within legal easements that are a minimum of ten (10) feet wide and dedicated to the District, and Developer shall bind itself to warrant and defend the title to the Internal Facilities, including against any claims that such lines have been constructed illegally or not within proper easements or rights-of-way. The Parties agree that District's agreement to provide retail water service to the Property pursuant to the terms and conditions of this Agreement constitutes satisfactory and complete consideration for the Developer's dedication of the Internal Facilities.

Section 4.12 Upon the Developer's dedication of Internal Facilities and the District's inspection and acceptance of the same, and subject to Section 5.03, District shall be solely responsible for operation, maintenance and administration of the accepted Internal Facilities. Notwithstanding the foregoing, it is expressly understood and agreed by the Parties that the District shall not accept ownership of, shall have no responsibility for, and shall not operate or maintain any facilities constructed on the customer's side of individual meters located within the Property.

Section 4.13 The District agrees to install standard residential water meters to service each approved service address within the Property receiving water service from the District in accordance with the District's Bylaws, Rules and Regulations governing the same and subject to payment of all applicable security deposits, membership fees, capital contribution fees, impact fees, installation fees, connection fees and other charges. To receive water service from the District, individual customers shall make application for service and meet all terms and conditions of service and membership as provided for by the District's, rules, and regulations.

#### **Article V.**

#### **PAYMENT OF DESIGN AND CONSTRUCTION COSTS**

Section 5.01 [Intentionally Deleted]

Section 5.02 The Project shall be constructed, and all related easements, equipment, materials and supplies shall be acquired, in the name of Developer, and all construction contracts and other agreements pertaining to the construction and installation of the Project shall contain provisions to the effect that any contractor, material supplier or other party thereto shall look solely to Developer for payment of all sums coming due thereunder and that the District shall have no obligation whatsoever to any such party.

Section 5.03 The Developer shall be required obtain a maintenance bond from Developer's contractor prior to the initiation of construction and installation of the Project. The Developer shall also use commercially reasonable efforts to require its contractors to remain responsible for defects in materials, construction or installation which occur within one year from the date the applicable portion of the Project is accepted by the District (the "*Warranty Period*") and provide a maintenance bond in the amount of thirty-five percent (35%) of the final construction cost as a condition of the District accepting that portion of the Project. Developer shall use commercially reasonable efforts to notify contractors that the contractors shall be responsible to replace, or pay for the replacement by District of, all materials and work involving any part of the Project which is found by District's consulting engineer to be reasonably necessary for continued operation of the Project, and Developer shall not undertake any liability with respect thereto. Developer shall obtain this warranty from its contractors prior to the initiation of construction. Upon receipt of written notice from District within the Warranty Period of the discovery of defects in the Project, the Developer's contractor shall thereafter have fifteen (15) days to replace or pay for the replacement of the necessary materials and work. In case of emergency where delay in such replacement would cause serious risk of loss or damage to District or its customers, District may have the defects corrected and the contractor shall be liable for all expenses incurred. After the

Warranty Period, operation, maintenance and administration of the applicable portion of the Project shall be at District's sole cost and responsibility.

**Article VI.  
[Intentionally Omitted]**

**Article VII.**

**CHARGES, RATES AND COLLECTION**

Section 7.01 The customers within the Property (the "*Customers*") shall be retail water customers of the District. The District shall have the right to assess those Customers the fees and charges, listed in Section 7.02 of this Agreement. Fees and charges for water service provided by the District shall be billed on an individual customer basis, and the measure of water service provided shall be determined in the manner followed by the District for other water customers of the District.

Section 7.02 The District reserves the right to levy, assess and collect the following fees, and all other rates, fees and charges set forth in the then current version of its Rules and Regulations, from any applicants for water service for lots located within the Property. At this time, the current amount of some of these rates (which may be changed at any time, provided that the District shall promptly notify Developer in writing of the new rates) includes the following:

Application Fee	\$50.00
Meter Reading Fee	\$50.00
Reconnect Fee	\$150.00
Re-Service Fee	\$27.50 x months of inactivity
Return Check	\$35.00
Transfer	\$25.00
Customer Service Inspection	\$75.00
Late Fee	\$20.00
Returned Check Charge	\$35.00
Service Call during business hrs.	\$30.00
After Hours Service Call	\$50.00

Water Acquisition Fee                      \$1,750.00 at meter set

Impact Fee    \$3,500.00 (per standard 5/8" x 3/4" meter); except to the extent that Impact Fee payments were previously made by Developer under this Agreement.

Section 7.03    Except as otherwise provided hereunder, the fees set forth in Section 7.02 and other similar charges of the District, if any, shall be paid to the District by a Customer prior to the time initial service to the Customer's lot is requested from the District. The District shall have no obligation to provide water service to any lot until all fees owed to the District for that lot have been paid by the owner of the lot or by Developer to the District, and the owner of the lot has applied for and met other terms and conditions for membership and service in accordance with the District's Bylaws and Rules and Regulations. Individual Customers shall not be required to pay the District's Impact Fee provided such fees have been paid by the Developer as provided by Article III of this Agreement.

#### **Article VIII.**

#### **ADDITIONAL REGULATORY MATTERS**

Section 8.01    District will not provide water service to any new structures proposed to be built within the 100-year floodplain, as determined by then current FEMA maps. As part of the submission of engineering plans, Developer shall provide to District a wetland map identifying wetland areas for each phase of the Subdivision for which service is sought. District will not provide service to any phase of the Subdivision where wetlands may be impacted by the development unless Developer provides written confirmation to District that Developer has complied with the appropriate U.S. Army Corps of Engineers 404 permit process.

Section 8.02    District will have no obligation with regard to the construction, ownership, operation or maintenance of wastewater, drainage, or other non-water service facilities. District shall use good faith efforts to negotiate and execute a billing or service disconnection agreement with any retail wastewater service provider to the Customers located within the Property.

Section 8.03    The parties understand that their rights and obligations under this Agreement are, or may be, subject to, without limitation: (i) the laws of the State of Texas; (ii) the laws of the United States; (iii) the regulations promulgated by the TCEQ; (iv) the regulations promulgated by the United States Environmental Protection Agency; (v) the regulations promulgated by the United States Fish & Wildlife Service; (vi) the United States Army Corps of Engineers; and (vii) the regulations promulgated by any other regulatory agency(ies) which may now or in the future have jurisdiction over District. Developer is responsible for obtaining all permit(s) and approval(s), if any, required by the United States Fish & Wildlife Service, the United States Army Corps of Engineers and/or any other regulatory agency(ies), for construction of the Project pursuant to this Agreement.

Section 8.04    Developer shall ensure that all non-District workers involved with the installation and construction of the Internal Facilities are covered by workers' compensation insurance as

required by the laws of the State of Texas. Developer shall also procure and maintain, at its own cost, comprehensive general liability insurance insuring against the risks of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Internal Facilities, with such insurance in the amount of a combined single limit of liability of at least \$500,000 and a general aggregate limit of at least \$1,000,000. Such insurance coverage shall be maintained in force at least until the inspection and acceptance of the Internal Facilities by District.

#### **Article IX.**

### **COVENANTS, REPRESENTATIONS, AND CONDITIONS**

Section 9.01 Except as otherwise provided in this Section 9.01, if any approvals or authorizations from any governmental bodies are required for the Project or for the District to provide retail water service to the Property, the District and Developer agree to cooperate fully in and respond promptly to any requests to such bodies for additional authorizations or approvals necessary to provide water service to the Property. Such authorizations and approvals shall be obtained at no cost to the District. Developer shall reimburse the District for any actual, reasonable expenses incurred by the District in connection with seeking and obtaining such approvals and authorizations. Upon completion of the efforts to obtain such approvals and authorizations, the District and Developer shall settle such expenses between them. The District shall not be responsible for any default or failure under this Agreement caused by the failure of either Party to obtain any such approvals or authorizations in a timely manner. The District represents that the Property is within its water CCN and that no modifications to such CCN are necessary for the District to provide retail water service to the Property. The Parties further agree that Developer shall not be responsible for any costs pertaining to any enforcement matters against the District, to the extent such matters impact the delivery of water to the Property.

Section 9.02 Developer covenants to provide to the District one reproducible and three copies of the approved plat of the Property prior to recordation thereof.

Section 9.03 The District is responsible for providing fire flows to the Property.

Section 9.04 Each Party ("*Indemnifying Entity*") agrees to protect, indemnify, defend and hold the other Party ("*Indemnified Entity*") and its directors, officers, employees, agents and representatives free and harmless from and against any and all claims, demands, debts, suits, causes of action, losses, damages, judgments, fines, penalties, liabilities, and costs, including reasonable attorney fees and defense costs, of every kind and character occurring or in any way incident to, in connection with, or arising out of, the Project, including without limitation, such claims or demands associated with the Indemnifying Entity's breach of this Agreement, delays concerning the completion of construction of the Project, or water pressure or adequacy of service arising out of the length of service lines of the Internal Facilities, and excepting only those damages, liabilities, or costs to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnified Entity. The Indemnifying Entity further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Indemnified Entity, its officers, directors, employees, agents and representatives from and against any and all claims, demands, debts, suits,

causes of action, losses, damages, judgments, fines, penalties, liabilities, and costs, including reasonable attorney fees and defense costs of every kind and character occurring or in any way incident to, in connection with, or arising out of, the Indemnifying Entity's noncompliance with applicable laws, ordinances and regulations and/or failure to obtain required permit(s) and approval(s) regarding this Agreement, excepting only those damages, liabilities, or costs to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnified Entity. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors, representatives and assigns.

**Section 9.05** For each lot within the Property designated for single family residential purposes, the Developer shall record deed restrictions which provide that private water wells are prohibited.

**Section 9.06** Developer shall use commercially reasonable efforts to require all residential, commercial, institutional, and/or other entities located within the Property that will be provided potable water by the District to permanently use such water conservation-oriented fixtures and devices as are commercially reasonable and only to the extent used by the majority of new homes within the region, and shall use commercially reasonable efforts to encourage the selection of grasses and landscaping vegetation on lots which are drought tolerant and which minimize the need for landscape irrigation to comply with the District's requirements.

**Section 9.07** The Developer acknowledges, represents and agrees that:

1. It is a Texas limited liability company qualified in all respects to conduct business within the State of Texas;
2. It has not created or permitted any third person to create any liens, leases, options, claims, encumbrances or any other adverse rights, claims or interests with respect to the Internal Facilities that will prevent or hinder its ability to transfer good and warrantable title in same to the District;
3. It or its assignee will be the true and lawful owner of the Internal Facilities to be conveyed hereunder and, no other third person or entity, public or private, will possess a right or interest, legal or equitable, nor any lien, encumbrance or other adverse claim, present or contingent, in or to the Internal Facilities;
4. It has not previously sold, assigned, transferred, leased, pledged or hypothecated its ownership interest in or to the Internal Facilities and, it will not sell, assign, transfer, lease, pledge, or otherwise hypothecate any interest in or to the Internal Facilities to any third person or entity;
5. It has not entered into any agreement, written or oral, with any third party, wherein any such third party has agreed to reimburse it for the cost of design or construction of the Internal Facilities or any portion thereof, or wherein any third party has acquired a right to purchase such facilities;

6. To its current, actual knowledge, the contemplated transfer of the Internal Facilities to the District will not violate any term, condition or covenant of any agreement to which it is a party;
7. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it;
8. To its current, actual knowledge, the contemplated transfer of the Internal Facilities to the District will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation; and
9. To its current, actual knowledge, it has not previously granted any right or option to any other person, entity or political subdivision to acquire or use the Internal Facilities and agrees to defend and hold the District harmless from all claims or causes of action asserted by any third person, entity or political subdivision alleging a right or option to acquire or use the Internal Facilities or any portion thereof.

**Section 9.08** The District acknowledges, represents and agrees that:

1. This Agreement has been duly and validly executed and delivered by District and that this Agreement constitutes the legal, valid and binding agreement of the District enforceable against the District in accordance with its terms.
2. The representative of the District signing this Agreement has full power and authority to execute and deliver this Agreement and to carry out the transaction(s) contemplated hereby.
3. District has taken all actions required by applicable laws and its constituent documents to carry out the provisions in this Agreement. This Agreement has been duly executed and delivered by District.
4. District has the financial ability to complete the transactions contemplated by this Agreement.
5. District possesses a water CCN that includes the Property, and District is not subject to any order or enforcement action from the TCEQ prohibiting it from providing retail water service to the Property in the quantities provided herein.
6. District has the capacity to serve the Property for Developer's intended use.
7. The Water System and all offsite facilities are, to District's knowledge, in good working order and repair.

## **Article X.**

### **TERM AND CANCELLATION**

Section 10.01 This Agreement will be effective on the date of execution of this Agreement, set forth below by the authorized representatives of the District and the Developer and will continue in effect for a period of twenty (20) years unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the parties in writing.

Section 10.02 Developer shall commence substantial construction of the first phase of the Project within two (2) years of the execution of this Agreement and shall complete the construction and installation of the first phase of the Project and deliver all appropriate concurrence letters as contemplated in Section 4.11 within three (3) years of the execution of this Agreement. Failure to do so shall result in termination of the Agreement.

Section 10.03 In the event the District's service obligation terminates pursuant to this Article X, Developer shall have responsibility for any liability, costs or damages incurred by District and shall have the obligation to reimburse the District for any reasonable costs or expenses. District shall have no obligation to reimburse the Developer for any costs or expenses and shall have no responsibility for any liability, costs or damages incurred by the Developer. Further, in the event of termination of this Contract, the Developer shall not be authorized to proceed with construction and installation of the Project and shall enter into a new agreement with the District setting forth the terms and conditions pursuant to which the District will provide service to the Property thereafter.

## **Article XI.**

### **NOTICE**

Section 11.01 All notices, demands, requests, and other communications between the Parties required or permitted hereunder shall be in writing, except where otherwise expressly provided herein, and shall be deemed to be delivered when actually received; provided that if the communication is sent by depositing it in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed to the appropriate addressee as follows, or to such other location or address for a Party for which notice has been given by such Party in the same manner, the same shall be deemed to have been received on the second mail delivery day following the day on which the communication is so postmarked.

If to the District:

Maxwell Special Utility District  
ATTN: General Manager  
P.O. Box 158  
Maxwell, Texas 78656  
Email: gm@maxwellsud.com

If to Developer:

Ranch Road Hartland, LLC  
c/o Ranch Road Development, LLC  
Attn: Scott Miller  
2113 Estes Park Drive  
Southlake, Texas 79602  
Telephone: (949) 680-5494  
Email: smiller@ranchroaddevelopment.com

With a copy to:

Jae Law Group, PLLC  
Attn: Audrey Rauscher  
1717 W. 6<sup>th</sup> Street, Suite 262  
Austin, TX 78703  
Phone: (737) 249-0804  
Email: Audrey.rauscher@jaelawgroup.com

## **Article XII.**

### **DEFAULT**

Section 12.01 In the event a Party defaults in the payment of any amounts due under this Agreement or in the performance of any material obligation to be performed by that Party ("Defaulting Party"), under this Agreement, the other Party ("Non-Defaulting Party") will have the right to temporarily limit performance under this Agreement until such default is cured by the Defaulting Party. Before exercising this right, the Non-Defaulting Party will give the Defaulting Party ninety (90) days written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after the Non-Defaulting Party gives the Defaulting Party the aforesaid written notice of default, for a period of (i) fifteen (15) days in the event of a monetary default or (ii) thirty (30) days in the event of a non-monetary default, then the Non-Defaulting Party will have the right to permanently limit performance under this Agreement to a level commensurate with the financial or operational impact on the Non-Defaulting Party resulting from such default and/or, for the District, stop making new retail connections to Customers. Before permanently restricting water services to the Customers, the District will give the Developer thirty (30) days' notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions will take effect. Finally, in the event the default remains uncured by Developer, the District may terminate its obligation to provide water service to all areas within the Property other than Customers receiving water service at that time.

Section 12.02 It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in

equity may be availed of by any Party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the District's obligations hereunder could not be adequately compensated in money damages alone, the District agrees, in the event of any default on its part, that the Developer will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of the Developer's obligations hereunder could not be adequately compensated in money damages alone, the Developer agrees in the event of any default on its part that the District will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to the District including, without limitation, the right of the District to obtain a writ of mandamus or an injunction against the Developer.

Section 12.03 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY HERETO (THE "**INDEMNIFYING PARTY**") WILL INDEMNIFY AND SAVE THE OTHER PARTY (THE "**INDEMNIFIED PARTY**") HARMLESS FROM ANY AND ALL CLAIMS, COSTS OR DEMANDS WHATSOEVER, INCLUDING COSTS OF COURT AND REASONABLE WITNESS AND ATTORNEYS' FEES, TO WHICH THE INDEMNIFIED PARTY MAY BE SUBJECTED BY REASON OF ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY TO THE EXTENT RESULTING FROM OR IN ANY WAY CONNECTED WITH ANY AND ALL ACTIONS AND ACTIVITIES OR ANY FAILURE TO ACT CONSTITUTING NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY UNDER THIS AGREEMENT.

Section 12.04 To the extent that similar insurance is usually carried or self-insurance is usually maintained by public or private entities operating like properties, each Party (the "**Insured Party**") will carry at all times with responsible insurers insurance on, and/or maintain a self-insurance program with respect to, the Insured Party's properties and its activities conducted pursuant to this Agreement, including activities that may subject the Insured Party to liability for bodily injury or property damage. The policies will be payable to the Insured Party and/or the self-insurance program will cover the Insured Party to the extent of its interest against risks of direct physical loss, damage to, or destruction of such properties or any part thereof, and against accidents, casualties, or negligence, including liability arising out of its activities. The Insured Party will name the other Party as an additional insured under the Insured Party's insurance policies and/or self-insurance program with respect to any liability the other Party may be exposed to or incur as a result of the Insured Party's actions or failure to act under this Agreement. The Insured Party will also furnish the other Party copies of certificates of insurance showing that the other Party is covered by the insurance policies of the Insured Party and/or a notification that the other Party is covered under the Insured Party's self-insurance program. The certificates of insurance coverage for an Insured Party and/or notification of coverage under the Insured Party's self-insurance program will be updated as necessary to evidence coverage of the other party on a continuing basis.

### **Article XIII.**

#### **FORCE MAJEURE**

Section 13.01 In the event either Developer or District is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party.

Section 13.02 The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas (including any agencies or political subdivisions thereof) or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or partial or complete failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty.

#### **Article XIV.**

#### **GENERAL PROVISIONS**

Section 14.01 Developer shall comply with, and all rights accruing to Developer pursuant to this Agreement shall be subject to, the District's, rules, and regulations, as they are promulgated from time to time.

Section 14.02 The Constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

Section 14.03 A waiver by any Party hereto of any default by another party hereunder shall not be deemed a waiver by such Party of any default by other Parties which may thereafter occur.

Section 14.04 This Agreement contains the entire agreement between the Parties, and may be amended only by an express written agreement signed by the Parties

Section 14.05 This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors, representatives and assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party; provided however, that Developer may assign this Agreement, in whole or in part, to either (i) a successor in interest to the Property, in whole or in part, with the District's prior written consent, which may be requested and provided

by email to and from the addresses set forth in Section 11.01 hereof, and provided that, if the District fails to respond to such request within ten (10) business days after receipt of such request, the District shall be deemed to have approved such assignment; or (ii) the Caldwell County Municipal Utility District No. 2 (the "**MUD**"), provided that Developer provides written notice of such assignment to the District (which notice may be by email to the address set forth in Section 11.01), the District's consent not being required in connection therewith. In connection with any assignment of this Agreement to the MUD, to the extent required or desired by either the Developer or the MUD, the District shall provide its consent to such assignment and execute any effecting documentation regarding same.

Section 14.06 The water service to be provided under this Agreement by the District applies only to the Property and may not be assigned or transferred to any other property without the prior written consent of the District.

Section 14.07 Each of the Parties hereto agrees to take all such further actions as may be reasonably required from time to time, in order to fulfill their respective obligations and agreements hereunder and to ensure the binding effect of this Agreement.

Section 14.08 This Agreement shall be executed in duplicate originals, each of which, for all purposes, shall be deemed to be an original.

Section 14.09 This Agreement shall be construed and enforced in accordance with Texas law. Venue for the litigation of any dispute arising hereunder shall be in Caldwell County, Texas, venue for any dispute within the jurisdiction of the TCEQ shall be before the TCEQ and for any appeal from a final decision of the TCEQ shall be in Travis County, Texas.

Section 14.10 In the event any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, it should be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable. Otherwise, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided, however, if the deletion of such provision would materially and adversely affect the consideration given or received by either Party under the Agreement, the affected Party may elect to terminate this agreement by promptly providing notice to the other party.

Section 14.11 The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and will not in any way modify or restrict any of the terms or provisions hereof and will never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

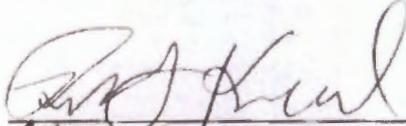
Section 14.12 The undersigned signatory for Developer hereby represents and warrants that such signatory has full and complete authority to enter into this Agreement on behalf of Developer.

*[Execution Page Follows]*

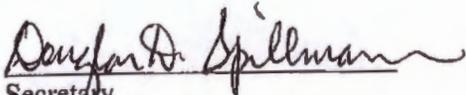


EXECUTED AS OF THIS 2<sup>nd</sup> DAY OF January, 202~~1~~<sup>7</sup> (the "Effective Date").

MAXWELL SPECIAL UTILITY DISTRICT

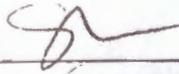
By:   
Title: ~~Robert~~ President, Board of Directors  
Name: Robert Karasch

ATTEST:

  
Secretary

(SEAL)

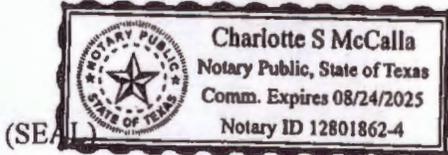
RANCH ROAD HARTLAND,  
a Texas limited liability company

By:   
SCOTT MILLER

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2022, by Robert Karsch, President of Maxwell Special Utility District, on behalf of said District.



Charlotte S McCalla  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of January 2021, by Scott Miller, \_\_\_\_\_ of RANCH ROAD HARTLAND, LLC, a Texas limited liability company, on behalf of such limited liability company.



Alice Bermea  
Notary Public, State of Texas

**Exhibit "A"**

**Description of the Property**

**[see attached]**



**Exhibit "B"**

**Plans and Specifications for Facilities to bring water to the Property**

**Exhibit "C"**

**District's Construction Standards**

# Caldwell County Development Application



## Date Submitted

11-22-2021

## 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)

Scott Miller  
Ranch Road Hartland, LLC  
3951 Highway 71, Building A  
Bastrop, TX 78602  
949-680-5494

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

Charles Brigance, Jr, PE  
Carlson, Brigance & Doering, Inc  
5501 West William Cannon  
Austin, TX 78749  
512-280-5160  
charlesbrigance@cbdeng.com

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

Matt Synatschk  
Carlson, Brigance & Doering, Inc  
12129 RR 620 N  
Suite 600  
512-280-5160  
matt@cbdeng.com

**4. Consultants (\*if applicable)**

**Licensed Professional Engineer\*:**

Charles Brigance, JR PE

**Registered Professional Land Surveyor\*:**

**Registered Sanitarian\*:**

**Geoscientists\*:**

## Application Questionnaire

Property Address (or approximate location)

BORCHERT LP LOCKHART, TX 78644

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

176.151 acres of the M. Hunt Survey, ABS 137 and the WC Steffey Survey, ABS 274

Parcel Tax ID Number

31847

Caldwell County Precinct Number

- Precinct 1  
 Precinct 2  
 Precinct 3  
 Precinct 4

Located in City ETJ:

- Yes, City Name: \_\_\_\_\_  
 No

Anticipated source of water in the development

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

Anticipated wastewater system in the development

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

### Project Description

Hartland Subdivision is an approximately 176.151 acre tract of land that is located in Caldwell County on Borchert Road east of the SH 142 intersection, west of Lockhart. This Preliminary Plan consists of four single family lots, 21 condominium residential lots, and three easement lots. The street network will take access from Borchert Road and will be

## Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Hartland Subdivision

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

Total Acreage of Subject Property

176.151

Total Proposed Residential Lots

25

Total Proposed Commercial Lots

3 Drainage/PUE/Landscape Lots

Type of Construction

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: Ranch Road Hartland, c/o Scott Miller Phone Number: 949-680-5494
- Applicant Name: Carlson, Brigance & Doering, Inc c/o Matt Synatschk Phone Number: 512-280-5160
- Owner Email: smiller@ranchroaddevelopment.com
- Owner Signature: 

## Caldwell County Development Submittal Requirements and Checklists

### Preliminary Plat Intake Completeness Checklist

- Date of Pre-Application Conference \_\_\_\_\_
- Caldwell County Subdivision Application
- Submittal Fee (\$750 plus \$150 per lot)
- Tax Certificates
- Preliminary Engineering Plan
- Engineering Summary Report
- Engineering Drainage Report (*can be combined with Engineer Summary Report*)
- If a TxDOT Driveway is proposed, a copy of the permit must be included with application
  
- If OSSF is proposed, preliminary written approval from Caldwell County is required
- Water & Wastewater Availability/Intent to Serve Letters
- Phasing Agreement, if Phased Subdivision is proposed
- Master Development Plan, if Phased Subdivision is proposed
- If FEMA Floodplain is present within the area of construction (including future homes for residential subdivisions), a floodplain permit or LOMR/CLOMR is needed and must be included with the subdivision application.
  
- If driveway or utility construction within the County right-of-way is proposed, a copy of those permits should be included with the subdivision application.
- Date Application deemed Administratively Complete: \_\_\_\_\_
- Date Subdivision Scheduled for Commissioners Court: \_\_\_\_\_

### Preliminary Plat Information Requirements for Technical Review

- Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.
  
- Preliminary Plats for tracts of less than 100 acres shall be drawn at a scale of 1"=100'. Preliminary Plats for tracts greater than 100 acres may be drawn at a scale of 1"=200' with approval from the County Engineer. For Preliminary Plats the minimum acceptable sheet size is 18" x 24"; the maximum acceptable size is 24" x 36". Preliminary Plat submittals shall contain the following information:
  - The date of submittal or the date of last revision, scale and north arrow, and a location map oriented with north to the top of the drawing.
  - The name, address, and phone number of the Owner, the primary contact person, the Engineer, and the Surveyor; in place of the seal and signature of the Engineer and / or Surveyor the Preliminary Plat shall include the following note: "Preliminary. This document shall not be recorded for any purposes."
  - A unique subdivision name. The official name of the subdivision shall not begin with the words "A", "An", "The", or "Replat of".
  - The location of existing property boundary lines.
  - The width and location of platted streets and/or alleys within or adjacent to the property.
  - The location of City Limits and Extra-Territorial Jurisdiction (ETJ) boundaries for incorporated areas.
  - The location of existing utilities within the subdivision boundary.
  - The total acreage, number of lots with, size of individual lots including all lot frontages, and sequential and logical identification of lots by lot and block number and including block length.
  - Right-of-way must be established on both sides with ties to monumentation.

### Caldwell County Development Submittal Requirements and Checklists

- Proposed right-of-way dedication shall be in conformance with the current County Transportation Plan.
  - Identification of proposed land uses other than single family residential.
  - The names, locations, width, and dimensions (to nearest foot) of proposed streets, roads, lots, alleys, drainage easements, public utility easements, parks, and other lots provided for public use.
  - Adjacent property boundaries and owner's names, including deed references to unsubdivided tracts as available from current tax records, and lot, block, and recording information for adjacent recorded subdivisions.
  - Indication of the proposed public or private nature of the streets shall be indicated. If private streets are proposed, the streets must be labeled "Private Street, Drainage and Public Utility Easement" and must be described and platted by lot and block.
- Engineering Plan requirements**
- Preliminary Plat applications shall be accompanied by the Preliminary Engineering Plan showing the general arrangement of infrastructure and drainage. The maximum acceptable sheet size for Preliminary Engineering Plans is 24" x 36". Preliminary Engineering Plan submittals shall contain the following information
  - Topographic contour lines at one (1') foot or two (2') foot intervals with sufficient accuracy to permit the planning of drainage, streets, and other proposed improvements. Contour lines at greater intervals in steep areas will be acceptable subject to approval by the County Engineer. Datum and data sources must be noted on the plan.
  - A drainage plan drawn at a scale with no less definition than provided in the Preliminary Engineering Plan and including stormwater channel alignments with drainage structures, drainage easements with course and distance of centerlines and boundaries, lot lines, street layout, proposed inlets, culverts, roadside ditches, channel sections and sideslopes, bridges, channel improvements, levees or berms, and fill areas. The limits of the 100-year floodplain shall be depicted including the width of overflow and backwater at roadways.
  - If the subdivision intends to utilize a water distribution, wastewater collection or recycled water system, plans shall be included indicating the typical assignment and trench details, preliminary pipe sizes and alignments, any lift stations / pump stations / etc, and any connection points to adjacent properties or existing roadways.
- Engineering Summary Report**
- Preliminary Plat applications shall be accompanied by an Engineering Summary Report. The summary report shall be signed and sealed by the Professional Engineer responsible for the Preliminary Engineering Plan and shall address the following
  - Proposed drainage systems including an engineering drainage report to support all drainage designs with complete computations provided in an orderly manner and clearly stated assumptions and design basis.
  - If any revision to a FEMA Flood Insurance Study is required, a detailed discussion of the character the changes to the floodplain.
  - Specification of Groundwater Districts with jurisdictional authority and a discussion of applicable rules and constraints associated with protection of local groundwaters.
  - If proposed streets are to be privately owned, specification of the proposed means for collecting dues from associated property owners; or for providing property tax assessments sufficient to support annual maintenance costs and to support a sinking fund for long term street rehabilitation.
  - If individual, private, onsite wastewater disposal facilities are to be used, preliminary written approval for use of these systems must be provided from the regulatory agencies in Caldwell County responsible for review of onsite waste disposal facilities.
  - If water and/or wastewater services are to be provided by a municipality, corporation, or district, confirmation from the municipality, corporation, or district by certified letter or affidavit of a willingness to serve the proposed development including assurance that sufficient water and/or wastewater capacity is available.

## Caldwell County Development Submittal Requirements and Checklists

### Phased Subdivisions:

If less than the entire Original Tract is being subdivided and platted, the County will require the Owner to enter into a Phasing Agreement with the County to provide for the orderly administration of the subdivision process and the subsequent platting of the balance of the tract. The Phasing Agreement must be approved by the Commissioners Court concurrently with approval of the first Preliminary Plat.

When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage, flood detention and access.

When a subdivision is to be platted as a phased and related development, a Master Development Plan shall be submitted with the Preliminary Plat of the first portion to be subdivided. The Master Development Plan is considered a non-binding planning tool and a source of planning information for the County. It shall include the following information

### Master Development Plan

The boundaries of the entire development with the locations of adjacent platted subdivisions and adjoining unplatted property including the names of the record owners of each tract.

The proposed phasing plan including the boundaries of each individual phase and the proposed sequential order for platting.

The location, width and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development.

The layout and width of proposed arterials, thoroughfares and collector streets, and the general configuration of proposed streets and alleys.

The general arrangement and designations of land uses with specification of any sites designated for special use (e.g., for parks, open space, detention, or other public facilities).

The approximate location of the boundary of the existing and proposed 100-year floodplain and the location and width of drainage easements, channels, creeks and water courses within the development.

The location of proposed drainage courses and of any necessary offsite drainage improvements.



**Carlson, Brigance & Doering, Inc.**

Civil Engineering ❖ Surveying

Ms. Kasi Miles  
Director of Sanitation  
Caldwell County  
1700 FM 2720  
Lockhart, TX 78644

CBD Project No. 5398  
Date: 11/22/2021

**RE: Engineer's Letter – Preliminary Plan  
Hartland Subdivision  
Lockhart, Caldwell County, Texas**

Dear Ms. Miles:

The proposed Hartland Subdivision is an approximately 176.151 acre tract of land that is located in Caldwell County on Borchert Road east of the SH 142 intersection, west of Lockhart. This Preliminary Plan consists of four single family lots, 21 condominium residential lots, and three easement lots. The street network will take access from Borchert Road and will be connected together internally.

Four lots will be standard single family residential lots. There are 21 proposed single family condominium lots also proposed that are planned to have 294 residential units. All the development will have private on-site septic systems. The 21 condominium lots will each have common septic systems all designed for less than 5,000 gallons/day discharge.

This site is subject to a Development Agreement between the applicant and Caldwell County. As part of this subdivision, the existing Estates of Hartland Ranch subdivision will be vacated.

Sincerely,

**Carlson, Brigance, & Doering, Inc.**  
Texas Engineering Firm No. F-3791

Matt Synatschk  
Senior Planner

**HARTLAND  
PRELIMINARY PLAN  
ENGINEERING REPORT**

**PREPARED FOR:**

**RANCH ROAD HARTLAND, LLC**  
3951 Hwy 71 East, Bldg A  
Bastrop, Texas 78602

**PREPARED BY:**

**CARLSON, BRIGANCE & DOERING, INC.**  
Charles R. Brigance Jr., P.E.  
5501 W. William Cannon Blvd.  
Austin, Texas 78749



CBD No. 5398  
November, 2021

CARLSON, BRIGANCE & DOERING, INC  
ID# F3791

**HARTLAND**  
**TABLE OF CONTENTS**

- I. Engineering Report**
- II. Internal Drainage Area Map**
- III. Internal Water Service Map**
- IV. Detention Study/ Results**
- V. Existing Conditions Hydrology**
- VI. Developed Conditions Hydrology**

# ENGINEERING REPORT

## 1.0 GENERAL

Hartland Subdivision is an approximately 176.151 acre tract of land that is located in Caldwell County on Borchert Road east of the SH 142 intersection, west of Lockhart. This Preliminary Plan consists of four single family lots, 21 condominium residential lots, and three easement lots. The street network will take access from Borchert Road and will be connected together internally.

Four lots will be standard single family residential lots. There are 21 proposed single family condominium lots also proposed that are planned to have 294 residential units. All the development will have private on-site septic systems. The 21 condominium lots will each have common septic systems all designed for less than 5,000 gallons/day discharge.

This site is subject to a Development Agreement between the applicant and Caldwell County. As part of this subdivision, the existing Estates of Hartland Ranch subdivision will be vacated.

## 2.0 ACCESS

Access to this site shall be taken from Borchert Road. Rural public streets are proposed internally and will be looped throughout the property. The collector road will be 70' ROW with 30' (back of curb) paving while the local streets will be 60' ROW with 25' (back of curb) paving. All streets will be a rural cross-section with 18" ribbon curbs and roadside bar ditches.

## 3.0 WATER AND WASTEWATER

The tract is within the Maxwell Special Utility District service area for water. A 12" public water line will be extended along Borchert Road from SH 142, and looped within the site with 8" mains planned in the local streets.

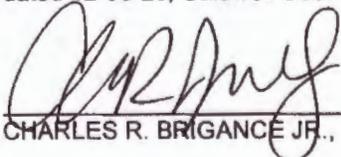
Each of the condominium residential lot will be connected to a gravity wastewater system that will lead to common septic systems within each condominium lot. The four single family residential lots will have individual on-site septic systems.

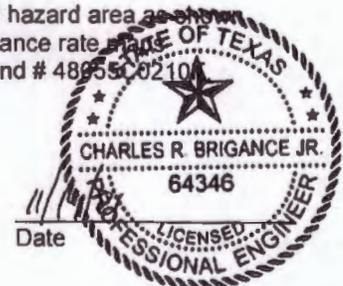
## 4.0 DRAINAGE

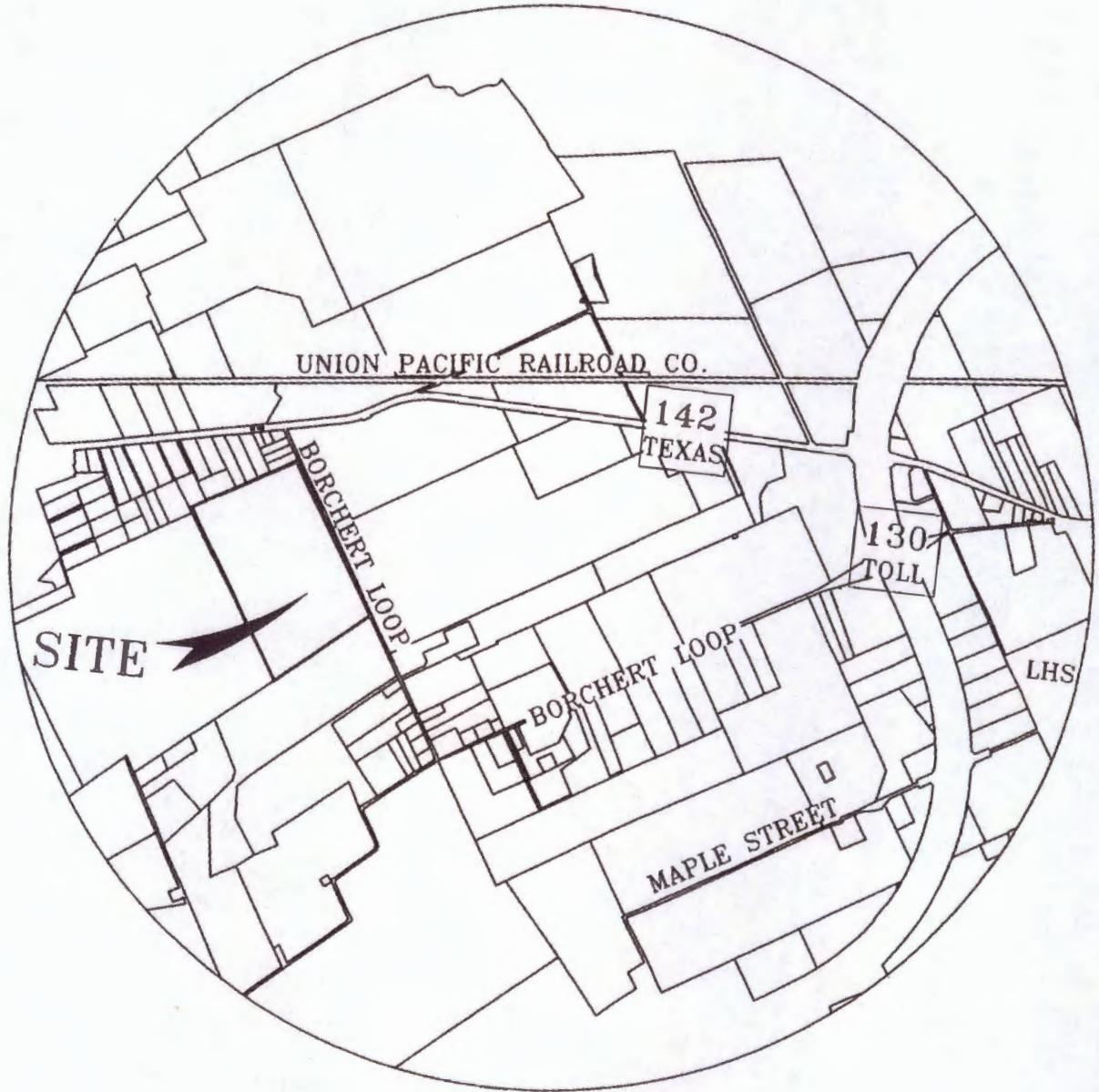
Drainage will be collected in road side swales and conveyed to a detention pond located in the northeast corner of the site. An Hydrology analysis has been conducted to prove this drainage design results in no adverse impact on adjacent or downstream properties.

## 5.0 FLOODPLAIN

No portion of this Preliminary Plan is within the designated flood hazard area as shown on the federal emergency management agency (FEMA) flood insurance rate maps #48055C100E, 48055C115E, and 48055C250E date 6-19-12, and # 48055C0210A dated 12-30-20, Caldwell County, Texas.

  
CHARLES R. BRIGANCE JR., P.E. #64346





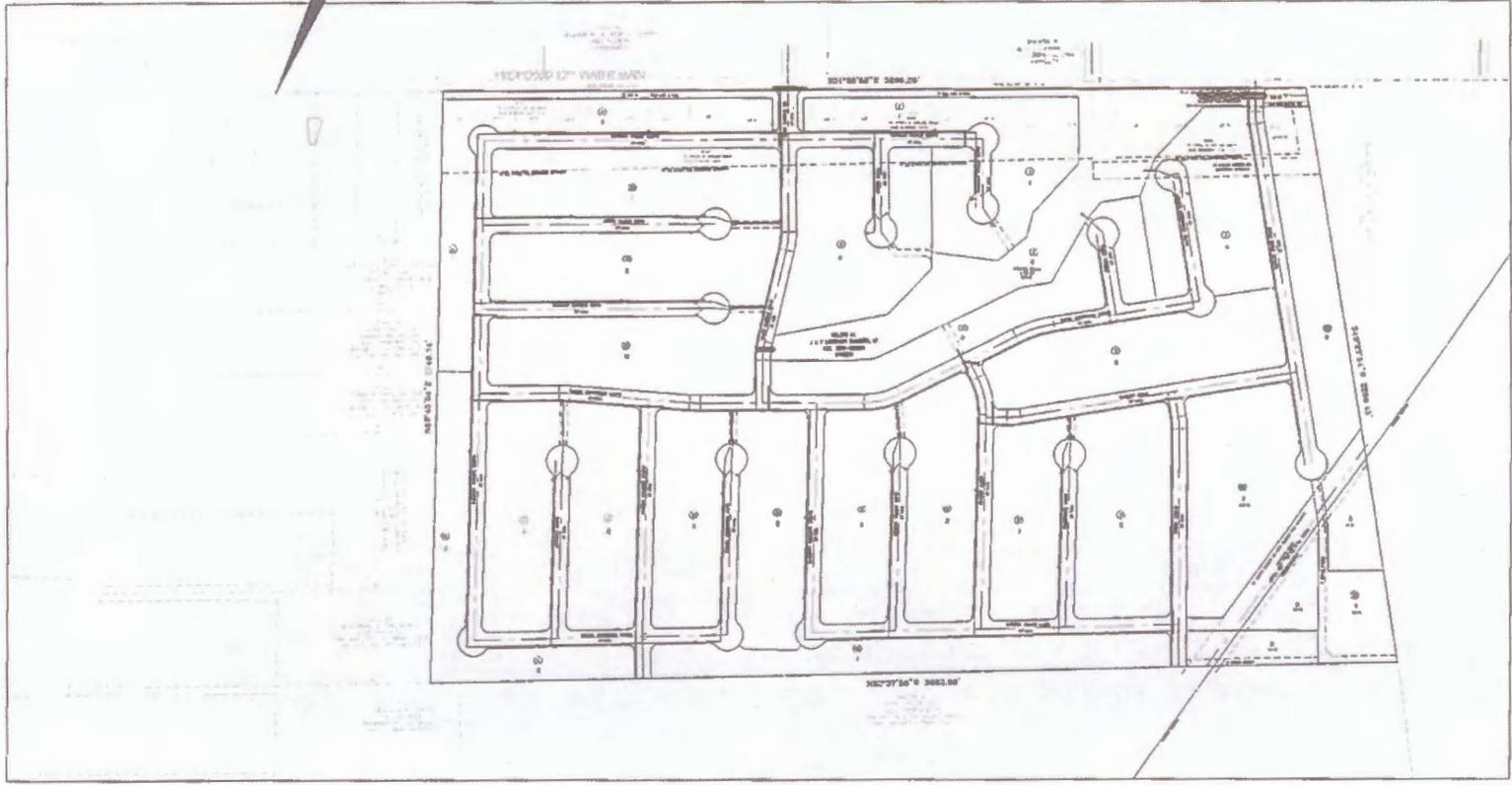
**LOCATION MAP**  
SCALE: N.T.S.

## II. INTERNAL DRAINAGE AREA MAP



### III. WATER SERVICE PLAN

CONNECT TO EASTING MAINLINE



LEGEND

---	12\"/>
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ALL DESIGN AND CONSTRUCTION WILL COMPLY WITH  
 MAWELL SPEC. (L) UTILITY SPECIFICATIONS.  
 WATER MAINS WILL BE 20\"/>

	C. C. P. Engineering & Surveying, Inc. 1111 W. 10th St., Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 521-1111 Fax: (405) 521-1112 Email: info@ccp-engineering.com
	PRELIMINARY WATER PLAN HARTLAND SUBDIVISION PRELIMINARY PLAT
	11-17-21 NOV 2021 1 SHEET OF 1

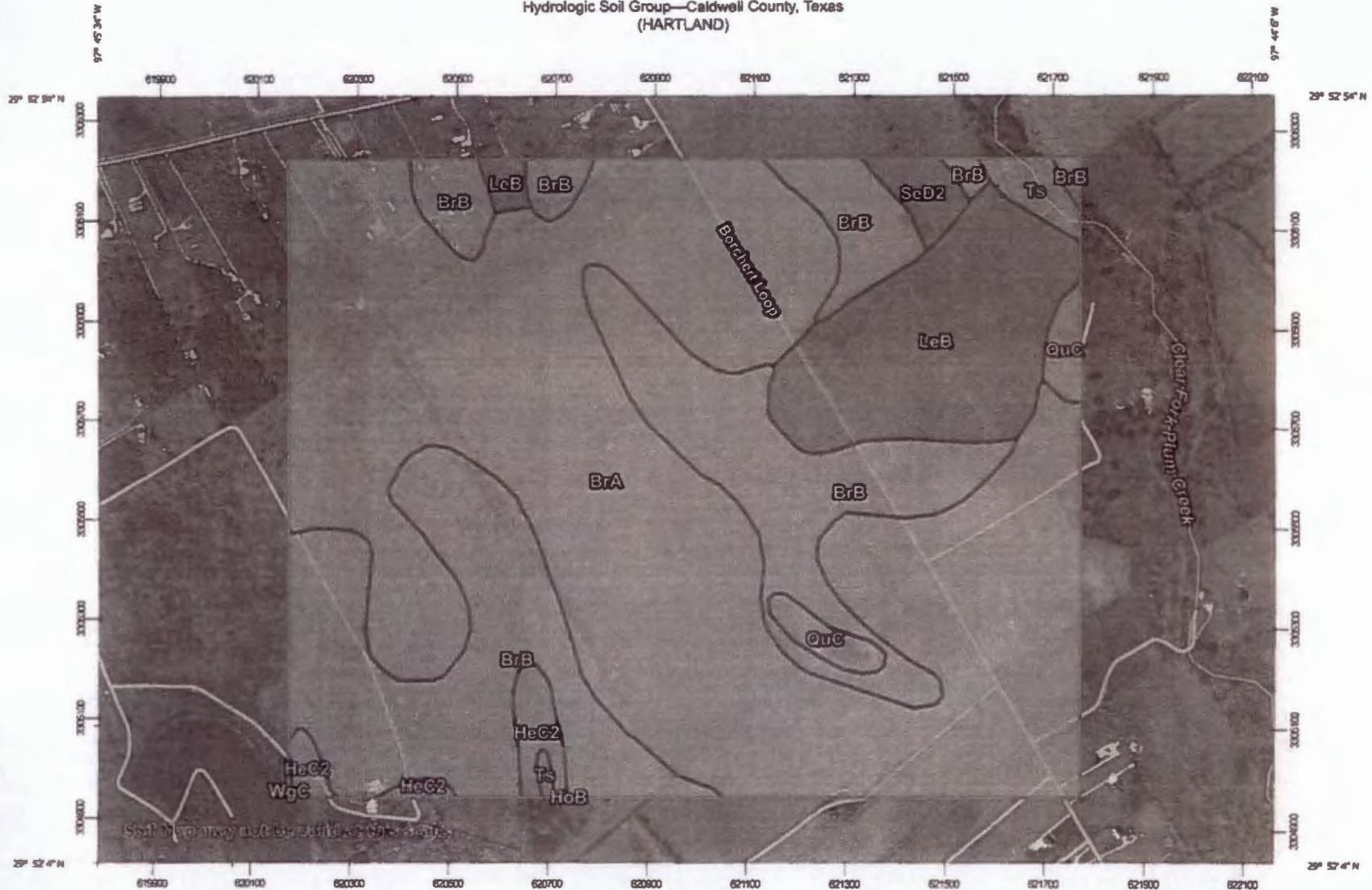
## **IV. DETENTION STUDY/RESULTS**

There is one detention pond planned for this project to reduce developed conditions flow rates back to existing conditions rates. HEC-HMS 4.7.1 software was used to model the existing and proposed hydrographs. There are two analysis points identified on the project, located in the northeast and southeast corners of the property. A detention pond is located in the northeast corner of the site. No detention pond is required in the southeast corner.

Type D soils dominate this site and an SCS Curve Number of 77 was used as a base curve number (see attached mapping). SCS time of concentration calculations are also attached.

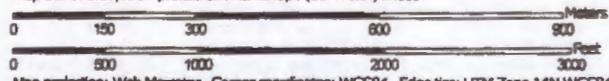
The detention pond shaves the peak flow to existing conditions rates for the 2, 10, 25, and 100 year storm events.

Hydrologic Soil Group—Caldwell County, Texas  
(HARTLAND)



Soil map may not be suitable for use.

Map Scale: 1:10,900 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

Hydrologic Soil Group—Caldwell County, Texas  
(HARTLAND)

**MAP LEGEND**

<b>Area of Interest (AOI)</b>		 C
 Area of Interest (AOI)		 C/D
<b>Soils</b>		 D
<b>Soil Rating Polygons</b>		 Not rated or not available
 A		<b>Water Features</b>
 A/D		 Streams and Canals
 B		<b>Transportation</b>
 B/D		 Rails
 C		 Interstate Highways
 C/D		 US Routes
 D		 Major Roads
 Not rated or not available		 Local Roads
<b>Soil Rating Lines</b>		<b>Background</b>
 A		 Aerial Photography
 A/D		
 B		
 B/D		
 C		
 C/D		
 D		
 Not rated or not available		
<b>Soil Rating Points</b>		
 A		
 A/D		
 B		
 B/D		

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning: Soil Map may not be valid at this scale.**

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Caldwell County, Texas  
Survey Area Data: Version 17, Sep 9, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 6, 2020—Feb 27, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BrA	Branyon clay, 0 to 1 percent slopes	D	288.2	56.9%
BrB	Branyon clay, 1 to 3 percent slopes	D	140.2	27.7%
HeC2	Heiden clay, 3 to 5 percent slopes, eroded	D	7.9	1.6%
HoB	Houston Black clay, 1 to 3 percent slopes	D	0.0	0.0%
LeB	Lewisville silty clay, 1 to 3 percent slopes	B	52.8	10.4%
QuC	Queeney gravelly loam, 1 to 5 percent slopes	D	7.3	1.4%
SeD2	Seawillow clay loam, 3 to 8 percent slopes, eroded	B	5.0	1.0%
Ts	Tinn clay, 0 to 1 percent slopes, frequently flooded	D	5.0	1.0%
WgC	Wilson gravelly loam, 1 to 5 percent slopes	D	0.1	0.0%
<b>Totals for Area of Interest</b>			<b>506.6</b>	<b>100.0%</b>

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

**Group A.** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

**Group B.** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

**Group C.** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

**Group D.** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

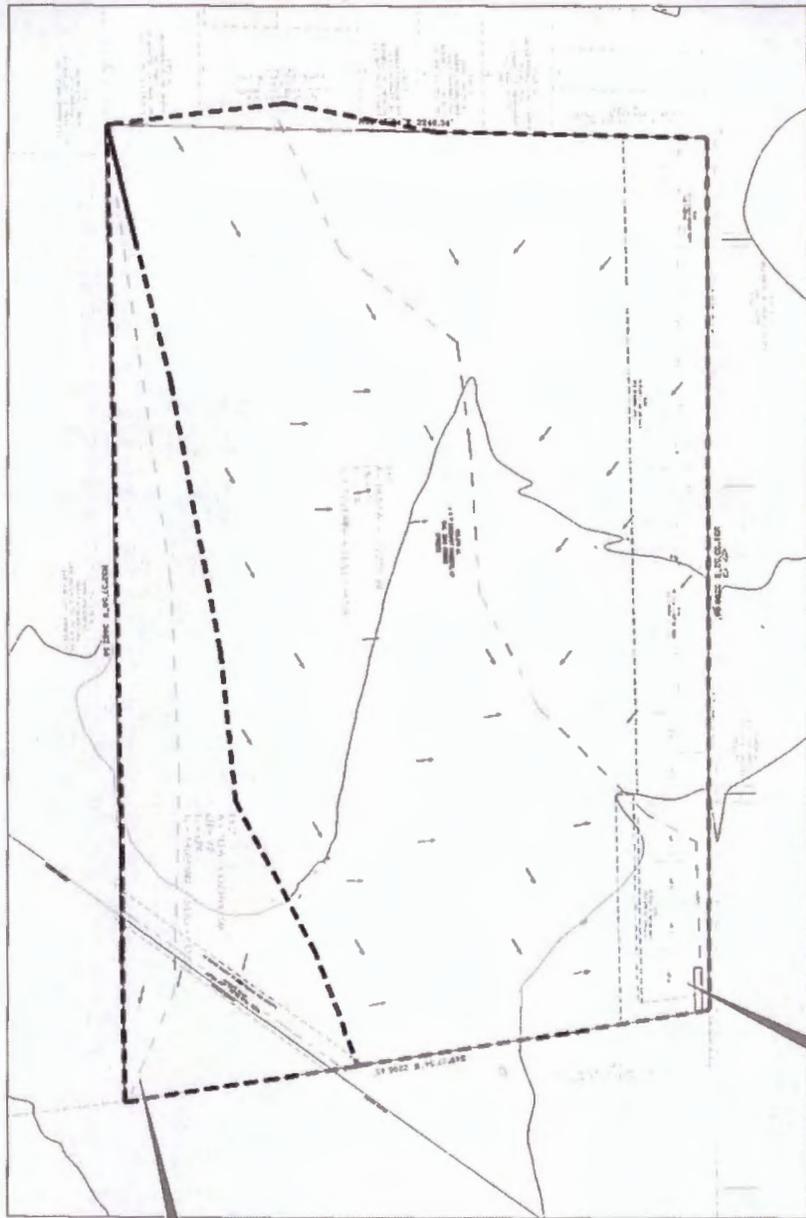
## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

## V. EXISTING CONDITIONS HYDROLOGY MAP



ANALYSIS POINT 1

ANALYSIS POINT 2



Area	Area (Ac)	Perimeter (Ft)	Perimeter (M)
Subdivision	100.0	1000.0	304.8
Stream	10.0	100.0	30.5
Other	10.0	100.0	30.5
Total	120.0	1200.0	365.8

NO.	DESCRIPTION	DATE

	<p><b>EXISTING HYDROLOGY</b> <b>HARTLAND SUBDIVISION</b></p> <p>PRELIMINARY PLAN</p>	 <p>Carlson, Bugniet &amp; Doreing, Inc. Land Surveying &amp; Mapping</p>	<table border="1"> <tr> <td>REVISION</td> <td>DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	REVISION	DATE				
REVISION	DATE								
SHEET NO. 1 DATE: 11-17-21 SCALE: AS SHOWN									

## VII. DEVELOPED CONDITIONS HYDROLOGY MAP



**24. Discussion / Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Caitlyn Estates located on FM 20 and Taylorsville Road and FM 20. **Speaker: Commissioner Shelton/ Kasi Miles; Backup: 18; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/18/2022

### 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 Caitlyn Estates located on FM 20 and Taylorsville Road. Cost: None Speaker: Commissioner Shelton /Kasi Miles Backup: 17

**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)			
(3)			

**3. Backup Materials:**     None     To Be Distributed    17 total # of backup pages (including this page)

**4.** Commissioner Shelton

Signature of Court Member

Date 02/14/2022

Exhibit A



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Caitlyn Estates Short Form Plat  
Project No. 1911-210-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Caitlyn Estates, a 4-lot subdivision of +/-11.84-acres of land located near the intersection of Taylorsville Road and FM 20, Caldwell County, Texas. The subdivision will be served by OSSF and individual wells.

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

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

  
Tracy A. Bratton, P.E.

Division Manager, Land Development

TBPE Firm # 3937

State of Texas Surveying Firm Certification # 10105800

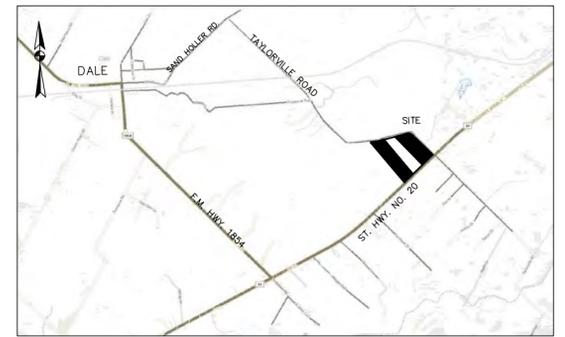
COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.

FRANCIS KELLY SURVEY  
ABSTRACT NO. 168

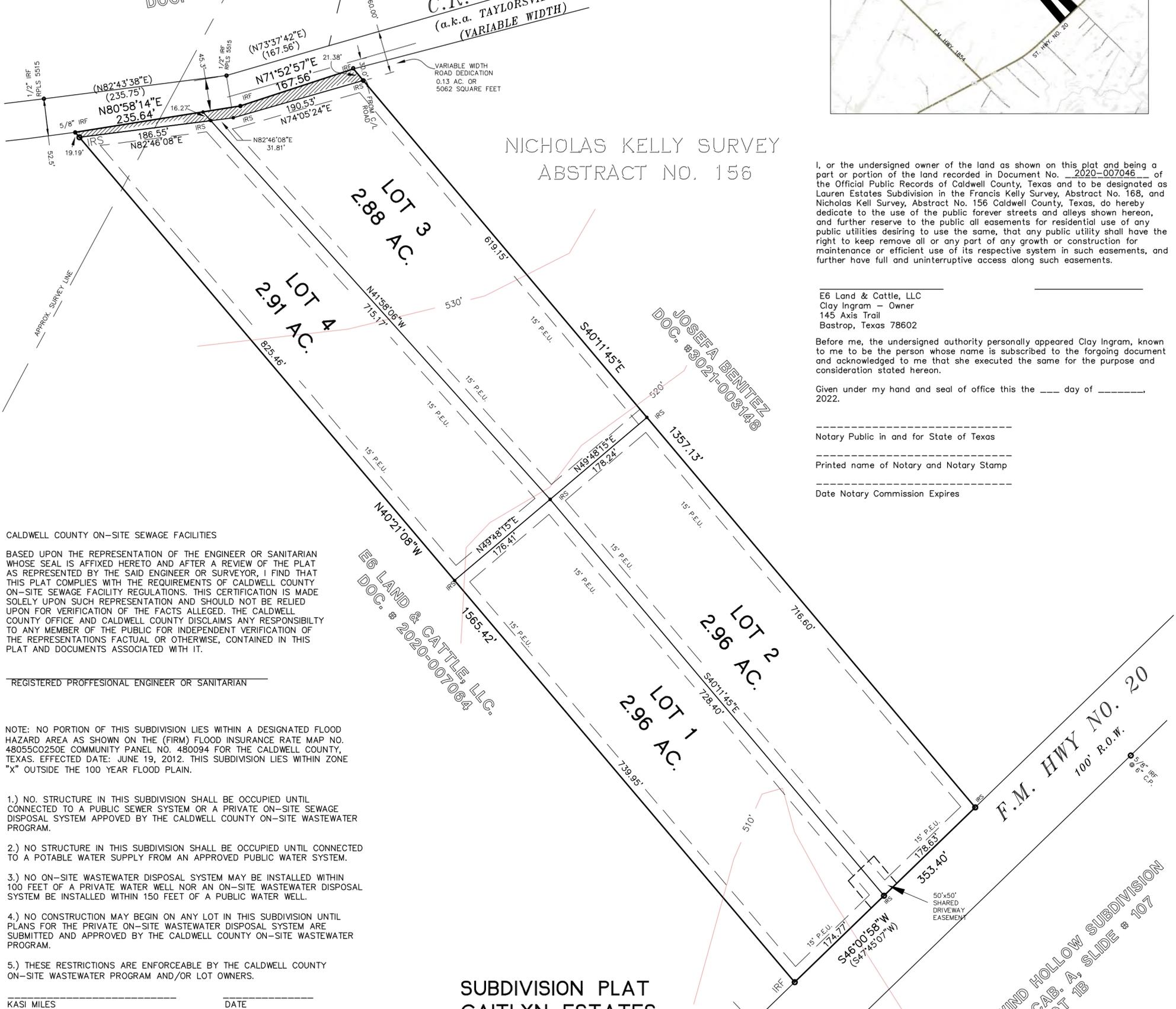
DARBY SPENCER  
DOC. # 2017-001886

XAXIER SCOTT RODRIGUEZ  
DOC. # 2017-001883

C.R. NO. 158  
(a.k.a. TAYLORSVILLE RD.)  
(VARIABLE WIDTH)



NICHOLAS KELLY SURVEY  
ABSTRACT NO. 156



I, or the undersigned owner of the land as shown on this plat and being a part or portion of the land recorded in Document No. 2020-007046 of the Official Public Records of Caldwell County, Texas and to be designated as Lauren Estates Subdivision in the Francis Kelly Survey, Abstract No. 168, and Nicholas Kelly Survey, Abstract No. 156 Caldwell County, Texas, do hereby dedicate to the use of the public forever streets and alleys shown hereon, and further reserve to the public all easements for residential use of any public utilities desiring to use the same, that any public utility shall have the right to keep remove all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further have full and uninterrupted access along such easements.

E6 Land & Cattle, LLC  
Clay Ingram - Owner  
145 Axis Trail  
Bastrop, Texas 78602

Before me, the undersigned authority personally appeared Clay Ingram, known to me to be the person whose name is subscribed to the forgoing document and acknowledged to me that she executed the same for the purpose and consideration stated hereon.

Given under my hand and seal of office this the \_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for State of Texas

Printed name of Notary and Notary Stamp

Date Notary Commission Expires

CALDWELL COUNTY ON-SITE SEWAGE FACILITIES

BASED UPON THE REPRESENTATION OF THE ENGINEER OR SANITARIAN WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CALDWELL COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATION AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE CALDWELL COUNTY OFFICE AND CALDWELL COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND DOCUMENTS ASSOCIATED WITH IT.

REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN

NOTE: NO PORTION OF THIS SUBDIVISION LIES WITHIN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE (FIRM) FLOOD INSURANCE RATE MAP NO. 48055C0250E COMMUNITY PANEL NO. 480094 FOR THE CALDWELL COUNTY, TEXAS. EFFECTED DATE: JUNE 19, 2012. THIS SUBDIVISION LIES WITHIN ZONE "X" OUTSIDE THE 100 YEAR FLOOD PLAIN.

- 1.) NO. STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- 2.) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- 3.) NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- 4.) NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- 5.) THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF SANITATION

SUBDIVISION PLAT  
CAITLYN ESTATES

PLAT OF 11.71 ACRES OF LAND OUT OF THE FRANCIS KELLY SURVEY, ABSTRACT NO. 168, AND THE NICHOLAS KELLY SURVEY, ABSTRACT NO. 156, CALDWELL COUNTY, TEXAS AND BEING A PART OR PORTION THE LAND DESCRIBED IN A CONVEYANCE TO E6 LAND & CATTLE, LLC., IN THE DEED IN DOCUMENT NUMBER 2020-007046 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL, COUNTY, TEXAS.

- 1.) This Subdivision lies within the boundaries of Lockhart Independent School District.
- 2.) This Subdivision is located within Caldwell County Precinct #4.
- 3.) In order 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 road unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
- 4.) No lots are to be occupied until OSSF permit or public sewer, water and electricity and roads have been provided and construction is completed and approved by Caldwell County Sanitation Department.
- 5.) Utilities provided by:  
Bluebonnet Electric Coop, Inc.  
Water: McMahan Water Supply Corporation.
- 6.) Caldwell County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court.
- 7.) No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well.
- 8.) No detention facilities were designed for this subdivision.

I, LARRY J. POLLOK a Registered Professional Land Surveyor In the State of Texas, Hereby certify that this plat is true and correctly made and prepared from an actual survey on the property under my direct supervision on the ground and that corner monuments are properly placed under my supervision in accordance with the subdivision regulations of the County of Caldwell, Texas.

LARRY J. POLLOK  
Registered Professional Land Surveyor  
State of Texas No. 5186



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

STATE OF TEXAS  
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon has been presented and approved by the Commissioners Court of Caldwell County, Texas on \_\_\_\_\_, 2022 to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez, 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 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 \_\_\_\_\_, 2022 in the plat records of Caldwell County, Texas, in Plat Cabinet \_\_\_\_, at Slide \_\_\_\_\_.

Teresa Rodriguez, County Clerk



POLLOK & SONS  
SURVEYING, INC.  
FIRM NO. 10052700  
FLORESVILLE, TEXAS  
(830) 393-4770  
JOB NO. 21-0059

E6 LAND AND CATTLE LLC  
145 AXIS TRAIL  
BASTROP, TX 78602

DATE 5-20-21 1484

PAY TO THE ORDER OF Caldwell County \$ 1,150<sup>00</sup>  
Eleven hundred fifty dollars even DOLLARS

**FIRST NATIONAL BANK**  
Bastrop County's Bank Since 1859  
Member FDIC

Caitlyn Estates Taylorville



**CALDWELL COUNTY SANITATION DEPT.**

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398 1803

8079

DATE 10-6-21

RECEIVED FROM E6 Land & Cattle Co \$ 1,150<sup>00</sup>  
One thousand one hundred fifty dollars  
FOR SFP - Caitlyn Estates DOLLARS

AMOUNT OF ACCOUNT	
THIS PAYMENT	<u>1,150.00</u>
BALANCE DUE	<u>0</u>

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kara J. Miles *Thank You*



P O BOX 234 • Rosanky, TX 78953 • 512-581-1176

1/5/2022

Dear Caldwell County,

This letter is in regards to the development that E6 Land and Cattle has proposed for single family housing at the corner of Fm 20 and Taylorsville Rd in Dale. There is sufficient ground water at 200 ft with an average of 15 to 100 gallons per minute on all recorded wells in the area to support housing. Please feel free to call me with any questions or concerns.

Thank you,

Duke Jackson  
Jackson Water Well Drilling & Service LLC  
(512)581-1176



## Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058  
(Rev. 05/13)  
Page 1 of 2

PERMIT NUMBER: 20-41490			
	GPS*	ROADWAY	
REQUESTOR	LATITUDE, LONGITUDE	HWY NAME	FM2571
	30.014727, -97.274727	FOR TxDOT'S USE	
		CONTROL	2688
NAME	Chandler Ingram	SECTION	01
MAILING ADDRESS	145 Axis Trail		
CITY, STATE, ZIP	Bastrop, TX, 78602		
PHONE NUMBER	5127181673		
<small>*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY</small>			

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Chandler Ingram, hereinafter called the Permittee, to  construct /  reconstruct a Residential (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM2571 in BASTROP County, located TRM 0564 +0.158

USE ADDITIONAL SHEETS AS NEEDED

Subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
  2. Design of facilities shall be as follows and/or as shown on sketch on page 2 and is subject to conditions stated below:  
Construct a shared access driveway using a design 2 pipe (21x15). The driveway is to be 20ft. wide and needs to be placed in the bottom of the ditchline for proper drainage. It will also need two concrete sloped ends at a 8:1 slope and no raised curbing in the ROW. TXDOT reserves the right to re-evaluate all access points if the property it serves is further developed beyond that discussed or approved at the time of this permit or when any changes in land use occur on the property. This driveway is to service property #R18036 This is to be shared for lot 3&4 per attached plat.  
NOTE: Property owner has 14 days from start to finish of construction to install driveway to State standards. TXDOT contact on the permit shall be notified 24hrs. in advance of construction start.
- All construction of materials shall be subject to inspection and approval by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
  4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
  5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
  6. The State reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.
  7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
  8. The Permittee will contact the State's representative Bo Wilson telephone, (512 ) 3084483, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
  9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

08/07/2020  
Date of Issuance

Deane K. Schulz, P.E.  
State Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: 8/18/20

Signed:   
(Property owner or owner's representative)

## Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways. All driveway facilities must follow this policy.

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### TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request visit: <http://www.txdot.gov/inside-txdot/district.htm>. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

### Sketch of Installation

(Use additional sheets as needed)

TDW for Lot 3+4

# RESIDENTIAL DRIVEWAY DETAIL R18036

HWY: FM 2571

POSTED SPEED:

PROPERTY OWNER: Chandler Ingram  
NAME

COUNTY: Bastrop

ADT:

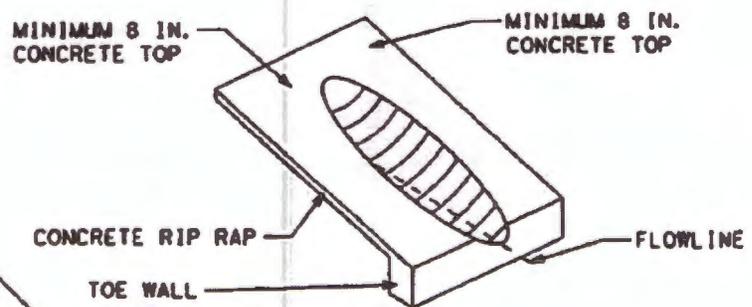
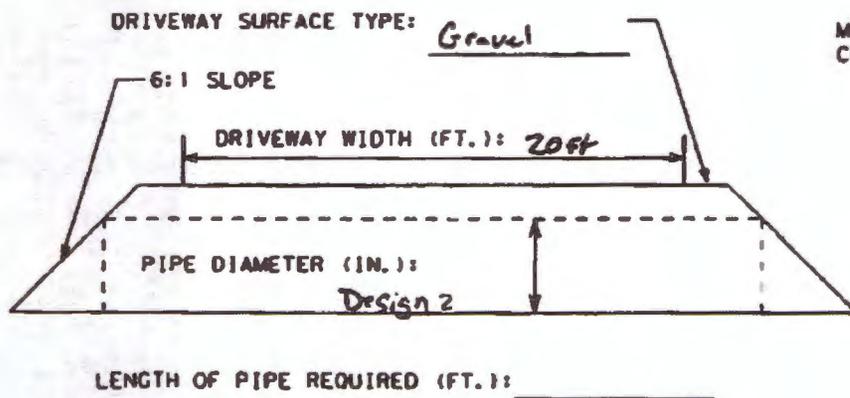
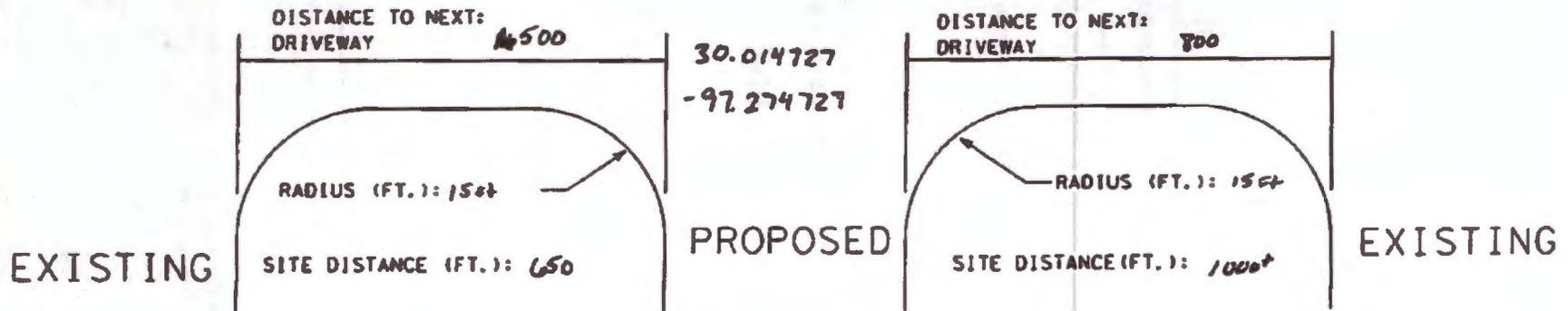
145 Axis TRC Bastrop TX 78602

CONTROL SECTION: 2686-01

ADDRESS:

Chandleringram@icloud.com

512-718-1673



SAFETY END TREATMENT REQUIRED ON EACH END OF THE CULVERT PIPE WITH CONCRETE RIP RAP AND REBAR AT A MINIMUM 6:1 SLOPE; 8:1 SLOPE PREFERRED

# Caldwell County Development Application



## Date Submitted

8-20-21

## 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)

E6 Land & Cattle, LLC  
145 Axis Trail  
Bastrop, Texas 78602

Patrick Jaehne 979-820-9146 jaehneoil@gmail.com

Clay Ingram 512-923-2641 cingram@fnbbastrop.com

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

Same as above

E6 Land & Cattle, LLC  
145 Axis Trail  
Bastrop, Texas 78602

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

Patrick Jaehne 979-820-9146

**4. Consultants (\*If applicable)**

**Licensed Professional Engineer\*:**

N/A

**Registered Professional Land Surveyor\*:**

Pollock & Sons Surveying, Inc.  
PO Box 475  
Floresville, Texas 78114  
  
830-393-4770

**Registered Sanitarian\*:**

N/A

**Geoscientists\*:**

N/A

# Application Questionnaire

Property Address (or approximate location)

Near the intersection of Taylorsville Rd and FM 20

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

11.84 AL Nicholas Kelly Survey A 156 and Francis Kelly Survey A 168 Caldwell County, Texas

Parcel Tax ID Number

R 37794

Caldwell County Precinct Number

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

Located in City ETJ:

- Yes, City Name: \_\_\_\_\_
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: \_\_\_\_\_

Anticipated wastewater system in the development

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

**Project Description**

4 tracts of land for single family use

## Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Caitlyn Estates

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

Total Acreage of Subject Property

11.84

Total Proposed Residential Lots

4

Total Proposed Commercial Lots

0

Type of Construction

None

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: EG Land & Cattle LLC Phone Number: 979-820-9146

Applicant Name: same Phone Number: \_\_\_\_\_

Owner Email: Jaehneoil@gmail.com

Owner Signature: Patrick Jaeh member / Manager

Caldwell County Development Submittal Requirements and Checklists

**Short Form Final Plat Checklist**

- Date of Pre-Application Conference \_\_\_\_\_
  - A) Short Form Plat is a Final Plat that:
    - 1. Consists of four (4) or fewer lots;
    - 2. Does not require the dedication of new streets.
    - 3. Does not require stormwater detention facilities at the time of platting; Situations that do not require stormwater facilities at the time a short form plat is approved:
      - a) plat of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision or
      - b) plats of 4 lots or less that are designated by plat note for commercial development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided prior to development or clearing of the lot.
  - B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.
  - C) Each lot must abut a state roadway, County Road, or Private Street of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.
  - D) Preliminary Plat is not required for a Short Form Plat.
  - E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of the subdivision regulations for cancellation and revision procedures.
  - F) Refer to Sections 3.6 for Plat Requirements. Exception: Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.
- Application
- Submittal Fee (\$750 plus \$100 per lot)
- Tax Certificates (3.6.3.I)
- Utility Availability/Intent to Serve Letters (3.6.3.G)
- If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines. (3.6.3.D)
- Survey closure information for the tract boundary, rights-of-way, blocks, and lots. (3.6.3.J)

**Short Form Final Plat Information Requirements**

- Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.
- The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.
- The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.
- All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.
- Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.
- The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.

## Caldwell County Development Submittal Requirements and Checklists

### Certificates and Acknowledgments to be provided with Final Plat

- A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).
- Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly shown thereon, and that it complies with all survey requirements of this ordinance.
- Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.
- For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.
- Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.
- Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.
- Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.
- For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.
- For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public improvements have been accepted for maintenance by the County or the private improvements have been constructed and are performing to County Standards."
- If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."
- A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."
- If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.
- If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.
- If lots will be served by OSSF, a certification by the Engineer or Licensed Sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

# Caldwell CAD

Property Search Results > 37794 E6 LAND & CATTLE LLC for Year 2022

Tax Year: 2022 - Values not available

## Property

### Account

Property ID: 37794      Legal Description: A297 THOMAS, B.A.M., ACRES 10.09  
 Geographic ID: 0100297-166-300-00      Zoning:  
 Type: Real      Agent Code:  
 Property Use Code:  
 Property Use Description:

### Location

Address: E FM 20      Mapsco: 03-316  
 DALE, TX 78616  
 Neighborhood: RURAL DALE-LYTTON-NE OF LOCKHART AREA      Map ID: 03-316  
 Neighborhood CD: 4210

### Owner

Name: E6 LAND & CATTLE LLC      Owner ID: 223883  
 Mailing Address: 145 AXIS TRL      % Ownership: 100.000000000000%  
 BASTROP, TX 78602-3225  
 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: E6 LAND & CATTLE LLC  
 % Ownership: 100.000000000000%  
 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
FTM	Farm to Market Road	N/A	N/A	N/A	N/A

GCA	Caldwell County	N/A	N/A	N/A	N/A
SLH	Lockhart ISD	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

### Improvement / Building

No improvements exist for this property.

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	NHS	NON HOMESITE	10.0900	439520.40	0.00	0.00	N/A	N/A

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$362,620	0	362,620	\$0	\$362,620
2020	\$0	\$232,230	3,020	3,020	\$0	\$3,020
2019	\$0	\$216,690	3,020	3,020	\$0	\$3,020
2018	\$0	\$155,080	2,930	2,930	\$0	\$2,930
2017	\$0	\$145,330	2,840	2,840	\$0	\$2,840
2016	\$0	\$123,320	2,830	2,830	\$0	\$2,830
2015	\$0	\$107,700	1,950	1,950	\$0	\$1,950
2014	\$0	\$107,700	1,900	1,900	\$0	\$1,900
2013	\$0	\$107,700	1,930	1,930	\$0	\$1,930
2012	\$0	\$107,700	2,030	2,030	\$0	\$2,030
2011	\$0	\$107,690	2,100	2,100	\$0	\$2,100
2010	\$0	\$99,690	2,110	2,110	\$0	\$2,110
2009	\$0	\$99,690	2,040	2,040	\$0	\$2,040
2008	\$0	\$97,110	1,960	1,960	\$0	\$1,960

### Deed History - (Last 4 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/9/2020	WD/VL	WARRANTY DEED WITH VENDORS LIEN	INGRAM CHANDLER	E6 LAND & CATTLE LLC			2020-007046
2	12/3/2020	WD	WARRANTY DEED	DOWELL STEPHEN C & DEBORAH S	INGRAM CHANDLER			2020-006926
3	2/26/1997	D	DEED	VETERANS LAND BOARD	DOWELL STEPHEN C & DEBORAH S	160,319	299,144	0

### Tax Due

Property Tax Information as of 02/14/2022

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2021	Lockhart ISD	\$362,620	\$4096.52	\$4096.52	\$0.00	\$0.00	\$0.00	\$0.00

2021	Farm to Market Road	\$362,620	\$0.36	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00
2021	Caldwell County	\$362,620	\$2436.08	\$2436.08	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2021 TOTAL:</b>		<b>\$6532.96</b>	<b>\$6532.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2020	Caldwell County	\$229,353	\$1637.79	\$1637.79	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$229,353	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2020	Lockhart ISD	\$229,353	\$2710.15	\$2710.15	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2020 TOTAL:</b>		<b>\$4348.17</b>	<b>\$4348.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2019	Lockhart ISD	\$213,803	\$2867.56	\$2867.56	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$213,803	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$213,803	\$1687.79	\$1687.79	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2019 TOTAL:</b>		<b>\$4555.58</b>	<b>\$4555.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2018	Caldwell County	\$152,245	\$1312.94	\$1312.94	\$0.00	\$0.00	\$0.00	\$0.00
2018	Farm to Market Road	\$152,245	\$0.17	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$152,245	\$2256.58	\$2256.58	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2018 TOTAL:</b>		<b>\$3569.69</b>	<b>\$3569.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>E6 LAND &amp; CATTLE LLC TOTAL:</b>		<b>\$19006.40</b>	<b>\$19006.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2020	Lockhart ISD	\$3,020	\$35.24	\$35.24	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$3,020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	Caldwell County	\$3,020	\$21.30	\$21.30	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2020 TOTAL:</b>		<b>\$56.54</b>	<b>\$56.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2019	Lockhart ISD	\$3,020	\$38.12	\$38.12	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$3,020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$3,020	\$22.44	\$22.44	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2019 TOTAL:</b>		<b>\$60.56</b>	<b>\$60.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2018	Farm to Market Road	\$2,930	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$2,930	\$22.71	\$22.71	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$2,930	\$39.04	\$39.04	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2018 TOTAL:</b>		<b>\$61.75</b>	<b>\$61.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2017	Farm to Market Road	\$2,840	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$2,840	\$22.02	\$22.02	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$2,840	\$37.84	\$37.84	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2017 TOTAL:</b>		<b>\$59.86</b>	<b>\$59.86</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2016	Farm to Market Road	\$2,830	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$2,830	\$21.93	\$21.93	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$2,830	\$37.70	\$37.70	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2016 TOTAL:</b>		<b>\$59.63</b>	<b>\$59.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2015	Farm to Market Road	\$1,950	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$1,950	\$13.99	\$13.99	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$1,950	\$25.94	\$25.94	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2015 TOTAL:</b>		<b>\$39.93</b>	<b>\$39.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2014	Lockhart ISD	\$1,900	\$27.15	\$27.15	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$1,900	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$1,900	\$13.12	\$13.12	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2014 TOTAL:</b>		<b>\$40.27</b>	<b>\$40.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2013	Lockhart ISD	\$1,930	\$22.76	\$22.76	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$1,930	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$1,930	\$13.33	\$13.33	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$36.09</b>	<b>\$36.09</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Lockhart ISD	\$2,030	\$24.09	\$24.09	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$2,030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$2,030	\$14.02	\$14.02	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$38.11</b>	<b>\$38.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

2011	Lockhart ISD	\$2,100	\$24.95	\$24.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$2,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$2,100	\$14.51	\$14.51	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$39.46</b>	<b>\$39.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2010	Lockhart ISD	\$2,110	\$25.21	\$25.21	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$2,110	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$2,110	\$14.58	\$14.58	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$39.79</b>	<b>\$39.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Lockhart ISD	\$2,040	\$25.10	\$25.10	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$2,040	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$2,040	\$14.09	\$14.09	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$39.19</b>	<b>\$39.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Lockhart ISD	\$1,960	\$23.96	\$23.96	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$1,960	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$1,960	\$13.54	\$13.54	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$37.51</b>	<b>\$37.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$1,690	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$1,690	\$11.55	\$11.55	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$1,690	\$20.32	\$20.32	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$31.88</b>	<b>\$31.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$1,640	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$1,640	\$10.55	\$10.55	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$1,640	\$25.26	\$25.26	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$35.82</b>	<b>\$35.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Lockhart ISD	\$1,660	\$28.05	\$28.05	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$1,660	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$1,660	\$10.45	\$10.45	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2005 TOTAL:</b>		<b>\$38.51</b>	<b>\$38.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Lockhart ISD	\$1,760	\$27.96	\$27.96	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$1,760	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$1,760	\$10.54	\$10.54	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2004 TOTAL:</b>		<b>\$38.51</b>	<b>\$38.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Lockhart ISD	\$1,780	\$26.08	\$26.08	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$1,780	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$1,780	\$10.09	\$10.09	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2003 TOTAL:</b>		<b>\$36.18</b>	<b>\$36.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Lockhart ISD	\$1,800	\$25.90	\$25.90	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$1,800	\$9.72	\$9.72	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$1,800	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2002 TOTAL:</b>		<b>\$35.64</b>	<b>\$35.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>DOWELL STEPHEN C &amp; DEBORAH S TOTAL:</b>		<b>\$825.23</b>	<b>\$825.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>GRAND TOTAL (ALL OWNERS):</b>		<b>\$19831.63</b>	<b>\$19831.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

This year is not certified and ALL values will be represented with "N/A".

**25. Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Lauren Estates located on Taylorsville Road and FM 20.  
**Speaker: Commissioner Shelton/ Kasi Miles; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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:** 02/14/2022

### 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 Lauren Estates located on Taylorsville Road and FM 20.

**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)			
(3)			

**3. Backup Materials:**     None     To Be Distributed    17/8 total # of backup pages  
(including this page)

**4. Commissioner Shelton**

**Signature of Court Member**

**Date**

02/14/2022

Exhibit A



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Lauren Estates Short Form Plat  
Project No. 1911-211-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Lauren Estates, a 4-tract single-family subdivision consisting of +/-10.08-acres located at Taylorsville Road and FM 20, in the ETJ of Caldwell County, Texas. The subdivision will be served by OSSF and individual wells.

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

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

A handwritten signature in blue ink that reads "Tracy A. Bratton, P.E." with a stylized flourish at the end.

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.

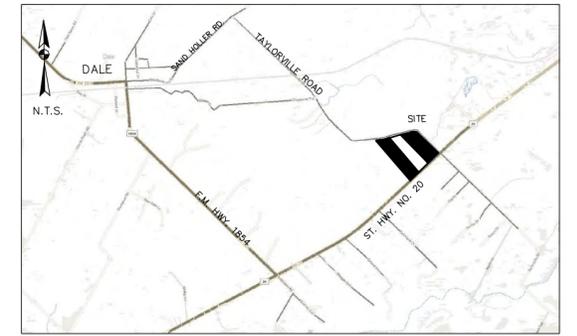
LORENA OJEDA  
DOC. # 2020-000104

DULCE MUNOZ  
DOC. # 2017-006012

XAXIER SCOTT  
RODRIGUEZ  
DOC. # 2017-001883

# SUBDIVISION PLAT LAUREN ESTATES

PLAT OF 10.09 ACRES OF LAND OUT OF THE NICHOLAS KELLY SURVEY, ABSTRACT NO. 156, CALDWELL COUNTY, TEXAS AND BEING A PART OR PORTION THE LAND DESCRIBED IN A CONVEYANCE TO E6 LAND & CATTLE, LLC., IN THE DEED IN DOCUMENT NUMBER 2020-007046 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL, COUNTY, TEXAS.



(a.k.a. TAYLORSVILLE RD.)  
VARIABLE WIDTH ROAD DEDICATION  
0.07 AC. OR  
2905 SQUARE FEET

LINE	BEARING	DISTANCE
L1	S78°11'39"E	46.68
L2	S71°29'20"E	49.55
L3	S48°06'46"E	116.51
L4	S48°06'46"E	47.30

I, or the undersigned owner of the land as shown on this plat and being a part or portion of the land recorded in Document No. 2020-007046 of the Official Public Records of Caldwell County, Texas and to be designated as Lauren Estates Subdivision in the Francis Kelly Survey, Abstract No. 168, and Nicholas Kell Survey, Abstract No. 156 Caldwell County, Texas, do hereby dedicate to the use of the public forever streets and alleys shown hereon, and further reserve to the public all easements for residential use of any public utilities desiring to use the same, that any public utility shall have the right to keep remove all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further have full and uninterrupted access along such easements.

E6 Land & Cattle, LLC  
Clay Ingram - Owner  
145 Axis Trail  
Bastrop, Texas 78602

Date

Before me, the undersigned authority personally appeared Clay Ingram, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that she executed the same for the purpose and consideration stated hereon.

Given under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for State of Texas

Printed name of Notary and Notary Stamp

Date Notary Commission Expires

I, LARRY J. POLLOK a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correctly made and prepared from an actual survey on the property under my direct supervision on the ground and that corner monuments are properly placed under my supervision in accordance with the subdivision regulations of the County of Caldwell, Texas.

LARRY J. POLLOK  
Registered Professional Land Surveyor  
State of Texas No. 5186

### CALDWELL COUNTY ON-SITE SEWAGE FACILITIES

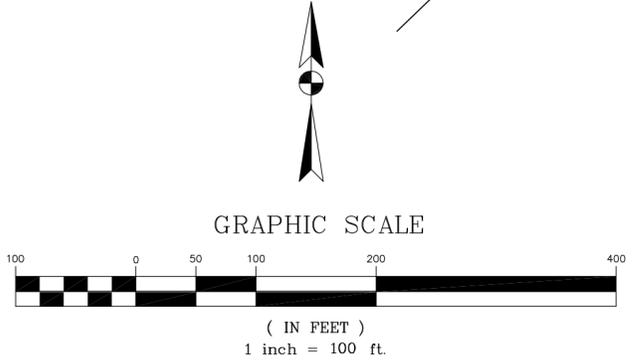
BASED UPON THE REPRESENTATION OF THE ENGINEER OR SANITARIAN WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CALDWELL COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATION AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE CALDWELL COUNTY OFFICE AND CALDWELL COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND DOCUMENTS ASSOCIATED WITH IT.

REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN

NOTE: NO PORTION OF THIS SUBDIVISION LIES WITHIN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE (FIRM) FLOOD INSURANCE RATE MAP NO. 48055C0250E COMMUNITY PANEL NO. 480094 FOR THE CALDWELL COUNTY, TEXAS. EFFECTED DATE: JUNE 19, 2012. THIS SUBDIVISION LIES WITHIN ZONE "X" OUTSIDE THE 100 YEAR FLOOD PLAIN.

**POLLOK & SONS**  
SURVEYING, INC.  
FIRM NO. 10052700  
FLORESVILLE, TEXAS  
(830) 393-4770  
JOB NO. 21-0059

- LEGEND**
- IRF - STEEL ROD FOUND
  - IRS - 1/2" REBAR SET WITH "POLLOK & SONS" CAP
  - CP - CORNER POST
  - DDMM'SS' DIST. - FIELD
  - (DDMM'SS' DIST.) - RECORD
  - x - BARBED WIRE FENCE
  - - POWER/UTILITY POLE
  - ⊙ - WATER WELL/WATER METER (AS NOTED)
  - ⊙ - SEPTIC TANK
  - - CHAIN LINK FENCE
  - || - WOOD PRIVACY FENCE



NICHOLAS KELLY SURVEY  
ABSTRACT NO. 165

LOT 4  
2.43 AC.

LOT 3  
2.49 AC.

LOT 2  
2.49 AC.

LOT 1  
2.50 AC.

F.M. HWY NO. 20  
100' R.O.W.

LOT 1A  
WIND HOLLOW SUBDIVISION  
CAB. A, SLIDE # 107

ACORN RANCH  
SUBDIVISION  
PLAT CABINET C-76

LOT 3  
RICHARD K.  
FREJEK

LOT 4  
PAUL  
CHNOWETH

LOT 5  
NATHAN  
IBARRA

LOT 2  
ELIZONDO  
ABREGO  
ET AL

LEE RUNKE  
LOT 1

- NO. STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES  
DIRECTOR OF SANITATION

DATE

RIVERBEND LAND  
& CATTLE COMPANY, LTD.  
VOL. 232, PG. 400

STATE OF TEXAS  
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon has been presented and approved by the Commissioners Court of Caldwell County, Texas on \_\_\_\_\_ 2022 to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez, 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 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 \_\_\_\_\_, 2022 in the plat records of Caldwell County, Texas, in Plat Cabinet \_\_\_\_\_, at Slide \_\_\_\_\_.

Teresa Rodriguez, County Clerk

- This Subdivision lies within the boundaries of Lockhart Independent School District.
- This Subdivision is located within Caldwell County Precinct #4.
- In order 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 road unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF permit 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:  
Bluebonnet Electric Coop, Inc.  
Water: McMahan Water Supply Corporation.
- Caldwell County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court.
- No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well.
- No detention facilities were designed for this subdivision.

E6 LAND AND CATTLE LLC  
145 AXIS TRAIL  
BASTROP, TX 78602

DATE 8-20-21 1483

PAY TO THE  
ORDER OF

Caldwell County

\$ 1,150<sup>00</sup>

eleven hundred and fifty dollars and no DOLLARS

**FIRST NATIONAL BANK**  
Bastrop County's Bank... Since 1889

- Taylorville

Lauren Estates

*[Signature]*



**CALDWELL COUNTY SANITATION DEPT.**

405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

8078

DATE 10-6-21

RECEIVED FROM E6 Land of Cattle LLC

\$ 1,150<sup>00</sup>

One thousand one hundred fifty dollars and no

FOR SFP - Lauren Estates

AMOUNT OF ACCOUNT	
THIS PAYMENT	<u>1,150.00</u>
BALANCE DUE	<u>#</u>

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles **Thank You**



P.O. BOX 234 • Rosanky, TX 78953 • 512-581-1176

1/5/2022

Dear Caldwell County,

This letter is in regards to the development that E6 Land and Cattle has proposed for single family housing at the corner of Fm 20 and Taylorsville Rd in Dale. There is sufficient ground water at 200 ft with an average of 15 to 100 gallons per minute on all recorded wells in the area to support housing. Please feel free to call me with any questions or concerns.

Thank you,

Dale Jackson  
Jackson Water Well Drilling & Service LLC  
(512)581-1176



## Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058  
(Rev. 05/13)  
Page 1 of 2

PERMIT NUMBER: 20-41490			
	GPS*	ROADWAY	
REQUESTOR	LATITUDE, LONGITUDE	HWY NAME	FM2571
	30.014727, -97.274727	FOR TxDOT'S USE	
NAME	Chandler Ingram	CONTROL	2686
MAILING ADDRESS	145 Axis Trail	SECTION	01
CITY, STATE, ZIP	Bastrop, TX, 78602		
PHONE NUMBER	5127181673		
<small>*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY</small>			

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Chandler Ingram, hereinafter called the Permittee, to  construct /  reconstruct a Residential (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM2571 in BASTROP County, located TRM 0564 +0.158

USE ADDITIONAL SHEETS AS NEEDED

Subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 2 and is subject to conditions stated below:  
Construct a shared access driveway using a design 2 pipe (21x15). The driveway is to be 20ft. wide and needs to be placed in the bottom of the ditchline for proper drainage. It will also need two concrete sloped ends at a 8:1 slope and no raised curbing in the ROW. TXDOT reserves the right to re-evaluate all access points if the property it serves is further developed beyond that discussed or approved at the time of this permit or when any changes in land use occur on the property. This driveway is to service property #R18036 This is to be shared for lot 3&4 per attached plat.  
NOTE: Property owner has 14 days from start to finish of construction to install driveway to State standards. TXDOT contact on the permit shall be notified 24hrs. in advance of construction start.

All construction of materials shall be subject to inspection and approval by the State.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative Bo Wilson telephone, (512 ) 3084483, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

08/07/2020  
Date of Issuance

Deane K. Schulze, P.E.  
State Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: 8/18/20

Signed: [Signature]  
(Property owner or owner's representative)

## Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways. All driveway facilities must follow this policy.

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### TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request visit: <http://www.txdot.gov/inside-txdot/district.html>. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

**Sketch of Installation**  
(Use additional sheets as needed)

TDW For Lot 3+4

# RESIDENTIAL DRIVEWAY DETAIL R18036

HWY: FM 2571

POSTED SPEED:

PROPERTY OWNER: Chandler Ingram

COUNTY: Bastrop

ADT:

NAME

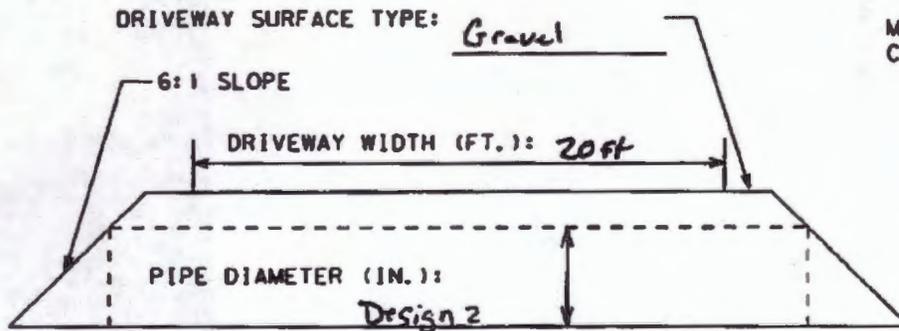
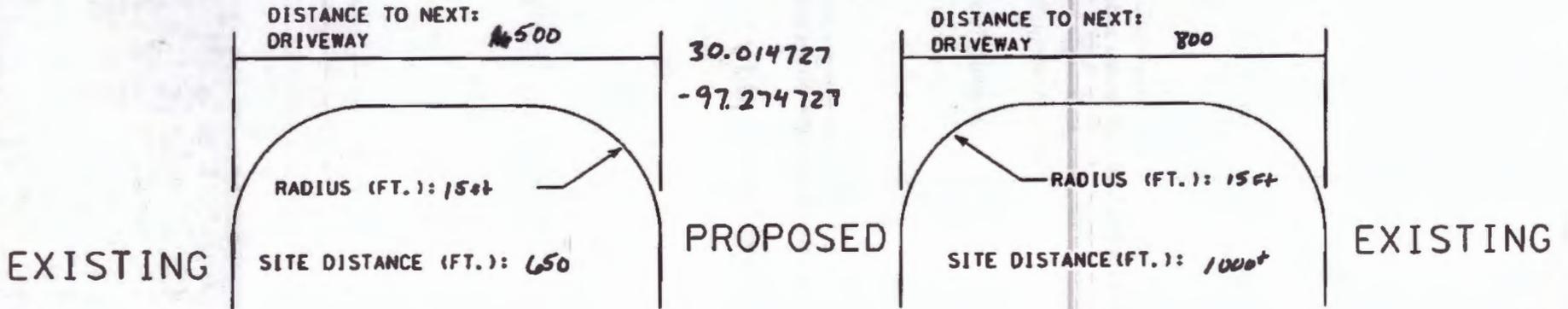
145 Axis TRL Bastrop TX 78602

CONTROL SECTION: 2686-01

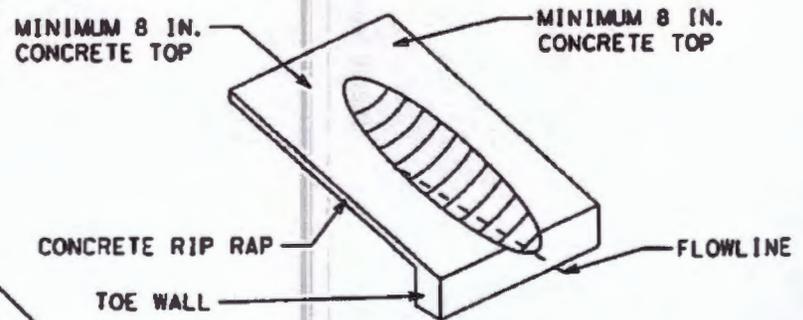
ADDRESS:

Chandleringram@icloud.com

512-718-1673



LENGTH OF PIPE REQUIRED (FT.): \_\_\_\_\_



SAFETY END TREATMENT REQUIRED ON EACH END OF THE CULVERT PIPE WITH CONCRETE RIP RAP AND REBAR AT A MINIMUM 6:1 SLOPE; 8:1 SLOPE PREFERRED

# Caldwell County Development Application



## Date Submitted

8-20-21

## 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)

E6 Land & Cattle, LLC  
145 Axis Trail  
Bastrop, Texas 78602

Patrick Jaehne 979-820-9146 jaehneoil@gmail.com

Clay Ingram 512-923-2641 cingram@fnbbastrop.com

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

Same as above

E6 Land & Cattle, LLC  
145 Axis Trail  
Bastrop, Texas 78602

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

Patrick Jaehne 979-820-9146

**4. Consultants (\*If applicable)**

**Licensed Professional Engineer\*:**

N/A

**Registered Professional Land Surveyor\*:**

Pollock & Sons Surveying, Inc.  
PO Box 475  
Floresville, Texas 78114  
  
830-393-4770

**Registered Sanitarian\*:**

N/A

**Geoscientists\*:**

N/A

# Application Questionnaire

Property Address (or approximate location)

Taylorsville Rd and FM 20

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

10.08 AL Nicholas Kelly Survey A 156 Caldwell County, Texas

Parcel Tax ID Number

R 37794

Caldwell County Precinct Number

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

Located in City ETJ:

- Yes, City Name: \_\_\_\_\_
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: \_\_\_\_\_

Anticipated wastewater system in the development

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

**Project Description**

4 tracts of land for single family use

## Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Lauren Estates

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

Total Acreage of Subject Property

10.08

Total Proposed Residential Lots

4

Total Proposed Commercial Lots

0

Type of Construction

None

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: EG Land & Cattle, LLC Phone Number: 979-820-9146

Applicant Name: JSMC Phone Number: \_\_\_\_\_

Owner Email: Jgchueoil@gmail.com

Owner Signature: Patrick [Signature] member / manager

## Caldwell County Development Submittal Requirements and Checklists

### Short Form Final Plat Checklist

- Date of Pre-Application Conference \_\_\_\_\_
  - A) Short Form Plat is a Final Plat that:
    - 1. Consists of four (4) or fewer lots;
    - 2. Does not require the dedication of new streets;
    - 3. Does not require stormwater detention facilities at the time of platting; Situations that do not require stormwater facilities at the time a short form plat is approved:
      - a) plat of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision or
      - b) plats of 4 lots or less that are designated by plat note for commercial development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided prior to development or clearing of the lot.
  - B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.
  - C) Each lot must abut a state roadway, County Road, or Private Street of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.
  - D) Preliminary Plat is not required for a Short Form Plat.
  - E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of the subdivision regulations for cancellation and revision procedures.
  - F) Refer to Sections 3.6 for Plat Requirements. Exception: Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.
- Application
- Submittal Fee (\$750 plus \$100 per lot)
- Tax Certificates (3.6.3.I)
- Utility Availability/Intent to Serve Letters (3.6.3.G)
- If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines. (3.6.3.D)
- Survey closure information for the tract boundary, rights-of-way, blocks, and lots. (3.6.3.J)

### Short Form Final Plat Information Requirements

- Application must be deemed administratively complete prior to beginning technical review. Technical review must be completed within 30 calendar days from the date of administrative completeness.
- The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.
- The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.
- All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.
- Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.
- The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.

## Caldwell County Development Submittal Requirements and Checklists

- One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain.
- Identification of proposed and permitted land uses other than single family residential.
- The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original survey of which the subdivision is a part and survey ties across existing street rights-of-way to verify right-of-way widths.
- The total acreage, number of lots with, size of individual lots including all lot frontages, and sequential and logical identification of lots by lot and block number and including block length.

### Certificates and Acknowledgments to be provided with Short Form Final Plat

- A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).
- Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.
- Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.
- For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.
- Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.
- Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.
- Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.
- For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.
- For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards."
- If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."
- A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."
- If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.
- If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.
- If lots will be served by OSSF, a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

# Caldwell CAD

## Property Search Results > 37794 E6 LAND & CATTLE LLC for Year 2022

Tax Year: 2022 - Values not available

### Property

#### Account

Property ID: 37794  
 Geographic ID: 0100297-166-300-00  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Legal Description: A297 THOMAS, B.A.M., ACRES 10.09  
 Zoning:  
 Agent Code:

#### Location

Address: E FM 20  
 DALE, TX 78616  
 Neighborhood: RURAL DALE-LYTTON-NE OF LOCKHART AREA  
 Neighborhood CD: 4210

Mapsco: 03-316  
 Map ID: 03-316

#### Owner

Name: E6 LAND & CATTLE LLC  
 Mailing Address: 145 AXIS TRL  
 BASTROP, TX 78602-3225

Owner ID: 223883  
 % 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: E6 LAND & CATTLE LLC  
 % 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
FTM	Farm to Market Road	N/A	N/A	N/A	N/A

GCA	Caldwell County	N/A	N/A	N/A	N/A
SLH	Lockhart ISD	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

### Improvement / Building

No improvements exist for this property.

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	NHS	NON HOMESITE	10.0900	439520.40	0.00	0.00	N/A	N/A

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$362,620	0	362,620	\$0	\$362,620
2020	\$0	\$232,230	3,020	3,020	\$0	\$3,020
2019	\$0	\$216,690	3,020	3,020	\$0	\$3,020
2018	\$0	\$155,080	2,930	2,930	\$0	\$2,930
2017	\$0	\$145,330	2,840	2,840	\$0	\$2,840
2016	\$0	\$123,320	2,830	2,830	\$0	\$2,830
2015	\$0	\$107,700	1,950	1,950	\$0	\$1,950
2014	\$0	\$107,700	1,900	1,900	\$0	\$1,900
2013	\$0	\$107,700	1,930	1,930	\$0	\$1,930
2012	\$0	\$107,700	2,030	2,030	\$0	\$2,030
2011	\$0	\$107,690	2,100	2,100	\$0	\$2,100
2010	\$0	\$99,690	2,110	2,110	\$0	\$2,110
2009	\$0	\$99,690	2,040	2,040	\$0	\$2,040
2008	\$0	\$97,110	1,960	1,960	\$0	\$1,960

### Deed History - (Last 4 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/9/2020	WD/VL	WARRANTY DEED WITH VENDORS LIEN	INGRAM CHANDLER	E6 LAND & CATTLE LLC			2020-007046
2	12/3/2020	WD	WARRANTY DEED	DOWELL STEPHEN C & DEBORAH S	INGRAM CHANDLER			2020-006926
3	2/26/1997	D	DEED	VETERANS LAND BOARD	DOWELL STEPHEN C & DEBORAH S	160,319	299,144	0

### Tax Due

Property Tax Information as of 02/14/2022

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2021	Lockhart ISD	\$362,620	\$4096.52	\$4096.52	\$0.00	\$0.00	\$0.00	\$0.00

2021	Farm to Market Road	\$362,620	\$0.36	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00
2021	Caldwell County	\$362,620	\$2436.08	\$2436.08	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2021 TOTAL:</b>		<b>\$6532.96</b>	<b>\$6532.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2020	Caldwell County	\$229,353	\$1637.79	\$1637.79	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$229,353	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2020	Lockhart ISD	\$229,353	\$2710.15	\$2710.15	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2020 TOTAL:</b>		<b>\$4348.17</b>	<b>\$4348.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2019	Lockhart ISD	\$213,803	\$2867.56	\$2867.56	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$213,803	\$0.23	\$0.23	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$213,803	\$1687.79	\$1687.79	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2019 TOTAL:</b>		<b>\$4555.58</b>	<b>\$4555.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2018	Caldwell County	\$152,245	\$1312.94	\$1312.94	\$0.00	\$0.00	\$0.00	\$0.00
2018	Farm to Market Road	\$152,245	\$0.17	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$152,245	\$2256.58	\$2256.58	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2018 TOTAL:</b>		<b>\$3569.69</b>	<b>\$3569.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>E6 LAND &amp; CATTLE LLC TOTAL:</b>		<b>\$19006.40</b>	<b>\$19006.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2020	Lockhart ISD	\$3,020	\$35.24	\$35.24	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$3,020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	Caldwell County	\$3,020	\$21.30	\$21.30	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2020 TOTAL:</b>		<b>\$56.54</b>	<b>\$56.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2019	Lockhart ISD	\$3,020	\$38.12	\$38.12	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$3,020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$3,020	\$22.44	\$22.44	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2019 TOTAL:</b>		<b>\$60.56</b>	<b>\$60.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2018	Farm to Market Road	\$2,930	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$2,930	\$22.71	\$22.71	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$2,930	\$39.04	\$39.04	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2018 TOTAL:</b>		<b>\$61.75</b>	<b>\$61.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2017	Farm to Market Road	\$2,840	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$2,840	\$22.02	\$22.02	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$2,840	\$37.84	\$37.84	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2017 TOTAL:</b>		<b>\$59.86</b>	<b>\$59.86</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2016	Farm to Market Road	\$2,830	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$2,830	\$21.93	\$21.93	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$2,830	\$37.70	\$37.70	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2016 TOTAL:</b>		<b>\$59.63</b>	<b>\$59.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2015	Farm to Market Road	\$1,950	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$1,950	\$13.99	\$13.99	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$1,950	\$25.94	\$25.94	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2015 TOTAL:</b>		<b>\$39.93</b>	<b>\$39.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2014	Lockhart ISD	\$1,900	\$27.15	\$27.15	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$1,900	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$1,900	\$13.12	\$13.12	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2014 TOTAL:</b>		<b>\$40.27</b>	<b>\$40.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2013	Lockhart ISD	\$1,930	\$22.76	\$22.76	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$1,930	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$1,930	\$13.33	\$13.33	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$36.09</b>	<b>\$36.09</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Lockhart ISD	\$2,030	\$24.09	\$24.09	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$2,030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$2,030	\$14.02	\$14.02	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$38.11</b>	<b>\$38.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

2011	Lockhart ISD	\$2,100	\$24.95	\$24.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$2,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$2,100	\$14.51	\$14.51	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$39.46</b>	<b>\$39.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2010	Lockhart ISD	\$2,110	\$25.21	\$25.21	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$2,110	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$2,110	\$14.58	\$14.58	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$39.79</b>	<b>\$39.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Lockhart ISD	\$2,040	\$25.10	\$25.10	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$2,040	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$2,040	\$14.09	\$14.09	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$39.19</b>	<b>\$39.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Lockhart ISD	\$1,960	\$23.96	\$23.96	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$1,960	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$1,960	\$13.54	\$13.54	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$37.51</b>	<b>\$37.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$1,690	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$1,690	\$11.55	\$11.55	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$1,690	\$20.32	\$20.32	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$31.88</b>	<b>\$31.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$1,640	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$1,640	\$10.55	\$10.55	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$1,640	\$25.26	\$25.26	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$35.82</b>	<b>\$35.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Lockhart ISD	\$1,660	\$28.05	\$28.05	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$1,660	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$1,660	\$10.45	\$10.45	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2005 TOTAL:</b>		<b>\$38.51</b>	<b>\$38.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Lockhart ISD	\$1,760	\$27.96	\$27.96	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$1,760	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$1,760	\$10.54	\$10.54	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2004 TOTAL:</b>		<b>\$38.51</b>	<b>\$38.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Lockhart ISD	\$1,780	\$26.08	\$26.08	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$1,780	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$1,780	\$10.09	\$10.09	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2003 TOTAL:</b>		<b>\$36.18</b>	<b>\$36.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Lockhart ISD	\$1,800	\$25.90	\$25.90	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$1,800	\$9.72	\$9.72	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$1,800	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2002 TOTAL:</b>		<b>\$35.64</b>	<b>\$35.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>DOWELL STEPHEN C &amp; DEBORAH S TOTAL:</b>		<b>\$825.23</b>	<b>\$825.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>GRAND TOTAL (ALL OWNERS):</b>		<b>\$19831.63</b>	<b>\$19831.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

This year is not certified and ALL values will be represented with "N/A".

**26. Discussion/ Action** to consider the approval of the Preliminary Plat for Las Praderas subdivision consisting of 144 single family lots, 2 commercial lots and 3 drainage lot on approximately 200.9 acres on FM 2720 at Bob White Road. **Speaker: Commissioner Theriot /Kasi Miles; Backup: 49; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02/18/2022

#### 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 the approval of the Preliminary Plat for Las Praderas Subdivision consisting of 144 single family lots, 2 commercial lots and 3 drainage lot on approximately 200.9 acres on FM 2720 at Bob White 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)			
(3)			

3. Backup Materials:    None    To Be Distributed   48 total # of backup pages (including this page)

4. Commissioner Theriot

Signature of Court Member

Date 02/14/2022



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

[Doucetengineers.com](http://Doucetengineers.com)

February 14, 2022

Kasi Miles  
Caldwell County  
1700 FM 2720  
Lockhart, Texas 78644

Re: Las Praderas Subdivision Preliminary Plat  
Project No. 1911-157-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Las Praderas Subdivision, a residential subdivision of +/- 200.9-acres consisting of 144-single family lots, 2 commercial lots, and 3 drainage lots located FM2720 at Bobwhite Rd. Caldwell County. The subdivision will be served by OSSF and County Line Special Utility District.

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

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

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.

# PRELIMINARY PLAT LAS PRADERAS SUBDIVISION

200.989 ACRES OUT OF THE ELBERT HINES LEAGUE,  
ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS

STREET TABLE						
NAME	CLASS	R.O.W. DIMENSION	TRAVELWAY DIMENSION	CURB TYPE	CLEAR ZONE DIMENSION	DESIGN SPEED
SANTA CATARINA ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
SANTA ROSA ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
FAT WELLS ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
EVERGREEN ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
LASILLA ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
FISHERMAN ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
HILL COUNTRY ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH
BLACKFIELD ST.	LARGE LOT-1 D.U.	60'	20'	1/2"	1C	30 MPH

LOT SUMMARY	
NUMBER OF BLOCKS	10
SINGLE FAMILY LOTS	144
COMMERCIAL LOTS	2
DRAINAGE	3

AREA SUMMARY	
SINGLE FAMILY	152.801 ACRES
COMMERCIAL	7.373 ACRES
DRAINAGE	12.299 ACRES
NEW RIGHT-OF-WAY	28.516 ACRES
TOTAL	200.989 ACRES

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N03°40'50"E	33.16'
L2	S41°19'10"E	33.90'
L3	S41°09'53"E	70.00'
L4	N41°19'10"W	32.15'
L5	N41°19'10"W	30.41'
L6	S41°19'10"E	70.00'
L7	S41°19'10"E	10.16'
L8	N41°19'10"W	10.00'

## CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	15.00'	90°00'00"	23.56'	S86°19'10"E	21.21'
C2	15.00'	90°00'00"	23.56'	N03°40'50"E	21.21'
C3	15.00'	90°00'00"	23.56'	S86°19'10"E	21.21'
C4	15.00'	90°00'00"	23.56'	S03°40'50"W	21.21'
C5	25.00'	54°37'24"	23.83'	N14°00'27"W	22.94'
C6	25.00'	54°37'24"	23.83'	S68°37'52"E	22.94'
C7	70.00'	289°14'49"	353.38'	S48°40'50"W	81.05'
C8	70.00'	109°14'49"	133.47'	N41°19'10"W	114.15'
C9	25.00'	54°37'24"	23.83'	N14°00'27"W	22.94'
C10	25.00'	54°37'24"	23.83'	S68°37'52"E	22.94'
C11	70.00'	109°14'49"	133.47'	S41°19'10"E	114.15'
C12	70.00'	144°37'24"	176.69'	N23°37'52"W	133.38'
C13	70.00'	90°19'16"	110.35'	S86°09'31"E	99.27'
C14	70.00'	54°18'08"	66.34'	S13°50'49"E	63.89'
C15	70.00'	54°18'08"	66.34'	N68°47'30"W	63.89'
C16	70.00'	54°56'41"	67.13'	N14°10'05"W	64.58'
C17	70.00'	54°56'41"	67.13'	S68°28'14"E	64.58'
C18	70.00'	54°18'08"	66.34'	N68°47'30"W	63.89'
C19	70.00'	90°19'16"	110.35'	N03°31'12"E	99.27'
C20	70.00'	90°19'16"	110.35'	S86°09'31"E	99.27'
C21	70.00'	54°37'24"	66.74'	N68°37'52"W	64.24'
C22	70.00'	54°37'24"	66.74'	N14°00'27"W	64.24'
C23	25.00'	54°37'24"	23.83'	N68°37'52"W	22.94'
C24	25.00'	54°37'24"	23.83'	S14°00'25"E	22.94'
C25	70.00'	109°14'49"	133.47'	S41°19'10"E	114.15'
C26	70.00'	109°14'49"	133.47'	S41°19'10"E	114.15'
C27	70.00'	40°16'02"	49.20'	N75°48'33"W	48.19'
C28	70.00'	68°58'47"	84.27'	N21°11'09"W	79.28'
C29	70.00'	69°17'21"	84.65'	S61°17'53"E	79.59'
C30	70.00'	39°57'28"	48.82'	S06°40'29"E	47.83'
C31	25.00'	80°54'55"	35.31'	S00°51'42"E	32.44'
C32	70.00'	260°54'55"	318.77'	S89°08'18"W	106.52'
C35	70.00'	289°14'49"	353.38'	S48°40'50"W	81.05'
C36	70.00'	144°37'24"	176.69'	S23°37'52"E	133.38'
C37	70.00'	144°37'24"	176.69'	N59°00'27"W	133.38'
C38	25.00'	80°54'55"	35.31'	N81°46'37"W	32.44'
C39	70.00'	260°54'55"	318.77'	S08°13'23"W	106.52'

## LEGAL DESCRIPTION

200.989 ACRES OUT OF THE ELBERT HINES LEAGUE, ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS, AND BEING THAT CERTAIN 99.2500 ACRE TRACT CONVEYED TO LANZOLA MHP3, LLC BY DEED OF RECORD IN INSTRUMENT NO. 2020-001139 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND THAT CERTAIN 101.7393 ACRE TRACT CONVEYED TO LANZOLA MHP3, LLC BY DEED OF RECORD IN INSTRUMENT NO. 2020-00140, OF SAID OFFICIAL PUBLIC RECORDS; SAID 200.989 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the southwesterly right-of-way line of F.M. 2720 (80' r.o.w.), being a southeasterly corner of a 464.83 acre tract conveyed to RUC Holdings LLC, by Deed of record in Instrument No. 2018-003683, of said Official Public Records, also being a northeasterly corner of said 101.7393 acre tract, for the **POINT OF BEGINNING** and northeasterly corner hereof;

**THENCE**, S41°19'10"E, along said right-of-way line, in part along the northeast line of said 101.7393 acre tract, and in part along the northeast line of said 99.2500 acre tract, a distance of 2229.72 feet to a 1/2-inch iron rod found at the northeast corner of a 103.15 acre tract conveyed to RUC Holdings LLC by deed of record in Instrument No. 2018-003682, of said Official Public Records, for the southeasterly corner of said 99.2500 acre tract and hereof;

**THENCE**, S48°50'07"W, leaving said right-of-way line, in part along the southeast line of said 99.2500 acre tract, and in part along the southeast line of said 101.7393 acre tract, also being the northwest line of said 103.15 acre tract, a distance of 3915.45 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set in the northeasterly line of said 464.83 tract, being the northwest corner of said 103.15 acre tract, for the southwesterly corner of said 101.7393 acre tract and hereof;

**THENCE**, with the northeasterly and southeasterly lines of said 464.83 acre tract and the southwesterly and northwesterly lines of said 101.7393 acre tract, the following two (2) courses and distances:

- N41°24'31"W, a distance of 2240.39 feet to a 1/2-inch iron rod found, for the northwesterly corner hereof;
- N48°59'28"E, a distance of 3918.99 feet to the **POINT OF BEGINNING**, and containing 200.989 acres (8,755,091 square feet) of land, more or less.

## PLAT NOTES:

1) NO PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 480055C0100E, FOR CALDWELL COUNTY, WITH AN EFFECTIVE DATE OF JUNE 19, 2012.

2) IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THIS PLAT, IN ACCORDANCE WITH PLAN AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY CALDWELL COUNTY, TEXAS, OF ROADS AND STREETS IN REAL ESTATE SUBDIVISIONS DOES OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION; ERECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS SPEED LIMIT AND STOP AND YIELD SIGNS, SHALL ALSO BE THE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF CALDWELL COUNTY.

CALDWELL COUNTY WILL ASSUME THE RESPONSIBILITY OF MAINTAINING THE ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, IF SAID PUBLIC INFRASTRUCTURE IS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS.

3) NO LOTS ARE TO BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER, WATER, ELECTRICITY, AND ROAD CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY.

4) DRAINAGE EASEMENTS: NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT FENCING THAT IS OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER. EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION, AT THAT OWNERS COST AND EXPENSE. RESPONSIBILITY FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HEREON IS LOT OWNER. BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF CALDWELL COUNTY. THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT. IN THE EVENT OF THE FAILURE OF LOT OWNER TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH, THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY.

5) BEFORE DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION PERMITTING ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY AND/OR STATE HIGHWAY CAN BEGIN, A DRIVEWAY PERMIT MUST BE OBTAINED FROM THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT AND/OR TXDOT.

6) EACH LOT SHALL BE SUBJECT TO A 15' WIDE PUBLIC UTILITY EASEMENT ADJACENT TO THE FRONT, SIDE AND REAR PROPERTY LINES.

7) UTILITY PROVIDERS:  
WATER: COUNTY LINE SPECIAL UTILITY DISTRICT  
WASTEWATER: ONSITE SEPTIC SYSTEM  
ELECTRICITY: BLUEBONNET ELECTRIC COOPERATIVE

8) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT CALDWELL COUNTY STANDARD.

9) BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83(2011), CENTRAL ZONE; THE BASIS OF ELEVATIONS SHOWN HEREON IS NAVD88(2012B).

10) THERE ARE 18,911 LINEAR FEET OF NEW STREETS.

11) LOTS 7 AND 8, BLOCK J, AND LOTS 1C AND 2C MAY NOT HAVE DRIVEWAYS ON FM 2720.

## CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM

2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.

3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.

4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.

5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS

KASI MILES, R.S. \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF SANITATION

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF CALDWELL §

THAT LANZOLA MHP3, LLC, BEING THE OWNER OF 200.989 ACRES OUT OF THE ELBERT HINES LEAGUE, ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS, BEING THOSE CERTAIN 99.25 ACRE AND 101.7393 ACRE TRACTS CONVEYED TO LANZOLA MHP3, LLC, BY DEEDS OF RECORD IN DOCUMENT NOS. 2020-001139 AND 2020-001140, RESPECTIVELY, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 200.989 ACRES OF LAND, TO BE KNOWN AS "LAS PRADERAS SUBDIVISION" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021, AD

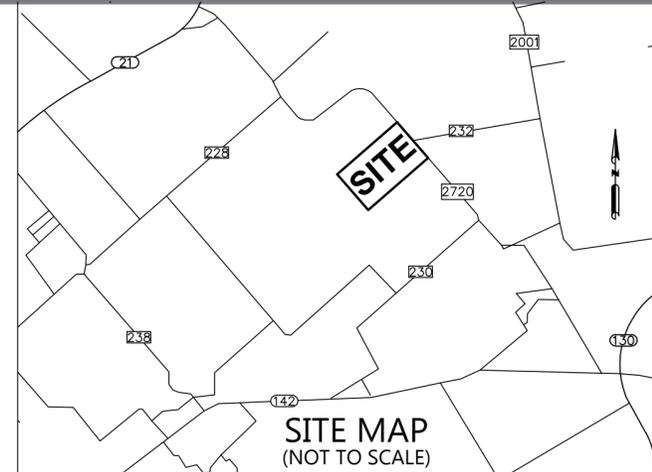
LANZOLA MHP3, LLC  
700 BARTON CREEK BOULEVARD  
AUSTIN, TX 78746

STATE OF TEXAS §  
COUNTY OF CALDWELL §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021, A.D.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS

NOTARY SIGNATURE AND DATE



## COUNTY LINE SPECIAL UTILITY DISTRICT

COUNTY LINE SPECIAL UTILITY DISTRICT, A PUBLIC WATER SYSTEM HOLDING RETAIL WATER CERTIFICATE OF CONVENIENCE NECESSITY NO. 10292, HAS SUFFICIENT CAPACITY AND ACCEPTABLE WATER QUALITY TO SERVE EACH LOT IN THIS SUBDIVISION.

DANIEL HEIDEMAN, GENERAL MANAGER  
COUNTY LINE SPECIAL UTILITY DISTRICT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, REY CEDILLOS, DO HEREBY CERTIFY THAT THE STREET AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLIES WITH THE SUBDIVISION REGULATIONS FOR CALDWELL COUNTY, AND THAT THE 100 YEAR FLOOD PLAIN IS AS SHOWN AND WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS, AS SHOWN HEREON.

REY CEDILLOS, P.E. NO. 47371 \_\_\_\_\_ DATE: \_\_\_\_\_  
CEDILLOS AND CO.  
FIRM # F-9159  
1010 LAND CREEK COVE,  
STE. 200 AUSTIN, TX 78746  
(512) 306-1322

## SURVEYOR'S CERTIFICATION:

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

THAT I, ABRAM C. DASHNER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, AND ALL EASEMENTS OF RECORD ARE SHOWN HEREON.

ABRAM C. DASHNER, RPLS NO. 5901 \_\_\_\_\_ DATE \_\_\_\_\_  
6448 E HWY 290, SUITE B-105  
AUSTIN, TEXAS 78723

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 or CALDWELL COUNTY, TEXAS

TERESA RODRIGUEZ  
COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET \_\_\_\_\_, AT SLIDE \_\_\_\_\_.

TERESA RODRIGUEZ  
COUNTY CLERK

SURVEYOR: ABRAM DASHNER RPLS, LLC  
6448 E. HWY 290 STE. B-105  
AUSTIN, TX 78723  
(512)244-3395

ENGINEER: CEDILLOS AND CO.  
1010 LAND CREEK COVE, STE. 200  
AUSTIN, TX 78746  
(512) 306-1322

REVISED: 2/14/2022

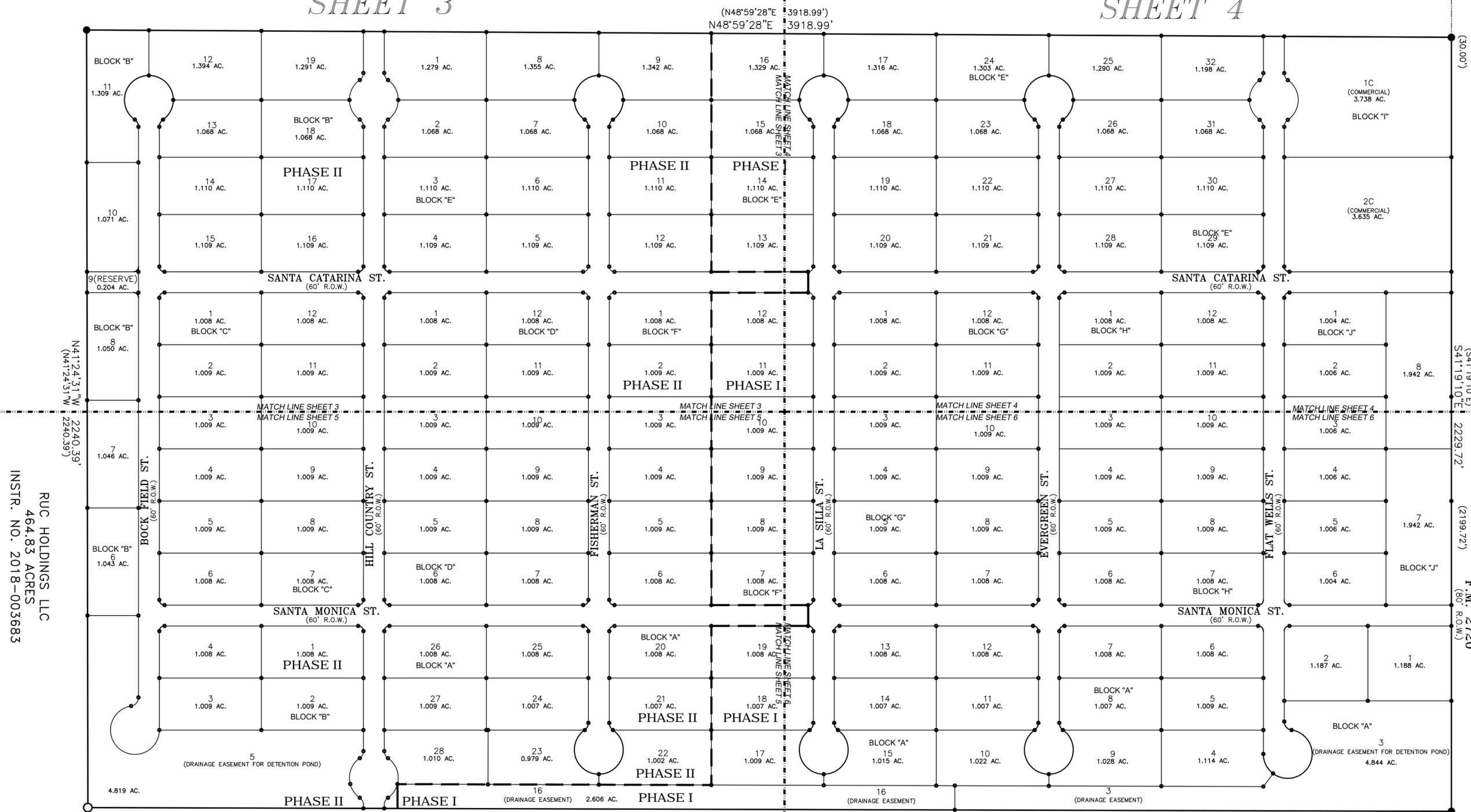
CHECKED BY:	
AD	
JOB NUMBER: 133-01	ISSUE DATE: 8/25/2021
SHEET:	
1 of 6	

**PRELIMINARY PLAT  
LAS PRADERAS SUBDIVISION**  
200.989 ACRES OUT OF THE ELBERT HINES LEAGUE,  
ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS  
**INDEX SHEET**

RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683

*SHEET 3*

*SHEET 4*



BOB WHITE RANCH PARTNERS  
LP  
93.3479 ACRES  
INSTR. NO. 2020-005485

FLOYD FRED NIEMAN ET AL  
205.69 ACRES  
INSTR. NO. 113184

C.R. 232 A.K.A. BOB WHITE RD  
(R.O.W. VARIES)

RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683

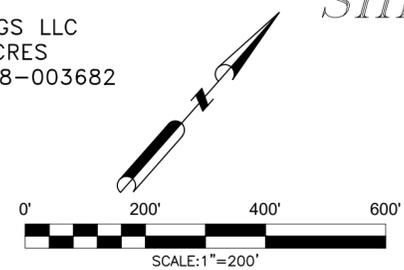
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*SHEET 5*

*SHEET 6*

- LEGEND**
- 1/2-INCH IRON ROD FOUND
  - ▲ NAIL FOUND
  - ▣ TXDOT TYPE I MONUMENT FOUND
  - 1/2-INCH IRON ROD WITH "DASHNER"
  - RPLS 5901" STAINLESS STEEL CAP SET
  - ( ) RECORD INFORMATION
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - R.O.W. RIGHT-OF-WAY

RUC HOLDINGS LLC  
103.15 ACRES  
INSTR. NO. 2018-003682



REVISED: 2/14/2022

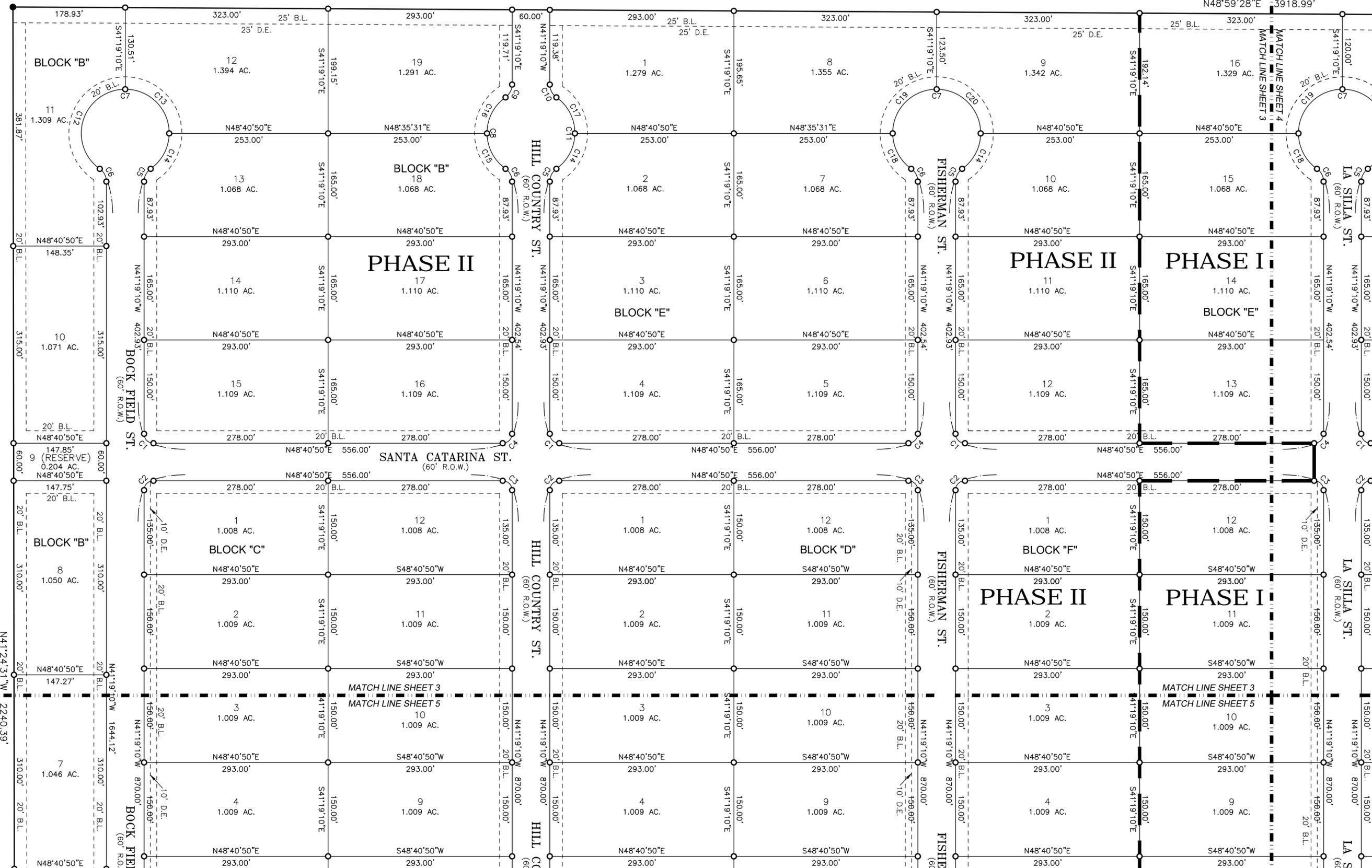
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JOB NUMBER: 133-01	ISSUE DATE: 8/25/2021
SHEET:	

FILE: T:\ABRAM DASHNER RPLS\133-01\133-01PP.DWG PLOTTED BY: CAD STATION 1 PLOTTED ON: 02/14/22 11:12:19 AM

# PRELIMINARY PLAT LAS PRADERAS SUBDIVISION

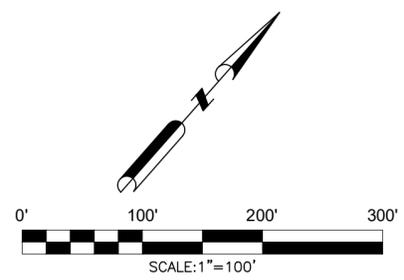
200.989 ACRES OUT OF THE ELBERT HINES LEAGUE,  
ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS

RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683



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REVISED: 2/14/2022	
CHECKED BY: AD	
JOB NUMBER: 133-01	ISSUE DATE: 8/25/2021
SHEET: <span style="font-size: 2em;">3</span> OF <span style="font-size: 2em;">6</span>	

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RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683

# PRELIMINARY PLAT LAS PRADERAS SUBDIVISION

200.989 ACRES OUT OF THE ELBERT HINES LEAGUE,  
ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS

RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683

P.O.B.  
N:13886236.074  
E:2362597.725

TBM "A"  
SPINDLE SET  
IN ASPHALT ROAD  
NAVD88(2012B)  
ELEV.=605.67'  
(30.00')

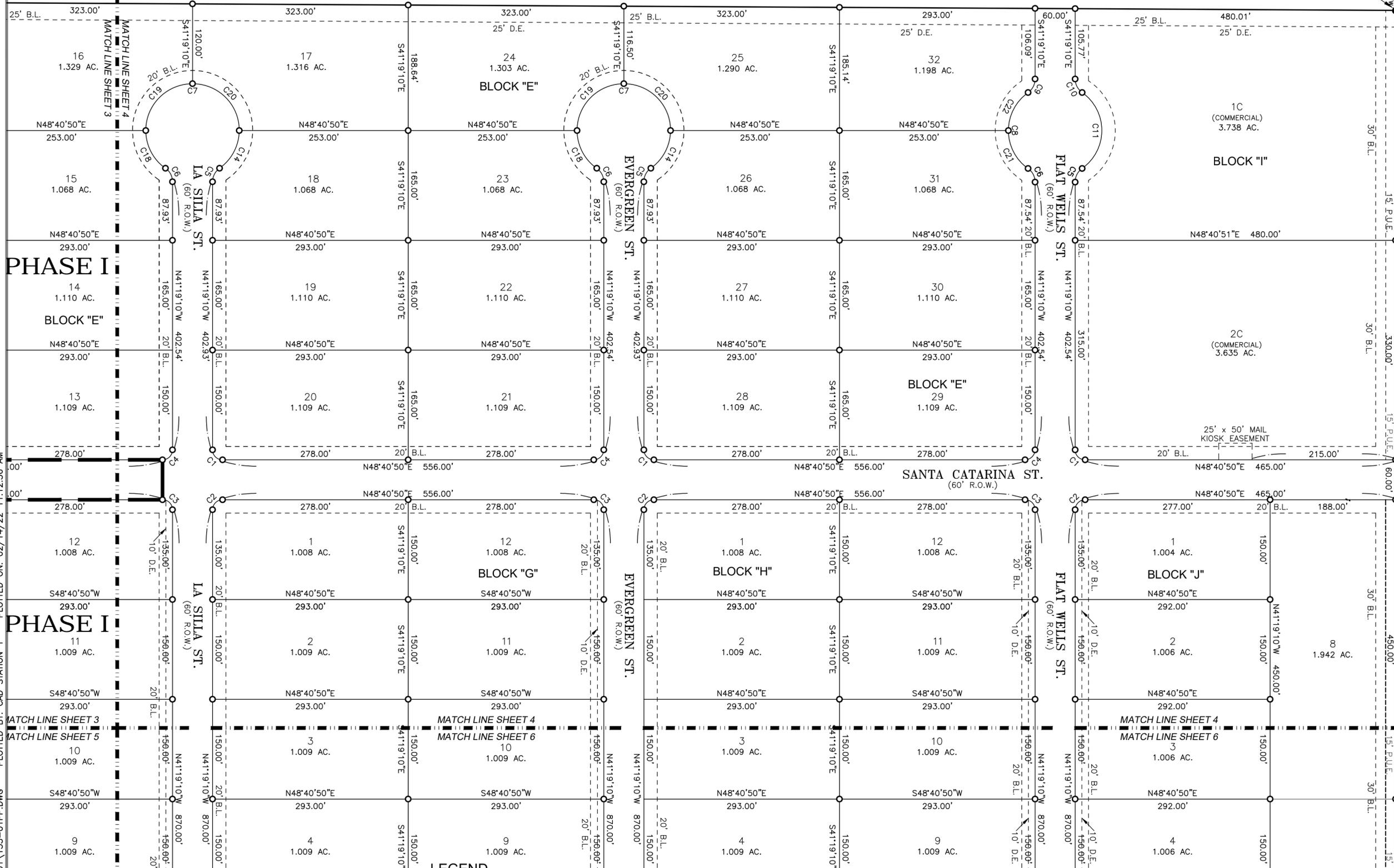
BOB WHITE RANCH PARTNERS LP  
93.3479 ACRES  
INSTR. NO. 2020-005485

C.R. 232 A.K.A.  
BOB WHITE RD  
(R.O.W. VARIES)

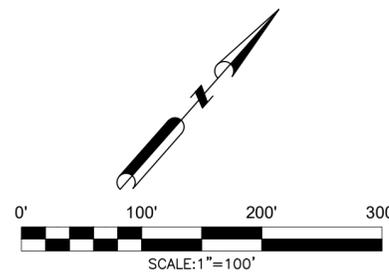
FLOYD FRED NIEMAN ET AL  
205.69 ACRES  
INSTR. NO. 113184

F.M. 2720  
(80' R.O.W.)  
2229.72'  
(2199)

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- LEGEND**
- 1/2-INCH IRON ROD FOUND
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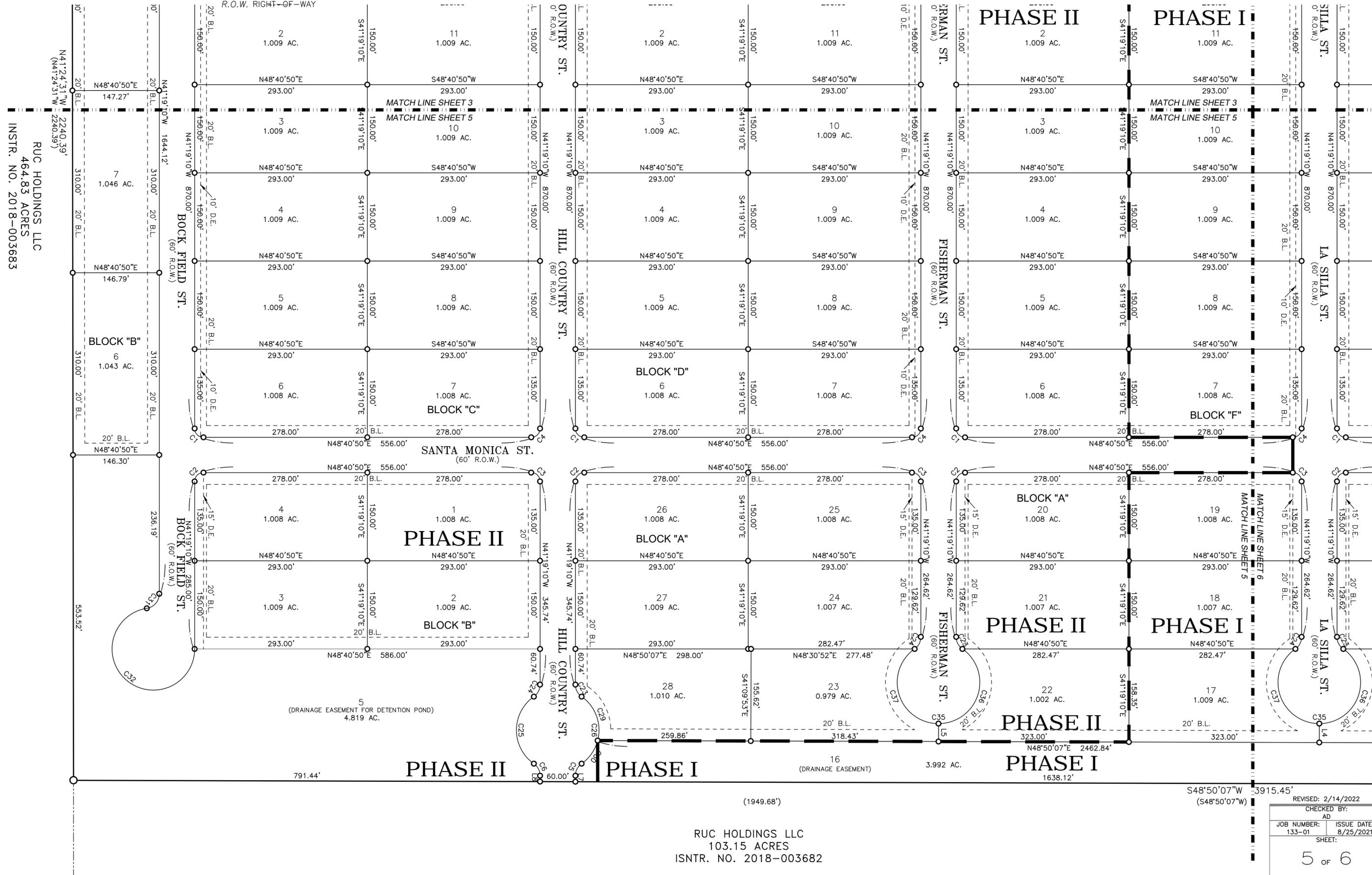
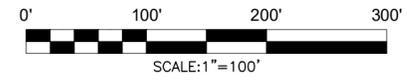
REVISED: 2/14/2022	
CHECKED BY: AD	
JOB NUMBER: 133-01	ISSUE DATE: 8/25/2021
SHEET: 4 OF 6	

# PRELIMINARY PLAT LAS PRADERAS SUBDIVISION

200.989 ACRES OUT OF THE ELBERT HINES LEAGUE,  
ABSTRACT NO. 123, SITUATED IN CALDWELL COUNTY, TEXAS

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RUC HOLDINGS LLC  
464.83 ACRES  
INSTR. NO. 2018-003683

RUC HOLDINGS LLC  
103.15 ACRES  
INSTR. NO. 2018-003682

REVISED: 2/14/2022	
CHECKED BY: AD	
JOB NUMBER: 133-01	ISSUE DATE: 8/25/2021
SHEET: <b>5</b> OF <b>6</b>	

FILE: T:\ABRAM DASHNER RPLS\133-01\133-01PP.DWG PLOTTED ON: 02/14/22 8:52:13 AM PLOTTED BY: CAD STATION 1

# CASHIER'S CHECK



9495027319

25-3

Date 04/23/2021

Void after 7 years

440

Remitter: LANZOLA MHP3, LLC

Pay To The Order Of: CALDWELL COUNTY

Pay: TWENTY THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00 CENTS

\*\* 23,550.00 \*\*

Drawn: JPMORGAN CHASE BANK, N.A.

*Reginald Chambers*

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH

Do not write outside this box

Memo: \_\_\_\_\_

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



⑈9495027319⑈ ⑆044000037⑆ 758661375⑈

**CALDWELL COUNTY SANITATION DEPT.**  
405 E. MARKET ST.  
LOCKHART, TEXAS 78644  
(512) 398-1803

7731  
DATE 4-29-21

RECEIVED FROM LANZOLA MHP3, LLC \$ 23,550.00  
Twenty-three thousand five hundred fifty DOLLARS ~~and no/xx~~  
 FOR pre-plant fees for las praderas

AMOUNT OF ACCOUNT	
THIS PAYMENT	23,550.00
BALANCE DUE	0

CASH  
 CH CK  
 CREDIT CARD  
 MONEY ORDER

BY Kasi L Miles *Thank You*



January 28, 2020

Alejandra Ruiz E.  
alejandra.ruiz@gedharmausa.com

RE: Installation of Underground and Overhead Electric Distribution Facilities for **200 Acres Lot at FM 2720**.

Dear **Mrs. Ruiz**,

We have received your inquiry regarding electric service for the proposed **200 Acres Lot at FM 2720** project. Bluebonnet Electric Cooperative, Inc. has determined that your project is in our certificated service territory, 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. We look forward to working with you to provide the electric service this project requires. We need the following items satisfied before we can proceed with our design and cost estimate:

1. A CAD (AutoCAD) file for all construction activity on the entire project.
2. An exclusive assignment (agreeable to us) for our facilities in either a 30' overhead or a 20' underground dedicated Bluebonnet Electric Cooperative Easement or a Public Utility Easement.
3. Your proposed construction schedule for all phases of this project.
4. A detailed electrical load analysis and Member Load Information Request Form is needed for all facilities to be served in all phases of this project.
5. Member shall create an account with Bluebonnet Electric for the person or entity responsible for paying any necessary fees or CIAC (Contribution in Aid of Construction) required for electric infrastructure for this project.

Please see the attached Bluebonnet Timeline Sheet for your project/job work progress and scheduling.

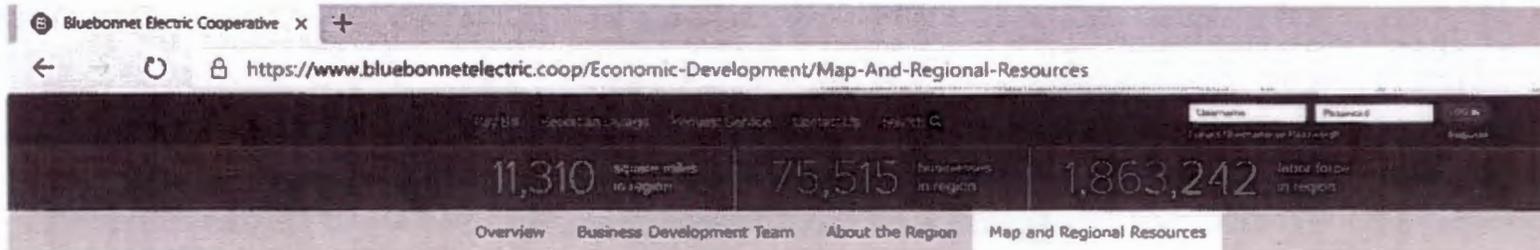
Bluebonnet Electric Cooperative shall at all times have complete ownership and control of any facilities we install and reserve the right to serve other customers from these facilities at any time.

Should you have any questions or need additional information, please give me a call at 888-622-2583, ext. 8648

Sincerely,

*Bill Scoggins*

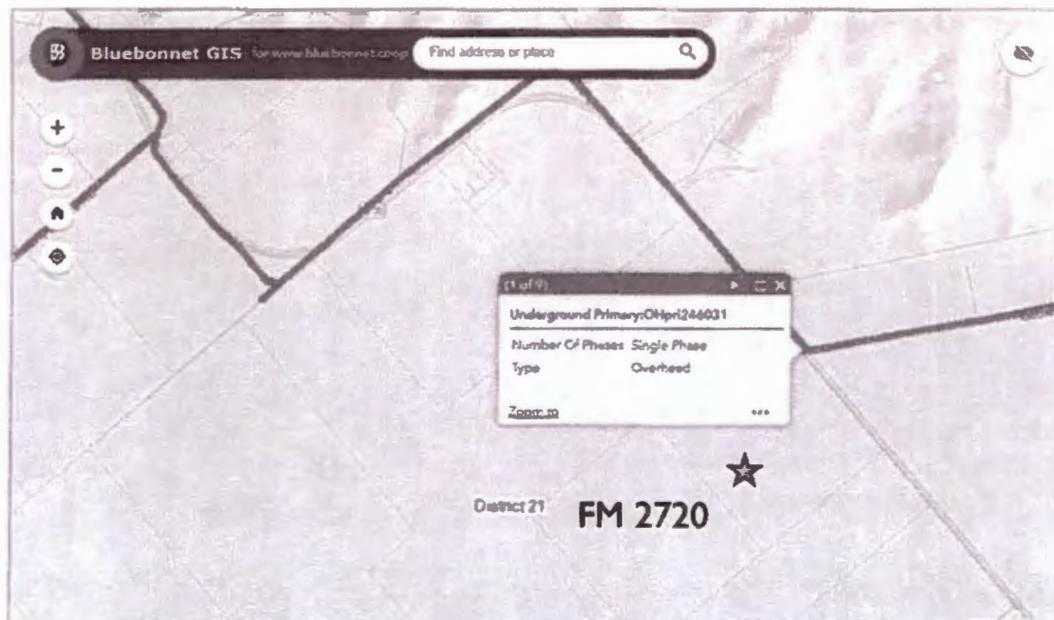
Bill Scoggins  
Sr. Project Coordinator



### Explore the Bluebonnet Service Area

Use our interactive Geographic Information System map and the links to regional economic resources below to get a detailed picture of the Bluebonnet region. The map covers everything from population densities to schools to daily traffic patterns. The map is currently optimized for Safari, Firefox and Internet Explorer browsers only. [Click here to view the GIS Map in full screen.](#)

ENERGY SYSTEM BY  
BLUEBONNET  
IN FRONT OF THE PROPERTY





**HEADQUARTERS**

307 Saint Lawrence St.  
Gonzales, TX 78629  
Phone: 830.672.7546

**CENTRAL TEXAS OFFICE**

205 Cimarron Park Loop, Ste B  
Buda, TX 78610  
Phone: 512.312.4336

June 26, 2020

Mr. Daniel Heideman  
County Line Special Utility District  
131 S. Camino Real  
Uhland, Texas 78640

RE: Praderas Ranch (Bock Property)  
146 Single Family Units & 4 Commercial Lots (196 LUEs)  
SWE Project No. 0017-900-00

Dear Daniel:

We have completed our preliminary review of the above referenced development that is located along FM 2720 and across from Bobwhite Road. The preliminary plan suggest that the subdivision will consists of 146 residential lots and 4 commercial lots. The Developer indicated by email that they are requesting 50 LUEs for the 4 commercial lots, which will bring the total for the development to 196 LUEs.

County Line SUD currently has no water lines along FM 2720 fronting the proposed development. There is a 6-inch line and 3-inch water line along FM 2720 but ends prior to Ponderosa Drive. Our records indicated the existing 6-inch and 3-inch water line serve approximately 55 connections and would have enough capacity to serve the proposed development. The District Service indicates that subdivisions are responsible for a minimum water line size of 6-inch for line extension; however, the hydraulic computer model indicated pressure deficiencies when serving the development with a 6-inch water line. The line extension will need to be an 8-inch water line instead to provide at least 35-psi of pressure at peak demand. The proposed water lines were not analyzed for fire flow.

The proposed development appears to be located in Caldwell County ESD #2 jurisdiction. At this time, there is no code that specifies a particular fire flow requirement. The District Service Policy indicates that fire hydrants be placed within 500 feet of lots.

The Developer would be required to extend an 8-inch waterline from the existing 6-inch water line to and across the proposed development. The proposed water line extension will be approximately 14,700 linear feet and have an estimated construction cost of \$343,000 and a total cost of approximately \$539,000 including contingencies. The Developer will be responsible of cost of easement acquisition. An estimated cost breakdown for the offsite improvements is enclosed.

If the project moves forward, County Line SUD should consider upsizing the line extensions along FM 2720. It is suggested that the proposed water lines be upsized to a 12-inch.

Before receiving water service, the Developer will need to enter into a non-standard service agreement with County Line SUD. This will delineate the costs associated with offsite improvements, capital contributions, water reservation fees and any other required matters. The Developer will need to provide construction plans of the onsite water infrastructure for County Line SUD's review and approval.

Should you have any questions or need further assistance, please call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Kallus", written in a cursive style.

Jeff J. Kallus, P.E.



**County Line S.U.D.**  
**Preliminary Cost Estimate for Praderas Ranch**  
**8-Inch Water Line Extension**  
**6/25/2020**

Preliminary Construction Cost					
No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	8" C909 PVC Water Line	15,100	L.F.	\$20.00	\$302,000.00
2	8" C900RJ PVC Water Line	80	L.F.	\$30.00	\$2,400.00
3	14" BSC	60	L.F.	\$150.00	\$9,000.00
4	Base Repair	40	L.F.	\$25.00	\$1,000.00
5	8" Gate Valve	5	E.A.	\$1,200.00	\$6,000.00
6	8" Mechanical Joint Restraint	30	E.A.	\$125.00	\$3,750.00
7	Fire Hydrant Assembly	3	E.A.	\$3,500.00	\$10,500.00
8	Water Line Tie-Ins	1	E.A.	\$1,500.00	\$1,500.00
9	Misc. Ductile Iron Fittings	0.3	TON	\$7,500.00	\$2,250.00
10	Erosion Control Measures	1	L.S.	\$5,000.00	\$5,000.00
<b>Preliminary Construction Cost</b>					<b>\$343,400.00</b>
Preliminary Non-Construction Cost					
No.	Task	Cost			
1	Engineering Design	\$35,000.00			
2	Survey	\$10,000.00			
3	Storm Water Pollution Prevention Plan	\$2,000.00			
4	Easement/ Land Acquisition Agent Fees	\$64,000.00			
5	Easement/ Land Acquisition	\$35,000.00			
6	Contingency	\$50,000.00			
<b>Preliminary Non-Construction Costs</b>					<b>\$196,000.00</b>
Total Project Preliminary Cost					
Subtotal Construction Costs					\$343,400.00
Subtotal Non-Construction Costs					\$196,000.00
<b>Total Project Preliminary Cost Estimate</b>					<b>\$539,400.00</b>



*Jeff J. Kallus*  
6/26/2020



# Caldwell County Development Application



## Date Submitted

## Type of Application

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

## Application Contacts

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

LANZOLA MHP3, LLC  
700 BARTON CREEK BLVD.  
AUSTIN TX. 78746

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

AFFORDABLE URBAN DEVELOPERS, LLC  
700 BARTON CREEK BLVD.  
AUSTIN TX 78746

ALEJANDRA RUIZ ESPARZA F.  
(512)905-0789  
alejandra.ruiz@lanzola.com

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

ALEJANDRA RUIZ ESPARZA F.  
(512)905-0789  
alejandra.ruiz@lanzola.com

**4. Consultants (\*If applicable)**

**Licensed Professional Engineer\*:**

REY CEDILLOS P.E.  
1010 LAND CREEK COVE  
AUSTIN TX 78746  
(512) 363-6801  
reycedillos@aol.com

**Registered Professional Land Surveyor\*:**

Abram Dashner, RPLS, LLC  
rpls5901@gmail.com  
info@crichtonandassociates.com  
512-905-4369  
TBPLS Firm No. 10194420  
6448 E HWY 290 SUITE B-105  
AUSTIN TX 78723

**Registered Sanitarian\*:**

REY CEDILLOS P.E.  
1010 LAND CREEK COVE  
AUSTIN TX 78746  
(512) 363-6801  
reycedillos@aol.com

**Geoscientists\*:**

Gidar E. Debessai  
Geotechnical Project Manager  
Terradyne LLC 8906 Wall Street, Suite 505  
Austin, Texas 78754  
Office: 512-252-1218      Mobile:737-207-0743

# Application Questionnaire

Property Address (or approximate location)

FM2720 & BOBWHITE (CR230) CALDWELL COUNTY

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

ELBERT HINES LEAGUE SURVEY, ABS 123, ACRES 99.25 & 101.739 CALDWELL COUNTY T

Parcel Tax ID Number

15065 & 15066 GEO ID 0200 123-106-000-00

Caldwell County Precinct Number

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

Located in City ETJ:

- Yes, City Name: LOCKHART
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: COUNTY LINE SPECIAL UTILITY DISTRICT.

Anticipated wastewater system in the development

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

## Project Description

SUBDIVISION OF 147 LOTS OF 1 ACRE AVERAGE  
AND 2 COMMERCIAL LOTS OF 3.6 ACRES  
2 PONDS AND 1 CONNECTION CHANNEL

TOTAL 152 LOTS

# Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

"LAS PRADERAS"

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

Total Acreage of Subject Property

99.25+101.74= 200.99 ACRES

Total Proposed Residential Lots

147 LOTS , 2 PONDS, 1 CHANNEL LOT

Total Proposed Commercial Lots

2 LOTS

Type of Construction

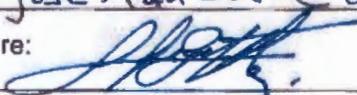
NEW MANUFACTURED HOMES

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: LANZOLA MHP3, LLC Phone Number: (512) 905-0789
- Applicant Name: ALEJANDRA RUIZ Phone Number: (512) 905-0789
- Owner Email: jose.landa@darmacapital.com
- Owner Signature: 

14-17
DATE
BY
CHECKED
APPROVED
SCALE

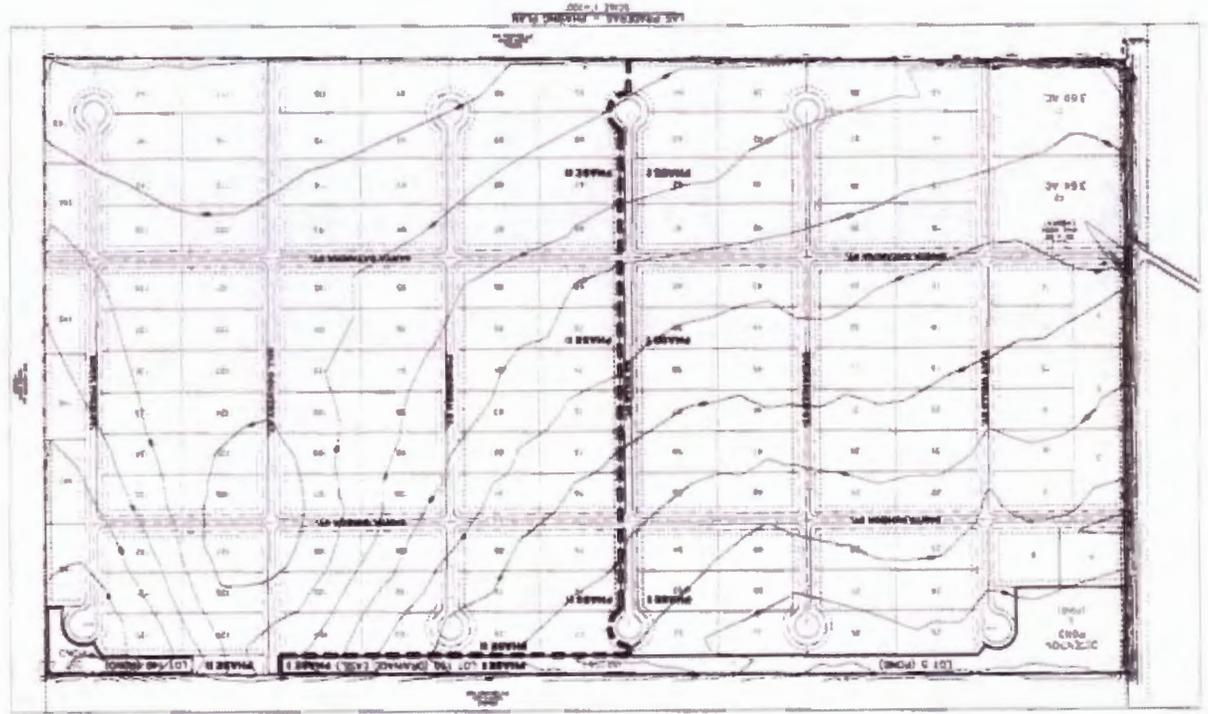
**SITE DEVELOPMENT PLANS FOR  
LAS PRADERAS  
FM 2720 & ROSSWITZ ROAD  
CALDWELL COUNTY, TEXAS 78044**

**PHASING PLAN**

**Coatlines & Company**  
Civil/Environmental Consulting Engineers  
1111 W. 14th Street, Suite 200  
Waco, Texas 76798



NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
NO. 6
NO. 7
NO. 8
NO. 9
NO. 10
NO. 11
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NO. 85
NO. 86
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NO. 90
NO. 91
NO. 92
NO. 93
NO. 94
NO. 95
NO. 96
NO. 97
NO. 98
NO. 99
NO. 100



**LOT INFORMATION**

147 RESIDENTIAL LOTS @ 1/2 ACRE (71)

2 COMMERCIAL LOTS (2) - (C1)

2 DETENTION POND LOTS (LOT 9 AND LOT 100)

1 DRAINAGE EASEMENT LOT (LOT 100)

PHASE I = 85,503 AC

PHASE II = 100,000 AC

--- EASEMENT LINE

--- PHASE LINE

NOT TO SCALE

DATE: 11/11/11

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

**LAS PRADERAS SUBDIVISION  
Caldwell County, Texas**

**SUBDIVISION PLAN  
ENGINEERING REPORT**

Prepared for

Lanzola MHP3, LLC  
700 Barton Creek Blvd.  
Austin, Texas 78746

Prepared by

Rey Cedillos, P.E.  
Cedillos & Company  
P.O. Box 50362  
Austin, Texas 78763

December 2020



**LAS PRADERAS SUBDIVISION  
SUBDIVISION PLAN  
ENGINEERING REPORT**

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<b>2.0</b>	<b>GENERAL SITE INFORMATION</b>
<b>3.0</b>	<b>DRAINAGE</b>
<b>4.0</b>	<b>DETENTION</b>
<b>5.0</b>	<b>WATER QUALITY</b>
<b>6.0</b>	<b>WATER SERVICE</b>
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<b>8.0</b>	<b>EROSION CONTROLS</b>
<b>9.0</b>	<b>SOILS ASSESSMENT</b>
<b>10.0</b>	<b>CONCLUSION</b>

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**APPENDIX B - SUBDIVISION PLAN**

**APPENDIX C - FLOOD PLAIN MAP**

**APPENDIX D - EXISTING AND PROPOSED DRAINAGE CONDITIONS**

**APPENDIX E - HEC-RAS RUNS**

**APPENDIX F - DETENTION PONDS**

**APPENDIX G - WATER SERVICE PLAN**

**APPENDIX H - SOILS INFORMATION**

LAS PRADERAS SUBDIVISION  
SUBDIVISION PLAN  
ENGINEERING REPORT

1.0 INTRODUCTION

The Las Praderas Subdivision consists of 147 residential lots and 2 commercial lots on 200.99 acres located southwest of the intersection of FM 2720 and Bobwhite Road in Caldwell County. Reference Location Map in Appendix A. The legal description is a 101.7393 acre tract of land out of the Elbert Hines League, Abstract Number 123, conveyed to the Edgar A. Bock Field Family Limited Partnership as Tract Three and Tract Four by deed recorded in instrument No. 122471 of the official public records, Caldwell County, Texas with a total area of 200.99 acres. All the lots will be a minimum of ½ acres. Streets are being dedicated to the County for R.O.W. Water will be provided by County Line Special Utility District. There is an existing abandoned water wells on the site. Wastewater service will be provided by individual OSSF. This report and the proposed plat have been prepared to meet the subdivision requirements of Caldwell County for single family mobile home subdivisions.

2.0 GENERAL SITE INFORMATION

The proposed subdivision contains approximately 200.99 acres and is located within the Boggy Creek watershed. The subject site is not located within the Edwards Aquifer Recharge Zone. The property is proposed for subdivision into single-family lots and commercial lots. Detention will be provided for the subdivision located in a designated lot. The proposed subdivision plan is included in Appendix B. This use is consistent with the surrounding development in the area. This property is currently undeveloped.

### 3.0 DRAINAGE

On-site Drainage Area 1 (DA-1) and Drainage Area (DA-2) drain to a proposed detention ponds through sheet flow and a proposed channel along the east property line. Drainage Area (DA-3) drains to another detention pond located on the southeast corner of the property. There is no offsite drainage area drainage affecting the site. Reference Exhibit B. The proposed subdivision is not in a floodplain zone as shown on the Federal Insurance Rate Map No. 48055C0100E, dated June 19, 2012. Appendix C is the flood plain map. Existing and proposed drainage conditions are included in Appendix D.

### 4.0 DETENTION

The subdivision will be developed as single-family lots with two commercial lots. Since the property is currently undeveloped, there will be an increase in storm water runoff from existing conditions. The existing and proposed fully developed condition HEC-RAS runoff calculations are included in Appendix E. The proposed development will include two on-site detention ponds designed to meet the requirements of Caldwell County. The fully developed condition storm water runoff flows will be determined for this site based on the City of Austin's Drainage Manual. Flows for the 2-year, 10-year, 25-year and 100-year frequency design storms were calculated to provide detention of any increase in the peak flows. The detention pond layout is included in Appendix F.

### 5.0 WATER QUALITY

This property is located entirely within Caldwell County. This project does not include water quality treatment. All construction associated with this subdivision will be in conformance with applicable Caldwell County regulations

### 6.0 WATER SERVICE

Water service for the subdivision will be provided by County Line Special Utility

District. A proposed 12-inch water line will be constructed on FM 2720 to serve the development. An 8-inch water line with fire hydrants spaced as required is proposed for service to the subdivision. The lots will be metered individually. Appendix G includes the water service plan.

#### 7.0 WASTEWATER SERVICE

Wastewater service for the subdivision will be provided by On-site Sanitary Facilities (OSSF) that will be permitted through Caldwell County. Each lot will obtain its own permit for construction.

#### 8.0 EROSION CONTROLS

As indicated previously, this property is currently undeveloped. All subdivision improvements will require the use of silt fence and a stabilized construction entrance as temporary erosion control measures during construction. Permanent erosion controls for redevelopment will consist of the revegetation of the disturbed areas of the site as required by Caldwell County and the permanent detention pond.

#### 9.0 SOILS ASSESSMENT

According to a Custom Soil Report for Bastrop County, Texas, issued by the United States Department of Agriculture and the Natural Resources Conservation Service, the tract lies on Branyon Series soils. The Branyon soils are the Branyon Clay, 0 to 1 percent slopes (BrA) and the Branyon Clay, 1 to 3 percent slopes (BrB). These soils have the following representative profile. The surface layer is dark brown clay loam about 12 inches thick over very dark brown clay about 72 inches thick. See attached custom soil report in Appendix H.

There are no critical environmental features that have been identified on the property. No bluffs, springs or significant point recharge features have been identified on the tract. The site is currently undeveloped

10.0 CONCLUSION

The submittal package accompanying this report along with the information contained in this report meet the Bastrop County requirements for preliminary plan and final subdivision plats.

**APPENDIX A – LOCATION MAP**



**LOCATION MAP  
LAS PRADERAS**

**Cedillos & Company**  
Civil/Environmental Consulting Engineers

TEXAS FIRM REGISTRATION NO. F-9159  
P.O. BOX 50362 - Austin, Texas - 78763  
(512) 308-1322 (Phone)

**APPENDIX B – SUBDIVISION PLAN**



**APPENDIX C – FLOOD PLAIN MAP**

# National Flood Hazard Layer FIRMette



97°45'34"W 29°55'43"N



1:6,000 Digital National Map Imagery: Data refreshed October, 2020

0 250 1,000 1,500 2,000 Feet 1:6,000

97°44'57"W 29°55'12"N

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |   |
|------------------------------------|---|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  | <ul style="list-style-type: none"> <li>Without Base Flood Elevation (BFE)</li> <li>With BFE or Depth Zone AE, AO, AH, VE, A</li> <li>Regulatory Floodway</li> </ul>   |
| <b>OTHER AREAS OF FLOOD HAZARD</b> | <ul style="list-style-type: none"> <li>0.2% Annual Chance Flood Hazard, A</li> <li>of 1% annual chance flood with average depth less than one foot or with drain areas of less than one square mile</li> <li>Future Conditions 1% Annual Chance Flood Hazard</li> <li>Area with Reduced Flood Risk due to Levee. See Notes.</li> <li>Area with Flood Risk due to Levee</li> </ul> |
| <b>OTHER AREAS</b>                 | <ul style="list-style-type: none"> <li>NO SCREEN Area of Minimal Flood Hazard</li> <li>Effective LOMRs</li> <li>Area of Undetermined Flood Hazard</li> </ul>  |
| <b>GENERAL STRUCTURES</b>          | <ul style="list-style-type: none"> <li>Channel, Culvert, or Storm Sewer</li> <li>Levee, Dike, or Floodwall</li> </ul>   |
| <b>OTHER FEATURES</b>              | <ul style="list-style-type: none"> <li>20.2 Cross Sections with 1% Annual Chance Water Surface Elevation</li> <li>17.5 Coastal Transect</li> <li>Base Flood Elevation Line (BFE)</li> <li>Limit of Study</li> <li>Jurisdiction Boundary</li> <li>Coastal Transect Baseline</li> <li>Profile Baseline</li> <li>Hydrographic Feature</li> </ul>                                     |
| <b>MAP PANELS</b>                  | <ul style="list-style-type: none"> <li>Digital Data Available</li> <li>No Digital Data Available</li> <li>Unmapped</li> </ul>   |



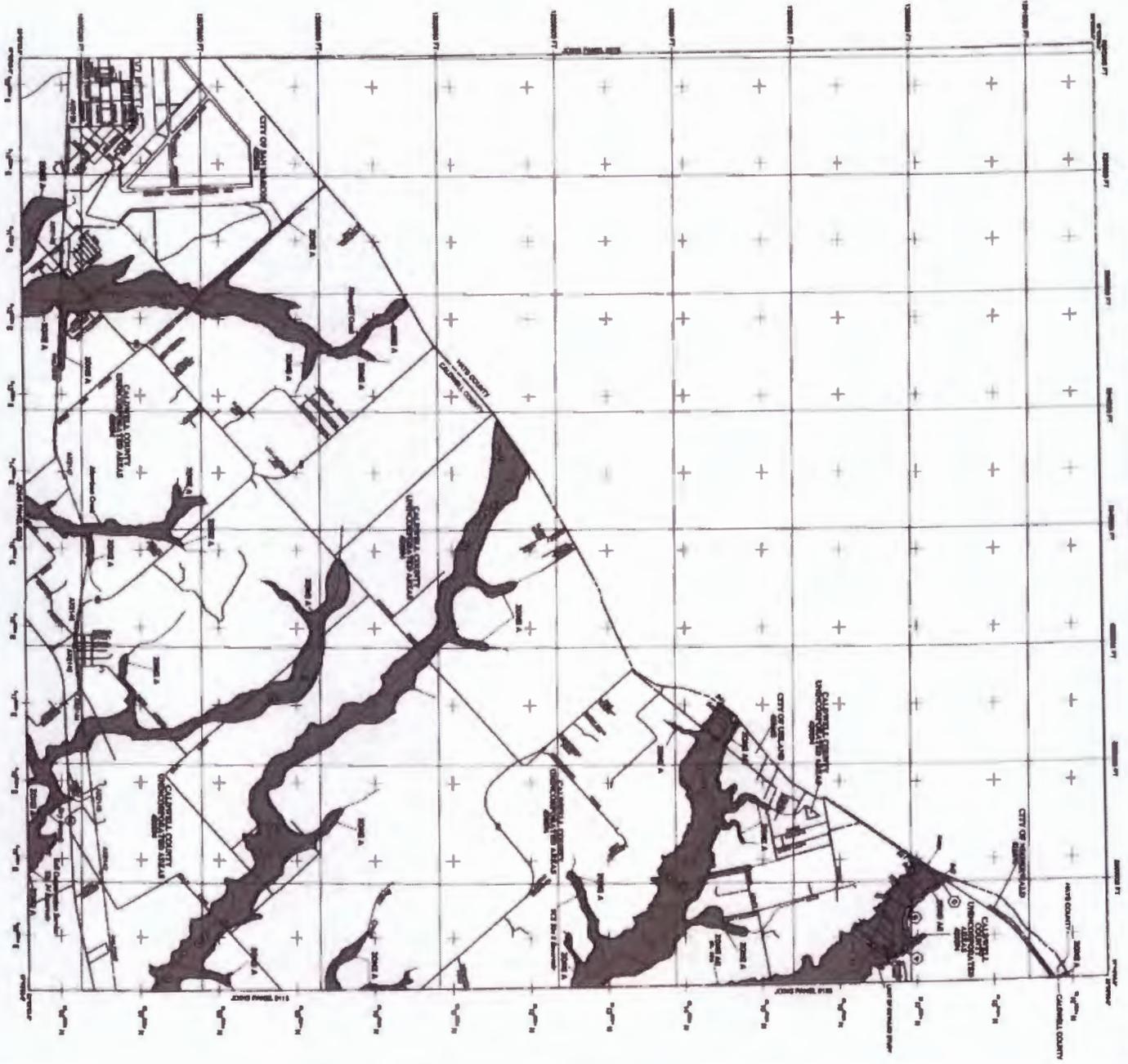
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/28/2020 at 7:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas may not be used for regulatory purposes.

**NOTES TO USER:**

The map is a representation of the actual conditions of the property and is not intended to be used as a legal document. The user should consult the appropriate authorities for the legal description of the property and the applicable laws and regulations. The map is provided for informational purposes only and does not constitute a warranty or guarantee of any kind. The user should consult the appropriate authorities for the legal description of the property and the applicable laws and regulations. The map is provided for informational purposes only and does not constitute a warranty or guarantee of any kind.



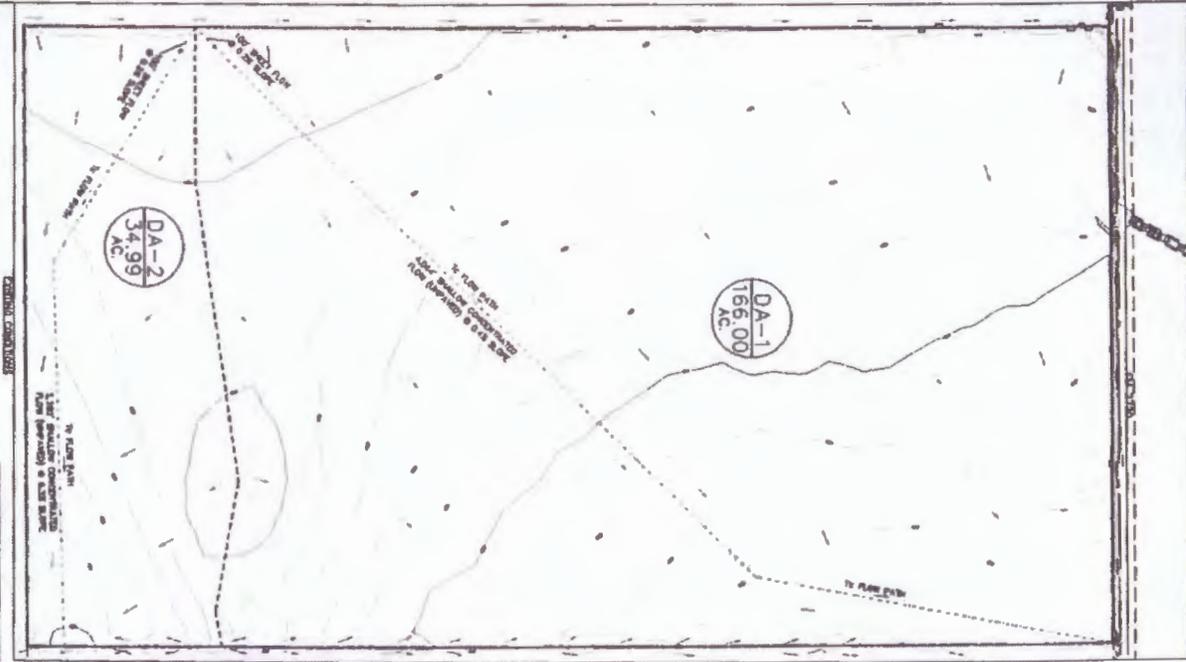
**LEGEND**

- 1. **ESCALATING RISK AREA (Zones A, B)** - Areas where the risk of flooding is increasing due to changes in land use, population, or other factors.
- 2. **Zone A** - Areas with a moderate risk of flooding.
- 3. **Zone B** - Areas with a high risk of flooding.
- 4. **Other Risk Areas** - Areas with a low risk of flooding.
- 5. **Insurance Companies** - Locations of various insurance companies and their service areas.
- 6. **Scale** - A scale bar indicating distances in miles and kilometers.
- 7. **Map Title** - The title of the map, 'FIRM FLOOD INSURANCE RATE'.
- 8. **Map Information** - Additional information about the map, including the date of publication and the publisher's name.

**FIRM FLOOD INSURANCE RATE**  
**CALDWELL COUNTY, TEXAS**  
**AND INCORPORATED AREAS**

Map of Caldwell County, Texas, showing flood insurance rates and incorporated areas. The map includes a scale bar and a legend. The publisher is the Federal Emergency Management Agency (FEMA).

**APPENDIX D - EXISTING AND PROPOSED DRAINAGE CONDITIONS**



**HYDROLOGICAL DATA**

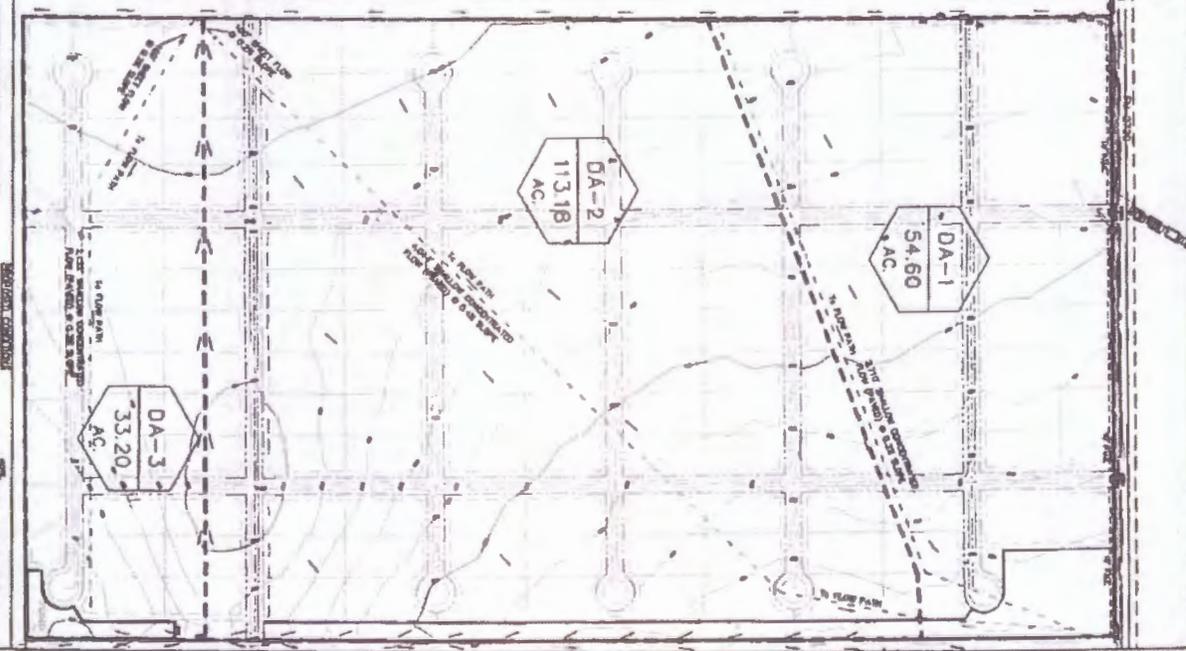
NO.	AREA (AC)	PERCENT IMPERVIOUS	TIME OF CONCENTRATION (MIN)	COEFFICIENT OF PEAK ADJUSTMENT	PEAK FLOW (CFS)	PEAK FLOW (MGD)
1	166.00	0.00	15	0.85	100	1.4
2	34.99	0.00	15	0.85	40	0.5
3	113.18	0.00	15	0.85	130	1.8
4	54.60	0.00	15	0.85	60	0.8
5	33.20	0.00	15	0.85	40	0.5
<b>TOTAL</b>	<b>302.97</b>	<b>0.00</b>	<b>15</b>	<b>0.85</b>	<b>370</b>	<b>5.0</b>

**HYDROLOGICAL DATA**

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**HYDROLOGICAL DATA**

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**TABLE OF CONCENTRATIONS**

NO.	AREA (AC)	PERCENT IMPERVIOUS	TIME OF CONCENTRATION (MIN)	COEFFICIENT OF PEAK ADJUSTMENT	PEAK FLOW (CFS)	PEAK FLOW (MGD)
1	166.00	0.00	15	0.85	100	1.4
2	34.99	0.00	15	0.85	40	0.5
3	113.18	0.00	15	0.85	130	1.8
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**SITE DEVELOPMENT PLANS FOR LAS PRADERAS**  
 FM 2720 & BOBWHITE ROAD  
 CALDWELL COUNTY, TEXAS 78644

**EXISTING AND PROPOSED DRAINAGE**

**Cedillos & Company**  
 Civil/Environmental Consulting Engineers

2000 FM 2720, Suite 100, Caldwell, TX 78644  
 512-281-1200

**APPENDIX E – HEC-RAS RUNS**

**Las Praderas Subdivision**

**HEC-HMS RESULTS  
SUMMARY**

	2-YEAR			10-YEAR			25-YEAR			100-YEAR		
	EXISTING Q (cfs)	PROPOSED Q (cfs)	Δ Q (cfs)									
DA-1	105.7	43.0		249.4	95.5		366.5	138.0		592.9	219.9	
DA-2	28.2	78.1		66.2	173.8		97.1	239.1		156.8	400.8	
DA-3		30.6			67.8			97.9			155.9	
POND-A		66.1			157.2			242.4			390.0	
JUNCTION-1		102.0	-3.7		230.2	-19.2		356.3	-10.2		585.5	-7.4
POND-B		27.9	-0.3		62.4	-3.8		95.8	-1.3		154.4	-2.4

**POND A**

	2-YEAR	10-YEAR	25-YEAR	100-YEAR
OUTFLOW ALLOWED	105.70	249.40	366.50	592.90
TOTAL OUTFLOW	102.00	230.20	356.30	585.50

**POND B**

	2-YEAR	10-YEAR	25-YEAR	100-YEAR
OUTFLOW ALLOWED	28.20	66.20	97.10	156.80
TOTAL OUTFLOW	27.90	62.40	95.80	154.40

## Las Praderas Subdivision

<b>POND-A VOLUME</b>					
<b>CONTOUR ELEVATION (ft)</b>	<b>AREA (ft<sup>2</sup>)</b>	<b>AVERAGE AREA</b>	<b>VOLUME (incremental) (ft<sup>3</sup>)</b>	<b>VOLUME (cummulative) (ft<sup>3</sup>)</b>	<b>AREA (Ac-Ft)</b>
594.50	0	0.00	0	0	0.00000
595.00	40,890	20,445.00	10,223	10,223	0.23512
595.50	151,453	96,171.50	48,086	58,308	1.34109
596.00	176,255	163,854.00	81,927	140,235	3.22541
596.50	200,803	188,529.00	94,265	234,500	5.39349
597.00	225,520	213,161.67	106,581	341,081	7.84485

<b>POND-B VOLUME</b>					
<b>CONTOUR ELEVATION (ft)</b>	<b>AREA (ft<sup>2</sup>)</b>	<b>AVERAGE AREA</b>	<b>VOLUME (incremental) (ft<sup>3</sup>)</b>	<b>VOLUME (cummulative) (ft<sup>3</sup>)</b>	<b>AREA (Ac-Ft)</b>
599.00	0	0.00	0	0	0.00000
599.50	25,741	12,870.50	6,435	6,435	0.14801
600.00	45,550	35,645.50	17,823	24,258	0.55793
600.50	46,981	46,265.50	23,133	47,391	1.08999
601.00	51,945	49,463.00	24,732	72,122	1.65881

IC. CALCS. OUTFLOW CONTROL

**Pond-A Outflow Control Device Summary:**

	in	ft	Area, s.f.	Number	FL Elev	Coefficient
Orifice(s)	12.0	1.00	3.000	6	594.50	0.6
Weir	1200.0	100.00	100.00	1	596.00	3.0

1' x 3' opening

					HEC-HMS	
Event	Elev	Surf. Area (sf)	Cum Vol(cf)	Vol(ac-ft)	Outflow Tot.	Allowable Outflow
	594.50	0	0	0.00		
	595.00	40,890	10,223	0.23		
<b>2</b>	<b>595.6</b>	<b>122,109</b>	<b>67,160</b>	<b>1.54</b>	<b>102.00</b>	<b>105.70</b>
	596.00	176,255	118,795	2.73		
<b>10</b>	<b>596.3</b>	<b>216,864</b>	<b>177,763</b>	<b>4.08</b>	<b>230.20</b>	<b>249.40</b>
<b>25</b>	<b>596.6</b>	<b>257,474</b>	<b>248,914</b>	<b>5.71</b>	<b>356.30</b>	<b>366.50</b>
<b>100</b>	<b>596.9</b>	<b>311,620</b>	<b>334,278</b>	<b>7.67</b>	<b>585.50</b>	<b>592.90</b>
	597.00	225,520	361,135	8.29		

**Pond-B Outflow Control Device Summary:**

	in	ft	Area, s.f.	Number	FL Elev	Coefficient
Orifice(s)	12.0	1.00	1.000	10	599.00	0.6
Weir	840.0	70.00	43.40	1	600.38	3.0

1' x 1' opening

					HEC-HMS	
Event	Elev	Surf. Area (sf)	Cum Vol(cf)	Vol(ac-ft)	Outflow Tot.	Allowable Outflow
	599.00	0	0	0.00		
<b>2</b>	<b>599.8</b>	<b>44,271</b>	<b>17,708</b>	<b>0.41</b>	<b>27.90</b>	<b>28.20</b>
	600.00	45,550	24,258	0.56		
<b>10</b>	<b>600.5</b>	<b>48,748</b>	<b>47,832</b>	<b>1.10</b>	<b>62.40</b>	<b>66.20</b>
<b>25</b>	<b>600.7</b>	<b>50,027</b>	<b>60,142</b>	<b>1.38</b>	<b>95.80</b>	<b>97.10</b>
<b>100</b>	<b>601.0</b>	<b>51,945</b>	<b>73,006</b>	<b>1.68</b>	<b>154.40</b>	<b>156.80</b>
	601.00	51,945	72,122	1.66		

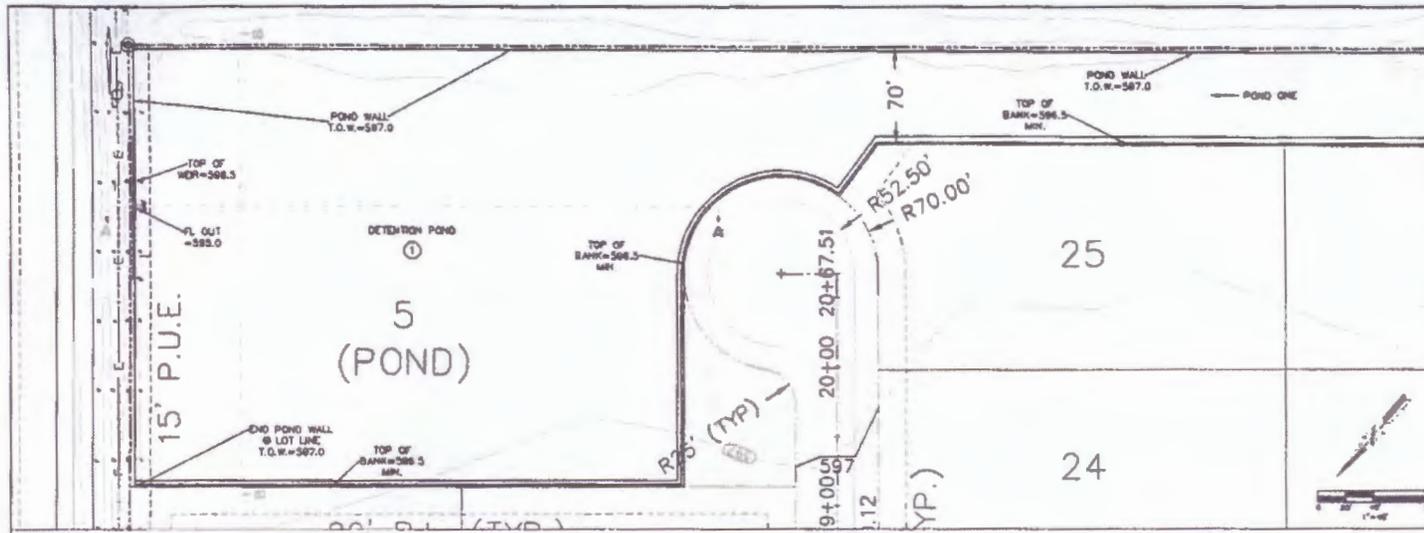
K. CALCS OUTFLOW CONTROL

**IMPERVIOUS CALCULATIONS**

Drainage Area	Area		Impervious Cover		CN (Soil Group C)		
	(ac)	(sq mi.)	(ac)	(%)	Open Sp	Impervious Cover	Composite
No					(ac)	(ac)	CN
DA1-E	166.00	0.259375	0.000	0.0%	166.000	0.000	74
DA2-E	34.99	0.054572	0.000	0.0%	34.990	0.000	74
DA1-P	54.60	0.085313	5.460	10.0%	49.140	5.460	76
DA2-P	113.18	0.176844	11.318	10.0%	101.862	11.318	76
DA3-P	33.20	0.051675	3.320	10.0%	29.880	3.320	76

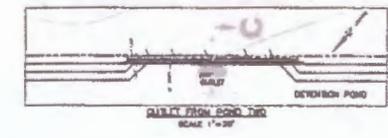
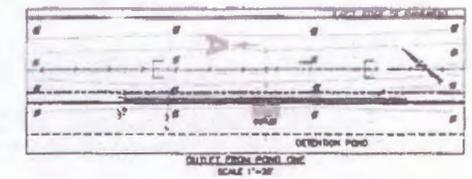
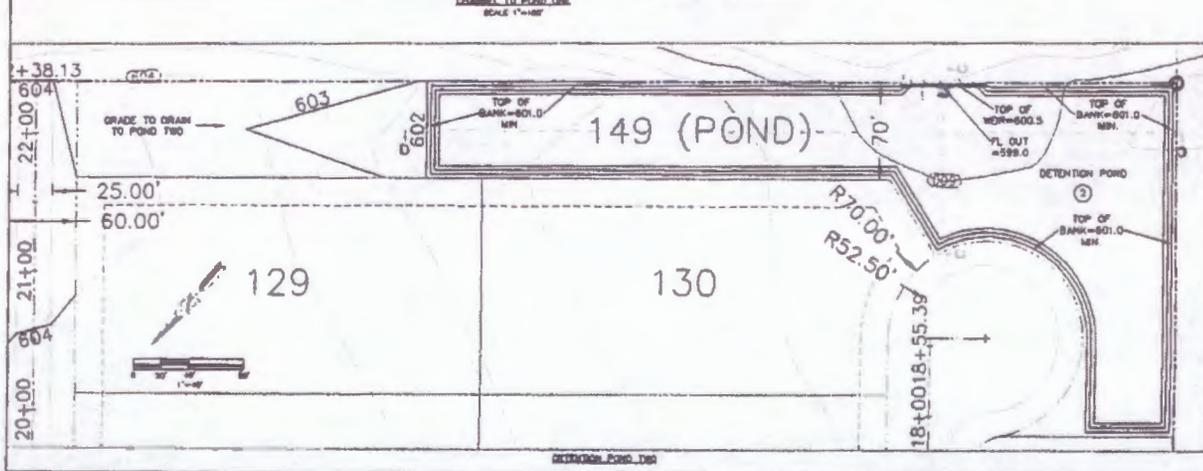
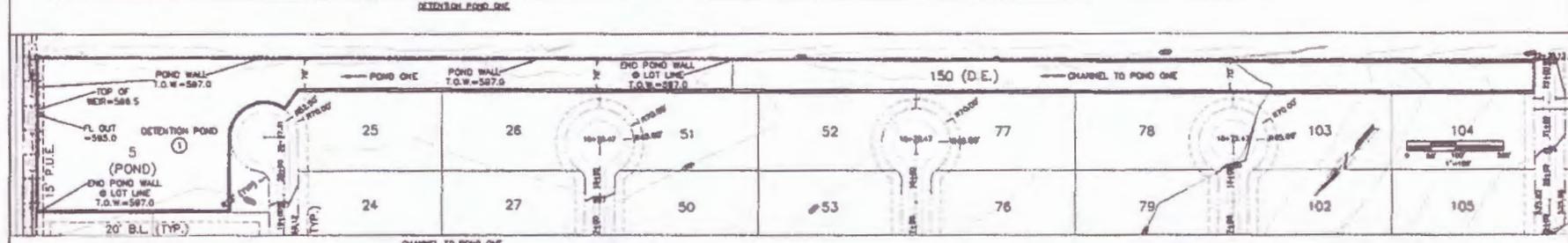
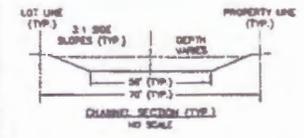
**TIME OF CONCENTRATION**

Drainage Area	n =	Sheet				Shallow (Paved)			Shallow (Unpaved)			Channel		Comp Tc	Lag Time
		Fl Lgth (ft)	slope	2-hr Rainfall	Tc (min)	Fl Lgth (ft)	slope	Tc (min)	Fl Lgth (ft)	slope	Tc (min)	Fl Lgth (ft)	V (ft/s)		
DA1-E	0.15	100	0.002	3.44	23.7			4000	0.004	65.3				89.1	53.4
DA2-E	0.15	100	0.002	3.44	23.7			2280	0.004	37.2				61.0	36.6
DA1-P	0.15	100	0.002	3.44	23.7			2750	0.003	51.9				75.6	45.4
DA2-P	0.15	100	0.002	3.44	23.7			3670	0.003	69.2				93.0	55.8
DA3-P	0.15	100	0.002	3.44	23.7			2100	0.004	34.3				58.0	34.8



NOTE:  
ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REGARDING THE LOCATION AND TYPE OF CASTING NOTES AND UNDERSTANDING INDICATED THEREON THESE PLANS IS BORNE FROM PUBLIC RECORD AND SURVEY DATA. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND NOTICES OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UNDERSTANDING WITH THE CIVIL ENGINEER'S PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE OWNER.

LOT INFORMATION:  
147 RESIDENTIAL LOTS (8 >43,840 SF)  
2 COMMERCIAL LOTS (C1-C2)  
2 DETENTION POND LOTS (LOT 5 AND LOT 149)  
1 DRAINAGE EASEMENT LOT (LOT 150)



Cedillos & Company  
 CME Environmental Consulting Engineers  
 147 Residential Lots (8 >43,840 SF)  
 2 Commercial Lots (C1-C2)  
 2 Detention Pond Lots (Lot 5 and Lot 149)  
 1 Drainage Easement Lot (Lot 150)

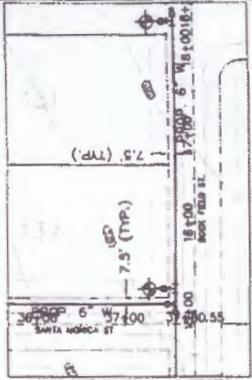
SITE DEVELOPMENT PLANS FOR  
 LAS PRADEIRAS  
 FM 2720 & BOWWHITE ROAD  
 CALDWELL COUNTY, TEXAS 78644

DETENTION PONDS

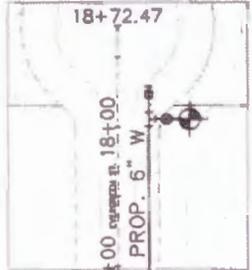
SHEET 8 OF 13

**APPENDIX G – WATER SERVICE PLAN**

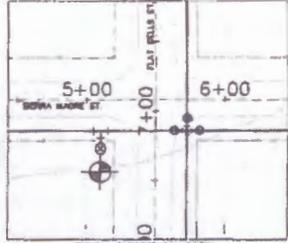




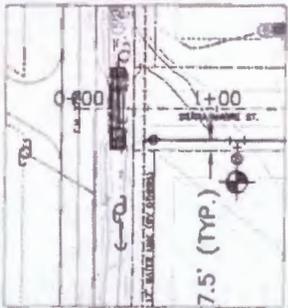
TYPICAL "TEE" CONNECTION AND SERVICES



TYPICAL "TEE" CONNECTION



TYPICAL "CROSS" CONNECTION



TYPICAL CONNECTION TO 12" WATER

NOTE:  
ALL DETAILS  
AT SCALE  
OF 1"=40'



NOTE:  
ALL RESPONSIBILITY FOR THE ACCURACY OF THESE  
PLANS REMAINS WITH THE ENGINEER WHO PREPARED  
THEM. IN APPROVING THESE PLANS, CALDWELL  
COUNTY MUST RELY UPON THE ACCURACY OF THE  
WORK OF THE DESIGN ENGINEER.

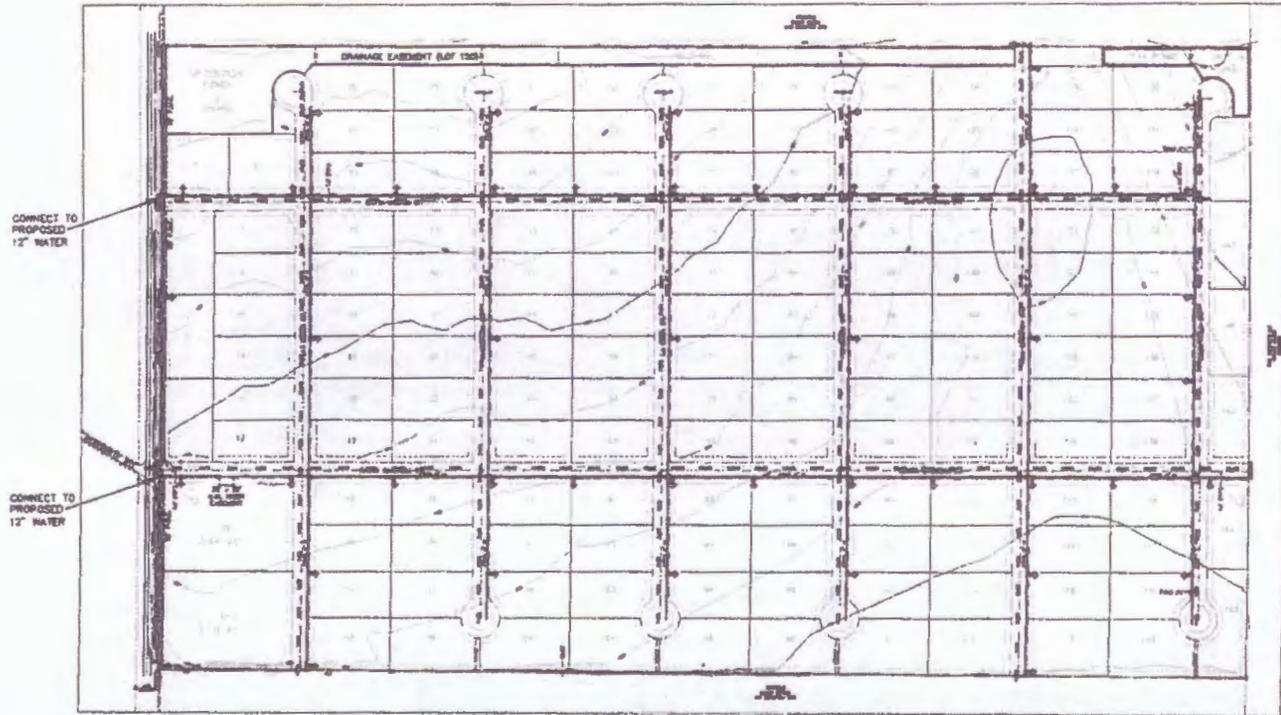
NOTE:  
THE LOCATION AND TYPE OF EXISTING  
UTILITIES AND UNDERGROUND FACILITIES  
SHOWN ON THESE PLANS IS DERIVED FROM  
PUBLIC RECORDS AND SURVEY DATA. THE  
CONTRACTOR SHALL VERIFY ALL LOCATIONS,  
AND DEPTHS OF EXISTING UTILITIES PRIOR TO  
CONSTRUCTION AND RECONSTRUCTION. IF  
THE ONLY CONSTRUCTION PLANS FOUND IN  
THE FIELD SHALL BE DEEMED UNRELIABLE  
TO THE EXTENT OF THE ENGINEER.

LOT INFORMATION

- 147 RESIDENTIAL LOTS (8 @ 343,080 SF)
- 2 COMMERCIAL LOTS (C1-C3)
- 2 DETENTION POND LOTS (LOT 3 AND LOT 148)
- 1 DRAINAGE EASEMENT LOT (LOT 150)

WATER QUANTITIES

- 18,333 LF - 6" PVC WATER LINE
- 50 - 8" GATE VALVE
- 11 - 8" CROSS FITTING
- 2 - 8" x 12" TEE FITTING
- 1 - 8" TEE FITTING
- 13 - 8" PLUG FITTING
- 17 - FN ASSEMBLY
- 14 - SINGLE SERVICE
- 67 - DOUBLE SERVICE
- 2 - 8" x 12" WET CONNECTION



OVERALL WATER PLAN

DATE	
BY	
CHECKED	
APPROVED	



**Cedillos & Company**  
Civil/Environmental Consulting Engineers  
10000  
10000  
10000

SITE DEVELOPMENT PLANS FOR  
**LAS PRAIRIERAS**  
IN 2720 S. BOBWHITE ROAD  
CALDWELL COUNTY, TEXAS 78644

OVERALL WATER PLAN

DATE	
PROJECT	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
SHEET	11-13

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 15066 Geo ID: 0200123-106-000-00
Legal Acres: 99.2500
Legal Desc: A123 HINES, ELBERT, ACRES 99.25
Situs: FM 2720 LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 228621 100.00%
LANZOLA MHP3 LLC
700 BARTON CREEK BLVD
AUSTIN, TX 78746-4142

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: 0
Improvement NHS: 0
Land HS: 0
Land NHS: 0
Productivity Market: 747,410
Productivity Use: 24,610
Assessed Value 24,610

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):

Table with 6 columns: Year Entity, Taxable, Tax Due, Disc./P&I, Attorney Fee, Total Due. Totals: 0.00, 0.00, 0.00, 0.00

Effective Date: 01/29/2021

Total Due if paid by: 01/31/2021

0.00



Table with 3 columns: Tax Certificate Issued for, Taxes Paid in 2020, POSSIBLE ROLLBACK. Lists entities like Lockhart ISD, Plum Creek Underground Water, etc.

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: 01/29/2021
Requested By: LANZOLA MHP3 LLC
Fee Amount: 10.00
Reference #:

Brittani Mediner (Signature)

Signature of Authorized Officer of Collecting Office

PO BOX 900  
LOCKHART, TX 78644-0900

(512) 398-5550

CALDWELL COUNTY APPRAISAL DISTRICT

2020 TAX STATEMENT

STATEMENT NUMBER
23684
PROPERTY ID NUMBER
15066

NAME & ADDRESS		PROPERTY DESCRIPTION		PROPERTY GEOGRAPHICAL ID	
Owner ID: 228621 Pct: 100.000% LANZOLA MHP3 LLC 700 BARTON CREEK BLVD AUSTIN, TX 78746-4142		A123 HINES, ELBERT, ACRES 99.25  Acreage: 99.2500 Type: R		0200123-106-000-00	
				PROPERTY SITUS / LOCATION	
				FM 2720 LOCKHART, TX 78644	
LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE	TOTAL LATE AG PENALTY
0	0	24,610	747,410	24,610	
				Appraised Value: 24,610	

100% Assessment Ratio

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OV65 OR DP EXEMPTION	OTHER EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
Plum Creek Underground	24,610	0	0	0		24,610	0.021600	5.32
Plum Creek Conservatio	24,610	0	0	0		24,610	0.021800	5.36
Lockhart ISD	24,610	0	0	0		24,610	1.167100	287.22
Farm to Market Road	24,610	0	0	0		24,610	0.000100	0.02
Caldwell County	24,610	0	0	0		24,610	0.705300	173.58
Caldwell County ESD #2	24,610	0	0	0		24,610	0.100000	24.61

<b>Total Taxes Due by Jan 31, 2021</b>	<b>496.11</b>
--	---------------

COUNTY TAXES REDUCED BY SALES TAX 1.23

Penalty & Interest if paid after Jan 31, 2021		
If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2021	7%	530.84
MARCH 2021	9%	540.77
APRIL 2021	11%	550.67
MAY 2021	13%	560.58
JUNE 2021	15%	570.53

\*\*Attorney Fees are attached to Personal Property & Mobile Home accounts on April 1, 2021 and on all other accounts July 1, 2021. If there is an active suit on an account, Attorney Fees will attach February 1, 2021. \*\*

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54, Tax Code 21.10).

\* DETACH HERE AND RETURN WITH PAYMENT \*

Make checks payable to:

CALDWELL COUNTY APPRAISAL DISTRICT  
211 BUFKIN LN  
PO BOX 900  
LOCKHART, TX 78644-0900



Owner Name and Address	Statement Number
LANZOLA MHP3 LLC 700 BARTON CREEK BLVD AUSTIN, TX 78748-4142	2020 23684
	Prop ID Number
	15066
	Geographical ID
	0200123-106-000-00

If Paid In Month	Tax Due
October 2020	496.11
November 2020	496.11
December 2020	496.11
January 2021	496.11
February 2021	530.84
March 2021	540.77
April 2021	550.67
May 2021	560.58
June 2021	570.53

In January Pay
<b>496.11</b>
Taxes are payable October 1, 2020 and become delinquent on February 1, 2021

LANZOLA MHP3 LLC  
700 BARTON CREEK BLVD  
AUSTIN, TX 78746-4142

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 15065 Geo ID: 0200123-105-000-00
Legal Acres: 101.7393
Legal Desc: A123 HINES, ELBERT, ACRES 101.7393
Situs: FM 2720 LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 228621 100.00%
LANZOLA MHP3 LLC
700 BARTON CREEK BLVD
AUSTIN, TX 78746-4142

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: 0
Improvement NHS: 0
Land HS: 0
Land NHS: 4,250
Productivity Market: 777,450
Productivity Use: 25,230
Assessed Value: 29,480

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):

Table with 6 columns: Year Entity, Taxable, Tax Due, Disc./P&I, Attorney Fee, Total Due. Totals row shows 0.00 for Taxable, Tax Due, Disc./P&I, Attorney Fee, and Total Due.

Effective Date: 01/29/2021

Total Due if paid by: 01/31/2021

0.00



Table with 3 columns: Tax Certificate Issued for, Taxes Paid in 2020, POSSIBLE ROLLBACK. Rows include Lockhart ISD (344.06), Plum Creek Underground Water (6.37), Plum Creek Conservation District (6.43), Farm to Market Road (0.03), Caldwell County (207.92), and Caldwell County ESD #2 (29.48).

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: 01/29/2021
Requested By: LANZOLA MHP3 LLC
Fee Amount: 10.00
Reference #:

Signature of Authorized Officer of Collecting Office (with handwritten signature)

PO BOX 900  
LOCKHART, TX 78644-0900

CALDWELL COUNTY APPRAISAL DISTRICT

**2020 TAX STATEMENT**

(512) 398-5550

STATEMENT NUMBER
23683
PROPERTY ID NUMBER
15065

<b>NAME &amp; ADDRESS</b> Owner ID: 228621 Pct 100.000% LANZOLA MHP3 LLC 700 BARTON CREEK BLVD AUSTIN, TX 78746-4142		<b>PROPERTY DESCRIPTION</b> A123 HINES, ELBERT, ACRES 101 7393  Acreage: 101 7393 Type R		<b>PROPERTY GEOGRAPHICAL ID</b> 0200123-105-000-00 <b>PROPERTY SITUS / LOCATION</b> FM 2720 LOCKHART, TX 78644	
<b>LAND MARKET VALUE</b>	<b>IMPROVEMENT MARKET VALUE</b>	<b>AG/TIMBER USE VALUE</b>	<b>AG/TIMBER MARKET</b>	<b>ASSESSED VALUE</b>	<b>TOTAL LATE AG PENALTY</b>
4,250	0	25,230	777,450	29,480	

100% Assessment Ratio

Appraised Value: 29,480

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OV65 OR DP EXEMPTION	OTHER EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
Plum Creek Underground	29,480	0	0	0		29,480	0.021600	6.37
Plum Creek Conservatio	29,480	0	0	0		29,480	0.021800	6.43
Lockhart ISD	29,480	0	0	0		29,480	1.167100	344.06
Farm to Market Road	29,480	0	0	0		29,480	0.000100	0.03
Caldwell County	29,480	0	0	0		29,480	0.705300	207.92
Caldwell County ESD #2	29,480	0	0	0		29,480	0.100000	29.48

COUNTY TAXES REDUCED BY SALES TAX 1.47

<b>Total Taxes Due by Jan 31, 2021</b>	<b>594.29</b>
--	---------------

Penalty & Interest if paid after Jan 31, 2021		
If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2021	7%	635.88
MARCH 2021	9%	647.78
APRIL 2021	11%	659.65
MAY 2021	13%	671.54
JUNE 2021	15%	683.43

\*\*Attorney Fees are attached to Personal Property & Mobile Home accounts on April 1, 2021 and on all other accounts July 1, 2021. If there is an active suit on an account, Attorney Fees will attach February 1, 2021 \*\*

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54 Tax Code 21.10)

DETACH HERE AND RETURN WITH PAYMENT

Make checks payable to:

CALDWELL COUNTY APPRAISAL DISTRICT  
211 BUFKIN LN  
PO BOX 900  
LOCKHART, TX 78644-0900



<b>Owner Name and Address</b> LANZOLA MHP3 LLC 700 BARTON CREEK BLVD AUSTIN TX 78746-4142	<b>Statement Number</b> 2020 23683
	<b>Prop ID Number</b> 15065
	<b>Geographical ID</b> 0200123-105-000-00

15169 1 AB 0.419\*\*\*AUTO\*\*ALL FOR AADC 786 AADC 2 FT 68



LANZOLA MHP3 LLC  
700 BARTON CREEK BLVD  
AUSTIN TX 78746-4142

If Paid in Month	Tax Due
October 2020	594.29
November 2020	594.29
December 2020	594.29
January 2021	594.29
February 2021	635.88
March 2021	647.78
April 2021	659.65
May 2021	671.54
June 2021	683.43

<b>In January Pay</b>
<b>594.29</b>
Taxes are payable October 1, 2020 and become delinquent on February 1, 2021



**27. Discussion/Action** to consider the public street and drainage in Tumbleweed Estates Subdivision as complete and ready to begin the two year performance period of said public improvements as evidenced by a maintenance bond in the amount of \$56,397.80 for maintenance security. **Speaker: Judge Haden/ Donald LeClerc; 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](mailto:hoppy.haden@co.caldwell.tx.us) and [ezzy.chan@co.caldwell.tx.us](mailto: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: 02-18-22

#### 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 public streets and drainage in Tumbleweed Estates Subdivision as complete and ready to begin the two year performance period of said public improvements as evidenced by a maintenance bond in the amount of \$56,397.80 for maintenance security.

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) Judge Hoppy Haden		
(2) Donald Leclerc		
(3)		

3. Backup Materials:     None     To Be Distributed    4 total # of backup pages (including this page)

4.   
Signature of Court Member

2-14-2022  
Date



# OLD REPUBLIC

Old Republic Surety Company  
Old Republic Insurance Company

## MAINTENANCE BOND

BOND NO.: LFB5945505

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
McDamuth Construction, LLC as  
Principal, and Old Republic Surety Company, a corporation  
organized under the laws of the State of WI and  
authorized to do a surety business in the State of Texas, with office at \_\_\_\_\_,  
as Surety, are held and  
firmly bound unto Caldwell County, Texas

in the sum of Fifty Six Thousand Three Hundred Ninety Seven & 80/100's  
(\$ 57,397.80), lawful money of the  
United States of America, for the payment of well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents:

SEALED with our seals and dated this 2nd day of February,  
2022.

WHEREAS, on the \_\_\_\_\_ the said \_\_\_\_\_  
McDamuth Construction, LLC,  
as contractor, entered into a contract for \_\_\_\_\_  
Tumbleweed Estates Subdivision Improvements: Roadway, Drainage and Water  
for the sum of Fifty Six Thousand Three Hundred Ninety Seven & 80/100's  
(\$ 57,397.80); and,

WHEREAS, under the terms of the specifications for said work, the said  
McDamuth Construction, LLC  
is required to give a bond for \_\_\_\_\_  
Fifty Six Thousand Three Hundred Ninety Seven & 80/100's (\$ 57,397.80),  
to protect Tumbleweed Estates Subdivision Improvements: Roadway, Drainage and Water  
against the result of faulty materials or workmanship for a period of Two(2)  
year(s) from and after the date of the completion and acceptance of same, namely  
until 2/2/2024.

NOW THEREFORE, if the said \_\_\_\_\_  
McDamuth Construction, LLC shall for a period of  
Two(2) year(s) from and after the date of the completion and acceptance of  
same by Caldwell County replace any and  
all defects arising in said work whether resulting from defective materials or  
defective workmanship, the above obligation to be void; otherwise to remain in  
full force and effect.

Principal: McDamuth Construction, LLC

Surety: Old Republic Surety Company

By: \_\_\_\_\_

By: John W. Schuler

John W. Schuler

Attorney-in-Fact



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Steven W Dobson, Walter E Benson Jr, John W Schuier of Austin, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2020.

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 30th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89 5896

Signed and sealed at the City of Brookfield, WI this 2nd day of February, 2022.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-(800) 527-9834**

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,  
Arlington, TX 76006**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-(800) 252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

**1-(800) 527-9834**

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,  
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-(800) 252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **28. 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.