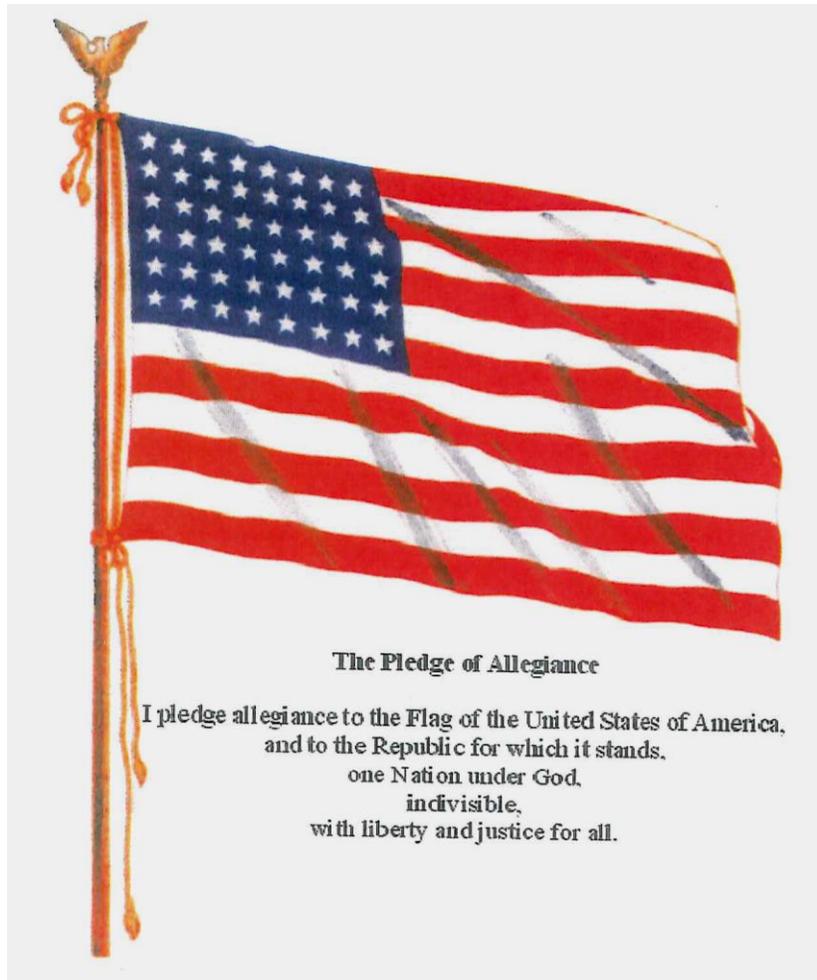


COMMISSIONER'S COURT AGENDA

April 25, 2023

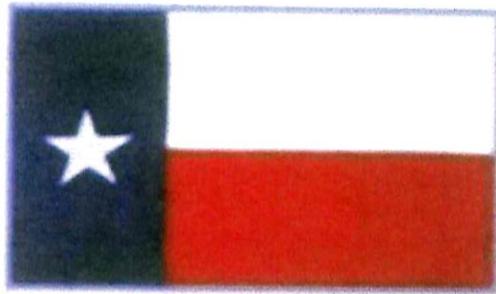
Invocation

Pledge of Allegiance to the Flag.



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

Pledge to the Texas Flag



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

Announcements:

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

Citizens' Comments:

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

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

- 1. Approve payment of County invoices and County Purchase Orders: \$522,768.71**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Approve payment of County invoices and County Purchase Orders:
\$522,768.71

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 4/19/2023
Signature of Court Member


Date



Caldwell County, TX

Payment Register

APPKT11427 - AP & PO 4.25.2023

01 - Vendor Set 01

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

Vendor Number 5-FMEC	Vendor Name 5-F MECHANICAL GROUP, INC			Total Vendor Amount	239.00
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	239.00
Payable Number 41466	Description REPAIRS & MAINTENANCE	Payable Date 03/22/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 239.00

Vendor Number ADAROW	Vendor Name ADAM D. ROWINS			Total Vendor Amount	210.00
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	210.00
Payable Number 17-FL-357 30	Description CHILDREN TOKOLA CAUSE#17-FL-357	Payable Date 04/05/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 49.00
22-FL-230 4	CHILD GARCIA CAUSE#22-FL-230	04/05/2023	04/25/2023	0.00	49.00
22-FL-504 3	CHILDREN PALMER CAUSE#22-FL-504	04/05/2023	04/25/2023	0.00	112.00

Vendor Number SETFAM	Vendor Name ASCENSION SETON			Total Vendor Amount	65.00
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	65.00
Payable Number 653225C8363	Description PHYSICAL EXAM-ALAN MERCER	Payable Date 04/03/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 65.00

Vendor Number ASCO	Vendor Name ASSOCIATED SUPPLY COMPANY, INC			Total Vendor Amount	2,116.11
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	2,116.11
Payable Number SWO290218-1	Description Check Joy Stick Controls On Skid Steer	Payable Date 03/22/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 2,116.11

Vendor Number BILTRU	Vendor Name BILL'S TRUCK & TRAILER REPAIR INC.			Total Vendor Amount	2,679.59
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	2,679.59
Payable Number 47610	Description Service Worki (D3)	Payable Date 03/29/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 2,679.59

Vendor Number BLUETR	Vendor Name BLUEBONNET TRAILS MHMR			Total Vendor Amount	9,610.00
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	9,610.00
Payable Number 02.02.2023	Description Bluebonnet Trails_020223	Payable Date 02/02/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 2,440.00
03.01.2023	Bluebonnet Trails_030123	03/01/2023	04/25/2023	0.00	2,970.00
04.04.2023	Bluebonnet Trails_040423	04/04/2023	04/25/2023	0.00	3,500.00
27-03-2023	March 2023	03/31/2023	04/25/2023	0.00	700.00

Vendor Number HERBOB	Vendor Name BOBBY HERZOG			Total Vendor Amount	10.00
Payment Type Check	Payment Number			Payment Date	Payment Amount
				04/18/2023	10.00
Payable Number 03/30/2023	Description HOG GRANT 22-23	Payable Date 03/30/2023	Due Date 04/25/2023	Discount Amount 0.00	Payable Amount 10.00

Payment Register

APPKT11427 - AP & PO 4.25.2023

Vendor Number	Vendor Name					Total Vendor Amount
BRAMAT	BRAUNTEX MATERIALS, INC.					130,857.91
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	130,857.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
144849	Acct # 1600	03/31/2023	04/25/2023	0.00	23,660.81	
144850	Acct # 1600	03/31/2023	04/25/2023	0.00	53,525.31	
144851	Acct # 1600	03/31/2023	04/25/2023	0.00	24,461.81	
145058	Acct # 1600	04/10/2023	04/25/2023	0.00	15,166.98	
145059	Acct # 1600	04/10/2023	04/25/2023	0.00	14,043.00	

Vendor Number	Vendor Name					Total Vendor Amount
CALTEX	CALDWELL COUNTY TAX ASSESSOR					30.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1364044_2023	LIC #1364044 VIN ENDS W/ 3877	04/14/2023	04/25/2023	0.00	7.50	
Check				04/18/2023	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
869683H_2023	LIC#869683H VIN#5340	04/04/2023	04/25/2023	0.00	7.50	
Check				04/18/2023	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
GMK2080_2023	LIC#GMK2080 VIN#5736	04/04/2023	04/25/2023	0.00	7.50	
Check				04/18/2023	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MYJ2743_2023	LIC#MYJ2734 VIN#1714	04/04/2023	04/25/2023	0.00	7.50	

Vendor Number	Vendor Name					Total Vendor Amount
CAPFLE	CAP FLEET UPFITTERS, LLC					1,062.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,062.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CAPH111164	ACCT # CAPQ-106076	03/21/2023	04/25/2023	0.00	1,062.00	

Vendor Number	Vendor Name					Total Vendor Amount
CARSER	CARD SERVICE CENTER					1,915.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,915.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04/12/2023	CREDIT CARD SERVICES	04/12/2023	04/25/2023	0.00	1,915.56	

Vendor Number	Vendor Name					Total Vendor Amount
CENDIS	CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, INC					805.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	805.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03/2023	DISPUTE RES CC,DC, JP1, JP2, JP3, JP4	03/01/2023	04/25/2023	0.00	805.15	

Vendor Number	Vendor Name					Total Vendor Amount
CENREF	CENTRAL TEXAS REFUSE, INC					574.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	574.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0000484480	Cust # 001134	03/31/2023	04/25/2023	0.00	574.23	

Vendor Number	Vendor Name					Total Vendor Amount
CENAIR	CENTURY HVAC DISTRIBUTING, L.P.					797.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	797.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
111353296	MAINTENANCE REPAIRS	02/06/2023	04/25/2023	0.00	415.00	

Payment Register

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111372145	TOOLS-REPAIRS/MAINTENANCE	03/24/2023	04/25/2023	0.00	12.73
111376282	MAINTENANCE SUPPLIES	04/04/2023	04/25/2023	0.00	370.15
Vendor Number	Vendor Name				Total Vendor Amount
CHALAU	CHARLES E. LAURENCE, M.D.				1,000.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	1,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
79617	April 2023	04/01/2023	04/25/2023	0.00	1,000.00
Vendor Number	Vendor Name				Total Vendor Amount
CINTAS	CINTAS CORPORATION #86				1,718.69
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	1,718.69		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4150934198	Cintas Blanket PO FY 22-23	03/30/2023	04/25/2023	0.00	52.37
4150934398	UNIFORMS	03/30/2023	04/25/2023	0.00	57.91
4150934523	Cintas Blanket PO FY 22-23	03/30/2023	04/25/2023	0.00	286.01
4150934534	Cintas Blanket PO FY 22-23	03/30/2023	04/25/2023	0.00	212.11
4150934585	Cintas Blanket PO FY 22-23	03/30/2023	04/25/2023	0.00	238.08
4151645419	Cintas Blanket PO FY 22-23	04/06/2023	04/25/2023	0.00	52.37
4151645714	MAINTENANCE UNIFORMS	04/06/2023	04/25/2023	0.00	57.91
4151645889	Cintas Blanket PO FY 22-23	04/06/2023	04/25/2023	0.00	286.01
4151646007	Cintas Blanket PO FY 22-23	04/06/2023	04/25/2023	0.00	212.11
4151646164	Cintas Blanket PO FY 22-23	04/06/2023	04/25/2023	0.00	263.81
Vendor Number	Vendor Name				Total Vendor Amount
CITBAN	CITIBANK NA				3,133.37
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	3,133.37		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
04/12/2023	CITIBANK	04/12/2023	04/25/2023	0.00	3,133.37
Vendor Number	Vendor Name				Total Vendor Amount
CITLOC	CITY OF LOCKHART				2,011.75
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	2,011.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ASL 23-008	Payment #140	05/01/2023	04/25/2023	0.00	2,011.75
Vendor Number	Vendor Name				Total Vendor Amount
CLIMCC	CLIFFORD W. MCCORMACK				850.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	850.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
22-163	ANTHONY FOWLER CAUSE#22-163	04/12/2023	04/25/2023	0.00	850.00
Vendor Number	Vendor Name				Total Vendor Amount
COBFEN	Cobb, Fendley & Associates, Inc.				4,344.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	4,344.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
310831	Project 2316-004-01	04/04/2023	04/25/2023	0.00	4,344.00
Vendor Number	Vendor Name				Total Vendor Amount
CODASS	CODE 3 ASSOCIATES				500.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P3962	ACO C. Townsend Training	04/05/2023	04/25/2023	0.00	500.00

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Vendor Number	Vendor Name					Total Vendor Amount
COLWIS	COLIN WISE					500.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2944-23CC	CHILD HOLDEN CAUSE#2944-23CC	04/13/2023	04/25/2023	0.00	500.00	
AUSFLA	DALE EDWARD LAINE, JR					486.30
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		486.30
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11761	FLAGS FOR JUSTICE CENTER AND COURTHOUSE	04/05/2023	04/25/2023	0.00	486.30	
DARLAW	DARLA LAW					289.51
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		289.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03/01/2023	MILEAGE REIMBURSEMENT	03/01/2023	04/25/2023	0.00	289.51	
DAVBRO	DAVID BROOKS, ATTORNEY AT LAW					100.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03/28/2023	PUBLICATIONS	03/28/2023	04/25/2023	0.00	100.00	
DEAELE	DEALERS ELECTRIC					312.62
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		312.62
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S100563088	MAINTENANCE SUPPLIES	03/10/2023	04/25/2023	0.00	312.62	
DELCOM	DELL MARKETING L.P.					1,092.10
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		1,092.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10663163169548	Cust # 2120993	04/03/2023	04/25/2023	0.00	1,092.10	
DENENG	DENNIS ENGELKE					109.32
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		109.32
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04/13/2023	MILEAGE 3/28, 4/5, 4/13, 2023	04/13/2023	04/25/2023	0.00	109.32	
DEWPOT	DEWITT POTTH & SON					3,471.08
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		3,471.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
712799-0	OFFICE SUPPLIES	03/13/2023	04/25/2025	0.00	378.31	
712799-1	OFFICE SUPPLIES	03/14/2023	04/25/2023	0.00	52.94	
713312-0	New desk County Court at Law	03/20/2023	04/25/2023	0.00	1,390.92	
714634-0	MAINTENANCE SUPPLIES	04/04/2023	04/25/2023	0.00	82.12	
714701-0	OFFICE SUPPLIES	04/04/2023	04/25/2023	0.00	59.94	
714702	OFFICE SUPPLIES	04/04/2023	04/25/2023	0.00	25.87	
714729-0	OFFICE SUPPLIES	04/05/2023	04/25/2023	0.00	64.81	
714788-0	OFFICE SUPPLIES	04/05/2023	04/25/2023	0.00	111.08	

Payment Register

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714821-1	OFFICE SUPPLIES-HIBACK CHAIR	04/05/2023	04/25/2023	0.00	250.00
715193-0	OFFICE SUPPLIES- FASTENER, SPOTPAPER,NOTES	04/11/2023	04/25/2023	0.00	301.59
715205-0	OFFICE SUPPLIES-ENVP, CD-R, DVD+R	04/11/2023	04/25/2023	0.00	467.68
715283-0	OFFICE SUPPLIES- PAPER, BINDER, FOLDER, PENS	04/11/2023	04/25/2023	0.00	285.82

Vendor Number	Vendor Name				Total Vendor Amount
DOCLOG	DOCUMENT LOGISTIX, LLC				15,228.94
Payment Type	Payment Number	Payable Date	Due Date	Discount Amount	Payable Amount
Check		04/18/2023			15,228.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2023071	Annual Maintenance	04/03/2023	04/25/2023	0.00	15,228.94

Vendor Number	Vendor Name				Total Vendor Amount
FRE AUS	DOGGETT FREIGHTLINER OF AUSTIN				1,360.48
Payment Type	Payment Number	Payable Date	Due Date	Discount Amount	Payable Amount
Check		04/18/2023			1,360.48
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
R112004090	Steering Issue Wtlh Dump Truck (D7)	04/05/2023	04/25/2023	0.00	1,360.48

Vendor Number	Vendor Name				Total Vendor Amount
DOU ASS	DOUCET & ASSOCIATES, INC				92,504.73
Payment Type	Payment Number	Payable Date	Due Date	Discount Amount	Payable Amount
Check		04/18/2023			679.40
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2211088	Project R1911-002 Harwood	11/25/2022	04/25/2023	0.00	679.40
Check		04/18/2023			1,827.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2212182	Project R1911-248-01 Summerside LOMR	01/06/2023	04/25/2023	0.00	1,827.00
Check		04/18/2023			3,961.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301001	services through 1.22.23 las estancias	01/27/2023	04/25/2023	0.00	3,961.25
Check		04/18/2023			187.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301002	services through 1.22.23 ARWA wolf run	01/27/2023	04/25/2023	0.00	187.50
Check		04/18/2023			865.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301003	services through 1.22.23 acorn oaks	01/27/2023	04/25/2023	0.00	865.00
Check		04/18/2023			343.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301004	services through 1.22.23 cherryville dev	01/27/2023	04/25/2023	0.00	343.75
Check		04/18/2023			400.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301005	services through 1.22.23 bollinger dev	01/27/2023	04/25/2023	0.00	400.00
Check		04/18/2023			5,401.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301006	services through 1.22.23 sunset oaks	01/27/2023	04/25/2023	0.00	5,401.25
Check		04/18/2023			137.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301007	services thourgh 1.22.23 jk ranch	01/27/2023	04/25/2023	0.00	137.50
Check		04/18/2023			68.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301008	services through 1.22.23 hillside/chisholm hill	01/27/2023	04/25/2023	0.00	68.75
Check		04/18/2023			862.54
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301009	services through 1.22.23 lake longhorn	01/27/2023	04/25/2023	0.00	862.54
Check		04/18/2023			137.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2301010	services through 1.22.23 hasketll dev	01/27/2023	04/25/2023	0.00	137.50

Payment Register

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					04/18/2023	987.50
	2301011	services through 1.22.23 luna rosa	01/27/2023	04/25/2023	0.00	987.50
Check					04/18/2023	612.50
	2301012	services through 1.22.23 stafford tomahawk	01/27/2023	04/25/2023	0.00	612.50
Check					04/18/2023	756.25
	2301013	services through 1.22.23 cotton gateway	01/27/2023	04/25/2023	0.00	756.25
Check					04/18/2023	137.50
	2301014	services through 1.22.23 urbana sunset	01/27/2023	04/25/2023	0.00	137.50
Check					04/18/2023	600.00
	2301015	services through 1.22.23 austin skyline	01/27/2023	04/25/2023	0.00	600.00
Check					04/18/2023	70.00
	2301016	services through 1.22.23 luna rosa	01/27/2023	04/25/2023	0.00	70.00
Check					04/18/2023	137.50
	2301017	Project R1911-266-01 Schmidt Estates Subdivision	01/27/2023	04/25/2023	0.00	137.50
Check					04/18/2023	730.00
	2301018	Project R1911-267-01 Itegrated Waste Solutions	01/27/2023	04/25/2023	0.00	730.00
Check					04/18/2023	206.25
	2301019	Project R1911-268-01 Robins Ranch Prelim Plat	01/27/2023	04/25/2023	0.00	206.25
Check					04/18/2023	281.25
	2301020	Project R1911-269-01 Grove TIA	01/27/2023	04/25/2023	0.00	281.25
Check					04/18/2023	86.25
	2301021	Project R1911-270-01 Scotts Plat No. 1	01/27/2023	04/25/2023	0.00	86.25
Check					04/18/2023	86.25
	2301022	Project R1911-271-01 Tumbleweed Estates Phase 2	01/27/2023	04/25/2023	0.00	86.25
Check					04/18/2023	962.50
	2301023	Project R1911-272-01 Kinder Morgan Jolly Rd	01/27/2023	04/25/2023	0.00	962.50
Check					04/18/2023	3,861.06
	2301165	Project R1911-100 CC Engineering Services	01/27/2023	04/25/2023	0.00	3,861.06
Check					04/18/2023	86.25
	2302053	Project R1911-281-01 Hemphill WWTP	02/24/2023	04/25/2023	0.00	86.25
Check					04/18/2023	86.25
	2302054	ProjectR1911-282-01 30 RV HWY 80	02/24/2023	04/25/2023	0.00	86.25
Check					04/18/2023	8,381.25
	2303008	Project R1911-100	03/31/2023	04/25/2023	0.00	8,381.25
Check					04/18/2023	3,818.75
	2303009	Project R1911-103-02	03/31/2023	04/25/2023	0.00	3,818.75

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					04/18/2023	250.00
	2303010	Project R1911-151-03	03/31/2023	04/25/2023	0.00	250.00
Check					04/18/2023	361.25
	2303011	Project R1911-159-03	03/31/2023	04/25/2023	0.00	361.25
Check					04/18/2023	137.50
	2303012	Project R1911-165-01	03/31/2023	04/25/2023	0.00	137.50
Check					04/18/2023	70.00
	2303013	Project R1911-193-02	03/31/2023	04/25/2023	0.00	70.00
Check					04/18/2023	902.50
	2303014	Project R1911-196-01	03/31/2023	04/25/2023	0.00	902.50
Check					04/18/2023	300.00
	2303015	Project R1911-197-01	03/31/2023	04/25/2023	0.00	300.00
Check					04/18/2023	618.75
	2303016	Project R1911-198-02	03/31/2023	04/25/2023	0.00	618.75
Check					04/18/2023	832.50
	2303017	Project R1911-198-03	03/31/2023	04/25/2023	0.00	832.50
Check					04/18/2023	86.25
	2303018	Project R1911-205-02	03/31/2023	04/25/2023	0.00	86.25
Check					04/18/2023	855.00
	2303019	project R1911-209-01	03/31/2023	04/25/2023	0.00	855.00
Check					04/18/2023	1,231.25
	2303020	Project R1911-219-02	03/31/2023	04/25/2023	0.00	1,231.25
Check					04/18/2023	5,021.25
	2303021	Project R1911-225-01	03/31/2023	04/25/2023	0.00	5,021.25
Check					04/18/2023	206.25
	2303022	Project R1911-233-01	03/31/2023	04/25/2023	0.00	206.25
Check					04/18/2023	2.56
	2303023	Project R1911-234-01	03/31/2023	04/25/2023	0.00	2.56
Check					04/18/2023	3,130.00
	2303024	Project R1911-238-02	03/31/2023	04/25/2023	0.00	3,130.00
Check					04/18/2023	756.25
	2303025	Project R1911-239-01	03/31/2023	04/25/2023	0.00	756.25
Check					04/18/2023	150.00
	2303026	Project R1911-240-01	03/31/2023	04/25/2023	0.00	150.00
Check					04/18/2023	1,473.75
	2303027	Project R1911-240-02	03/31/2023	04/25/2023	0.00	1,473.75

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					04/18/2023	412.50
	2303028	Project R1911-249-01	03/31/2023	04/25/2023	0.00	412.50
Check					04/18/2023	550.00
	2303029	Project R1911-251-01	03/31/2023	04/25/2023	0.00	550.00
Check					04/18/2023	481.25
	2303035	Project R1911-251-02	03/31/2023	04/25/2023	0.00	481.25
Check					04/18/2023	1,100.00
	2303036	Project R1911-261-01	03/31/2023	04/25/2023	0.00	1,100.00
Check					04/18/2023	520.00
	2303037	Project R1911-264-02	03/31/2023	04/25/2023	0.00	520.00
Check					04/18/2023	682.50
	2303038	Project R1911-266-01	03/31/2023	04/25/2023	0.00	682.50
Check					04/18/2023	345.00
	2303039	Project R1911-268-01	03/31/2023	04/25/2023	0.00	345.00
Check					04/18/2023	150.00
	2303040	Project R1911-269-01	03/31/2023	04/25/2023	0.00	150.00
Check					04/18/2023	1,083.75
	2303041	Project R1911-270-01	03/31/2023	04/25/2023	0.00	1,083.75
Check					04/18/2023	481.25
	2303042	Project R1911-272-01	03/31/2023	04/25/2023	0.00	481.25
Check					04/18/2023	2,765.00
	2303043	Project R1911-271-02	03/31/2023	04/25/2023	0.00	2,765.00
Check					04/18/2023	300.00
	2303044	Project R1911-273-01	03/31/2023	04/25/2023	0.00	300.00
Check					04/18/2023	313.75
	2303045	Project R1911-274-01	03/31/2023	04/25/2023	0.00	313.75
Check					04/18/2023	103.75
	2303046	Project R1911-275-01	03/31/2023	04/25/2023	0.00	103.75
Check					04/18/2023	138.75
	2303047	Project R1911-276-01	03/31/2023	04/25/2023	0.00	138.75
Check					04/18/2023	137.50
	2303048	Project R1911-277-01	03/31/2023	04/25/2023	0.00	137.50
Check					04/18/2023	137.50
	2303049	Project R1911-278-01	03/31/2023	04/25/2023	0.00	137.50
Check					04/18/2023	68.75
	2303050	Project R1911-279-01	03/31/2023	04/25/2023	0.00	68.75

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					04/18/2023	137.50
	2303051	Project R1911-281-01	03/31/2023	04/25/2023	0.00	137.50
Check					04/18/2023	397.50
	2303052	Project R1911-283-01	03/31/2023	04/25/2023	0.00	397.50
Check					04/18/2023	86.25
	2303053	Project R1911-284-01	03/31/2023	04/25/2023	0.00	86.25
Check					04/18/2023	121.25
	2303054	Project R1911-285-01	03/31/2023	04/25/2023	0.00	121.25
Check					04/18/2023	86.25
	2303055	Project R1911-286-01	03/31/2023	04/25/2023	0.00	86.25
Check					04/18/2023	121.25
	2303056	Project R1911-287-01	03/31/2023	04/25/2023	0.00	121.25
Check					04/18/2023	155.00
	2303057	Project R1911-288-01	03/31/2023	04/25/2023	0.00	155.00
Check					04/18/2023	155.00
	2303058	Project R1911-289-01	03/31/2023	04/25/2023	0.00	155.00
Check					04/18/2023	155.00
	2303059	Project R1911-290-01	03/31/2023	04/25/2023	0.00	155.00
Check					04/18/2023	361.25
	2303060	Project R1911-291-01	03/31/2023	04/25/2023	0.00	361.25
Check					04/18/2023	26,819.67
	2303102	Project R1911-001	03/31/2023	04/25/2023	0.00	26,819.67
Check					04/18/2023	993.75
	2303217	Project R1911-263-01	03/31/2023	04/25/2023	0.00	993.75
Vendor Number	Vendor Name					Total Vendor Amount
ELSLAC	ELSIE LACY					693.64
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/18/2023	693.64
	03/31/2023	CWWD/HEALTH FAIR/SHAC/JUDGE NIXON SMILEY FAIR	03/31/2023	04/25/2023	0.00	305.16
	3/31/23	TEEA DIST MTG/HEALTH COMM/FCH TRAVIS CO/AG DAY/4-I	03/31/2023	04/25/2023	0.00	388.48
Vendor Number	Vendor Name					Total Vendor Amount
ENTFMT	ENTERPRISE FM TRUST					72,783.86
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/18/2023	72,783.86
	2721	cust # 588175A	04/06/2023	04/25/2023	0.00	72,783.86

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Vendor Number	Vendor Name					Total Vendor Amount
FARBRO	FARMER BROTHERS. CO.					367.16
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	367.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
93463211	Cust # 6302473	04/10/2023	04/25/2023	0.00	367.16	

Vendor Number	Vendor Name					Total Vendor Amount
FERJOS	FERRIS JOSEPH PRODUCE, INC.					1,634.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,634.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
124477	Ferris Joseph Blanket PO FY 22-23	03/30/2023	04/25/2023	0.00	62.25	
124478	Ferris Joseph Blanket PO FY 22-23	03/31/2023	04/25/2023	0.00	727.50	
124517	Ferris Joseph Blanket PO FY 22-23	04/01/2023	04/25/2023	0.00	130.50	
124522	Ferris Joseph Blanket PO FY 22-23	04/03/2023	04/25/2023	0.00	75.50	
124547	Ferris Joseph Blanket PO FY 22-23	04/06/2023	04/25/2023	0.00	39.75	
124555	Ferris Joseph Blanket PO FY 22-23	04/07/2023	04/25/2023	0.00	364.00	
124565	Ferris Joseph Blanket PO FY 22-23	04/08/2023	04/25/2023	0.00	142.50	
124592	Ferris Joseph Blanket PO FY 22-23	04/10/2023	04/25/2023	0.00	92.50	

Vendor Number	Vendor Name					Total Vendor Amount
FIRNET	FIRST NET BUILT WITH AT&T					3,615.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	3,615.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
287301244412X04032023	Acct # 287301244412	03/25/2023	04/25/2023	0.00	3,615.32	

Vendor Number	Vendor Name					Total Vendor Amount
BUTBAK	FLOWERS BAKING CO. OF SAN ANTONIO					1,283.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,283.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4038385183	Cust # 0040078309	04/03/2023	04/25/2023	0.00	612.35	
4038385269	Cust # 0040078309	04/09/2023	04/25/2023	0.00	670.96	

Vendor Number	Vendor Name					Total Vendor Amount
GEMPOW	GEMINI POWER SYSTEMS, INC					6,089.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	6,089.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
220429	Gemini Power Batteries	03/31/2023	04/25/2023	0.00	5,779.00	
221096	Gemini Power Batteries	03/31/2023	04/25/2023	0.00	310.00	

Vendor Number	Vendor Name					Total Vendor Amount
GLEGRU	GLEN A. GRUNBERGER					2,667.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	2,667.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17-FL-357 17	CHILDREN TOKOLA CAUSE#17-FL-357	03/30/2023	04/25/2023	0.00	539.00	
22-FL-084 4	CHILDREN REED CAUSE#22-FL-084	03/30/2023	04/25/2023	0.00	1,120.00	
22-FL-520 1	CHILDREN GARICA CAUSE#22-FL-520	03/30/2023	04/25/2023	0.00	315.00	
22-FL-543	CHILDREN MARTINEZ CAUSE#22-FL-543	03/30/2023	04/25/2023	0.00	693.00	

Vendor Number	Vendor Name					Total Vendor Amount
GONWAT	GONZALES COUNTY WATER SUPPLY CORP					470.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	470.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03/31/2023	PURCHASE OF BULK WATER MARCH USAGE	03/31/2023	04/25/2023	0.00	470.00	

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Vendor Number <u>GQOAUT</u>	Vendor Name GOODYEAR AUTO SERVICE CENTER					Total Vendor Amount 2,446.56
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 2,446.56
Payable Number <u>0000025665</u>	Description Cust # 473509272	Payable Date 03/28/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 917.46
Payable Number <u>0000025855</u>	Description Cust # 473509272	Payable Date 04/11/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 1,529.10

Vendor Number <u>GRAING</u>	Vendor Name GRAINGER					Total Vendor Amount 61.10
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 61.10
Payable Number <u>9649275576</u>	Description MAINTENANCE SUPPLIES	Payable Date 03/22/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 61.10

Vendor Number <u>GHSLTD</u>	Vendor Name GRAVES, HUMPHRIES, STAHL, LTD					Total Vendor Amount 12,148.29
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 12,148.29
Payable Number <u>04/11/2023</u>	Description G/H/S COLLECTIONS JP1, JP2, JP3, JP4	Payable Date 04/11/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 12,148.29

Vendor Number <u>GTDIST</u>	Vendor Name GT DISTRIBUTORS, INC.					Total Vendor Amount 347.88
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 347.88
Payable Number <u>DPT000309623</u>	Description TRAINING	Payable Date 04/06/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 347.88

Vendor Number <u>HANEQU</u>	Vendor Name HANSON EQUIPMENT					Total Vendor Amount 790.97
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 790.97
Payable Number <u>297497</u>	Description SUPPLIES-ROLL PIN, BINDER CHAIN	Payable Date 03/02/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 99.45
Payable Number <u>297711</u>	Description SUPPLIES-AG HOSEX2, NPT MALE SOLID	Payable Date 03/13/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 66.81
Payable Number <u>297856</u>	Description TIRES-MOUT, GROMMET	Payable Date 03/22/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 60.55
Payable Number <u>297965</u>	Description TIRES-REPAIR, PATCH	Payable Date 03/28/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 134.60
Payable Number <u>297979</u>	Description TIRES	Payable Date 03/28/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 120.33
Payable Number <u>297988</u>	Description TIRES	Payable Date 03/29/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 163.23
Payable Number <u>298064</u>	Description SUPPLIES-HANOGUN EXTENSION	Payable Date 03/31/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 146.00

Vendor Number <u>HQFSUP</u>	Vendor Name HOFMANN'S SUPPLY					Total Vendor Amount 127.33
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 127.33
Payable Number <u>CR03230066</u>	Description EQUIPMENT- CYLINDER RENTAL	Payable Date 03/31/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 127.33

Vendor Number <u>I-CON</u>	Vendor Name I-CON SYSTEMS, INC					Total Vendor Amount 1,148.29
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 911.71
Payable Number <u>SI002885</u>	Description I-CON Replacement Control Boxes	Payable Date 03/24/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 911.71
Payment Type Check	Payment Number			Payment Date 04/18/2023		Payment Amount 236.58
Payable Number <u>SO00033307</u>	Description REPAIRS & MAINTENANCE BATTERY PAC	Payable Date 04/03/2023	Due Date 04/25/2023	Discount Amount 0.00		Payable Amount 236.58

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Vendor Number	Vendor Name					Total Vendor Amount
INTBAT	INTERSTATE BATTERIES-METRO AUSTIN					512.79
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	512.79	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
320003720	batteries	03/28/2023	04/25/2023	0.00	512.79	
JAMPEP	JAMES B. PEPLINSKI					700.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	700.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-FL-132_1	CHILDREN LOPEZ CAUSE#21-FL-132	04/05/2023	04/25/2023	0.00	700.00	
JANWIL	JANA CLIFT-WILLIAMS					497.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	497.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-FL-628_14	CHILDREN SMITH-DEARING CAUSE#21-FL-628	04/13/2023	04/25/2023	0.00	497.00	
JESALO	JESSICA ALONZO					444.44
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	444.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04/13/2023	EMPLOYEE TRAVEL EXPENSE FORM	04/13/2023	04/25/2023	0.00	444.44	
JESDEV	JESSICA DEVANEY					777.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	777.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-FL-093	S.L.T CAUSE#21-FL-093	03/30/2023	04/25/2023	0.00	777.00	
FARPLA	JOHN DEERE FINANCIAL					210.63
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	210.63	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2303-173456	330 BOTTLE WATER CASES	03/31/2023	04/25/2023	0.00	137.74	
2304-176272	SHOP DOOR	04/04/2023	04/25/2023	0.00	27.90	
2304-181676	MAINTENANCE SUPPLIES	04/12/2023	04/25/2023	0.00	44.99	
JOHPAI	JOHNNY & SON'S, LLC					5,554.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	5,554.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20740	CCSO 2019 Durango	06/03/2022	04/25/2023	0.00	1,919.45	
20759	CCSD Unit #1901	11/09/2022	04/25/2023	0.00	2,548.05	
21010	CCSO 2019 Durango	06/03/2022	04/25/2023	0.00	1,086.95	
KOLOGI	KOLOGIK, LLC					1,788.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,788.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7022452	COPsync Texas Additional License Supbscription	09/15/2022	04/25/2023	0.00	1,225.04	
INV-11396	COPsync Texas Additional License Supbscription	03/16/2023	04/25/2023	0.00	563.84	

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Vendor Number	Vendor Name				Total Vendor Amount
KYRTRU	KYRISH TRUCK CENTER OF AUSTIN				4,257.17
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			04/18/2023	4,257.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
R301022209	Service Call For Transmission Work (D2)	03/20/2023	04/25/2023	0.00	2,989.94
R301022578	Fuel Issues on 2012 International Dump Truck (D3)	04/05/2023	04/25/2023	0.00	787.23
X304031932	DEF 2.5 FLEETRITE DEF	03/30/2023	04/25/2023	0.00	480.00

Vendor Number	Vendor Name				Total Vendor Amount
LEGTRI	LEGENDS TRI-COUNTY FUNERAL SERVICES				395.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			04/18/2023	395.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2022/CMP/04_14	C. Peralta, Jr. 4.14.2022	04/01/2023	04/25/2023	0.00	395.00

Vendor Number	Vendor Name				Total Vendor Amount
LINROB	LINDI S. ROBERTS & ASSOCIATES				600.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			04/18/2023	600.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2023053LR	VISITING COURT REPORTER	04/03/2023	04/25/2023	0.00	600.00

Vendor Number	Vendor Name				Total Vendor Amount
LOCTRU	LOCKHART HARDWARE				1,546.19
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			04/18/2023	1,546.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
45832/1	SCREWS, NUTS, BOLTS	03/29/2023	04/25/2023	0.00	1.84
45835/1	OPERATING SUPPLIES- 3P FILES, MICRO LOOP	03/29/2023	04/25/2023	0.00	37.50
45845/1	SHOP SUPPLIES	03/29/2023	04/25/2023	0.00	3.98
45870/1	BATTERY MED 76A/LR44 4PK	03/31/2023	04/25/2023	0.00	7.99
45878/1	GFCI RECP OUTLT 20A WHT	03/31/2023	04/25/2023	0.00	53.98
45883/1	MAINTENANCE SUPPLIES	03/31/2023	04/25/2023	0.00	21.14
45894/1	MAINTENANCE SUPPLIES	04/03/2023	04/25/2023	0.00	79.83
45898/1	MAINTENANCE SUPPLIES	04/03/2023	04/25/2023	0.00	54.35
45904/1	MAINTENACE SUPPLIES	04/03/2023	04/25/2023	0.00	27.98
45919/1	CCJC MAINTENANCE	04/04/2023	04/25/2023	0.00	11.58
45921/1	MAINTENACE SUPPLIES	04/04/2023	04/25/2023	0.00	499.99
45933/1	OPERATING SUPPLIES- MOTOROIL	04/04/2023	04/25/2023	0.00	27.99
45934/1	MAINTENANCE SUPPLIES	04/04/2023	04/25/2023	0.00	77.12
45965/1	TOOLS/SUPPLIES	04/06/2023	04/25/2023	0.00	47.81
45966/1	MAINTENANCE SUPPLIES	04/06/2023	04/25/2023	0.00	7.99
45967/1	MAINTENANCE SUPPLIES	04/06/2023	04/25/2023	0.00	8.99
45971/1	MAINTENANCE SUPPLIES	04/06/2023	04/25/2023	0.00	45.99
45988/1	MAINTENANCE SUPPLIES	04/10/2023	04/25/2023	0.00	35.97
45991/1	OPERATING SUPPLIES	04/10/2023	04/25/2023	0.00	104.80
45998/1	MAINTENANCE SUPPLIES	04/10/2023	04/25/2023	0.00	69.97
45999/1	MAINTENANCE SUPPLIES	04/10/2023	04/25/2023	0.00	36.97
46013/1	MAINTENANCE SUPPLIES	04/11/2023	04/25/2023	0.00	87.56
46023/1	MAINTENANCE SUPPLIES	04/12/2023	04/25/2023	0.00	33.98
46026/1	MAINTENANCE SUPPLIES	04/12/2023	04/25/2023	0.00	23.74
46028/1	MAINTENANCE SUPPLIES	04/12/2023	04/25/2023	0.00	117.97
46056/1	MAINTENANCE SUPPLIES	04/13/2023	04/25/2023	0.00	19.18

Vendor Number	Vendor Name				Total Vendor Amount
LOCCOM	LOCKHART MOTOR COMPANY				21.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			04/18/2023	21.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
101268	FLEET	03/30/2023	04/25/2023	0.00	21.00

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Vendor Number	Vendor Name					Total Vendor Amount
LOCPOS	LOCKHART POST REGISTER					29.24
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		29.24
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
00095077	FOUND 3COWS, PONY, BULL	03/31/2023	04/25/2023	0.00		29.24
LONLIV	LONGHORN S LIVESTOCK FEED					352.55
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		352.55
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
25464	BALE 2STRAND, PELLET, HAY EXTENDER CUBE	03/31/2023	04/25/2023	0.00		345.40
25742	SERVICE CHARGE	03/31/2023	04/25/2023	0.00		7.15
JCOJAN	M.B. HAMMO ENTERPRISES, LLC					1,845.96
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		1,845.96
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
93128	JCO Janitorial Supply Blanket PO 3.29.23	03/29/2023	04/25/2023	0.00		976.61
93148	JCO Janitorial Supply Blanket PO FY 4.5.23	04/05/2023	04/25/2023	0.00		869.35
MARRAY	MARTIN RAY MARTINEZ					180.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		180.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
03/30/2023	HOG GRANT 22-23	03/30/2023	04/25/2023	0.00		180.00
MELRUI	MELANIE B. RUIZ					133.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		133.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
04/13/2023	EMP TRAVEL EXP FORM	04/13/2023	04/25/2023	0.00		133.00
NETDAT	NET DATA					530.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		530.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
03/2023	NETDATA JP1, JP2, JP3, JP4	03/01/2023	04/25/2023	0.00		530.00
NICLOV	NICOLE WORSLY LOVE					3,661.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		3,661.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
21-FL-639 2	CHILDREN OLIVO CAUSE#21-FL-639	03/30/2023	04/25/2023	0.00		469.00
22-FL-381	CHIL0 SMITH-DEARING CAUSE#22-FL381	04/05/2023	04/25/2023	0.00		2,177.00
22-FL-540	ROAND/OROSCO CAUSE#22-FL-540	04/05/2023	04/25/2023	0.00		518.00
23-FL-035	CHILDREN GREENE/WILLS CAUSE#23-FL-035	04/05/2023	04/25/2023	0.00		497.00
OBAFLUN	O'BANNON FUNERAL HOME					800.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		800.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
J.Cervantes 1.22.23	O'Bannon Funeral Blanket PO FY 22-23	01/22/2023	04/25/2023	0.00		800.00

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Vendor Number <u>OFFIDE</u>	Vendor Name ODP BUSINESS SOLUTIONS					Total Vendor Amount 722.67
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			722.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>304389046001</u>	OFFICE SUPPLIES	03/28/2023	04/25/2023	0.00	114.42	
<u>304389284001</u>	OFFICE SUPPLIES	03/28/2023	04/25/2023	0.00	18.58	
<u>305100571001</u>	OFFICE SUPPLIES	04/06/2023	04/25/2023	0.00	47.37	
<u>305101348001</u>	OFFICE SUPPLIES	04/06/2023	04/25/2023	0.00	7.59	
<u>305363347001</u>	OFFICE SUPPLIES	03/27/2023	04/25/2023	0.00	355.98	
<u>306113156001</u>	OFFICE SUPPLIES	04/05/2023	04/25/2023	0.00	159.96	
<u>306647982001</u>	OFFICE SUPPLIES	03/31/2023	04/25/2023	0.00	18.77	

Vendor Number <u>OMNBAS</u>	Vendor Name OMNIBASE SERVICES OF TEXAS, LP					Total Vendor Amount 2,370.00
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/11/2023		0.00	2,370.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>04/11/2023</u>	FTA- PCT 1,2,3 &4	04/11/2023	04/25/2023	0.00	2,370.00	

Vendor Number <u>O'REIL</u>	Vendor Name O'REILLY AUTOMOTIVE, INC.					Total Vendor Amount 84.47
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			84.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0642_150454</u>	REPAIRS & MAINTENANCE	03/10/2023	04/25/2023	0.00	17.98	
<u>0642_152909</u>	SUPPLIES- GREASE, LOCKNUT SCKT	03/21/2023	04/25/2023	0.00	66.49	

Vendor Number <u>PANVET</u>	Vendor Name PANORAMIC VETPRO, INC.					Total Vendor Amount 262.50
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			262.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>13107</u>	VETPRO NAT ANNUAL LIC FEE	03/31/2023	04/25/2023	0.00	262.50	

Vendor Number <u>PARTOW</u>	Vendor Name PARTS TOWN, LLC					Total Vendor Amount 850.76
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			850.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>32203513</u>	Kitchen Griddle Repair	03/02/2023	04/25/2023	0.00	850.76	

Vendor Number <u>PATMAR</u>	Vendor Name PATHMARK TRAFFIC PROD. OF TX INC					Total Vendor Amount 644.00
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			644.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15795</u>	Pathmark Blanket PO FY 22-23	03/29/2023	04/25/2023	0.00	644.00	

Vendor Number <u>PEGTEM</u>	Vendor Name PERFORMANCE FOODSERVICE - TEMPLE					Total Vendor Amount 6,979.65
Payment Type Check	Payment Number	Payable Date	Due Date	Discount Amount	Payment Amount	
		04/18/2023			6,979.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1899610</u>	Cust # 435577	03/30/2023	04/25/2023	0.00	1,158.97	
<u>1902348</u>	Cust # 435577	04/03/2023	04/25/2023	0.00	1,520.11	
<u>1906432</u>	Cust # 435577	04/06/2023	04/25/2023	0.00	1,656.37	
<u>1909239</u>	Cust # 435577	04/10/2023	04/25/2023	0.00	2,644.20	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>PETRA</u>	PETROLEUM TRADERS CORPORATION					10,227.57
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		10,227.57
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>1872823</u>	Acct # 990644/1	04/05/2023	04/25/2023	0.00		10,227.57
<u>PHITUR</u>	PHILLIP G TURNER					1,310.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		1,310.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>07-279</u>	COURT APPOINTED ATTORNEY PHIL TURNER	03/30/2023	04/25/2023	0.00		655.00
<u>22-272</u>	CAUSE#22-272 NELLEY CASTRO QUIJADE	03/31/2023	04/25/2023	0.00		655.00
<u>PRISOL</u>	PRINTING SOLUTIONS					399.73
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		399.73
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>3534 POS</u>	BUSINESS CARDS	03/22/2023	04/25/2023	0.00		87.75
<u>3562 POS</u>	LETTERS TESTAMENTARY	03/30/2023	04/25/2023	0.00		289.90
<u>3571 POS</u>	OPERATING SUPPLIES-CARDBOARD SHIPPING TUBE	04/04/2023	04/25/2023	0.00		22.08
<u>QUAFIN</u>	QUADIENT FINANCE USA, INC					429.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		349.28
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>03/12/2023</u>	POSTAGE	03/12/2023	04/25/2023	0.00		349.28
Check				04/18/2023		80.22
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>03/30/2023</u>	POSTAGE	03/30/2023	04/25/2023	0.00		80.22
<u>QUALEA</u>	QUADIENT LEASING USA, INC					647.46
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		179.16
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>N9871686</u>	CONTRACT SRVC-LEASE QUADIENT POSTAGE MACHINE	03/24/2023	04/25/2023	0.00		179.16
Check				04/18/2023		468.30
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>N9873610</u>	Cust # 01054254	03/26/2023	04/25/2023	0.00		468.30
<u>QUAINC</u>	QUADIENT, INC					34.20
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		34.20
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>16954815</u>	POSTAGE-SHEETS	03/24/2023	04/25/2023	0.00		34.20
<u>RCITEC</u>	RECORDS CONSULTANTS, INC.					4,758.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		4,758.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>48157</u>	RCI Records Retention	04/06/2023	04/25/2023	0.00		4,758.00

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Vendor Number	Vendor Name					Total Vendor Amount
LEXINE	RELX INC. DBA LEXISNEXIS					1,030.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	80.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094246738	Lexis Nexis Blanket PO FY 22-23	12/31/2022	04/25/2023	0.00	80.00	
Check				04/18/2023	435.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094250316	acct # 422NHLBG4	12/31/2022	04/25/2023	0.00	435.00	
Check				04/18/2023	80.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094398384	Acct # 422MKTQ29	03/31/2023	04/25/2023	0.00	80.00	
Check				04/18/2023	435.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3094417713	Acct # 422NHLBG4	03/31/2023	04/25/2023	0.00	435.00	
Vendor Number	Vendor Name					Total Vendor Amount
RINCEN	RingCentral, Inc					1,103.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	1,103.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CD_000565850	Cust ID 2292224005	04/02/2023	04/25/2023	0.00	1,103.99	
Vendor Number	Vendor Name					Total Vendor Amount
SANANT	SAN ANTONIO CODE BLUE # 2					381.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	381.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
70680	CONSTABLE 4 UNIFORMS/EXPENSES	04/04/2023	04/25/2023	0.00	159.00	
70884	UNIFORMS	04/11/2023	04/25/2023	0.00	222.00	
Vendor Number	Vendor Name					Total Vendor Amount
SARFUL	SARAH FULLILOVE					114.14
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	114.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04/13/2023	EMPLOYEE REIMBURSEMENT- SARAH FULLILOVE	04/13/2023	04/25/2023	0.00	114.14	
Vendor Number	Vendor Name					Total Vendor Amount
REDAUT	SEAN MATTHEW MANN					846.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	846.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
154554	OPERATING SUPPLIES-SOLAR 9 WATT KIT	03/16/2023	04/25/2023	0.00	201.99	
154677	CREDIT ON INVC #154554	03/20/2023	03/20/2023	0.00	-41.00	
155275	SUPPLIES-FLATBED CHAIN RATCHETS	03/29/2023	04/25/2023	0.00	254.56	
155291	OPERATING SUPPLIES- OIL FILTER	03/30/2023	04/25/2023	0.00	10.66	
155364	SUPPLIES-HYDRAULIC FILTERX2, HYDAGRUCULTURAL FLUID	03/31/2023	04/25/2023	0.00	134.55	
155490	SUPPLIES-CABIN AIR FILTERX8	04/04/2023	04/25/2023	0.00	126.00	
155613	SUPPLIES-BRAKE, GLASS, BUG CLEANER	04/06/2023	04/25/2023	0.00	124.50	
155698	SUPPLIES-WHEEL BEARING, GREASE	04/10/2023	04/25/2023	0.00	34.97	
Vendor Number	Vendor Name					Total Vendor Amount
SECONE	SECURITY ONE, INC					25.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/18/2023	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1097963	JP3 SIMON BULDING MAXWELL-CUST#805335	03/23/2023	04/25/2023	0.00	25.00	

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Vendor Number	Vendor Name			Total Vendor Amount
SMISUP	SMITH SUPPLY CO.- LOCKHART			723.43
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	723.43	
Payable Number	Description	Payable Date	Due Date	Discount Amount
2303-528722	SUPPLIES-CHEM.HYDRATE LIME#50	03/06/2023	04/25/2023	0.00
2303-529525	SUPPLIES-CHEM.HYDRATE LIME#50	03/09/2023	04/25/2023	0.00
2303-52997	SUPPLIES-CHEM HYDRATE LIME #50	03/10/2023	04/25/2023	0.00
2303-534121	SUPPLIES-WOOD SURVEY STK BUNDLE	03/27/2023	04/25/2023	0.00
2303-534180	VEGETATION-ERASER MAX WEED & GRASS KILL 2.5	03/27/2023	04/25/2023	0.00
2303-535370	SUPPLIES-DOW SILICONE, HEX HS SDS	03/31/2023	04/25/2023	0.00
2304-536467	ACCT#2-516 ARM&HAMMER BAKING SODA	04/04/2023	04/25/2023	0.00
2304-536675	MAINTENANCE SUPPLIES	04/04/2023	04/25/2023	0.00
2304-537370	MAINTENANCE SUPPLIES	04/08/2023	04/25/2023	0.00
2304-538290	MAINTENANCE SUPPLIES	04/12/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
SMILUL	SMITH SUPPLY CO.-LULING			659.90
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	659.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount
2304-536489	ERASER MAX WEED & GRASS KILL 2.5	04/04/2023	04/25/2023	0.00
2304-536499	SUPPLIES-HEX NUT FULL, CAR SCREW	04/04/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
SOUHEA	SOUTHERN HEALTH PARTNERS, INC.			48,322.45
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	48,322.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount
BASE47077	MAY 2023 BASE	04/02/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
SOUTIR	SOUTHERN TIRE MART, LLC			5,416.21
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	5,416.21	
Payable Number	Description	Payable Date	Due Date	Discount Amount
4650146601	Cust # 0280894	03/29/2023	04/25/2023	0.00
4650146792	Customer # 0142726	03/30/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
STEBEC	STEPHEN BECK			325.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	325.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount
03/30/2023	HOG GRANT 22-23	03/30/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
SUMBEN	SUMMER BENFORD			1,379.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	1,379.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount
22-FL-084_1	CHILD REED CAUSE#22-FL-084	04/05/2023	04/25/2023	0.00
22-FL-540	CHILDREN ROLAND/OROSCO CAUSE# 22-FL-540	04/05/2023	04/25/2023	0.00

Vendor Number	Vendor Name			Total Vendor Amount
SYSCO	SYSCO CENTRAL TEXAS, INC			6,643.57
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		04/18/2023	6,643.57	
Payable Number	Description	Payable Date	Due Date	Discount Amount
713481475	Cust # 043430	03/29/2023	04/25/2023	0.00
713481476	Cust # 043430	03/29/2023	04/25/2023	0.00
713481477	Cust # 043430	03/29/2023	04/25/2023	0.00

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713489177	Cust # 043430	03/31/2023	04/25/2023	0.00	204.78
713489178	Cust # 043430	03/31/2023	04/25/2023	0.00	1,084.31
713509661	Cust # 043430	04/05/2023	04/25/2023	0.00	37.70
713509662	Cust # 043430	04/05/2023	04/25/2023	0.00	1,735.36
713516718	Cust # 043430	04/07/2023	04/25/2023	0.00	107.59
713516719	Cust # 043430	04/07/2023	04/25/2023	0.00	1,434.34

Vendor Number	Vendor Name				Total Vendor Amount
DEPPUB	TEXAS DEPT. OF PUBLIC SAFETY				4.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	4.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CRS-202303-259599	SECURE SITE CCH NAME SEARCH	03/31/2023	04/25/2023	0.00	4.00

Vendor Number	Vendor Name				Total Vendor Amount
TEXVITST	TEXAS DEPT.OF STATE HEALTH SERVICES				98.82
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	98.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2018730	VITAL STATISTICS, REMOTE BIRTH ACCESS	04/03/2023	04/25/2023	0.00	98.82

Vendor Number	Vendor Name				Total Vendor Amount
TDCAA	TEXAS DISTRICT & COUNTY ATTORNEYS				185.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	185.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
221737	TDCAA MEMBERSHIP FEES WEBER, GONZALES, GOETZ	04/03/2023	04/25/2023	0.00	185.00

Vendor Number	Vendor Name				Total Vendor Amount
PARWIL	TEXAS PARKS & WILDLIFE DEPARTMENT				128.50
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	128.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
04/11/2023	MARCH 2023 FINES	04/11/2023	04/25/2023	0.00	128.50

Vendor Number	Vendor Name				Total Vendor Amount
TEXSTAR	TEXAS STAR FIRE SYSTEMS, LLC				675.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	675.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2335117	REPAIRS/MAINTENANCE	03/29/2023	04/25/2023	0.00	225.00
2335123	REPAIRS/MAINTENANCE	03/29/2023	04/25/2023	0.00	225.00
2335125	REPAIRS/MAINTENANCE	03/29/2023	04/25/2023	0.00	225.00

Vendor Number	Vendor Name				Total Vendor Amount
JASTRU	THE LAW OFFICES OF JASON TRUMPLER				2,100.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	2,100.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21-311	REYNA CAUSE#21-311	04/10/2023	04/25/2023	0.00	1,000.00
22-302	CANTU CAUSE#22-302	04/10/2023	04/25/2023	0.00	1,100.00

Vendor Number	Vendor Name				Total Vendor Amount
TOMHAR	THOMAS HARMON				155.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/18/2023	155.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
03/30/2023	HOG GRANT 22-23	03/30/2023	04/25/2023	0.00	155.00

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Vendor Number	Vendor Name					Total Vendor Amount
THOHIL	THOMAS HILLE					1,645.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	1,645.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CN-22-FL-156	J.U CAUSE#22-FL-156	03/30/2023	04/25/2023	0.00	350.00	
CN-22-FL-230_4	I.G CAUSE#22-FL-230	03/30/2023	04/25/2023	0.00	420.00	
CN-22-FL-543	A.M.H CAUSE#CN-22-FL-543	04/13/2023	04/25/2023	0.00	700.00	
CN-23-FL-092	A.M CN-23-FL-092	04/13/2023	04/25/2023	0.00	175.00	

Vendor Number	Vendor Name					Total Vendor Amount
WESGRO	THOMSON REUTERS - WEST PUBLISHING CORP					661.34
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	196.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
848058635	PUBLICATIONS	04/01/2023	04/25/2023	0.00	196.00	
Check			04/18/2023	360.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
848063429	PUBLICATIONS	04/01/2023	04/25/2023	0.00	360.00	
Check			04/18/2023	105.34		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
848168463	PUBLICATIONS	04/04/2023	04/25/2023	0.00	105.34	

Vendor Number	Vendor Name					Total Vendor Amount
TODSMI	TODD SMITH					110.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	110.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03/30/2023	HOG GRANT 22-23	03/30/2023	04/25/2023	0.00	110.00	

Vendor Number	Vendor Name					Total Vendor Amount
TRARIS	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, I					75.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	75.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
234599_MARCH	DUES & SUBSCRIPTIONS	04/01/2023	04/25/2023	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
TRAMED	TRAVIS COUNTY MEDICAL EXAMINER					3,778.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	3,778.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3300006961	Cust# 10155 - PA 23-00476	04/04/2023	04/25/2023	0.00	3,778.00	

Vendor Number	Vendor Name					Total Vendor Amount
TYLTEC	TYLER TECHNOLOGIES, INC.					2,230.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	2,230.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
025-413694	Tyler Tech 1099/W2 IRS E-File	02/22/2023	04/25/2023	0.00	2,230.00	

Vendor Number	Vendor Name					Total Vendor Amount
UNIFIR	UNIFIRST CORPORATION					161.82
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			04/18/2023	161.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2740036120	Cust # 267519 3.3.23	03/03/2023	04/25/2023	0.00	80.91	
2740043955	Cust # 267519 3.31.23	03/31/2023	04/25/2023	0.00	80.91	

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Vendor Number	Vendor Name					Total Vendor Amount
CNASUR	WESTERN SURETY COMPANY					71.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		71.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
72543168N	TX NOTARY PUBLIC-KRISTIANNA ORTIZ	04/11/2023	04/25/2023	0.00		71.00
WILGRA	WILLIAM CHARLES GRAVES					120.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		120.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
04/05/2023	TOBACCO ENFORCEMENT PROGRAM MINOR STINGS	04/05/2023	04/25/2023	0.00		120.00
WORQUE	WORK QUEST, F/K/A TIBH INDUSTRIES, INC					145.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		145.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
0222401	TOXICOLOGY & BLOOD ALCHL KITS	03/31/2023	04/25/2023	0.00		145.00
XERCOR	XEROX CORPORATION					852.38
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		596.38
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
3960120	Contract # 010-0063777-003	03/10/2023	04/25/2025	0.00		596.38
Check				04/18/2023		256.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
4083806	Contract # 010-0135497-001	04/07/2023	04/25/2023	0.00		256.00
XLPART	XL PARTS, LLC					1,386.59
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/18/2023		1,386.59
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
0416UI0673	OPERATING SUPPLIES-BRAKE LINING	03/06/2023	04/25/2023	0.00		103.46
0416UI4634	OPERATING SUPPLIES-BRAKE PADS, BRAKE ROTOR	03/06/2023	04/25/2023	0.00		149.99
0416UM1809	OPERATING SUPPLIES-BRAKE ROTOR	03/10/2023	04/25/2023	0.00		185.98
0416UN6142	OPERATING SUPPLIES- FILTERS,	03/13/2023	04/25/2023	0.00		269.09
0416UO4385	OPERATING SUPPLIES-AIR, OIL FILTER	03/14/2023	04/25/2023	0.00		51.36
0416UO4123	OPERATING SUPPLIES- AIR, OIL FILTER	03/16/2023	04/25/2023	0.00		44.35
0416UO5416	OPERATING SUPPLIES-AIR FILTER	03/16/2023	04/25/2023	0.00		43.53
0416UU1827	OPERATING SUPPLIES-SENSOR FUEL INJECTOR	03/21/2023	04/25/2023	0.00		121.66
0416UV6178	OPERATING SUPPLIES- COIL IGNITION, SPARK PLUG	03/23/2023	04/25/2023	0.00		160.36
0416UW8021	OPERATING SUPPLIES-WIPER	03/24/2023	04/25/2023	0.00		33.96
0416VA4095	OPERATING SUPPLIES- FILTER, WASHER FLUID, BRAKE	03/29/2023	04/25/2023	0.00		263.62
CM0000874	AIR FILTER	03/15/2023	03/15/2023	0.00		-40.77

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	351	204	0.00	522,768.71
Packet Totals:		351	204	0.00	522,768.71

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-522,768.71
Packet Totals:		-522,768.71



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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
NET DATA	03/2023	NETDATA JP4	I TICKETS - NET DATA (needed ...	001-1281	6.00
NET DATA	03/2023	NETDATA JP3	I TICKETS - NET DATA (needed ...	001-1281	68.00
NET DATA	03/2023	NETDATA JP2	I TICKETS - NET DATA (needed ...	001-1281	318.00
NET DATA	03/2023	NETDATA JP1	I TICKETS - NET DATA (needed ...	001-1281	138.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	DISTRICT CLERK	DUE TO ADR-Alternative Dispu...	001-2308	345.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	JP PCT 4	DUE TO ADR-Alternative Dispu...	001-2308	45.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	JP PCT 3	DUE TO ADR-Alternative Dispu...	001-2308	30.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	JP PCT 2	DUE TO ADR-Alternative Dispu...	001-2308	80.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	JP PCT 1	DUE TO ADR-Alternative Dispu...	001-2308	140.00
CENTRAL TEXAS ALTERNATIVE...	03/2023	COUNTY CLERK	DUE TO ADR-Alternative Dispu...	001-2308	165.15
QUADIENT FINANCE USA, INC	03/12/2023	POSTAGE	POSTAGE INVENTORY	001-1370	349.28
TEXAS PARKS & WILDLIFE DEP...	04/11/2023	MARCH 2023 FINES	DUE TO PARKS & WILDLIFE DE...	001-2300	128.50
OMNIBASE SERVICES OF TEXAS..	04/11/2023	FTA- PCT A REP#123-004028	DUE TO State-Failure to Appea...	001-2730	222.00
OMNIBASE SERVICES OF TEXAS..	04/11/2023	FTA- PCT 1 REP#123-001028	DUE TO State-Failure to Appea...	001-2730	840.00
OMNIBASE SERVICES OF TEXAS..	04/11/2023	FTA- PCT 2 REP#123-002028	DUE TO State-Failure to Appea...	001-2730	684.00
OMNIBASE SERVICES OF TEXAS..	04/11/2023	FTA- PCT 3 REP#123-003028	DUE TO State-Failure to Appea...	001-2730	624.00
GRAVES, HUMPHRIES, STAHL, ...	04/11/2023	G/H/S COLLECTIONS JP4	DUE TO GRAVES, HUMPHRIES,...	001-2835	1,580.16
GRAVES, HUMPHRIES, STAHL, ...	04/11/2023	G/H/S COLLECTIONS JP2	DUE TO GRAVES, HUMPHRIES,...	001-2835	3,895.68
GRAVES, HUMPHRIES, STAHL, ...	04/11/2023	G/H/S COLLECTIONS JP3	DUE TO GRAVES, HUMPHRIES,...	001-2835	3,268.92
GRAVES, HUMPHRIES, STAHL, ...	04/11/2023	G/H/S COLLECTIONS JP1	DUE TO GRAVES, HUMPHRIES,...	001-2835	3,403.53
					16,331.22
Department : 2130 - COUNTY AUDITOR					
TYLER TECHNOLOGIES, INC.	025-413694	Electronic Filing - Late Fee	Tyler Tech Training	001-2130-4815	50.00
TYLER TECHNOLOGIES, INC.	025-413694	Electronic Filing - Late Fee	Tyler Tech Training	001-2130-4815	180.00
TYLER TECHNOLOGIES, INC.	025-413694	Electronic Filing - 1099	Tyler Tech Training	001-2130-4815	1,200.00
TYLER TECHNOLOGIES, INC.	025-413694	Electronic Filing - W2	Tyler Tech Training	001-2130-4815	800.00
					Department 2130 - COUNTY AUDITOR Total: 2,230.00
Department : 2140 - TAX ASSESSOR - COLLECTOR					
DARLA LAW	03/01/2023	MILEAGE REIMBURSEMENT	TRANSPORTATION	001-2140-4260	289.51
					Department 2140 - TAX ASSESSOR - COLLECTOR Total: 289.51
Department : 2150 - COUNTY CLERK					
PRINTING SOLUTIONS	3562 POS	LETTERS TESTAMENTARY	OFFICE SUPPLIES	001-2150-3110	289.90
CITIBANK NA	04/12/2023	CITIBANK-TEXAS ASSOCIATION	DUES & SUBSCRIPTIONS	001-2150-3050	125.00
TEXAS DEPT.OF STATE HEALTH...	2018730	VITAL STATISTICS, REMOTE BL...	Remote Site Trans Fees	001-2150-3145	98.82
					Department 2150 - COUNTY CLERK Total: 513.72
Department : 3200 - DISTRICT ATTORNEY					
DAVID BROOKS, ATTORNEY AT...	03/28/2023	PUBLICATIONS	PUBLICATIONS	001-3200-4315	100.00
TRANSUNION RISK AND ALTE...	234599 MARCH	DUES & SUBSCRIPTIONS	DUES & SUBSCRIPTIONS	001-3200-3050	75.00
THOMSON REUTERS - WEST P...	848058635	PUBLICATIONS	PUBLICATIONS	001-3200-4315	196.00
THOMSON REUTERS - WEST P...	848063429	PUBLICATIONS	PUBLICATIONS	001-3200-4315	360.00
DEWITT POTH & SON	715193-0	OFFICE SUPPLIES- FASTENER, S...	OFFICE SUPPLIES	001-3200-3110	301.59
DEWITT POTH & SON	715205-0	OFFICE SUPPLIES-ENVP, CD-R, ...	OFFICE SUPPLIES	001-3200-3110	467.68
DELL MARKETING L.P.	10663163169548	OptiPlex 5000 Computer	MACHINERY AND EQUIPMENT	001-3200-5310	1,092.10
DOCUMENT LOGISTIX, LLC	2023071	Annual maintenance	REPAIRS & MAINTENANCE	001-3200-4510	15,228.94
TEXAS DISTRICT & COUNTY AT...	221737	TDCAA MEMBERSHIP FEES	DUES & SUBSCRIPTIONS	001-3200-3050	185.00
THOMSON REUTERS - WEST P...	848168463	PUBLICATIONS	PUBLICATIONS	001-3200-4315	105.34
					Department 3200 - DISTRICT ATTORNEY Total: 18,111.65
Department : 3201 - ENVIRONMENTAL TASK FORCE					
CENTRAL TEXAS REFUSE, INC	0000484480	Dumpster Rental	RENTALS	001-3201-4610	574.23
GT DISTRIBUTORS, INC.	DPT000309623	TRAINING	TRAINING	001-3201-4810	347.88
					Department 3201 - ENVIRONMENTAL TASK FORCE Total: 922.11

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 3220 - DISTRICT CLERK					
DEWITT POTH & SON	712799-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3220-3110	378.31
DEWITT POTH & SON	712799-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3220-3110	52.94
PRINTING SOLUTIONS	3534 POS	BUSINESS CARDS	OFFICE SUPPLIES	001-3220-3110	87.75
DEWITT POTH & SON	714788-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3220-3110	111.08
Department 3220 - DISTRICT CLERK Total:					630.08
Department : 3230 - DISTRICT JUDGE					
RELX INC. DBA LEXISNEXIS	3094246738	Office Supplies Blanket PO	OFFICE SUPPLIES	001-3230-3110	80.00
PHILLIP G TURNER	07-279	COURT APPOINTED ATTORNEY...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	07-279	COURT APPOINTED ATTORNEY...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
GLEN A. GRUNBERGER	17-FL-357 17	CHILDREN TOKOLA CAUSE#17-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	539.00
JESSICA DEVANEY	21-FL-093	S.L.T CAUSE#21-FL-093	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	777.00
NICOLE WORSLY LOVE	21-FL-639 2	CHILDREN OLIVO CAUSE#21-FL...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	469.00
GLEN A. GRUNBERGER	22-FL-084 4	CHILDREN REED CAUSE#22-FL-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,120.00
GLEN A. GRUNBERGER	22-FL-520 1	CHILDREN GARICA CAUSE#22-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	315.00
GLEN A. GRUNBERGER	22-FL-543	CHILDREN MARTINEZ CAUSE#...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	693.00
THOMAS HILLE	CN-22-FL-156	J.U CAUSE#22-FL-156	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	350.00
THOMAS HILLE	CN-22-FL-230 4	I.G CAUSE#22-FL-230	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	420.00
PHILLIP G TURNER	22-272	COURT APOINTEED ATTORNEY ...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PHILLIP G TURNER	22-272	COURT APOINTEED ATTORNEY ...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
RELX INC. DBA LEXISNEXIS	3094398384	Office Supplies Blanket PO	OFFICE SUPPLIES	001-3230-3110	80.00
THE LAW OFFICES OF JASON T...	21-311	REYNA CAUSE#21-311	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
THE LAW OFFICES OF JASON T...	22-302	CANTU CAUSE#22-302	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,100.00
CLIFFORD W. MCCORMACK	22-163	ANTHONY FOWLER CAUSE#22-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	850.00
JANA CLIFT-WILLIAMS	21-FL-628 14	CHILDREN SMITH-DEARING C...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	497.00
THOMAS HILLE	CN-22-FL-543	A.M.H CAUSE#CN-22-FL-543	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	700.00
THOMAS HILLE	CN-23-FL-092	A.M CAUSE#CN-23-FL-092	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	175.00
LINDI S. ROBERTS & ASSOCIAT...	2023053LR	VISITING COURT REPORTER	VISITING COURT REPORTERS	001-3230-4030	600.00
ADAM D. ROWINS	17-FL-357 30	CHILDREN TOKOLA CAUSE#17-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	49.00
JAMES B. PEPLINSKI	21-FL-132 1	CHILDREN LOPEZ CAUSE#21-FL...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	700.00
SUMMER BENFORD	22-FL-084 1	CHILD REED CAUSE#22-FL-084	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	959.00
ADAM D. ROWINS	22-FL-230 4	CHILD GARCIA CAUSE#22-FL-2...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	49.00
NICOLE WORSLY LOVE	22-FL-381	CHILD SMITH-DEARING CAUSE...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	2,177.00
ADAM D. ROWINS	22-FL-504 3	CHILDREN PALMER CAUSE#22-...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	112.00
NICOLE WORSLY LOVE	22-FL-540	ROAND/OROSCO CAUSE#22-FL...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	518.00
SUMMER BENFORD	22-FL-540	CHILDREN ROLAND/OROSCO ...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	420.00
NICOLE WORSLY LOVE	23-FL-035	CHILDREN GREENE/WILLS CAU...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	497.00
Department 3230 - DISTRICT JUDGE Total:					16,556.00
Department : 3240 - COUNTY COURT LAW					
DEWITT POTH & SON	713312-0	PR2448LMY Return - Left	OFFICE SUPPLIES	001-3240-3110	290.55
DEWITT POTH & SON	713312-0	PR2448LMY Return - Left	MACHINERY AND EQUIPMENT	001-3240-5310	294.45
DEWITT POTH & SON	713312-0	PC2472RMY Credenza - Right	MACHINERY AND EQUIPMENT	001-3240-5310	805.92
COLIN WISE	2944-23CC	CHILD HOLDEN CAUSE#2944-2...	JUVENILE - INDIGENT ATTORN...	001-3240-4180	500.00
Department 3240 - COUNTY COURT LAW Total:					1,890.92
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
JESSICA ALONZO	04/13/2023	EMPLOYEE TRAVEL EXPENSE F...	TRAINING	001-3251-4810	444.44
MELANIE B. RUIZ	04/13/2023	EMP TRAVEL EXP FORM-TRAIN...	TRAINING	001-3251-4810	133.00
Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:					577.44
Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3					
CAP FLEET UPFITTERS, LLC	CAPI111164	Running Boards, Labor & Suppl...	MACHINERY AND EQUIPMENT	001-3253-5310	1,062.00
DEWITT POTH & SON	715283-0	OFFICE SUPPLIES- PAPER, BIN...	OFFICE SUPPLIES	001-3253-3110	285.82
Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:					1,347.82
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
DEWITT POTH & SON	714634-0	MAINTENANCE SUPPLIES	OFFICE SUPPLIES	001-3254-3110	82.12
Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:					82.12
Department : 4300 - COUNTY SHERIFF					
JOHNNY & SON'S, LLC	20759	Vehicle Repair 2019 Ford F150...	REPAIRS & MAINTENANCE	001-4300-4510	2,548.05
QUADIENT, INC	16954815	POSTAGE-SHEETS	POSTAGE	001-4300-3120	34.20

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
QUADIENT LEASING USA, INC	N9871686	CONTRACT SRVC-LEASE QUAD...	RENTALS	001-4300-4610	179.16
ODP BUSINESS SOLUTIONS	304389046001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	114.42
ODP BUSINESS SOLUTIONS	304389284001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	18.58
LOCKHART POST REGISTER	00095077	FOUND 3COWS, PONY, BULL	OPERATING SUPPLIES	001-4300-3130	29.24
WORK QUEST, F/K/A TIBH IND...	0222401	TOXICOLOGY & BLOOD ALCHL ...	MACHINERY AND EQUIPMENT	001-4300-5310	145.00
LONGHORN S LIVESTOCK FEED	25464	BALE 2STRAND, PELLET, HAY E...	OPERATING SUPPLIES	001-4300-3130	345.40
LONGHORN S LIVESTOCK FEED	25742	SERVICE CHARGE	OPERATING SUPPLIES	001-4300-3130	7.15
CITIBANK NA	04/12/2023	CITIBANK-GDIT FAA	MACHINERY AND EQUIPMENT	001-4300-5310	5.00
CITIBANK NA	04/12/2023	CITIBANK-FSC	MACHINERY AND EQUIPMENT	001-4300-5310	495.92
CODE 3 ASSOCIATES	P3962	ACO C. Townsend Training	TRAINING	001-4300-4810	500.00
ODP BUSINESS SOLUTIONS	305100571001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	47.37
ODP BUSINESS SOLUTIONS	305101348001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	7.59
JOHNNY & SON'S, LLC	20740	Vehicle Repair #2 2019 Dodge...	REPAIRS & MAINTENANCE	001-4300-4510	1,919.45
JOHNNY & SON'S, LLC	21010	Vehicle Repair 2019 Dodge Du...	REPAIRS & MAINTENANCE	001-4300-4510	1,086.95
Department 4300 - COUNTY SHERIFF Total:					7,483.48

Department : 4310 - COUNTY JAIL

PARTS TOWN, LLC	32203513	Kit Combo W/Valve	REPAIRS & MAINTENANCE	001-4310-4510	489.42
PARTS TOWN, LLC	32203513	Basic Pilot Safety	REPAIRS & MAINTENANCE	001-4310-4510	361.34
5-F MECHANICAL GROUP, INC	41466	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4310-4510	239.00
I-CON SYSTEMS, INC	5I002885	I-CON Replacement Control Bo...	REPAIRS & MAINTENANCE	001-4310-4510	911.71
ODP BUSINESS SOLUTIONS	305363347001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4310-3130	355.98
SYSCO CENTRAL TEXAS, INC	713481475	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	329.04
SYSCO CENTRAL TEXAS, INC	713481476	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	78.80
SYSCO CENTRAL TEXAS, INC	713481477	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,631.65
M.B. HAMMO ENTERPRISES, L...	93128	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	976.61
UNIFIRST CORPORATION	2740036120	Unifirst	OPERATING SUPPLIES	001-4310-3130	80.91
FERRIS JOSEPH PRODUCE, INC.	124477	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	62.25
PERFORMANCE FOODSERVICE ...	1899610	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,158.97
FERRIS JOSEPH PRODUCE, INC.	124478	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	727.50
BLUEBONNET TRAILS MHMR	27-03-2023	Bluebonnet MHMR	PROFESSIONAL SERVICES	001-4310-4110	700.00
UNIFIRST CORPORATION	2740043955	Unifirst	OPERATING SUPPLIES	001-4310-3130	80.91
SYSCO CENTRAL TEXAS, INC	713489177	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	204.78
SYSCO CENTRAL TEXAS, INC	713489178	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,084.31
FERRIS JOSEPH PRODUCE, INC.	124517	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	130.50
FERRIS JOSEPH PRODUCE, INC.	124592	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	92.50
PERFORMANCE FOODSERVICE ...	1909239	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	2,644.20
FARMER BROTHERS. CO.	93463211	Farmer Brothers Coffee	FOOD SUPPLIES	001-4310-3100	367.16
SOUTHERN HEALTH PARTNERS..	BASE47077	Southern Health Professionals...	PROFESSIONAL SERVICES	001-4310-4110	48,322.45
FERRIS JOSEPH PRODUCE, INC.	124522	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	75.50
PERFORMANCE FOODSERVICE ...	1902348	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,520.11
FLOWERS BAKING CO. OF SAN...	4038385183	Flowers Baking	FOOD SUPPLIES	001-4310-3100	612.35
I-CON SYSTEMS, INC	5000033307	REPAIRS & MAINTENANCE BA...	REPAIRS & MAINTENANCE	001-4310-4510	236.58
ODP BUSINESS SOLUTIONS	306113156001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4310-3130	159.96
SYSCO CENTRAL TEXAS, INC	713509661	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	37.70
SYSCO CENTRAL TEXAS, INC	713509662	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,735.36
M.B. HAMMO ENTERPRISES, L...	93148	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	869.35
FERRIS JOSEPH PRODUCE, INC.	124547	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	39.75
PERFORMANCE FOODSERVICE ...	1906432	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,656.37
FERRIS JOSEPH PRODUCE, INC.	124555	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	364.00
SYSCO CENTRAL TEXAS, INC	713516718	Sysco Operating Supplies FY 22..	OPERATING SUPPLIES	001-4310-3130	107.59
SYSCO CENTRAL TEXAS, INC	713516719	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,434.34
FERRIS JOSEPH PRODUCE, INC.	124565	Ferris Joseph	FOOD SUPPLIES	001-4310-3100	142.50
FLOWERS BAKING CO. OF SAN...	4038385269	Flowers Baking	FOOD SUPPLIES	001-4310-3100	670.96
Department 4310 - COUNTY JAIL Total:					70,692.41

Department : 4324 - CONSTABLES - PCT 4

SAN ANTONIO CODE BLUE # 2	70884	UNIFORMS	UNIFORMS-Expenses	001-4324-3140	222.00
SAN ANTONIO CODE BLUE # 2	70680	CONSTABLE 4 UNIFORMS/EXP...	UNIFORMS-Expenses	001-4324-3140	159.00
Department 4324 - CONSTABLES - PCT 4 Total:					381.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 6510 - NON-DEPARTMENTAL					
O'BANNON FUNERAL HOME	J Cervantes 1.22.23	Transport Blanket PO FY 22-23	AUTOPSY	001-6510-4123	800.00
DOUCET & ASSOCIATES, INC	2301001	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	3,961.25
DOUCET & ASSOCIATES, INC	2301002	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	187.50
DOUCET & ASSOCIATES, INC	2301003	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	865.00
DOUCET & ASSOCIATES, INC	2301004	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	343.75
DOUCET & ASSOCIATES, INC	2301005	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	400.00
DOUCET & ASSOCIATES, INC	2301006	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	5,401.25
DOUCET & ASSOCIATES, INC	2301007	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2301008	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	68.75
DOUCET & ASSOCIATES, INC	2301009	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	862.54
DOUCET & ASSOCIATES, INC	2301010	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2301011	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	987.50
DOUCET & ASSOCIATES, INC	2301012	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	612.50
DOUCET & ASSOCIATES, INC	2301013	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	756.25
DOUCET & ASSOCIATES, INC	2301014	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2301015	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	600.00
DOUCET & ASSOCIATES, INC	2301016	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	70.00
DOUCET & ASSOCIATES, INC	2301017	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2301018	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	730.00
DOUCET & ASSOCIATES, INC	2301019	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	206.25
DOUCET & ASSOCIATES, INC	2301020	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	281.25
DOUCET & ASSOCIATES, INC	2301021	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2301022	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2301023	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	962.50
DOUCET & ASSOCIATES, INC	2301165	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	3,861.06
DOUCET & ASSOCIATES, INC	2212182	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,827.00
DOUCET & ASSOCIATES, INC	2211088	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	679.40
DOUCET & ASSOCIATES, INC	2302053	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2302054	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
XEROX CORPORATION	3960120	Lease Blanket PO FY 22-23	RENTALS	001-6510-4610	596.38
FIRST NET BUILT WITH AT&T	287301244412X04032023	Hot Spot Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	3,615.32
QUADIENT LEASING USA, INC	N9873610	Equipment Lease Blanket PO F...	RENTALS	001-6510-4610	468.30
MARTIN RAY MARTINEZ	03/30/2023	HOG OUT PROGRAM	HOG - OUT PROGRAM	001-6510-4870	90.00
TODD SMITH	03/30/2023	HOG OUT PROGRAM	HOG - OUT PROGRAM	001-6510-4870	55.00
STEPHEN BECK	03/30/2023	HOG OUT PROGRAM	HOG - OUT PROGRAM	001-6510-4870	162.50
THOMAS HARMON	03/30/2023	HOG OUT PROGRAM	HOG - OUT PROGRAM	001-6510-4870	77.50
BOBBY HERZOG	03/30/2023	HOG OUT PROGRAM	HOG - OUT PROGRAM	001-6510-4870	5.00
DOUCET & ASSOCIATES, INC	2303008	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	8,381.25
DOUCET & ASSOCIATES, INC	2303009	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	3,818.75
DOUCET & ASSOCIATES, INC	2303010	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	250.00
DOUCET & ASSOCIATES, INC	2303011	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	361.25
DOUCET & ASSOCIATES, INC	2303012	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2303013	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	70.00
DOUCET & ASSOCIATES, INC	2303014	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	902.50
DOUCET & ASSOCIATES, INC	2303015	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	300.00
DOUCET & ASSOCIATES, INC	2303016	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	618.75
DOUCET & ASSOCIATES, INC	2303017	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	832.50
DOUCET & ASSOCIATES, INC	2303018	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2303019	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	855.00
DOUCET & ASSOCIATES, INC	2303020	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,231.25
DOUCET & ASSOCIATES, INC	2303021	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	5,021.25
DOUCET & ASSOCIATES, INC	2303022	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	206.25
DOUCET & ASSOCIATES, INC	2303023	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	2.56
DOUCET & ASSOCIATES, INC	2303024	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	3,130.00
DOUCET & ASSOCIATES, INC	2303025	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	756.25
DOUCET & ASSOCIATES, INC	2303026	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	2303027	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,473.75
DOUCET & ASSOCIATES, INC	2303028	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	412.50
DOUCET & ASSOCIATES, INC	2303029	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	550.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
DOUCET & ASSOCIATES, INC	2303035	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	481.25
DOUCET & ASSOCIATES, INC	2303036	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,100.00
DOUCET & ASSOCIATES, INC	2303037	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	520.00
DOUCET & ASSOCIATES, INC	2303038	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	682.50
DOUCET & ASSOCIATES, INC	2303039	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	345.00
DOUCET & ASSOCIATES, INC	2303040	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	2303041	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,083.75
DOUCET & ASSOCIATES, INC	2303042	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	481.25
DOUCET & ASSOCIATES, INC	2303043	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	2,765.00
DOUCET & ASSOCIATES, INC	2303044	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	300.00
DOUCET & ASSOCIATES, INC	2303045	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	313.75
DOUCET & ASSOCIATES, INC	2303046	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	103.75
DOUCET & ASSOCIATES, INC	2303047	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	138.75
DOUCET & ASSOCIATES, INC	2303048	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2303049	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2303050	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	68.75
DOUCET & ASSOCIATES, INC	2303051	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2303052	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	397.50
DOUCET & ASSOCIATES, INC	2303053	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2303054	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	121.25
DOUCET & ASSOCIATES, INC	2303055	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2303056	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	121.25
DOUCET & ASSOCIATES, INC	2303057	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	155.00
DOUCET & ASSOCIATES, INC	2303058	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	155.00
DOUCET & ASSOCIATES, INC	2303059	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	155.00
DOUCET & ASSOCIATES, INC	2303060	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	361.25
DOUCET & ASSOCIATES, INC	2303217	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	993.75
LEGENDS TRI-COUNTY FUNER...	2022/CMP/04 14	Transportation Fees	AUTOPSY	001-6510-4123	395.00
CHARLES E. LAURENCE, M.D.	79617	Charles Laurence MD Blanket ...	MEDICAL DIRECTOR	001-6510-4100	1,000.00
CITIBANK NA	04/12/2023	CITIBANK-SPECTRUM	FAX & INTERNET	001-6510-4425	325.58
CALDWELL COUNTY TAX ASSE...	1364044 2023	LIC #1364044 VIN ENDS W/ 38...	County Fleet-Tags-Titles	001-6510-4853	7.50
Cobb, Fendley & Associates, In...	310831	Contract for Services	PROFESSIONAL SERVICES	001-6510-4110	4,344.00
TRAVIS COUNTY MEDICAL EX...	3300006961	Autopsy Blanket PO FY 22-23	AUTOPSY	001-6510-4123	3,778.00
CALDWELL COUNTY TAX ASSE...	869683H 2023	VEHICLE INSPECTION	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	GМК2080 2023	VEHICLE INSPECTION	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASSE...	MYJ2743 2023	REGISTRATIO	County Fleet-Tags-Titles	001-6510-4853	7.50
ENTERPRISE FM TRUST	2721	Maintenance Blanket POFY 22...	Lease-REPAIR & MAINTENANCE	001-6510-4841	387.70
ENTERPRISE FM TRUST	2721	Lease Blanket PO FY 22-23	Vehicle Leases	001-6510-4851	72,396.16
RECORDS CONSULTANTS, INC.	48157	Records Retention FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	4,758.00
XEROX CORPORATION	4083806	Lease Blanket PO FY 22-23	RENTALS	001-6510-4610	256.00
Department 6510 - NON-DEPARTMENTAL Total:					159,225.50

Department : 6520 - BUILDING MAINTENANCE

CENTURY HVAC DISTRIBUTING,...	111353296	MAINTENANCE REPAIRS	REPAIRS & MAINTENANCE	001-6520-4510	415.00
DEALERS ELECTRIC	5100563088	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	312.62
GRAINGER	9649275576	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	61.10
SECURITY ONE, INC	1097963	JP3 SIMON BULDING MAXWELL	JP3 SIMON BUILDING-MAXWE...	001-6520-3500	25.00
CENTURY HVAC DISTRIBUTING,...	111372145	TOOLS	REPAIRS & MAINTENANCE	001-6520-4510	12.73
TEXAS STAR FIRE SYSTEMS, LLC	2335117	REPAIRS/MAINTENANCE	REPAIRS & MAINTENANCE	001-6520-4510	225.00
TEXAS STAR FIRE SYSTEMS, LLC	2335123	REPAIRS/MAINTENANCE	REPAIRS & MAINTENANCE	001-6520-4510	225.00
TEXAS STAR FIRE SYSTEMS, LLC	2335125	REPAIRS/MANITENANCE	REPAIRS & MAINTENANCE	001-6520-4510	225.00
LOCKHART HARDWARE	45832/1	SCREWS, NUTS, BOLTS	REPAIRS & MAINTENANCE	001-6520-4510	1.84
CINTAS CORPORATION #86	4150934398	UNIFORMS	UNIFORMS	001-6520-3140	57.91
LOCKHART HARDWARE	45870/1	BATTERY MED 76A/LR44 4PK	MARKET ST. ANNEX-LOCKHART	001-6520-3530	7.99
LOCKHART HARDWARE	45878/1	GFCI RECPT OUTLT 20A WHT	CALDWELL CO. COURTHOUSE	001-6520-5120	53.98
LOCKHART HARDWARE	45883/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	21.14
LOCKHART HARDWARE	45988/1	MAINTENANCE SUPPLIES	JUDICIAL CENTER-LOCKHART	001-6520-3550	35.97
LOCKHART HARDWARE	45998/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	69.97
LOCKHART HARDWARE	45999/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	36.97
LOCKHART HARDWARE	46013/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	87.56
CITIBANK NA	04/12/2023	CITIBANK-NORTHERN TOOL&...	REPAIRS & MAINTENANCE	001-6520-4510	199.99

Expense Approval Register

Packet: APPKT11427 - AP & PO 4.25.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CITIBANK NA	04/12/2023	CITIBANK-NORTHERN TOOL&...	REPAIRS & MAINTENANCE	001-6520-4510	79.98
JOHN DEERE FINANCIAL	2304-181676	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	44.99
SMITH SUPPLY CO.- LOCKHART	2304-538290	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	18.99
LOCKHART HARDWARE	46023/1	MAINTENANCE TOOLS	JUDICIAL CENTER-LOCKHART	001-6520-3550	33.98
LOCKHART HARDWARE	46026/1	MAINTENANCE SUPPLIES	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	23.74
LOCKHART HARDWARE	46028/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	117.97
LOCKHART HARDWARE	46056/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	19.18
LOCKHART HARDWARE	45894/1	MAINTENANCE SUPPLIES	BUILDING MAINTENANCE-LOC...	001-6520-3600	79.83
LOCKHART HARDWARE	45898/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	54.35
LOCKHART HARDWARE	45904/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	27.98
CENTURY HVAC DISTRIBUTING,...	111376282	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	370.15
JOHN DEERE FINANCIAL	2304-176272	SHOP DOOR	BUILDING MAINTENANCE-LOC...	001-6520-3600	27.90
SMITH SUPPLY CO.- LOCKHART	2304-536467	ACCT#2-516 COURTHOUSE	CALDWELL CO. COURTHOUSE	001-6520-5120	22.00
SMITH SUPPLY CO.- LOCKHART	2304-536675	MAINTENANCE SUPPLIES	JUDICIAL CENTER-LOCKHART	001-6520-3550	6.60
LOCKHART HARDWARE	45919/1	CCJC MAINTENANCE	JUDICIAL CENTER-LOCKHART	001-6520-3550	11.58
LOCKHART HARDWARE	45921/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	499.99
LOCKHART HARDWARE	45934/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	77.12
DALE EDWARD LAINE, JR	11761	FLAGS FOR JUSTICE CENTER A...	REPAIRS & MAINTENANCE	001-6520-4510	486.30
CINTAS CORPORATION #86	4151645714	MAINTENANCE UNIFORMS	UNIFORMS	001-6520-3140	57.91
LOCKHART HARDWARE	45965/1	TOOLS/SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	47.81
LOCKHART HARDWARE	45966/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	7.99
LOCKHART HARDWARE	45967/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	8.99
LOCKHART HARDWARE	45971/1	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	45.99
SMITH SUPPLY CO.- LOCKHART	2304-537370	MAINTENANCE SUPPLIES	REPAIRS & MAINTENANCE	001-6520-4510	21.95
Department 6520 - BUILDING MAINTENANCE Total:					4,268.04
Department : 6550 - ELECTIONS					
QUADIENT FINANCE USA, INC	03/30/2023	POSTAGE	POSTAGE	001-6550-3120	80.22
ODP BUSINESS SOLUTIONS	306647982001	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6550-3110	18.77
CARD SERVICE CENTER	04/12/2023	SHERATON GT HOTEL-DEVANT...	TRAINING	001-6550-4810	426.08
CARD SERVICE CENTER	04/12/2023	SHERATON GT HOTEL-DEVANT...	TRAINING	001-6550-4810	407.36
SARAH FULLILOVE	04/13/2023	EMPLOYEE REIMBURSEMENT- ...	TRAINING	001-6550-4810	114.14
Department 6550 - ELECTIONS Total:					1,046.57
Department : 6560 - COMMISSIONERS COURT					
WESTERN SURETY COMPANY	72543168N	TX NOTARY PUBLIC	EMPLOYEE BONDING	001-6560-2070	71.00
CITIBANK NA	04/12/2023	CITIBANK-KALAHARI RESORT	TRAINING	001-6560-4810	203.99
DEWITT POTHS & SON	714821-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6560-3110	250.00
Department 6560 - COMMISSIONERS COURT Total:					524.99
Department : 6570 - VETERAN SERVICE OFFICER					
PANORAMIC VETPRO, INC.	13107	VETPRO NAT USER ANNUAL LI...	MACHINERY AND EQUIPMENT	001-6570-5310	262.50
Department 6570 - VETERAN SERVICE OFFICER Total:					262.50
Department : 6580 - HUMAN RESOURCES					
TEXAS DEPT. OF PUBLIC SAFETY	CRS-202303-259599	SECURE SITE CCH NAME SEAR...	OFFICE SUPPLIES	001-6580-3110	4.00
DEWITT POTHS & SON	714701-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6580-3110	59.94
Department 6580 - HUMAN RESOURCES Total:					63.94
Department : 6590 - PURCHASING					
CITIBANK NA	04/12/2023	CITIBANK-USPS PO 4852400644	POSTAGE	001-6590-3120	28.75
CARD SERVICE CENTER	04/12/2023	USA TODAY NETWORK	ADVERTISING	001-6590-4310	363.00
CARD SERVICE CENTER	04/12/2023	USA TODAY NETWORK	ADVERTISING	001-6590-4310	35.64
CARD SERVICE CENTER	04/12/2023	HEARST NEWSPAPER LLC	ADVERTISING	001-6590-4310	683.48
CITIBANK NA	04/12/2023	CITIBANK-DFW CHAPTER OF N...	TRAINING	001-6590-4810	400.00
Department 6590 - PURCHASING Total:					1,510.87
Department : 6610 - IT-TECHNOLOGY					
KOLOGIK, LLC	INV-11396	COPsyc Texas Additional Licen...	COMPUTER SUPPORT	001-6610-4185	563.84
GEMINI POWER SYSTEMS, INC	220429	Batteries	MACHINERY AND EQUIPMENT	001-6610-5310	5,779.00
GEMINI POWER SYSTEMS, INC	221096	Batteries	MACHINERY AND EQUIPMENT	001-6610-5310	310.00
RingCentral, Inc	CD_000565850	RingCentral Initial Setup/Instal...	MACHINERY AND EQUIPMENT	001-6610-5310	1,103.99
KOLOGIK, LLC	7022452	COPsyc Texas Additional Licen...	COMPUTER SUPPORT	001-6610-4185	1,225.04
Department 6610 - IT-TECHNOLOGY Total:					8,981.87

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 6630 - GRANT WRITING/ADMIN					
DENNIS ENGELKE	04/13/2023	MILEAGE 3/28, 4/5, 4/13, 2023	TRANSPORTATION	001-6630-4260	109.32
DEWITT POTHS & SON	714702	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6630-3110	25.87
Department 6630 - GRANT WRITING/ADMIN Total:					135.19
Department : 6650 - EMERG MGNT / HOMELAND SEC					
CITIBANK NA	04/12/2023	CITIBANK-TDEM-STATE OF TE...	TRAINING	001-6650-4810	600.00
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					600.00
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 23-008	Blanket PO FY 22-23	ANIMAL CONTROL EXPENSES	001-7600-4114	2,011.75
Department 7600 - ANIMAL CONTROL Total:					2,011.75
Department : 7610 - SANITATION DEPARTMENT					
CITIBANK NA	04/12/2023	CITIBANK-PER CONSULTING INC	TRAINING	001-7610-4810	380.00
CITIBANK NA	04/12/2023	CITIBANK-QUALITY INN & SUIT...	TRAINING	001-7610-4810	289.16
Department 7610 - SANITATION DEPARTMENT Total:					669.16
Department : 8700 - COUNTY AGENT					
ELSIE LACY	03/31/2023	CWWD/HEALTH FAIR/SHAC/J...	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	305.16
ELSIE LACY	3/31/23	TEEA DIST MTG/HEALTH CO...	MILEAGE REIMB- FAMILY/CO...	001-8700-4251	388.48
DEWITT POTHS & SON	714729-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-8700-3110	64.81
Department 8700 - COUNTY AGENT Total:					758.45
Fund 001 - GENERAL FUND Total:					318,098.31
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
SMITH SUPPLY CO.- LOCKHART	2303-52997	SUPPLIES-CHEM HYDRATE LIM...	OPERATING SUPPLIES	002-1101-3130	35.25
HANSON EQUIPMENT	297711	SUPPLIES-AG HOSEX2, NPT MA...	OPERATING SUPPLIES	002-1101-3130	66.81
HANSON EQUIPMENT	297497	SUPPLIES-ROLL PIN, BINDER C...	OPERATING SUPPLIES	002-1101-3130	99.45
HANSON EQUIPMENT	297856	SUPPLIES-MOUNT TIRE, GRO...	TIRES	002-1101-3190	60.55
SMITH SUPPLY CO.- LOCKHART	2303-534121	SUPPLIES-WOOD SURVEY STK ...	OPERATING SUPPLIES	002-1101-3130	67.95
SMITH SUPPLY CO.- LOCKHART	2303-534180	VEGETATION-ERASER MAX WE...	VEGETATION MANAGEMENT	002-1101-4640	453.90
HANSON EQUIPMENT	297965	TIRES-REPAIR, PATCH	TIRES	002-1101-3190	134.60
HANSON EQUIPMENT	297979	TIRES	TIRES	002-1101-3190	120.33
PATHMARK TRAFFIC PROD. OF...	15795	Signs	SIGNS	002-1101-3181	644.00
HANSON EQUIPMENT	297988	TIRES	TIRES	002-1101-3190	163.23
LOCKHART HARDWARE	45835/1	OPERATING SUPPLIES- 3P FILES..	OPERATING SUPPLIES	002-1101-3130	37.50
LOCKHART HARDWARE	45845/1	SHOP SUPPLIES	OPERATING SUPPLIES	002-1101-3130	3.98
SOUTHERN TIRE MART, LLC	4650146601	Tires	TIRES	002-1101-3190	1,079.82
CINTAS CORPORATION #86	4150934523	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4150934534	Uniforms	UNIFORMS	002-1101-3140	212.11
CINTAS CORPORATION #86	4150934585	Uniforms	UNIFORMS	002-1101-3140	238.08
SOUTHERN TIRE MART, LLC	4650146792	Tires	TIRES	002-1101-3190	4,336.39
GONZALES COUNTY WATER S...	03/31/2023	PURCHASE OF BULK WATER	OPERATING SUPPLIES	002-1101-3130	470.00
BRAUNTEX MATERIALS, INC.	144849	Aggregate	AGGREGATE / GRAVEL	002-1101-3153	23,660.81
BRAUNTEX MATERIALS, INC.	144850	Aggregate	AGGREGATE / GRAVEL	002-1101-3153	53,525.31
BRAUNTEX MATERIALS, INC.	144851	Seal Coating	SEAL COATING	002-1101-4630	24,461.81
JOHN DEERE FINANCIAL	2303-173456	330 BOTTLE WATER CASES	OPERATING SUPPLIES	002-1101-3130	137.74
SMITH SUPPLY CO.- LOCKHART	2303-535370	SUPPLIES-DOW SILICONE, HEX...	OPERATING SUPPLIES	002-1101-3130	14.54
HANSON EQUIPMENT	298064	TIRES	OPERATING SUPPLIES	002-1101-3130	146.00
HOFMANN'S SUPPLY	CR03230066	EQUIPMENT- CYLINDER RENTAL	RENTALS	002-1101-4610	127.33
SMITH SUPPLY CO.- LOCKHART	2303-528722	SUPPLIES-	OPERATING SUPPLIES	002-1101-3130	35.25
SMITH SUPPLY CO.- LOCKHART	2303-529525	SUPPLIES-CHEM.HYDRATE LIM...	OPERATING SUPPLIES	002-1101-3130	47.00
BRAUNTEX MATERIALS, INC.	145058	Aggregate	AGGREGATE / GRAVEL	002-1101-3153	15,166.98
BRAUNTEX MATERIALS, INC.	145059	Flex Base	FLEX BASE MATERIALS	002-1101-3143	14,043.00
LOCKHART HARDWARE	45991/1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	104.80
ASCENSION SETON	653225C8363	PHYSICAL EXAM	OPERATING SUPPLIES	002-1101-3130	65.00
SMITH SUPPLY CO.-LULING	2304-536489	ERASER MAX WEED & GRASS K...	VEGETATION MANAGEMENT	002-1101-4640	419.90
SMITH SUPPLY CO.-LULING	2304-536499	SUPPLIES-HEX NUT FULL, CAR ...	OPERATING SUPPLIES	002-1101-3130	240.00
PRINTING SOLUTIONS	3571 POS	OPERATING SUPPLIES-CARDB...	OPERATING SUPPLIES	002-1101-3130	22.08
LOCKHART HARDWARE	45933/1	OPERATING SUPPLIES- MOTO...	OPERATING SUPPLIES	002-1101-3130	27.99
PETROLEUM TRADERS CORPO...	1872823	Fuel	FUEL	002-1101-3163	10,227.57

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CINTAS CORPORATION #86	4151645889	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4151646007	Uniforms	UNIFORMS	002-1101-3140	212.11
CINTAS CORPORATION #86	4151646164	Uniforms	UNIFORMS	002-1101-3140	263.81
				Department 1101 - ADMINISTRATION Total:	151,745.00

Department : 1102 - VEHICLE MAINTENANCE

O'REILLY AUTOMOTIVE, INC.	0642-150464	REPAIRS & MAINTENANE	REPAIRS & MAINTENANCE	002-1102-4510	17.98
SEAN MATTHEW MANN	154554	SUPPLIES-SOLAR 9 WATT KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	201.99
SEAN MATTHEW MANN	154677	CREDIT ON INVC #154554	SUPPLIES & SMALL TOOLS	002-1102-3136	-41.00
KYRISH TRUCK CENTER OF AU...	R301022209	Parts	REPAIRS & MAINTENANCE	002-1102-4510	1,161.32
KYRISH TRUCK CENTER OF AU...	R301022209	MISC EPA Fees	REPAIRS & MAINTENANCE	002-1102-4510	51.25
KYRISH TRUCK CENTER OF AU...	R301022209	Misc Freight	REPAIRS & MAINTENANCE	002-1102-4510	75.00
KYRISH TRUCK CENTER OF AU...	R301022209	Labor Transmission (D2)	REPAIRS & MAINTENANCE	002-1102-4510	1,577.00
KYRISH TRUCK CENTER OF AU...	R301022209	Shop Supplies	REPAIRS & MAINTENANCE	002-1102-4510	125.37
O'REILLY AUTOMOTIVE, INC.	0642-152909	SUPPLIES- GREASE, LOCKNUT ...	SUPPLIES & SMALL TOOLS	002-1102-3136	66.49
ASSOCIATED SUPPLY COMPAN...	SWO290218-1	EPA Fees	REPAIRS & MAINTENANCE	002-1102-4510	45.38
ASSOCIATED SUPPLY COMPAN...	SWO290218-1	Joystick	REPAIRS & MAINTENANCE	002-1102-4510	1,232.60
ASSOCIATED SUPPLY COMPAN...	SWO290218-1	Labor	REPAIRS & MAINTENANCE	002-1102-4510	453.75
ASSOCIATED SUPPLY COMPAN...	SWO290218-1	Mileage	REPAIRS & MAINTENANCE	002-1102-4510	320.00
ASSOCIATED SUPPLY COMPAN...	SWO290218-1	Strap	REPAIRS & MAINTENANCE	002-1102-4510	64.38
SEAN MATTHEW MANN	155275	SUPPLIES-FLATBED CHAIN RAT...	SUPPLIES & SMALL TOOLS	002-1102-3136	254.56
BILL'S TRUCK & TRAILER REPAI...	47610	Service Order for (D3)	REPAIRS & MAINTENANCE	002-1102-4510	2,679.59
SEAN MATTHEW MANN	155291	OPERATING SUPPLIES	SUPPLIES & SMALL TOOLS	002-1102-3136	10.66
KYRISH TRUCK CENTER OF AU...	X304031932	DEF 2.5 FLEETRITE DEF	SUPPLIES & SMALL TOOLS	002-1102-3136	480.00
SEAN MATTHEW MANN	155364	SUPPLIES-HYDRAULIC FILTERX2..	SUPPLIES & SMALL TOOLS	002-1102-3136	134.55
SEAN MATTHEW MANN	155698	SUPPLIES-WHEEL BEARING, G...	SUPPLIES & SMALL TOOLS	002-1102-3136	34.97
SEAN MATTHEW MANN	155490	SUPPLIES-CABIN AIR FILTERX8	SUPPLIES & SMALL TOOLS	002-1102-3136	126.00
DOGGETT FREIGHTLINER OF A...	R112004090	Parts	REPAIRS & MAINTENANCE	002-1102-4510	282.18
DOGGETT FREIGHTLINER OF A...	R112004090	Admin Fee	REPAIRS & MAINTENANCE	002-1102-4510	29.00
DOGGETT FREIGHTLINER OF A...	R112004090	EPA Fee	REPAIRS & MAINTENANCE	002-1102-4510	132.30
DOGGETT FREIGHTLINER OF A...	R112004090	Labor Dump Truck (D7)	REPAIRS & MAINTENANCE	002-1102-4510	882.00
DOGGETT FREIGHTLINER OF A...	R112004090	Tech Fee	REPAIRS & MAINTENANCE	002-1102-4510	35.00
KYRISH TRUCK CENTER OF AU...	R301022578	Labor 2012 International Dum...	REPAIRS & MAINTENANCE	002-1102-4510	627.00
KYRISH TRUCK CENTER OF AU...	R301022578	Misc Computer Fees	REPAIRS & MAINTENANCE	002-1102-4510	90.00
KYRISH TRUCK CENTER OF AU...	R301022578	Shop Supplies	REPAIRS & MAINTENANCE	002-1102-4510	49.85
KYRISH TRUCK CENTER OF AU...	R301022578	Misc EPA Fees	REPAIRS & MAINTENANCE	002-1102-4510	20.38
SEAN MATTHEW MANN	155613	SUPPLIES-BRAKE, GLASS, BUG ...	SUPPLIES & SMALL TOOLS	002-1102-3136	124.50
				Department 1102 - VEHICLE MAINTENANCE Total:	11,344.05

Department : 1103 - FLEET MAINTENANCE

XL PARTS, LLC	0416UM1809	OPERATING SUPPLIES-BRAKE ...	OPERATING SUPPLIES	002-1103-3135	185.98
XL PARTS, LLC	0416UN6142	OPERATING SUPPLIES- FILTERS,	OPERATING SUPPLIES	002-1103-3135	269.09
XL PARTS, LLC	0416UO4385	OPERATING SUPPLIES-AIR, OIL ...	OPERATING SUPPLIES	002-1103-3135	51.36
XL PARTS, LLC	CM00000874	AIR FILTER	OPERATING SUPPLIES	002-1103-3135	-40.77
XL PARTS, LLC	0416UQ4123	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	44.35
XL PARTS, LLC	0416UQ5416	SUPPLIES-AIR FILTER (FLEET)	OPERATING SUPPLIES	002-1103-3135	43.53
XL PARTS, LLC	0416UU1827	OPERATING SUPPLIES-SENSOR...	OPERATING SUPPLIES	002-1103-3135	121.66
XL PARTS, LLC	0416UV6178	OPERATING SUPPLIES- COIL IG...	OPERATING SUPPLIES	002-1103-3135	160.36
XL PARTS, LLC	0416UW8021	OPERATING SUPPLIES-WIPER	OPERATING SUPPLIES	002-1103-3135	33.96
GOODYEAR AUTO SERVICE CE...	0000025665	Tires	TIRES	002-1103-3190	917.46
INTERSTATE BATTERIES-METR...	320003720	MTP-94R/H7	OPERATING SUPPLIES	002-1103-3135	9.00
INTERSTATE BATTERIES-METR...	320003720	MTP-78DT	OPERATING SUPPLIES	002-1103-3135	140.49
INTERSTATE BATTERIES-METR...	320003720	MTP-65	OPERATING SUPPLIES	002-1103-3135	170.57
INTERSTATE BATTERIES-METR...	320003720	MTP-94R/H7	OPERATING SUPPLIES	002-1103-3135	192.73
XL PARTS, LLC	0416VA4095	OPERATING SUPPLIES- AIR FIL...	OPERATING SUPPLIES	002-1103-3135	263.62
LOCKHART MOTOR COMPANY	101268	FLEET	OPERATING SUPPLIES	002-1103-3135	21.00
CINTAS CORPORATION #86	4150934198	Uniforms	UNIFORMS	002-1103-3140	52.37
XL PARTS, LLC	0416UI0673	OPERATING SUPPLIES-BRAKE L...	OPERATING SUPPLIES	002-1103-3135	103.46
XL PARTS, LLC	0416UI4634	OPERATING SUPPLIES-BRAKE ...	OPERATING SUPPLIES	002-1103-3135	149.99
GOODYEAR AUTO SERVICE CE...	0000025855	Tires	TIRES	002-1103-3190	1,529.10

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CINTAS CORPORATION #86	4151645419	Uniforms	UNIFORMS	002-1103-3140	52.37
				Department 1103 - FLEET MAINTENANCE Total:	4,471.68
				Fund 002 - UNIT ROAD FUND Total:	167,560.73
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
RELX INC. DBA LEXISNEXIS	3094250316	Capital Outlay Blanket PO	OTHER CAPITAL OUTLAY	005-1000-5910	435.00
RELX INC. DBA LEXISNEXIS	3094417713	Capital Outlay Blanket PO	OTHER CAPITAL OUTLAY	005-1000-5910	435.00
				Department 1000 - DEPARTMENTS - Header Total:	870.00
				Fund 005 - LAW LIBRARY FUND Total:	870.00
Fund: 010 - GRANT FUND - GENERAL					
Department : 1000 - DEPARTMENTS - Header					
STEPHEN BECK	03/30/2023	MISC--OTHER-FERAL HOGS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	162.50
TODD SMITH	03/30/2023	MISC--OTHER-FERAL HOGS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	55.00
BOBBY HERZOG	03/30/2023	MISC--OTHER-FERAL HOGS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	5.00
THOMAS HARMON	03/30/2023	MISCELLANEOUS--OTHER-FER...	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	77.50
MARTIN RAY MARTINEZ	03/30/2023	MISC--OTHER-FERAL HOGS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	90.00
				Department 1000 - DEPARTMENTS - Header Total:	390.00
Department : 4310 - COUNTY JAIL					
BLUEBONNET TRAILS MHMR	02.02.2023	Bluebonnet Trails_020223	Substance Abuse Treatmen...	010-4310-4011	2,440.00
BLUEBONNET TRAILS MHMR	03.01.2023	Bluebonnet Trails_030123	Substance Abuse Treatmen...	010-4310-4011	2,970.00
BLUEBONNET TRAILS MHMR	04.04.2023	Bluebonnet Trails_040423	Substance Abuse Treatmen...	010-4310-4011	3,500.00
				Department 4310 - COUNTY JAIL Total:	8,910.00
Department : 4323 - CONSTABLES - PCT 3					
WILLIAM CHARLES GRAVES	04/05/2023	TOBACCO ENFORCEMENT PR...	Operating Exp-PCT 3	010-4323-4515	120.00
				Department 4323 - CONSTABLES - PCT 3 Total:	120.00
Department : 6630 - GRANT WRITING/ADMIN					
DOUCET & ASSOCIATES, INC	2303102	TXWB Doucet Invoice 2303102	ENGINEERING SERVICES-DOUC...	010-6630-4998	26,819.67
				Department 6630 - GRANT WRITING/ADMIN Total:	26,819.67
				Fund 010 - GRANT FUND - GENERAL Total:	36,239.67
				Grand Total:	522,768.71

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	318,098.31
002 - UNIT ROAD FUND	167,560.73
005 - LAW LIBRARY FUND	870.00
010 - GRANT FUND - GENERAL	36,239.67
Grand Total:	522,768.71

Account Summary

Account Number	Account Name	Expense Amount
001-1281	I TICKETS - NET DATA (ne...	530.00
001-1370	POSTAGE INVENTORY	349.28
001-2130-4815	Tyler Tech Training	2,230.00
001-2140-4260	TRANSPORTATION	289.51
001-2150-3050	DUES & SUBSCRIPTIONS	125.00
001-2150-3110	OFFICE SUPPLIES	289.90
001-2150-3145	Remote Site Trans Fees	98.82
001-2300	DUE TO PARKS & WILDLI...	128.50
001-2308	DUE TO ADR-Alternative D...	805.15
001-2730	DUE TO State-Failure to A...	2,370.00
001-2835	DUE TO GRAVES, HUMPH...	12,148.29
001-3200-3050	DUES & SUBSCRIPTIONS	260.00
001-3200-3110	OFFICE SUPPLIES	769.27
001-3200-4315	PUBLICATIONS	761.34
001-3200-4510	REPAIRS & MAINTENANCE	15,228.94
001-3200-5310	MACHINERY AND EQUIP...	1,092.10
001-3201-4610	RENTALS	574.23
001-3201-4810	TRAINING	347.88
001-3220-3110	OFFICE SUPPLIES	630.08
001-3230-3110	OFFICE SUPPLIES	160.00
001-3230-4030	VISITING COURT REPORT...	600.00
001-3230-4080	ADULT - ATTY LITIGATION...	10.00
001-3230-4160	ADULT - INDIGENT ATTO...	15,786.00
001-3240-3110	OFFICE SUPPLIES	290.55
001-3240-4180	JUVENILE - INDIGENT ATT...	500.00
001-3240-5310	MACHINERY AND EQUIP...	1,100.37
001-3251-4810	TRAINING	577.44
001-3253-3110	OFFICE SUPPLIES	285.82
001-3253-5310	MACHINERY AND EQUIP...	1,062.00
001-3254-3110	OFFICE SUPPLIES	82.12
001-4300-3120	POSTAGE	34.20
001-4300-3130	OPERATING SUPPLIES	569.75
001-4300-4510	REPAIRS & MAINTENANCE	5,554.45
001-4300-4610	RENTALS	179.16
001-4300-4810	TRAINING	500.00
001-4300-5310	MACHINERY AND EQUIP...	645.92
001-4310-3100	FOOD SUPPLIES	16,150.28
001-4310-3130	OPERATING SUPPLIES	3,281.63
001-4310-4110	PROFESSIONAL SERVICES	49,022.45
001-4310-4510	REPAIRS & MAINTENANCE	2,238.05
001-4324-3140	UNIFORMS-Expenses	381.00
001-6510-4100	MEDICAL DIRECTOR	1,000.00
001-6510-4110	PROFESSIONAL SERVICES	74,787.06
001-6510-4123	AUTOPSY	4,973.00
001-6510-4425	FAX & INTERNET	3,940.90
001-6510-4610	RENTALS	1,320.68
001-6510-4841	Lease-REPAIR & MAINT...	387.70
001-6510-4851	Vehicle Leases	72,396.16
001-6510-4853	County Fleet-Tags-Titles	30.00
001-6510-4870	HOG - OUT PROGRAM	390.00
001-6520-3140	UNIFORMS	115.82

Account Summary

Account Number	Account Name	Expense Amount
001-6520-3500	JP3 SIMON BUILDING-MA...	25.00
001-6520-3530	MARKET ST. ANNEX-LOCK...	7.99
001-6520-3540	L.W.SCOTT ANNEX-LOCK...	23.74
001-6520-3550	JUDICIAL CENTER-LOCKH...	88.13
001-6520-3600	BUILDING MAINTENANCE...	107.73
001-6520-4510	REPAIRS & MAINTENANCE	3,823.65
001-6520-5120	CALDWELL CO. COURTHO...	75.98
001-6550-3110	OFFICE SUPPLIES	18.77
001-6550-3120	POSTAGE	80.22
001-6550-4810	TRAINING	947.58
001-6560-2070	EMPLOYEE BONDING	71.00
001-6560-3110	OFFICE SUPPLIES	250.00
001-6560-4810	TRAINING	203.99
001-6570-5310	MACHINERY AND EQUIP...	262.50
001-6580-3110	OFFICE SUPPLIES	63.94
001-6590-3120	POSTAGE	28.75
001-6590-4310	ADVERTISING	1,082.12
001-6590-4810	TRAINING	400.00
001-6610-4185	COMPUTER SUPPORT	1,788.88
001-6610-5310	MACHINERY AND EQUIP...	7,192.99
001-6630-3110	OFFICE SUPPLIES	25.87
001-6630-4260	TRANSPORTATION	109.32
001-6650-4810	TRAINING	600.00
001-7600-4114	ANIMAL CONTROL EXPEN...	2,011.75
001-7610-4810	TRAINING	669.16
001-8700-3110	OFFICE SUPPLIES	64.81
001-8700-4251	MILEAGE REIMB- FAMILY...	693.64
002-1101-3130	OPERATING SUPPLIES	1,621.34
002-1101-3140	UNIFORMS	1,498.13
002-1101-3143	FLEX BASE MATERIALS	14,043.00
002-1101-3153	AGGREGATE / GRAVEL	92,353.10
002-1101-3163	FUEL	10,227.57
002-1101-3181	SIGNS	644.00
002-1101-3190	TIRES	5,894.92
002-1101-4610	RENTALS	127.33
002-1101-4630	SEAL COATING	24,461.81
002-1101-4640	VEGETATION MANAGEM...	873.80
002-1102-3136	SUPPLIES & SMALL TOOLS	1,392.72
002-1102-4510	REPAIRS & MAINTENANCE	9,951.33
002-1103-3135	OPERATING SUPPLIES	1,920.38
002-1103-3140	UNIFORMS	104.74
002-1103-3190	TIRES	2,446.56
005-1000-5910	OTHER CAPITAL OUTLAY	870.00
010-1000-4850	MISCELLANEOUS--OTHER...	390.00
010-4310-4011	Substance Abuse Trea...	8,910.00
010-4323-4515	Operating Exp-PCT 3	120.00
010-6630-4998	ENGINEERING SERVICES...	26,819.67
	Grand Total:	522,768.71

Project Account Summary

Project Account Key	Expense Amount
None	522,768.71
Grand Total:	522,768.71

- 2. Ratify re-occurring County Payments:**
 - A. \$396,453.37 Payroll (3/26/2023 – 4/08/2023)**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

\$396,453.37 Payroll (3.26.23 - 4.08.23)

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

3. Backup Materials: None To Be Distributed 21 total # of backup pages
(including this page)

4. 
Signature of Court Member

4/14/2023
Date



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT02663 - Payroll 032623 thru 040823
 Payroll Set: 01 - Payroll Set 01

Pay Period: 03/26/2023 - 04/08/2023

Department: 0000 - 911-GIS

Total Direct Deposits: 1,643.54
 Total Check Amounts: 0.00

EARNINGS

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

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,790.10	0.00	0.00
MC	1,895.82	27.49	27.49
SS	1,895.82	117.54	117.54
Unemployment	2,083.85	0.00	0.00
Total:	145.03	145.03	145.03

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,114.43	105.72	115.45
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	159.39	411.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	325.86	526.46	526.46

RECAP 0000 - 911-GIS

Earnings: 2,114.43 Benefits: 0.00 Deductions: 325.86 Taxes: 145.03 Net Pay: 1,643.54

Department: 1000 - Courthouse Security

Total Direct Deposits: 13,073.22
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	64.00	1,653.66
165 Stipend w/RET	0.00	16.15
Hourly	469.00	12,063.08
S	71.00	1,901.35
Uniform	0.00	200.00
Vacation	36.00	918.68
Total:	640.00	16,752.92

TAXES

Code	Subject To	Employee	Employer
Federal W/H	15,625.08	1,284.80	0.00
MC	16,462.75	238.72	238.72
SS	16,462.75	1,020.69	1,020.69
Unemployment	14,630.43	0.00	0.00
Total:	2,544.21	1,259.41	1,259.41

DEDUCTIONS

Code	Subject To	Employee	Employer
400	16,752.92	837.67	914.69
550	0.00	55.97	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	159.39	2,254.21
595	0.00	5.72	0.00
615	0.00	49.09	0.00
Total:	1,135.49	3,168.90	3,168.90

RECAP 1000 - Courthouse Security

Earnings: 16,752.92 Benefits: 0.00 Deductions: 1,135.49 Taxes: 2,544.21 Net Pay: 13,073.22

Department: 1101 - Unit Road

Total Direct Deposits: 33,634.51
 Total Check Amounts: 2,708.33

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
112.5 - HOL PRIMARY	224.00	4,632.65	Federal W/H	42,884.04	3,066.06	0.00
165 Stipend w/RET	0.00	66.92	MC	45,246.07	656.10	656.10
Hourly	1,748.00	35,522.32	SS	45,246.07	2,805.27	2,805.27
LWOP	33.23	0.00	Unemployment	37,112.17	0.00	0.00
OT	16.00	484.81				
S	97.28	1,927.75				
SAL	-11.00	2,063.88				
Vacation	98.49	2,094.04				
VAC-PAYOUT	22.80	448.08				
Total:	2,228.80	47,240.45		Total:	6,527.43	3,461.37

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	47,240.45	2,362.03	2,579.29
550	0.00	194.52	0.00
551	0.00	38.46	0.00
580	0.00	13.77	0.00
590	0.00	1,445.53	9,385.48
595	0.00	56.25	0.00
615	0.00	259.62	0.00
Total:		4,370.18	11,964.77

RECAP 1101 - Unit Road
 Earnings: 47,240.45 Benefits: 0.00 Deductions: 4,370.18 Taxes: 6,527.43 Net Pay: 36,342.84

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,247.85
 Total Check Amounts: 2,858.54

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
112.5 - HOL PRIMARY	24.00	508.60	Federal W/H	4,825.95	329.26	0.00
FLOAT	8.00	168.76	MC	5,081.96	73.69	73.69
Hourly	184.50	3,924.46	SS	5,081.96	315.08	315.08
OT	1.00	34.24	Unemployment	3,532.94	0.00	0.00
S	21.00	431.46				
Vacation	2.50	52.74				
Total:	241.00	5,120.26		Total:	718.03	388.77

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	5,120.26	256.01	279.56
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,105.92
615	0.00	8.06	0.00
Total:		295.84	1,385.48

RECAP 1102 - Vehicle Maintenance
 Earnings: 5,120.26 Benefits: 0.00 Deductions: 295.84 Taxes: 718.03 Net Pay: 4,106.39

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,323.75
Total Check Amounts: 1,421.01

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	334.23
Hourly	128.00	2,673.82
S	16.00	334.23
Total:	160.00	3,342.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,160.04	157.69	0.00
MC	3,327.16	48.24	48.24
SS	3,327.16	206.29	206.29
Unemployment	3,327.16	0.00	0.00
Total:		412.22	254.53

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,342.28	167.12	182.49
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	0.00	368.64
Total:		185.30	551.13

RECAP 1103 - Fleet Maintenance

Earnings:	3,342.28	Benefits:	0.00	Deductions:	185.30	Taxes:	412.22	Net Pay:	2,744.76
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Department: 2120 - County Treasurer

Total Direct Deposits: 4,529.95
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	346.77
Hourly	125.00	2,775.37
S	8.00	145.52
SAL	1.00	2,324.78
Vacation	11.00	200.07
Total:	161.00	5,792.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,326.92	360.42	0.00
MC	5,666.55	82.16	82.16
SS	5,666.55	351.33	351.33
Unemployment	5,777.39	0.00	0.00
Total:		793.91	433.49

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,792.51	289.63	316.27
520	0.00	50.00	0.00
550	0.00	15.12	0.00
551	0.00	63.46	0.00
580	0.00	3.06	0.00
590	0.00	0.00	1,105.92
595	0.00	5.72	0.00
615	0.00	41.65	0.00
Total:		468.65	1,422.19

RECAP 2120 - County Treasurer

Earnings:	5,792.51	Benefits:	0.00	Deductions:	468.65	Taxes:	793.91	Net Pay:	4,529.95
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Department: 2130 - County Auditor

Total Direct Deposits: 6,775.21
 Total Check Amounts: 778.42

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	40.00	1,134.80
165 Stipend w/RET	0.00	50.77
Hourly	176.00	4,042.06
S	6.00	259.62
SAL	-20.00	5,036.53
Total:	202.00	10,523.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,173.90	875.16	0.00
MC	9,700.10	140.65	140.65
SS	9,700.10	601.40	601.40
Unemployment	5,905.61	0.00	0.00
Total:	1,617.21	1,617.21	742.05

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,523.78	526.20	574.61
550	0.00	13.62	0.00
551	0.00	43.00	0.00
580	0.00	3.06	0.00
590	0.00	680.22	1,601.67
595	0.00	11.19	0.00
615	0.00	75.65	0.00
Total:	1,352.94	2,176.28	

RECAP 2130 - County Auditor

Earnings: 10,523.78 Benefits: 0.00 Deductions: 1,352.94 Taxes: 1,617.21 Net Pay: 7,553.63

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 7,740.45
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	40.00	756.02
165 Stipend w/RET	0.00	50.77
Hourly	348.25	6,564.17
LWOP	24.00	0.00
S	3.75	66.81
SAL	1.00	2,320.52
Vacation	24.00	456.66
Total:	441.00	10,214.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,260.81	756.78	0.00
MC	9,941.56	144.15	144.15
SS	9,941.56	616.37	616.37
Unemployment	6,413.20	0.00	0.02
Total:	1,517.30	1,517.30	760.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,214.95	510.75	557.74
520	0.00	170.00	0.00
550	0.00	43.86	0.00
580	0.00	3.06	0.00
590	0.00	159.39	2,622.85
595	0.00	14.32	0.00
615	0.00	55.82	0.00
Total:	957.20	3,180.59	

RECAP 2140 - Tax Assessor-Collector

Earnings: 10,214.95 Benefits: 0.00 Deductions: 957.20 Taxes: 1,517.30 Net Pay: 7,740.45

Department: 2150 - County Clerk

Total Direct Deposits: 9,782.53
 Total Check Amounts: 1,135.59

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	64.00	1,152.24
FLOAT	8.00	145.57
Hourly	542.25	9,712.70
S	2.50	43.66
SAL	1.00	2,329.39
Vacation	23.25	468.45
Total:	641.00	13,852.01

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,549.56	591.17	0.00
MC	13,302.18	192.87	192.87
SS	13,302.18	824.72	824.72
Unemployment	8,297.67	0.00	0.00
Total:		1,608.76	1,017.59

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,852.01	692.62	756.30
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	139.46	0.00
580	0.00	9.18	0.00
590	0.00	159.39	2,622.85
595	0.00	25.49	0.00
610	0.00	13.50	0.00
615	0.00	140.55	0.00
Total:		1,325.13	3,379.15

RECAP 2150 - County Clerk

Earnings: 13,852.01 Benefits: 0.00 Deductions: 1,325.13 Taxes: 1,608.76 Net Pay: 10,918.12

Department: 3000 - County Clerk

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

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	138.60
Hourly	72.00	1,247.40
Total:	80.00	1,386.00

TAXES

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

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,386.00	69.30	75.68
550	0.00	15.12	0.00
590	0.00	0.00	368.64
Total:		84.42	444.32

RECAP 3000 - County Clerk

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

Department: 3200 - District Attorney

Total Direct Deposits: 26,198.40
Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
112 S - HOL PRIMARY	112.00	3,367.74
165 Stipend w/RET	0.00	50.77
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
DA Staff Supplement	0.00	1,228.17
Hourly	454.00	9,923.81
S	35.00	1,132.02
SAL	-79.00	18,097.51
Vacation	45.00	1,156.45
Total:	567.00	36,371.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	32,387.32	3,531.26	0.00
MC	34,202.78	495.95	495.95
SS	34,202.78	2,120.56	2,120.56
Unemployment	28,771.74	0.00	0.00
Total:	6,147.77	2,616.51	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,109.06	1,755.46	1,916.95
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	296.16	0.00
552	0.00	192.30	0.00
580	0.00	9.18	0.00
590	0.00	1,445.30	5,330.44
595	0.00	31.32	0.00
615	0.00	82.69	0.00
Total:	3,993.71	7,247.39	

RECAP 3200 - District Attorney

Earnings: 36,371.85 Benefits: 0.00 Deductions: 3,993.71 Taxes: 6,147.77 Net Pay: 26,230.37

Department: 3201 - Environmental Task Force

Total Direct Deposits: 6,096.80
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.S - HOL PRIMARY	32.00	796.16
165 Stipend w/RET	0.00	85.39
Hourly	280.00	6,943.31
S	8.00	222.11
Uniform	0.00	75.00
Total:	320.00	8,121.97

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,369.47	673.25	0.00
MC	7,775.57	112.74	112.74
SS	7,775.57	482.09	482.09
Unemployment	2,667.77	0.00	0.00
Total:	1,268.08	594.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,121.97	406.10	443.46
550	0.00	77.67	0.00
551	0.00	50.00	0.00
580	0.00	4.59	0.00
590	0.00	159.39	1,148.29
595	0.00	8.60	0.00
615	0.00	50.74	0.00
Total:	757.09	1,591.75	

RECAP 3201 - Environmental Task Force

Earnings: 8,121.97 Benefits: 0.00 Deductions: 757.09 Taxes: 1,268.08 Net Pay: 6,096.80

Department: 3220 - District Clerk

Total Direct Deposits: 9,059.12
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	900.84
Hourly	425.00	7,906.76
LWOP	56.00	0.00
S	7.00	128.58
SAL	1.00	2,330.67
Vacation	24.00	471.87
Total:	561.00	11,738.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,797.44	861.29	0.00
MC	11,384.38	165.07	165.07
SS	11,384.38	705.84	705.84
Unemployment	5,555.11	0.00	0.00
Total:	1,732.20	870.91	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,738.72	586.94	640.93
550	0.00	89.22	0.00
580	0.00	6.12	0.00
590	0.00	159.39	2,991.49
595	0.00	14.30	0.00
615	0.00	91.43	0.00
Total:	947.40	3,632.42	

RECAP 3220 - District Clerk

Earnings: 11,738.72 Benefits: 0.00 Deductions: 947.40 Taxes: 1,732.20 Net Pay: 9,059.12

Department: 3230 - District Judge

Total Direct Deposits: 5,609.20
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	561.61
FLOAT	8.00	369.30
Hourly	68.00	1,634.62
S	4.00	96.15
SAL	-10.00	4,894.10
Total:	86.00	7,555.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,561.06	411.86	0.00
MC	7,038.84	102.06	102.06
SS	7,038.84	436.41	436.41
Unemployment	7,479.04	0.00	0.02
Total:	950.33	538.49	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,555.78	377.78	412.55
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	318.78	822.02
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	996.25	1,234.57	

RECAP 3230 - District Judge

Earnings: 7,555.78 Benefits: 0.00 Deductions: 996.25 Taxes: 950.33 Net Pay: 5,609.20

Department: 3240 - County Court Law

Total Direct Deposits: 8,970.88
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	562.94
165 Stipend w/RET	0.00	34.62
Jud Stip	1.00	3,230.77
S	4.00	116.47
SAL	-17.00	7,969.99
Total:	4.00	11,914.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,017.29	1,154.95	0.00
MC	11,613.03	168.39	168.39
SS	11,613.03	720.01	720.01
Unemployment	3,272.79	0.00	0.00
Total:	2,043.35	888.40	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,914.79	595.74	650.54
550	0.00	72.93	0.00
551	0.00	10.00	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,148.29
595	0.00	19.74	0.00
615	0.00	39.70	0.00
Total:	900.56	1,798.83	

RECAP 3240 - County Court Law

Earnings: 11,914.79 Benefits: 0.00 Deductions: 900.56 Taxes: 2,043.35 Net Pay: 8,970.88

Department: 3251 - JP Prect. 1

Total Direct Deposits: 3,403.54
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	280.43
Hourly	144.00	2,523.84
SAL	1.00	2,059.29
Total:	161.00	4,863.56

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,165.12	347.82	0.00
MC	4,408.30	63.92	63.92
SS	4,408.30	273.31	273.31
Unemployment	1,491.77	0.00	0.00
Total:	685.05	337.23	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,863.56	243.18	265.55
550	0.00	31.15	0.00
551	0.00	188.45	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,148.29
595	0.00	8.44	0.00
615	0.00	67.83	0.00
Total:	774.97	1,413.84	

RECAP 3251 - JP Prect. 1

Earnings: 4,863.56 Benefits: 0.00 Deductions: 774.97 Taxes: 685.05 Net Pay: 3,403.54

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,841.04
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	293.10
Hourly	144.00	2,637.86
SAL	1.00	2,059.29
Total:	161.00	4,990.25

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,583.72	354.85	0.00
MC	4,833.23	70.08	70.08
SS	4,833.23	299.66	299.66
Unemployment	3,477.71	0.00	0.00
Total:	724.59	369.74	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,990.25	249.51	272.48
550	0.00	91.74	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,105.92
595	0.00	8.44	0.00
610	0.00	13.50	0.00
615	0.00	56.84	0.00
Total:	424.62	1,378.40	

RECAP 3252 - JP Prect. 2

Earnings: 4,990.25 Benefits: 0.00 Deductions: 424.62 Taxes: 724.59 Net Pay: 3,841.04

Department: 3253 - JP Prect. 3

Total Direct Deposits: 3,542.12
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	293.10
165 Stipend w/RET	0.00	34.62
Hourly	100.00	1,828.33
S	28.00	513.62
SAL	1.00	2,059.29
Vacation	16.00	295.92
Total:	161.00	5,024.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,505.44	596.37	0.00
MC	4,756.69	68.97	68.97
SS	4,756.69	294.92	294.92
Unemployment	4,994.64	0.00	0.00
Total:	960.26	363.89	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,024.88	251.25	274.37
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,148.29
595	0.00	11.46	0.00
615	0.00	67.10	0.00
Total:	522.50	1,422.66	

RECAP 3253 - JP Prect. 3

Earnings: 5,024.88 Benefits: 0.00 Deductions: 522.50 Taxes: 960.26 Net Pay: 3,542.12

Department: 3254 - JP Prec. 4

Total Direct Deposits: 2,628.58
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 5 - HOL PRIMARY	8.00	147.96
Hourly	69.00	1,276.14
S	3.00	55.48
SAL	1.00	2,059.29
Total:	81.00	3,538.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,097.50	215.36	0.00
MC	3,274.44	47.48	47.48
SS	3,274.44	203.02	203.02
Total:	9,646.38	465.86	250.50

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,538.87	176.94	193.23
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	159.39	779.65
595	0.00	8.60	0.00
615	0.00	50.74	0.00
Total:	3,538.87	444.43	972.88

RECAP 3254 - JP Prec. 4

Earnings: 3,538.87 Benefits: 0.00 Deductions: 444.43 Taxes: 465.86 Net Pay: 2,628.58

Department: 4300 - County Sheriff

Total Direct Deposits: 74,755.72
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 5 - HOL PRIMARY	328.00	8,259.45
165	0.00	16.15
165 Stipend w/RET	0.00	503.11
BEREAVEMENT	24.00	822.30
CCP-OT	84.00	3,197.89
FLOAT	8.00	174.44
Hourly	2,639.00	63,921.67
OT	89.00	3,037.72
S	151.00	3,990.49
SAL	-75.00	11,540.26
Uniform	0.00	925.00
Vacation	88.00	2,122.36
Total:	3,336.00	98,510.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	91,393.38	8,549.50	0.00
MC	96,318.12	1,396.60	1,396.60
SS	96,318.12	5,971.73	5,971.73
Unemployment	76,024.76	0.00	0.00
Total:	359,054.38	15,917.83	7,368.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	98,494.69	4,924.74	5,377.80
530	0.00	660.70	0.00
550	0.00	528.45	0.00
551	0.00	259.23	0.00
580	0.00	32.13	0.00
590	0.00	956.34	14,262.54
595	0.00	68.29	0.00
610	0.00	27.00	0.00
615	0.00	380.41	0.00
Total:	98,494.69	7,837.29	19,640.34

RECAP 4300 - County Sheriff

Earnings: 98,510.84 Benefits: 0.00 Deductions: 7,837.29 Taxes: 15,917.83 Net Pay: 74,755.72

Department: 4310 - County Jail

Total Direct Deposits: 79,403.03
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	352.00	8,410.30
165 Stipend w/RET	0.00	233.06
FH - LAW	12.50	291.07
FLOAT	12.00	323.22
Hourly	3,076.75	71,678.10
OT	286.00	9,777.16
S	141.00	3,483.05
SAL	-53.00	5,871.77
Uniform	0.00	900.00
Vacation	127.00	2,963.61
Total:	3,954.25	103,931.34

TAXES

Code	Subject To	Employee	Employer
Federal W/H	95,786.00	8,333.74	0.00
MC	100,982.55	1,464.21	1,464.21
SS	100,982.55	6,260.89	6,260.89
Unemployment	62,041.46	0.00	0.00
Total:	16,058.84	16,058.84	7,725.10

DEDUCTIONS

Code	Subject To	Employee	Employer
400	103,931.34	5,196.55	5,674.62
530	0.00	286.15	0.00
550	0.00	485.54	0.00
551	0.00	165.36	0.00
580	0.00	24.48	0.00
590	0.00	1,477.17	14,715.92
595	0.00	95.76	0.00
610	0.00	13.50	0.00
615	0.00	724.96	0.00
Total:	8,469.47	20,390.54	

RECAP 4310 - County Jail

Earnings: 103,931.34 Benefits: 0.00 Deductions: 8,469.47 Taxes: 16,058.84 Net Pay: 79,403.03

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 2,335.54
 Total Check Amounts: 2,759.55

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	235.00	4,370.01
SAL	1.00	1,448.45
Uniform	0.00	25.00
Total:	236.00	5,878.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,584.16	39.41	0.00
MC	5,878.08	85.23	85.23
SS	5,878.08	364.43	364.43
Unemployment	432.39	0.00	0.01
Total:	489.07	489.07	449.67

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,878.08	293.92	320.94
Total:	293.92	320.94	

RECAP 4321 - Constables-Pct. 1

Earnings: 5,878.08 Benefits: 0.00 Deductions: 293.92 Taxes: 489.07 Net Pay: 5,095.09

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,592.93
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	56.00	834.96
SAL	1.00	1,448.45
Uniform	0.00	50.00
Total:	57.00	2,368.03

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,115.37	351.55	0.00
MC	2,233.77	32.39	32.39
SS	2,233.77	138.50	138.50
Unemployment	1,494.45	0.00	0.00
Total:	522.44	522.44	170.89

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,368.03	118.40	129.29
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	368.64
615	0.00	16.80	0.00
Total:	252.66	252.66	497.93

RECAP 4322 - Constables-Pct. 2

Earnings: 2,368.03 Benefits: 0.00 Deductions: 252.66 Taxes: 522.44 Net Pay: 1,592.93

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 4,493.69
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	289.37
165 Stipend w/RET	0.00	50.77
FLOAT	8.00	144.75
Hourly	202.00	3,708.82
OT	2.00	54.23
SAL	1.00	1,448.45
Uniform	0.00	50.00
Vacation	2.00	36.19
Total:	231.00	5,782.58

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,221.76	303.43	0.00
MC	5,510.89	79.91	79.91
SS	5,510.89	341.67	341.67
Unemployment	3,157.88	0.00	0.02
Total:	725.01	725.01	421.60

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,782.58	289.13	315.73
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.39	779.65
595	0.00	13.89	0.00
615	0.00	67.83	0.00
Total:	563.88	563.88	1,095.38

RECAP 4323 - Constables-Pct. 3

Earnings: 5,782.58 Benefits: 0.00 Deductions: 563.88 Taxes: 725.01 Net Pay: 4,493.69

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 7,142.63
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	278.02
CSP-OT	126.50	2,829.18
Hourly	250.00	4,418.30
SAL	1.00	1,448.45
Total:	393.50	8,973.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,175.68	368.67	0.00
MC	8,664.36	125.65	125.65
SS	8,664.36	537.20	537.20
Unemployment	1,025.06	0.00	0.01
Total:	1,031.52	1,031.52	662.86

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,973.95	448.68	489.97
520	0.00	40.00	0.00
550	0.00	51.90	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	779.65
595	0.00	8.60	0.00
615	0.00	39.70	0.00
Total:	799.80	799.80	1,269.62

RECAP 4324 - Constables-Pct. 4

Earnings:	8,973.95	Benefits:	0.00	Deductions:	799.80	Taxes:	1,031.52	Net Pay:	7,142.63
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Department: 4330 - Driver's License

Total Direct Deposits: 478.85
 Total Check Amounts: 0.00

EARNINGS

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

TAXES

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

DEDUCTIONS

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

RECAP 4330 - Driver's License

Earnings:	585.20	Benefits:	0.00	Deductions:	29.26	Taxes:	77.09	Net Pay:	478.85
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Department: 5401 - Juvenile Probation

Total Direct Deposits: 15,812.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	72.00	2,187.43
165 Stipend w/RET	0.00	163.82
FLOAT	16.00	464.50
Hourly	388.75	10,637.28
JP COMP TAKEN	13.25	273.63
PER DIEM ALLOWANCE	0.00	75.00
S	84.80	2,848.12
SAL	-54.00	4,322.57
Vacation	41.20	1,140.78
Total:	562.00	22,113.13

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	21.25	563.95
Total:	21.25	563.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	18,994.79	1,618.19	0.00
MC	20,350.44	295.09	295.09
SS	20,350.44	1,261.73	1,261.73
Unemployment	20,596.97	0.00	0.00
Total:	3,175.01	1,556.82	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	22,113.13	1,105.65	1,207.38
520	0.00	250.00	0.00
550	0.00	15.12	0.00
551	0.00	588.44	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	839.61	3,118.60
595	0.00	8.60	0.00
615	0.00	118.62	0.00
Total:	3,125.99	4,325.98	

RECAP 5401 - Juvenile Probation

Earnings:	22,113.13	Benefits:	563.95	Deductions:	3,125.99	Taxes:	3,175.01	Net Pay:	15,812.13
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Department: 6520 - Building Maintenance

Total Direct Deposits: 8,685.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	1,096.36
165 Stipend w/RET	0.00	131.52
Hourly	414.00	7,766.85
S	14.00	260.06
SAL	-7.00	1,751.38
Vacation	4.00	89.01
Total:	481.00	11,095.18

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,331.78	792.33	0.00
MC	10,886.54	157.86	157.86
SS	10,886.54	674.97	674.97
Unemployment	9,527.15	0.00	0.00
Total:	1,625.16	832.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,095.18	554.76	605.80
550	0.00	78.70	0.00
551	0.00	88.44	0.00
580	0.00	7.65	0.00
590	0.00	0.00	2,580.48
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	32.92	0.00
Total:	784.89	3,186.28	

RECAP 6520 - Building Maintenance

Earnings:	11,095.18	Benefits:	0.00	Deductions:	784.89	Taxes:	1,625.16	Net Pay:	8,685.13
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Department: 6550 - Elections

Total Direct Deposits: 4,231.19
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	514.35
Hourly	152.00	2,770.85
OT	2.00	56.05
SAL	-7.00	2,007.69
Total:	171.00	5,348.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,009.75	373.33	0.00
MC	5,277.20	76.52	76.52
SS	5,277.20	327.18	327.18
Unemployment	1,402.75	0.00	0.00
Total:	777.03	777.03	403.70

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,348.94	267.45	292.06
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,105.92
595	0.00	8.58	0.00
615	0.00	32.92	0.00
Total:	340.72	1,397.98	

RECAP 6550 - Elections

Earnings: 5,348.94 Benefits: 0.00 Deductions: 340.72 Taxes: 777.03 Net Pay: 4,231.19

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,358.36
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	576.09
165 Stipend w/RET	0.00	228.66
Hourly	68.00	1,471.15
SAL	-9.00	15,533.73
Vacation	4.00	86.54
Total:	87.00	17,896.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	15,860.19	1,206.30	0.00
MC	16,855.01	244.41	244.41
SS	16,855.01	1,045.00	1,045.00
Unemployment	11,575.52	0.00	0.00
Total:	2,495.71	2,495.71	1,289.41

DEDUCTIONS

Code	Subject To	Employee	Employer
400	17,896.17	894.82	977.14
520	0.00	100.00	0.00
550	0.00	42.36	0.00
551	0.00	180.84	0.00
580	0.00	6.12	0.00
590	0.00	722.88	3,033.86
595	0.00	19.48	0.00
615	0.00	75.60	0.00
Total:	2,042.10	4,011.00	

RECAP 6560 - Commissioners Court

Earnings: 17,896.17 Benefits: 0.00 Deductions: 2,042.10 Taxes: 2,495.71 Net Pay: 13,358.36

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 2,067.19
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 5 - HOL PRIMARY	8.00	177.05
165 Stipend w/RET	0.00	34.62
Hourly	40.00	756.00
S	8.00	177.05
SAL	-17.00	1,372.10
Vacation	2.00	44.26
Total:	41.00	2,561.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,433.03	168.40	0.00
MC	2,561.08	37.13	37.13
SS	2,561.08	158.78	158.78
Unemployment	1,805.08	0.00	0.00
Total:		364.31	195.91

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,561.08	128.05	139.84
580	0.00	1.53	0.00
Total:		129.58	139.84

RECAP 6570 - Veteran Service Officer

Earnings: 2,561.08 Benefits: 0.00 Deductions: 129.58 Taxes: 364.31 Net Pay: 2,067.19

Department: 6580 - Human Resources

Total Direct Deposits: 1,338.58
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 5 - HOL PRIMARY	8.00	210.27
SAL	-11.00	1,787.27
Vacation	4.00	105.13
Total:	1.00	2,102.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,983.92	485.53	0.00
MC	2,089.05	30.29	30.29
SS	2,089.05	129.52	129.52
Unemployment	2,089.05	0.00	0.00
Total:		645.34	159.81

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,102.67	105.13	114.81
550	0.00	13.62	0.00
Total:		118.75	114.81

RECAP 6580 - Human Resources

Earnings: 2,102.67 Benefits: 0.00 Deductions: 118.75 Taxes: 645.34 Net Pay: 1,338.58

Department: 6590 - Purchasing Department

Total Direct Deposits: 4,500.83
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	565.39
165 Stipend w/RET	0.00	66.92
Hourly	136.00	2,725.96
S	8.00	181.73
SAL	-7.00	2,180.76
Total:	161.00	5,720.76

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,368.17	431.74	0.00
MC	5,654.20	81.98	81.98
SS	5,654.20	350.56	350.56
Total:		864.28	432.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,720.76	286.03	312.36
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	0.00	737.28
595	0.00	11.46	0.00
615	0.00	24.86	0.00
Total:		355.65	1,049.64

RECAP 6590 - Purchasing Department

Earnings: 5,720.76 Benefits: 0.00 Deductions: 355.65 Taxes: 864.28 Net Pay: 4,500.83

Department: 6630 - Grants Department

Total Direct Deposits: 3,559.04
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	442.85
165 Stipend w/RET	0.00	34.62
Hourly	72.00	1,504.95
SAL	-7.00	2,480.62
Total:	81.00	4,463.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,205.11	307.31	0.00
MC	4,428.26	64.21	64.21
SS	4,428.26	274.55	274.55
Unemployment	2,790.87	0.00	0.00
Total:		646.07	338.76

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,463.04	223.15	243.68
550	0.00	15.12	0.00
590	0.00	0.00	368.64
595	0.00	2.86	0.00
615	0.00	16.80	0.00
Total:		257.93	612.32

RECAP 6630 - Grants Department

Earnings: 4,463.04 Benefits: 0.00 Deductions: 257.93 Taxes: 646.07 Net Pay: 3,559.04

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,611.90
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
112 5 - HOL PRIMARY	16.00	453.89	Federal W/H	4,235.64	280.83	0.00
Hourly	72.00	1,714.48	MC	4,462.58	64.70	64.70
SAL	-7.00	2,370.49	SS	4,462.58	276.68	276.68
Total:	81.00	4,538.86	Unemployment	4,493.16	0.00	0.00
			Total:		622.21	341.38

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	4,538.86	226.94	247.82
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	737.28
595	0.00	5.72	0.00
615	0.00	24.86	0.00
Total:		304.75	985.10

RECAP 6650 - Emerg Mgnt/Homeland Sec
 Earnings: 4,538.86 Benefits: 0.00 Deductions: 304.75 Taxes: 622.21 Net Pay: 3,611.90

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,232.27
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
112 5 - HOL PRIMARY	16.00	452.31	Federal W/H	4,880.21	253.19	0.00
165 Stipend w/RET	0.00	34.62	MC	5,140.05	74.53	74.53
Hourly	126.00	2,067.82	SS	5,140.05	318.69	318.69
S	2.00	72.69	Unemployment	3,550.71	0.00	0.01
SAL	-10.00	2,507.88	Total:		646.41	393.23
Uniform	0.00	25.00				
Vacation	1.00	36.35				
Total:	135.00	5,196.67				

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	5,196.67	259.84	283.74
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	737.28
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:		317.99	1,021.02

RECAP 7610 - Sanitation Department
 Earnings: 5,196.67 Benefits: 0.00 Deductions: 317.99 Taxes: 646.41 Net Pay: 4,232.27

Department: 8700 - County Agent

Total Direct Deposits: 2,947.36
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 5 - HOL PRIMARY	8.00	153.17
Hourly	72.00	1,378.54
SAL	2.00	2,019.24
Total:	82.00	3,550.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,474.36	255.34	0.00
MC	3,550.95	51.49	51.49
SS	3,550.95	220.17	220.17
Unemployment	3,550.95	0.00	0.02
Total:		527.00	271.68

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,531.71	76.59	83.63
590	0.00	0.00	368.64
Total:		76.59	452.27

RECAP 8700 - County Agent

Earnings: 3,550.95 Benefits: 0.00 Deductions: 76.59 Taxes: 527.00 Net Pay: 2,947.36



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT02663 - Payroll 032623 thru 040823
 Payroll Set: 01 - Payroll Set 01

Pay Period: 03/26/2023 - 04/08/2023

Total Direct Deposits: 384,759.96
 Total Check Amounts: 11,693.41

Males Paid: 156
 Females Paid: 118
 Total Employees: 274

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,768.00	42,135.73
165	0.00	16.15
165 Stipend w/RET	0.00	1,975.59
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
BEREAVEMENT	24.00	822.30
CCP-OT	84.00	3,197.89
CSP-OT	126.50	2,829.18
DA Staff Supplement	0.00	1,228.17
FH - LAW	12.50	291.07
FLOAT	68.00	1,790.54
Hourly	13,516.50	295,510.99
JP COMP TAKEN	13.25	273.63
Jud Stip	1.00	3,230.77
LWOP	113.23	0.00
OT	396.00	13,444.21
PER DIEM ALLOWANCE	0.00	75.00
S	723.33	18,388.02
SAL	-394.00	119,015.92
Uniform	0.00	2,250.00
Vacation	553.44	12,739.11
VAC-PAYOUT	22.80	448.08
Total:	17,028.55	521,077.73

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	21.25	563.95
Total:	21.25	563.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	475,991.58	39,803.27	0.00
MC	502,710.62	7,289.30	7,289.30
SS	502,710.62	31,168.03	31,168.03
Unemployment	351,720.08	0.00	0.11
Total:		78,260.60	38,457.44

Fed W/H - \$39,803.27
 MC - 14,578.60
 SS - 62,336.06

 \$116,717.93

DEDUCTIONS

Code	Subject To	Employee	Employer
400	517,779.55	25,889.04	28,270.70
520	0.00	830.00	0.00
530	0.00	946.85	0.00
550	0.00	2,516.51	0.00
551	0.00	2,362.06	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	9,798.51	81,164.25
595	0.00	495.75	0.00
610	0.00	81.34	0.00
615	0.00	2,809.68	0.00
Total:		46,363.76	109,434.95

RECAP 01 - Payroll Set 01

Earnings: 521,077.73 Benefits: 563.95 Deductions: 46,363.76 Taxes: 78,260.60 Net Pay: 396,453.37

B. \$116,717.93 Payroll Tax (3/26/2023 – 4/08/2023)

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

\$116,717.93 Payroll Tax (3.26.23 - 4.08.23)

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

4/14/2023
Date



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT02663 - Payroll 032623 thru 040823
 Payroll Set: 01 - Payroll Set 01

Pay Period: 03/26/2023 - 04/08/2023

Total Direct Deposits: 384,759.96
 Total Check Amounts: 11,693.41

Males Paid: 156
 Females Paid: 118
 Total Employees: 274

EARNINGS

Pay Code	Units	Pay Amount
112 S - HOL PRIMARY	1,768.00	42,135.73
165	0.00	16.15
165 Stipend w/RET	0.00	1,975.59
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
BEREAVEMENT	24.00	822.30
CCP-OT	84.00	3,197.89
CSP-OT	126.50	2,829.18
DA Staff Supplement	0.00	1,228.17
FH - LAW	12.50	291.07
FLOAT	68.00	1,790.54
Hourly	13,516.50	295,510.99
JP COMP TAKEN	13.25	273.63
Jud Stip	1.00	3,230.77
LWOP	113.23	0.00
OT	396.00	13,444.21
PER DIEM ALLOWANCE	0.00	75.00
S	723.33	18,388.02
SAL	394.00	119,015.92
Uniform	0.00	2,250.00
Vacation	553.44	12,739.11
VAC-PAYOUT	22.80	448.08
Total:	17,028.55	521,077.73

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	21.25	563.95
Total:	21.25	563.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	475,991.58	39,803.27	0.00
MC	502,710.62	7,289.30	7,289.30
SS	502,710.62	31,168.03	31,168.03
Unemployment	351,720.08	0.00	0.11
Total:	78,260.60	38,457.44	

Fed W/H - \$39,803.27
 MC - \$14,578.60
 SS - \$62,336.06

 \$116,717.93

DEDUCTIONS

Code	Subject To	Employee	Employer
400	517,779.55	25,889.04	28,270.70
520	0.00	830.00	0.00
530	0.00	946.85	0.00
550	0.00	2,516.51	0.00
551	0.00	2,362.06	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	9,798.51	81,164.25
595	0.00	495.75	0.00
610	0.00	81.34	0.00
615	0.00	2,809.68	0.00
Total:	46,363.76	109,434.95	

RECAP 01 - Payroll Set 01

Earnings: 521,077.73 Benefits: 563.95 Deductions: 46,363.76 Taxes: 78,260.60 Net Pay: 396,453.37

3. To reapprove an agreement with LexisNexis for research database access concerning indigent decedents.

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to reapprove an agreement with LexisNexis for research database access concerning indigent decedents

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. 
Signature of Court Member

4/14/2023
Date

SCHEDULE A
Accurint for Government
(Transactional)

Customer Name: Caldwell County
Billgroup #: ACC-1623451
LN Account Manager: Jimmy Restivo

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning April 1, 2023 and ending March 31, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 **Minimum Payment:** Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$50.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **April 26, 2023**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Caldwell County

Signed: 
Name: Hoppy Haden
Title: County Judge
Date: 4/12/2023

**4. To approve March 2023 report from
Constable Pct. 1**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to approve March 2023 report from Constable Pct. 1

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. 
Signature of Court Member

4/19/2023
Date



RONALD SANDERS
Chief Deputy

CLEMENTE VERASTEGUI

CRYSTAL SMOLEN
Lieutenant

CALDWELL COUNTY
CONSTABLE PCT 1
405 E. Market St Suite A
Lockhart, Tx. 78644
(512) 398-0802

TO: Judge Hayden

FROM: Constable Verastegui

Subject: Monthly Report March 2023

Sir,

Here is the monthly report for March 2023

- 1. There were a total of 107 citizen contacts.**
- 2. 101 citations were issued and 46 warnings.**
- 3. 2 felony arrests were made.**
- 4. 13 warrant attempts were made with several contacting the Constable's Office for information about their warrants. Subjects are getting with the court to resolve their warrants.**
- 5. 22 civil attempts made with 10 executed.**
- 6. 22 assist public contacts and 14 assist other agencies contacts.**

We continue to show a greater presence in the school areas and starting in April will have 3 deputies covering the three elementary schools Monday through Friday from 7:30 am to 3:30 pm. as school security. Each deputy will be stationed at one of the three elementary schools in precinct one. They will conduct walking patrols in the schools as well as perimeter checks. They will be a presence and advise the schools of any possible security problems.

Respectfully

Clemente Verastegui

5. To approve March 2023 Tax Collections Report from Caldwell County Appraisal District.

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to approve March 2023 Tax Collections Report from Caldwell County Appraisal District.

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00 _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

3. Backup Materials: None To Be Distributed 4 total # of backup pages
(including this page)

4. 
Signature of Court Member

4/17/2023
Date

CALDWELL COUNTY COMMISSIONERS

Tax Collection Report

MARCH 2023

	March	Prior Months	YTD TOTAL	PRIOR YEAR
2022 Tax Collection	\$409,730.98	\$21,953,830.15	\$22,363,561.13	\$20,747,832.54
2021 & Prior Collection	\$59,746.79	\$598,928.33	\$658,675.12	\$500,431.80
Total Tax Collection =	\$469,477.77	\$22,552,758.48	\$23,022,236.25	\$21,248,264.34

note: Above figures include penalties and interest collected

2022 Original Levy \$24,032,242.99

March 31, 2023 Percent of 2022 Tax Collected 92.77%

March 31, 2022 Percent of 2021 Tax Collected 93.11%

March 31, 2021 Percent of 2020 Tax Collected 92.68%

March 31, 2023 - Balance of Delinquent Tax \$0.00

March 31, 2022 - Balance of Delinquent Tax \$2,157,128.82

March 31, 2021 - Balance of Delinquent Tax \$1,910,618.01

Corrections made to Current Tax Roll (\$15,935.25)

Corrections made to Delinquent Tax Roll (\$6,568.27)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$9,093.06

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser
Caldwell County Appraisal District

CALDWELL COUNTY

Balance Sheet

MARCH 2023

DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 9-Mar-23	\$70,920.93	\$4,813.67	EFT
(2) 16-Mar-23	\$117,838.58	\$8,074.62	EFT
(3) 27-Mar-23	\$97,702.76	\$6,635.93	EFT
(4) 11-May-23	\$153,030.46	\$10,460.82	EFT
(5)	\$0.00	\$0.00	
(6)	\$0.00	\$0.00	
(7)	\$0.00	\$0.00	
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(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	\$439,492.73	\$29,985.04	
TOTAL ALL DEPOSITS	\$469,477.77		

CALDWELL COUNTY

Balance Sheet

MARCH 2023

Collections

	FARM TO MARKET M & O		GENERAL FUND	
			M & O	I & S
Current Tax	\$68.14		\$355,142.94	\$24,381.66
Current P & I	\$4.40		\$28,199.22	\$1,934.62
Delinquent Tax	\$6.12		\$42,046.63	\$2,703.53
Delinquent P & I	\$1.81		\$14,023.47	\$965.23
		Subtotals	\$439,412.26	\$29,985.04
TOTAL FTM	\$80.47	TOTAL GCA	\$469,397.30	
	ROAD & BRIDGE M & O		STATE TAX M & O	
Current Tax	n/a		n/a	
Current P & I	n/a		n/a	
Delinquent Tax	\$0.00		\$0.00	
Delinquent P & I	\$0.00		\$0.00	
TOTAL RAB	\$0.00	TOTAL STX	\$0.00	
TOTAL COUNTY COLLECTIONS			\$469,477.77	

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$9,093.06

Attorney Fees Detail

FTM	\$1.02
GCA	\$9,092.04
RAB	\$0.00
STX	\$0.00

6. To approve acknowledgment of Adult Probation annual outside audit for their financial reporting.

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

acknowledgment of Adult Probation annual outside audit for their financial reporting.

1. **Costs:**

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? NA

Is a Budget Amendment being proposed? NA

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Danie Teltow</u>	<u>Danie Teltow</u>	<u>County Auditor</u>
(2)	_____	_____	_____
(3)	_____	_____	_____

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

4. 

Signature of Court Member

04/19/2023

Date



Community Supervision and Corrections Department

Serving the Courts and Communities of Caldwell, Comal and Hays Counties

Eric Aguirre – Director

1703 S. Colorado ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Wednesday, April 19, 2023

Caldwell County Commissioners Court
Caldwell County Courthouse
Lockhart, Texas 78644

Dear Judge Haden and Commissioners:

Pursuant to Local Government Code, Section 140.004 and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual, the Community Supervision and Corrections Department (CSCD) of Caldwell, Comal and Hays County files for receipt and acceptance its Financial Statements for the Fiscal Year ending on August 31, 2022.

The attached documents are filed for informational purposes only and to satisfy the requirements of the above-referenced statute.

Please direct any questions to Charles Torres, CSCD Fiscal Officer or Eric Aguirre, CSCD Executive Director.

Respectfully,

Charles Torres
CSCD Fiscal Officer
1703 S. Colorado, Box 9
Lockhart, Texas 78644
(512) 398-4307

cc: Mr. Eric Aguirre, Director
Central Files

Hays CSCD
712 S. Stagecoach Trail
San Marcos, TX 78666
(512) 353-5892

Comal CSCD
160 E. Bridge St.
New Braunfels, TX 78132
(830) 221-1160

Caldwell CSCD
1703 S. Colorado
Lockhart, TX 78644
(512) 398-4431



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

Communication with Those Charged with Governance

January 31, 2023

To the Caldwell County Community Supervision and Corrections Department
Lockhart, Texas

We have audited the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2022, and have issued our report thereon dated January 31, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 4, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with the prescribed basis of accounting that demonstrates compliance with the Texas Departments of Criminal Justice – Community Justice Assistance Division’s financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Caldwell County Community Supervision and Corrections Department solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Audit Findings

Management has the responsibility to select and use of appropriate accounting policies. A summary of the significant accounting policies adopted by the Caldwell County Community Supervision and Corrections Department is included in Note 2 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no significant estimates reported in the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no known material misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Caldwell County Community Supervision and Corrections Department's financial statements or to the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated January 31, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Caldwell County Supervision and Corrections Department, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Caldwell County Supervision and Corrections Department's auditors.

This information is intended solely for the information and use of the Board of Judges and management of the Caldwell County Supervision and Corrections Department and is not intended to be and should not be used by anyone other than these specified parties.

It has been our pleasure to provide these services to the Caldwell County Community Supervision and Corrections Department. We urge you to contact us if we can be of further assistance.

Very truly yours,



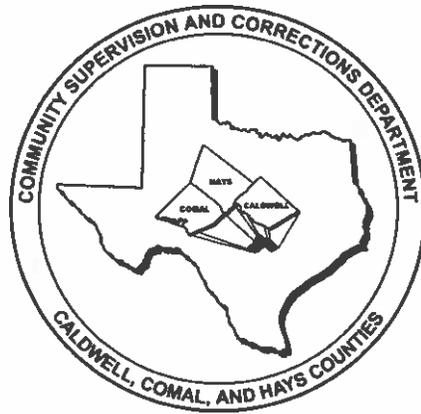
Armstrong, Vaughan & Associates, P.C.

January 31, 2023

***CALDWELL COUNTY
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT***

FINANCIAL STATEMENTS

***FOR THE YEAR ENDED
AUGUST 31, 2022***



CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2022

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CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2022

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Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Caldwell County Community Supervision and Corrections Department (CSCD), which comprise the combined statements of financial position as of August 31, 2022, and the related financial statements of activities for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 6, 2023.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial statements of Caldwell County Community Supervision and Corrections Department for the year ended August 31, 2022 in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Caldwell County Community Supervision and Corrections Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter — Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, the Caldwell County Community Supervision and Corrections Department prepares its financial statements using accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Caldwell County Community Supervision and Corrections Department's ability to continue as a going concern for a reasonable period of time.

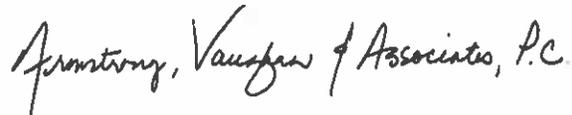
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on Use

Our report is intended solely for the information and use of Caldwell County Community Supervision and Corrections Department and the TDCJ-CJAD and is not intended to be and should not be used by anyone other than these specified parties.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2023 on our consideration of Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and compliance.



Armstrong, Vaughan & Associates, P.C.

Universal City, Texas

February 6, 2023

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2022

ASSETS	<u>Basic Supervision</u>	<u>Community Corrections</u>	<u>Diversion Programs</u>
<i>Cash and Investments:</i>			
Bank Balances	\$ 3,385,650	\$ 92,179	\$ 105,413
<i>Total Cash and Investments</i>	<u>3,385,650</u>	<u>92,179</u>	<u>105,413</u>
<i>Accounts Receivable:</i>			
Community Supervision Fees	29,275	-	-
Due from Others	<u>34,669</u>	<u>-</u>	<u>-</u>
<i>Total Accounts Receivable</i>	<u>63,944</u>	<u>-</u>	<u>-</u>
 TOTAL ASSETS	 <u>\$ 3,449,594</u>	 <u>\$ 92,179</u>	 <u>\$ 105,413</u>
 LIABILITIES AND FUND BALANCE			
<i>Liabilities:</i>			
Accounts Payable	\$ 48,300	\$ 1,762	\$ 299
<i>Total Liabilities</i>	<u>48,300</u>	<u>1,762</u>	<u>299</u>
 <i>Fund Balance</i>	 <u>3,401,294</u>	 <u>90,417</u>	 <u>105,114</u>
 TOTAL LIABILITIES AND FUND BALANCE	 <u>\$ 3,449,594</u>	 <u>\$ 92,179</u>	 <u>\$ 105,413</u>

The accompanying notes are an integral part of these financial statements.

<u>TAIP</u>	<u>Total</u>
<u>\$ 6,820</u>	<u>\$ 3,590,062</u>
<u>6,820</u>	<u>3,590,062</u>
-	29,275
-	<u>34,669</u>
-	<u>63,944</u>
<u>\$ 6,820</u>	<u>\$ 3,654,006</u>

<u>\$ -</u>	<u>\$ 50,361</u>
<u>-</u>	<u>50,361</u>
<u>6,820</u>	<u>3,603,645</u>
<u>\$ 6,820</u>	<u>\$ 3,654,006</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 2022

	Basic Supervision	Community Corrections	Diversion Programs
REVENUE			
State Aid	\$ 1,209,491	\$ 579,950	\$ 1,017,482
One-Time/Supplemental Payment	175,195	-	-
Total State Aid Not Including SAFFP	<u>1,384,686</u>	<u>579,950</u>	<u>1,017,482</u>
State Aid: SAFFP	7,767	-	-
Community Supervision Fees	2,808,378	-	-
Payments by Program Participants	333,729	33,894	-
Interest Income	26,198	-	-
Other Revenue	4,192	-	-
TOTAL REVENUE	<u>4,564,950</u>	<u>613,844</u>	<u>1,017,482</u>
EXPENDITURES			
Salaries & Fringe Benefits	3,402,810	488,075	937,420
Travel & Furnished Transportation	27,485	8,560	2,286
Contract Services for Offenders	33,591	4,110	2,225
Professional Fees	162,913	645	2,295
Supplies & Operating Expenses	83,848	22,037	9,829
Utilities	27,999	-	-
Equipment	41,093	-	-
TOTAL EXPENDITURES	<u>3,779,739</u>	<u>523,427</u>	<u>954,055</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>785,211</u>	<u>90,417</u>	<u>63,427</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	41,687
Basic Supervision Interfund Transfer Out	(41,687)	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(41,687)</u>	<u>-</u>	<u>41,687</u>
PRIOR YEAR ENDING FUND BALANCE	2,893,949	-	-
Prior Year Refund (BS Only)	(236,179)	-	-
Adjusted Beginning Fund Balance	<u>2,657,770</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 3,401,294</u>	<u>\$ 90,417</u>	<u>\$ 105,114</u>

The accompanying notes are an integral part of these financial statements.

<u>TAIP</u>	<u>Total</u>
\$ 167,000	\$ 2,973,923
-	175,195
167,000	3,149,118
-	7,767
-	2,808,378
-	367,623
-	26,198
-	4,192
167,000	6,363,276
159,427	4,987,732
468	38,799
-	39,926
285	166,138
-	115,714
-	27,999
-	41,093
160,180	5,417,401
6,820	945,875
-	41,687
-	(41,687)
-	-
-	2,893,949
-	(236,179)
-	2,657,770
\$ 6,820	\$ 3,603,645

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES
ALL DIVERSION PROGRAM FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

	Mentally Impaired Specialized Caseload (non-initiative)	Mental Health Initiative - Special Needs	Substance Abuse and Aftercare Caseload
REVENUE			
State Aid	\$ 175,000	\$ 106,000	\$ 241,511
TOTAL REVENUE	<u>175,000</u>	<u>106,000</u>	<u>241,511</u>
EXPENDITURES			
Salaries & Fringe Benefits	154,155	89,450	240,942
Travel & Furnished Transportation	29	540	-
Contracted Services	1,175	1,050	-
Professional Fees	-	260	-
Supplies & Operating Expenses	1,800	3,033	-
TOTAL EXPENDITURES	<u>157,159</u>	<u>94,333</u>	<u>240,942</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>17,841</u>	<u>11,667</u>	<u>569</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	3,371
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>3,371</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 17,841</u>	<u>\$ 11,667</u>	<u>\$ 3,940</u>

The accompanying notes are an integral part of these financial statements.

<u>Outpatient Substance Abuse</u>	<u>Counseling- Assessment, Evaluation, Cognitive</u>	<u>Pretrial Diversion</u>	<u>Total</u>
\$ 303,412	\$ 109,000	\$ 82,559	\$ 1,017,482
<u>303,412</u>	<u>109,000</u>	<u>82,559</u>	<u>1,017,482</u>
256,618	81,788	114,467	937,420
804	913	-	2,286
-	-	-	2,225
1,622	413	-	2,295
-	4,996	-	9,829
<u>259,044</u>	<u>88,110</u>	<u>114,467</u>	<u>954,055</u>
<u>44,368</u>	<u>20,890</u>	<u>(31,908)</u>	<u>63,427</u>
-	-	38,316	41,687
-	-	38,316	41,687
-	-	-	-
<u>\$ 44,368</u>	<u>\$ 20,890</u>	<u>\$ 6,408</u>	<u>\$ 105,114</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

TYPE OF REVENUE	Budget	2022 Actual	Variance Favorable (Unfavorable)
Requested TDCJ-CJAD Funding (State Aid)	\$ 1,384,686	\$ 1,209,491	\$ (175,195)
State Aid: SAFFP	10,000	7,767	(2,233)
Community Supervision Fees	2,800,000	2,808,378	8,378
Payments by Program Participants	150,000	333,729	183,729
Interest Income	3,000	26,198	23,198
Carry Over from Previous FY (Prior Year Ending Fund Balance)	2,657,771	2,893,949	236,178
Other Revenue	-	4,192	4,192
Basic Supervision Interfund Transfer Out	(41,687)	(41,687)	-
TOTAL REVENUE	<u>6,963,770</u>	<u>7,242,017</u>	<u>278,247</u>
EXPENDITURES			
Salaries & Fringe Benefits	4,176,227	3,402,810	773,417
Travel & Furnished Transportation	57,660	27,485	30,175
Contract Services for Offenders	69,800	33,591	36,209
Professional Fees	374,700	162,913	211,787
Supplies & Operating Expenses	2,150,383	83,848	2,066,535
Utilities	69,000	27,999	41,001
Equipment	66,000	41,093	24,907
TOTAL EXPENDITURES	<u>6,963,770</u>	<u>3,779,739</u>	<u>3,184,031</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	3,462,278	\$ 3,462,278
OTHER FINANCING SOURCES (USES) ACTUALS			
One-Time Payment - Actual		<u>175,195</u>	
TOTAL OTHER FINANCING SOURCES (USES)		<u>175,195</u>	
PRIOR YEAR ENDING FUND BALANCE			
Prior Year Refund (BS Only) - Actuals		<u>(236,179)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(236,179)</u>	
AUDITED YEAR ENDING FUND BALANCE- ACTUALS		<u><u>\$ 3,401,294</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	<u>Variance Favorable (Unfavorable)</u>
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 579,950	\$ 579,950	\$ -
Payments by Program Participants	30,000	33,894	3,894
TOTAL REVENUE	<u>609,950</u>	<u>613,844</u>	<u>3,894</u>
EXPENDITURES			
Salaries & Fringe Benefits	544,735	488,075	56,660
Travel & Furnished Transportation	17,620	8,560	9,060
Contract Services for Offenders	18,495	4,110	14,385
Professional Fees	3,600	645	2,955
Supplies & Operating Expenses	25,500	22,037	3,463
TOTAL EXPENDITURES	<u>609,950</u>	<u>523,427</u>	<u>86,523</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	90,417	\$ 90,417
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 90,417</u>	

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 175,000	\$ 175,000	\$ -
TOTAL REVENUE	<u>175,000</u>	<u>175,000</u>	<u>-</u>
 EXPENDITURES			
Salaries & Fringe Benefits	168,252	154,155	14,097
Travel & Furnished Transportation	1,500	29	1,471
Contracted Services for Offenders	2,448	1,175	1,273
Professional Fees	1,000	-	1,000
Supplies & Operating Expenses	1,800	1,800	-
TOTAL EXPENDITURES	<u>175,000</u>	<u>157,159</u>	<u>17,841</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 \$ -	 17,841	 \$ 17,841
 PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
 AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 17,841</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE – SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 106,000	\$ 106,000	\$ -
TOTAL REVENUE	<u>106,000</u>	<u>106,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	89,450	89,450	-
Travel & Furnished Transportation	2,750	540	2,210
Contracted Services	9,850	1,050	8,800
Professional Fees	750	260	490
Supplies & Operating Expenses	3,200	3,033	167
TOTAL EXPENDITURES	<u>106,000</u>	<u>94,333</u>	<u>11,667</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	11,667	\$ 11,667
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 11,667</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 241,511	\$ 241,511	\$ -
Basic Supervision Interfund Transfer In	<u>3,371</u>	<u>3,371</u>	<u>-</u>
TOTAL REVENUE	<u>244,882</u>	<u>244,882</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	<u>244,882</u>	<u>240,942</u>	<u>3,940</u>
TOTAL EXPENDITURES	<u>244,882</u>	<u>240,942</u>	<u>3,940</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	3,940	\$ 3,940
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 3,940</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
 COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
 INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
 FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
 DIVERSION PROGRAM
 OUTPATIENT SUBSTANCE ABUSE PROGRAM
 FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 303,412	\$ 303,412	\$ -
TOTAL REVENUE	<u>303,412</u>	<u>303,412</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	298,912	256,618	42,294
Travel/Furnished Transportation	2,500	804	1,696
Professional Fees	<u>2,000</u>	<u>1,622</u>	<u>378</u>
TOTAL EXPENDITURES	<u>303,412</u>	<u>259,044</u>	<u>44,368</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	\$ -	44,368	\$ 44,368
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 44,368</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 109,000	\$ 109,000	\$ -
TOTAL REVENUE	<u>109,000</u>	<u>109,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	101,000	81,788	19,212
Travel & Furnished Transportation	2,000	913	1,087
Professional Fees	1,000	413	587
Supplies & Operating Expenses	5,000	4,996	4
TOTAL EXPENDITURES	<u>109,000</u>	<u>88,110</u>	<u>20,890</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	20,890	\$ 20,890
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 20,890</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 82,559	\$ 82,559	\$ -
Basic Supervision Interfund Transfer In	<u>38,316</u>	<u>38,316</u>	<u>-</u>
TOTAL REVENUES	<u>120,875</u>	<u>120,875</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	<u>120,875</u>	<u>114,467</u>	<u>6,408</u>
TOTAL EXPENDITURES	<u>120,875</u>	<u>114,467</u>	<u>6,408</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	6,408	\$ 6,408
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 6,408</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM (TAIP)
FOR THE YEAR ENDED AUGUST 31, 2022

	<u>Budget</u>	<u>2022 Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 167,000	\$ 167,000	\$ -
TOTAL REVENUES	<u>167,000</u>	<u>167,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,600	159,427	173
Travel & Furnished Transportation	3,400	468	2,932
Professional Fees	1,000	285	715
Supplies & Operating Expenses	3,000	-	3,000
TOTAL EXPENDITURES	<u>167,000</u>	<u>160,180</u>	<u>6,820</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	6,820	\$ 6,820
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 6,820</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Caldwell County Community Supervision and Corrections Department (CSCD), a special purpose district of state government, was organized to provide certain adult probation services to judicial districts in Caldwell, Comal, and Hays Counties. The CSCD is not a department of Caldwell, Comal, or Hays Counties, nor is it an agency of the State of Texas.

The accompanying financial statements include the revenue of the Caldwell County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) from state appropriations for the Basic Supervision Fund, Community Corrections Funds, Diversion Program Grant Funds, Treatment Alternatives to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

B. BASIS OF ACCOUNTING

Since the Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statement. The accounts of the Caldwell CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled. All Caldwell County Community Supervision and Corrections Department funds and the purposes for which they may be spent and means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31 for financial activity performed by August 31, are considered available. Also, purchases for which the commitment has been established by August 31, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and paid by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund balance.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

B. BASIS OF ACCOUNTING (CONT.)

Funds of the Caldwell CSCD are grouped into the agency fund type for the purpose of operation on the Caldwell County, Texas' accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Caldwell, Comal, or Hays Counties, Texas budget process and are held in a purely custodial capacity.

C. BUDGETS (ACCOUNTING AND LEGAL COMPLIANCE)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice – Community Justice Assistance Division. Any amendments to the budget over \$15,000 or fifteen percent (15%), whichever is greater, must also be approved by TDCJ-CJAD. Only budget adjustment requests, at year-end, received by September 30, will be reviewed and approved or disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after September 30, for the previous fiscal year. The annual budget is adopted on a basis consistent with TDCJ-CJAD financial reporting requirements which is a comprehensive basis other than generally accepted accounting principles. Only budget amendments approved by TDCJ-CJAD should be referred to in performing the financial audit. Funds not required to be budgeted include Sex Offender Fees and Crime Victims' Compensation Fund collections when applicable. Budget amounts presented in this report are the final amended amounts.

D. CASH AND INVESTMENTS

Cash and investments include amounts in demand deposits, investments with a pooled investment fund (LOGIC) and DWS Government Cash Institutions Shares. The CSCD reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The CSCD's investments in the Pool are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool maintains a consistent net asset value per share that approximates the fair value of the underlying securities. These investments are reported at net asset value. State laws authorize the CSCD to invest in insured securities, or securities backed by the U.S. government (See Note 2).

E. FISCAL YEAR

The Caldwell County Community Supervision and Corrections Department has a fiscal year beginning on September 1 of each year and ending on August 31.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

The CSCD’s state aid and net funds (revenues) received were deposited and held, and collection accounts’ remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD’s state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011 I and Local Government Code 113.022 and 140.003(f)).

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. The depository bank deposits for safekeeping and trust with the CSCD’s agent bank approved pledge securities in an amount sufficient to protect CSCD funds on a day-to-day basis during the period of the contract.

A. CASH

At August 31, 2022, the carrying amount of the CSCD cash deposits were \$1,479,734 and the bank balance was \$1,260,138. Of these deposits, \$701,101 is not reported on the Combined Statement of Financial Position as it relates to Pre-Trial Bond funding and is not required to be reported on the Financial Report submitted to TDCJ-CJAD. As of August 31, 2022, the bank balance was covered by federal deposit insurance and pledged securities having a market value of \$1,401,028 as collateral pursuant to a depository agreement through Caldwell County.

Those CSCD employees who have access to public funds are covered by a surety bond. The surety bond also covers those employees who maintain and administer public funds.

B. CHANGE FUND

The CSCD does not utilize change funds.

C. PETTY CASH

The CSCD does not utilize petty cash funds.

D. INVESTMENTS

The CSCD is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. The Public Funds Investment Act (“Act”) requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the CSCD adhered to the requirements of the Act. Additionally, investment practices of the CSCD were in accordance with local policies.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

The Act determines the types of investments which are allowable for the CSCD. These include, with certain restrictions, 1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, 2) certificates of deposit, 3) certain municipal securities, 4) securities lending program, 5) repurchase agreements, 6) bankers acceptances, 7) mutual funds, 8) investment pools, 9) guaranteed investment contracts, and 10) commercial paper.

Public funds investment pools in Texas (“Pools”) are established under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the “Act”), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares. LOGIC Investment is an investment pool that meets this criterion. Cash Account Trust – Deutsche Government Cash is an SEC registered money market fund that is rated AAA-m by Standard & Poor’s, and also seeks to maintain a net asset value of \$1.

Investments are stated at fair value (plus accrued interest) except for money market investments and participating interest-earning investment contracts (U.S. Treasuries) that have a remaining maturity at time of purchase of one year or less. Those investments are stated at amortized cost. Likewise, certificates of deposit are stated at amortized cost.

It is the policy of the CSCD that the administration of its funds and the investments of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the CSCD and conforming to all applicable state and CSCD statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the CSCD to be in complete compliance with local law and the Texas Public Funds Investment Act. The earnings from investment will be used in a manner that best serves the public trust and interest of the CSCD.

The CSCD’s investments at August 31, 2022 are as shown below and are reported using Level 1 inputs:

	Reported Value
First Lockhart National Bank	\$ 1,555
LOGIC	1,446,846
Cash Account Money Market - DWS	1,363,028
Total Investment	\$ 2,811,429

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

In addition, the Caldwell, Comal and Hays Counties have provided funding for additional equipment and facilities costs not funded through the basic program. Those funds were held in collateralized bank and investment accounts which generated \$2,163 of interest income and were also not included in this report. At August 31, 2022, the carrying amount of facilities deposits was \$166,742 and the bank balance was \$168,560. Facilities investments at August 31, 2022 totaled \$141,513 using Level 1 inputs. Facilities funding is not required to be reported on the Combined Statement of Financial Position or the financial reports submitted to TDCJ-CJAD.

NOTE 3 – ONE-TIME/SUPPLEMENTAL PAYMENTS

During the year ended August 31, 2022, the Caldwell County CSCD received a one-time additional allocation in the Basic Supervision Program in the amount of \$75,695 and a one-time funding grant in the Basic Supervision Program in the amount of \$99,500 for IT enhancement.

NOTE 4 – DEOBLIGATIONS

The CSCD did not have any deobligated funds during the year ended August 31, 2022.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers during the year ended August 31, 2022, were as follows:

<u>Transferring Fund</u>	<u>Receiving Fund</u>	<u>Amount</u>	<u>Description/ Purpose</u>
Basic Supervision	DP - Substance Abuse and Aftercare Caseload	\$ 3,371	Insufficient DP Funding
Basic Supervision	DP - Pretrial Diversion	38,316	Insufficient DP Funding
		<u>\$ 41,687</u>	

NOTE 6 – PRIOR PERIOD ADJUSTMENT

During the year ended August 31, 2022, there were no prior period adjustments.

NOTE 7 – REFUNDS

During the year ended August 31, 2022, the Caldwell County CSCD issued a \$236,179 prior year refund for the Basic Supervision Program for the 2020/2021 biennium refund/carryover determination as calculated by TDCJ-CJAD. The amount is reported as a Prior Year Refund to CJAD which reduces the beginning fund balance in the Basic Supervision Program.

NOTE 8 – BUDGET VARIANCES

There were no expenditures in excess of budgeted appropriations in individual programs.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 9 – FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

Funds collected by Caldwell County Community Supervision and Corrections Department from sources other than TDCJ-CJAD which are required by TDCJ-CJAD to be reported on the financial reports are as shown below:

Source	Amount Received	Restrictions for Use	Expended In Accordance With Restriction
Community Supervision Fees	\$ 2,808,378	Texas Code of Criminal Procedure Article 42A.652 (a); FMM for TDCJ-CJAD Funding restrictions.	Yes
Payments by Program Participants:			
Pretrial Intervention Program Fees	254,739	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
UA Fees	78,990	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Drug Education Fees	50	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
DWI Intervention Fees	230	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Life Skill Education Fees	2,195	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
IOP Fees	18,814	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
MRT Fees	12,605	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Payments by Program Participants	367,623	Government Code, Section 76.015; Section 19, Article 42.12 Code of Criminal Procedures; Financial Management Manual for TDCJ-CJAD Funding restrictions.	Yes
Interest Income	26,198	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Other Revenue:			
HHS Restitution Fraud Collection Fees	2,455	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Auction Proceeds	1,737	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Other Revenue	\$ 4,192		

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 10 – COMMITMENTS AND CONTINGENCIES

The management of the Caldwell County Community Supervision and Corrections Department is not aware of any pending or threatened litigation that would result in any significant financial impact nor is management aware of any other commitments or contingencies which might significantly affect these financial statements.

NOTE 11 – SUBSEQUENT EVENTS

No events occurred subsequent to year end and through the date of this report that would require disclosure in this financial report.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Per CSCD		Differences*
	Actual	Quarterly Report	
REVENUE			
State Aid	\$ 1,209,491	\$ 1,384,686	\$ 175,195
One-Time/Supplemental Payment	175,195	-	(175,195)
Total State Aid Not Including SAFFP	<u>1,384,686</u>	<u>1,384,686</u>	<u>-</u>
State Aid: SAFFP	7,767	7,767	-
Community Supervision Fees	2,808,378	2,808,378	-
Payments by Program Participants	333,729	333,729	-
Interest Income	26,198	26,198	-
Other Revenue	4,192	4,192	-
TOTAL REVENUE	<u>4,564,950</u>	<u>4,564,950</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	3,402,810	3,402,810	-
Travel & Furnished Transportation	27,485	27,485	-
Contract Services for Offenders	33,591	33,591	-
Professional Fees	162,913	162,913	-
Supplies & Operating Expenses	83,848	83,848	-
Utilities	27,999	27,999	-
Equipment	41,093	41,093	-
TOTAL EXPENDITURES	<u>3,779,739</u>	<u>3,779,739</u>	<u>-</u>
EXCESS OF REVENUE OVER			
(UNDER) EXPENDITURES	<u>785,211</u>	<u>785,211</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer Out	(41,687)	(41,687)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(41,687)</u>	<u>(41,687)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	2,893,949	2,893,949	-
Prior Year Refund	(236,179)	(236,179)	-
Adjusted Beginning Fund Balance	<u>2,657,770</u>	<u>2,657,770</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 3,401,294</u>	<u>\$ 3,401,294</u>	<u>\$ -</u>

*One-Time/Supplemental Payments are not listed separately on the quarterly reports.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 579,950	\$ 579,950	\$ -
Payments by Program Participants	33,894	33,894	-
TOTAL REVENUE	613,844	613,844	-
EXPENDITURES			
Salaries & Fringe Benefits	488,075	488,075	-
Travel & Furnished Transportation	8,560	8,560	-
Contract Services for Offenders	4,110	4,110	-
Professional Fees	645	645	-
Supplies & Operating Expenses	22,037	22,037	-
TOTAL EXPENDITURES	523,427	523,427	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	90,417	90,417	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ 90,417	\$ 90,417	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2022

	Per CSCD		Differences
	Actual	Quarterly Report	
REVENUE			
State Aid	\$ 175,000	\$ 175,000	\$ -
TOTAL REVENUE	175,000	175,000	-
EXPENDITURES			
Salaries & Fringe Benefits	154,155	154,155	-
Travel & Furnished Transportation	29	29	-
Contracted Services for Offenders	1,175	1,175	-
Professional Fees	-	-	-
Supplies & Operating Expenses	1,800	1,800	-
TOTAL EXPENDITURES	157,159	157,159	-
EXCESS OF REVENUE OVER			
(UNDER) EXPENDITURES	17,841	17,841	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ 17,841	\$ 17,841	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE - SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 106,000	\$ 106,000	\$ -
TOTAL REVENUE	<u>106,000</u>	<u>106,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	89,450	89,450	-
Travel & Furnished Transportation	540	540	-
Contracted Services	1,050	1,050	-
Professional Fees	260	260	-
Supplies & Operating Expenses	3,033	3,033	-
TOTAL EXPENDITURES	<u>94,333</u>	<u>94,333</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	11,667	11,667	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 11,667</u>	<u>\$ 11,667</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 241,511	\$ 241,511	\$ -
TOTAL REVENUE	241,511	241,511	-
EXPENDITURES			
Salaries & Fringe Benefits	240,942	240,942	-
TOTAL EXPENDITURES	240,942	240,942	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	569	569	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	3,371	3,371	-
TOTAL OTHER FINANCING SOURCES (USES)	3,371	3,371	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ 3,940	\$ 3,940	\$ -

CALDWELL COUNTY
 COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
 SCHEDULE OF DIFFERENCES BETWEEN
 AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
 DIVERSION PROGRAM
 OUTPATIENT SUBSTANCE ABUSE PROGRAM
 FOR THE YEAR ENDED AUGUST 31, 2022

	Audit	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 303,412	\$ 303,412	\$ -
TOTAL REVENUE	303,412	303,412	-
EXPENDITURES			
Salaries & Fringe Benefits	256,618	256,618	-
Travel/Furnished Transportation	804	804	-
Professional Fees	1,622	1,622	-
TOTAL EXPENDITURES	259,044	259,044	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	44,368	44,368	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ 44,368	\$ 44,368	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 109,000	\$ 109,000	\$ -
TOTAL REVENUE	<u>109,000</u>	<u>109,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	81,788	81,788	-
Travel & Furnished Transportation	913	913	-
Professional Fees	413	413	-
Supplies & Operating Expenses	4,996	4,996	-
TOTAL EXPENDITURES	<u>88,110</u>	<u>88,110</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	20,890	20,890	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 20,890</u>	<u>\$ 20,890</u>	<u>\$ -</u>

CALDWELL COUNTY
 COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
 SCHEDULE OF DIFFERENCES BETWEEN
 AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
 DIVERSION PROGRAM
 PRETRIAL DIVERSION
 FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 82,559	\$ 82,559	\$ -
TOTAL REVENUE	82,559	82,559	-
EXPENDITURES			
Salaries & Fringe Benefits	114,467	114,467	-
TOTAL EXPENDITURES	114,467	114,467	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(31,908)	(31,908)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	38,316	38,316	-
TOTAL OTHER FINANCING SOURCES (USES)	38,316	38,316	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ 6,408	\$ 6,408	\$ -

CALDWELL COUNTY
 COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
 SCHEDULE OF DIFFERENCES BETWEEN
 AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
 TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM
 FOR THE YEAR ENDED AUGUST 31, 2022

	Per CSCD		Differences
	Actual	Quarterly Report	
REVENUE			
State Aid	\$ 167,000	\$ 167,000	\$ -
TOTAL REVENUE	<u>167,000</u>	<u>167,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,427	159,427	-
Travel & Furnished Transportation	468	468	-
Professional Fees	285	285	-
TOTAL EXPENDITURES	<u>160,180</u>	<u>160,180</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	6,820	6,820	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 6,820</u>	<u>\$ 6,820</u>	<u>\$ -</u>



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise Caldwell County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 6, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Caldwell County Community Supervision and Corrections Department's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Results on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Caldwell County Community Supervision and Corrections Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Governmental Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and Texas Department of Criminal Justice Audit Requirements in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Caldwell County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice-Community Justice Assistance Division and is not intended to be and should not be used by anyone other than those specified parties.

Respectfully submitted,



Armstrong, Vaughan & Associates, P.C.

February 6, 2023

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2022

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2021

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
 COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
 TDCJ-CJAD COMPLIANCE CHECKLIST
 FOR THE YEAR ENDED AUGUST 31, 2022

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-2)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 2)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 3-9)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 3, 5, 7, and 9 are answered NO. All sources identified in questions 4, 6, & 8-9 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

3. Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 4-5)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision. Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

4. Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

5. If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 6-7)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

6. In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

7. Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 8)

All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

8. Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Budget, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 9)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, not prior quarters of the current fiscal year. This amount does not include prior-year refunds.

9. If the CSCD had any prior period adjustments resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 10-12)

An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 10-12 are answered NO.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports

(Questions 10-12)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the funding recipient to report an accrual, as of August 31 on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31.

10. ___ Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds?
11. ___ Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
12. ___ Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is October 31, of the fiscal year audited.*

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 13-22)

An explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 13-14, or 22, are answered NO or 16-17, or 20-21 answered YES.

If any of the fees identified in questions 15, 18, and 19 were collected, they are required to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.

13. ___ Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws?
14. ___ Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 15-17)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

15. ___ Did the CSCD collect any **administrative fees of \$25-\$60 from offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)?

16. If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

17. If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (Question 18)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

18. Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fee (i.e., Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (Questions 19-22)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

19. Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

20. If collected, did any single **transaction administrative fee** exceed the allowable \$2?

21. If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

22. If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (Questions 23-26)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the

Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 23-26, 28, 32-33, and 34 are answered NO. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (Questions 23-26)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter 351, Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

- | | | | |
|-----|-------------------------------------|-----|---|
| 23. | <input checked="" type="checkbox"/> | ___ | Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited? |
| 24. | <input checked="" type="checkbox"/> | ___ | Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited? |
| 25. | <input checked="" type="checkbox"/> | ___ | Were all the CSCD's state aid and net funds' (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |
| 26. | <input checked="" type="checkbox"/> | ___ | Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (Questions 27-28)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

27. Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).
28. Was the **change fund** *only* used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (Questions 29-33)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

29. Did the CSCD maintain **petty cash** in the fiscal year audited?
30. Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
31. Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
32. Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
33. Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (Question 34)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct

accounting and disposition of the change fund or petty cash fund.

34. Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 35)

An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 35 is answered NO.

35. Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the funding recipient's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE AND OTHER MATTERS; Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 36-40)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 36-40 are answered YES.

36. Were there any instances of deficiencies in internal control noted by the auditor?
37. Were there any instances of non-compliance noted by the auditor?
38. Were there any instances of fraud noted by the auditor?
39. Were there any instances of waste noted by the auditor?
40. Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 41-42)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 41-42 are answered NO.

41. Do any action plans exist for significant findings from prior year audits?
42. If action plans exist from prior year audit findings, are they current?



DISCUSSION/ACTION ITEMS:

7. Discussion/Action regarding the burn ban.

Speaker: Judge Haden/ Hector Rangel;

Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

regarding the burn ban

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

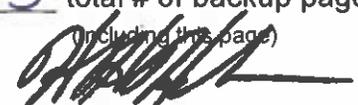
Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. 4/19/2023
Signature of Court Member


Date



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

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

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

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

1. Action Prohibited:
 - (a) A person violates this order if he/she burns a combustible material outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

2. Enforcement:
 - (a) Upon notification of suspected outdoor burning the fire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
 - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: **Violation of 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 25th day of April 2023.

Hoppy Haden, County Judge

ATTEST:

Teresa Rodriguez
County Clerk

8. Discussion/Action to consider the approval of a Proclamation for Air Quality Awareness Week for May 2023. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to consider the approval of a Proclamation for Air Quality Awareness Week for May 2023

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

4/14/2023
Date



**PROCLAMATION
AUTHORIZING RECOGNITION OF AIR QUALITY AWARENESS WEEK 2023**

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Caldwell County; and

WHEREAS, in 2022, the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) experienced its worst ozone season in over a decade, with more than thirty days when ozone levels were unhealthy for sensitive groups and two days unhealthy for all; and

WHEREAS, Air pollution levels in Central Texas were considered “moderate” or worse on forty-seven percent of days in 2022, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease and people with heart disease - which makes up about half of all residents in Central Texas - are particularly affected by poor air quality; and

WHEREAS, ground-level ozone (O₃) levels in the MSA remain close to exceeding the O₃ National Ambient Air Quality Standard (NAAQS) and revisions to the annual fine particulate matter (PM_{2.5}) NAAQS currently being considered by the U. S. Environmental Protection Agency (EPA) could place the MSA at greater risk of a nonattainment designation; and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region’s economy and ability to conduct transportation planning; and

WHEREAS, Caldwell County supports the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality; and

WHEREAS, the EPA has designated May 1 - 5, 2023, as National Air Quality Awareness Week.

NOW THEREFORE Caldwell County does hereby proclaim May 1 - 5, 2023 as

“Air Quality Awareness Week”

in Caldwell County and encourages our residents and employees to take action to Be Air Aware and educate themselves about local air quality by visiting CAPCOG’s Air Central Texas website at AirCentralTexas.org and promoting air quality and air quality awareness within our community.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

9. Discussion/Action to consider the approval of Order 06-2023, amending the Caldwell County Records Management Policy.
Speaker: Judge Haden; Backup: 4; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve Order 06-2023, amending the Caldwell County Records Management Policy.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
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(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

Date 4/19/2023



ORDER 06-2023

**ORDER AMENDING CALDWELL COUNTY'S
RECORD MANAGEMENT POLICY
FOR NON-ELECTED OFFICES**

WHEREAS, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the Caldwell County (the "County") desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; and

WHEREAS, the County adopted a Records Management Policy in its regular meeting on September 15, 2008; and

WHEREAS, the County now desires to amend and update its Records Management Policy to reflect a change in its Records Management Officer, as indicated in Attachment A to this Order.

NOW THEREFORE, BE IT ORDERED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the Records Management Policy adopted in the Court's regular meeting on September 15, 2008, is amended consistent with Attachment A, incorporated into this Order for all purposes;

ORDERED this the 25th day of April, 2023

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk



**CALDWELL COUNTY
RECORDS MANAGEMENT POLICY**

WHEREAS, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, **CALDWELL COUNTY** desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

NOW, THEREFORE:

SECTION 1. DEFINITION OF RECORDS OF THE CALDWELL COUNTY. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by **CALDWELL COUNTY** or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of **CALDWELL COUNTY** and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are declared to be the property of **CALDWELL COUNTY**. No official or employee of **CALDWELL COUNTY** has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is declared to be the policy of **CALDWELL COUNTY** to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the Caldwell County.

SECTION 4. RECORDS MANAGEMENT OFFICER. The **County Judge** will serve as Records Management Officer for **CALDWELL COUNTY** as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in **CALDWELL COUNTY**, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of **CALDWELL COUNTY** will be in accordance with these schedules and the Local Government Records Act.

Approved by Item A-11, R.M. 09-25-2008. Amended by Ord. 06-2023, Item 9, R.M. 04-25-2023.

10. Discussion ONLY regarding TCEQ
discharge permit no. WQ0016293001.
Speaker: Commissioner Theriot; Backup:
7; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion ONLY regarding TCEQ discharge permit no. WQ0016293001

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
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(1) Commissioner Theriot

(2) _____

(3) _____

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

4. Commissioner Theriot
Signature of Court Member

4/19/2023
Date

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

PROPOSED PERMIT NO. WQ0016293001

APPLICATION. Paloma Wastewater, LLC and MJD Endeavors, LLC, 412 South Adams Street, Suite 1214, Fredericksburg, Texas 78624, have applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016293001 (EPA I.D. No. TX0144126) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 200,000 gallons per day. The domestic wastewater treatment facility will be located 0.7 miles west of the intersection of County Road 221 and County Road 222, in Caldwell County, Texas 78644. The discharge route will be from the plant site via pipe to an unnamed swale, thence to Elm Creek, thence to Plum Creek. TCEQ received this application on February 13, 2023. The permit application will be available for viewing and copying at Dr. Eugene Clark Library, 217 South Main Street, Lockhart, Texas prior to the date this notice is published in the newspaper. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.
<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.72052,29.962302&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting

public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing.** A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box

13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Paloma Wastewater, LLC and MJD Endeavors, LLC at the address stated above or by calling Mr. Mike McMinimee, Project Engineer, JA Wastewater, at 720-413-6909.

Issuance Date: March 20, 2023

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA

PERMISO PROPUESTO NO. WQ0016293001

SOLICITUD. Paloma Wastewater, LLC and MJD Endeavors, LLC, 412 South Adams Street, Suite 1214, Fredericksburg, Texas 78624 ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para el propuesto Permiso No. WQ0016293001 (EPA I.D. No. TX 0144126) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 200,000 galones por día. La planta está ubicada The domestic wastewater treatment facility will be located 0.7 miles west of the intersection of County Road 221 and County Road 222 in Caldwell County, Texas. La ruta de descarga es del sitio de la planta a a través de tubería a un pantano sin nombre, de allí a Elm Creek, de allí a Plum Creek. La TCEQ recibió esta solicitud el February 13, 2023. La solicitud para el permiso estará disponible para leerla y copiarla en Dr. Eugene Clark Library, 217 South Main Street, Lockhart, Texas antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.72052,29.962302&level=18>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar **comentarios públicos o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos

esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la

Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Paloma Wastewater, LLC and MJD Endeavors, LLC, a la dirección indicada arriba o llamando a Mr. Mike McMinimee al 720-413-6909.

Fecha de emisión 20 de marzo de 2023

11. Discussion/Action to consider the County's contracts with local VFDs for rural fire protection and provide direction to County staff for follow-up. **Speaker: Commissioner Theriot; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider the County's contracts with local VFDs for rural fire protection, and provide direction to County staff for follow-up.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

Name	Representing	Title

(1) Commissioner Theriot

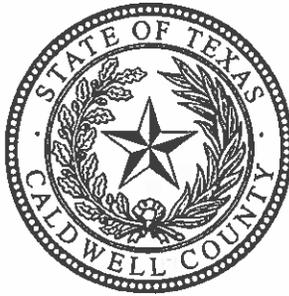
(2) _____

(3) _____

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

4. Commissioner Theriot
Signature of Court Member

4/19/2023
Date



RURAL FIRE PROTECTION SERVICE CONTRACT

This Rural Fire Protection Service Contract (hereinafter "Contract") is entered into this 1st Day of August 2016, by and between Caldwell County, Texas, a political subdivision of the State of Texas, (hereinafter the "County") and the incorporated Tri-Community Volunteer Fire Department (hereinafter "Fire Department") pursuant to the County's authority under Section 352.001 (c) of the Texas Local Government Code.

RECITALS

WHEREAS: The County desires to have the above-named incorporated volunteer Fire Department provide fire protection to an area of the county that is located outside any municipality of Caldwell County, Texas;

WHEREAS: The County has the authority to enter into this Contract pursuant to §352.001 (c) of the Texas Local Government Code;

WHEREAS: Pursuant to said authority the County has the authority to pay for fire protection services from the above-listed Fire Department with money from the general fund of the County.

WHEREAS: The above-listed Fire Department is willing to enter into this Contract and thereby provide fire protection services to the area more particularly described on Exhibit "A", which is attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto covenant, warrant, represent and agree as follows:

TERMS OF AGREEMENT

1. **RECITALS INCORPORATED.** The foregoing Recitals are incorporated herein by this reference as if they were fully set forth herein.

2. **REPRESENTATIONS AND WARRANTIES OF FIRE DEPARTMENT.** The above listed Fire Department warrants and represents to the County as follows:

(A) That the Fire Department is a legally formed incorporated volunteer fire department under the laws of the State of Texas.

(B) That the signatory for the Fire Department for this Contract, set forth below, has full power and authority to act on behalf of the Fire Department and to bind the Fire Department to this Contract.

(C) That the Fire Department has taken all reasonable and necessary steps to approve the execution of this Contract according to any bylaws, articles of incorporation, or other corporate governance documents and that the Fire Department has full authority to enter into this Contract according to the laws of the State of Texas.

(D) That the Fire Department participates in State Firefighters' and Fire Marshals' Association (SFFMA) Certification Programs, is National Incident Management System (NIMS) Compliant and is following the framework set forth by the Caldwell County Fire Chiefs' Association for personnel training and furnishes certificates for all identified training to the Caldwell County Emergency Management Office.

(E) That the Fire Department will furnish updated lists of membership as requested by the County.

(F) That the Fire Department will furnish its members with appropriate personal protective equipment (PPE) and monitor its proper use.

(G) That the Fire Department is in good standing with the Caldwell County Fire Chiefs' Association.

3. **SERVICE AREA.** The Fire Department agrees to provide fire protection and rescue services to the service area described on the attached Exhibit A throughout the term of this Contract so long as the compensation set forth in paragraph 5 below is tendered to the Fire Department on a monthly basis.

4. **EQUIPMENT, PERSONNEL AND NECESSARY SUPPLIES.** The Fire Department agrees to provide all of the necessary and essential equipment, personnel and supplies required to provide fire protection and rescue services in the area described in Exhibit A and further agrees that the County shall not be responsible for providing anything to the Fire Department other than the compensation set forth in paragraph 5 below.

5. **COMPENSATION OF FIRE DEPARTMENT.** a) The County agrees to pay the Fire Department One Thousand and no/100 hundredths Dollars (\$1000.00) per month for the services performed by the Fire Department pursuant to this Contract. In the event, that the Fire Department fails to provide the services set forth herein then the County shall not be obligated to pay the monthly amount set forth in this paragraph.

b) The County garage service shop will provide Two Hundred and no/100 hundredths Dollars (\$200.00) per month service for lighter trucks to named Fire Department as part of this agreement.

c) Exhibit B covers additional repair services done at no charge, but parts provided by Fire Departments through the County barn for heavy trucks.

6. **COMPLIANCE WITH APPLICABLE LAWS.** While performing the services set forth herein the Fire Department agrees to, at all times, comply with all applicable County, State and Federal statues, rules, and regulations.

7. **MUTUAL/AUTO AID AGREEMENTS.** The Fire Department agrees to enter into Mutual Aid Agreements, and Auto Aid agreements where created by the Chiefs Association, with all other fire departments in Caldwell County, Texas and provide assistance when requested to do so by the other fire departments in Caldwell County, Texas.

8. **FINANCIAL REPORTING.** On or before June 1 of each calendar year the Fire Department agrees to provide to the Caldwell County Judge's office: (1) evidence an Internal Revenue Service Form 990 (any format) has been filed (for the previous calendar year); or (2) monthly treasurer reports with savings account information with accompanying monthly bank statements. Failure to provide the financial reporting information will result in the County withholding monthly payments until such information is received. In the event the Fire Department fails to provide the financial reporting information, the Caldwell County Commissioners Court may terminate this Contract by giving thirty (30) days' written notice.

9. **INSURANCE REQUIREMENTS.** The Fire Department will be solely responsible for carrying adequate insurance on all fire fighting equipment.

10. **TERM.** The term of this Contract shall be for a period of one (1) year from the date of the last signature on this Contract and will automatically renew on an annual basis unless otherwise terminated. Provided, however, either party to this Contract shall have the right to terminate this Contract by providing written notice ninety (90) days prior to the termination date by sending the notice by certified mail to the other party at the addresses listed below:

FOR CALDWELL COUNTY TO:

Ken Schawe, County Judge
Caldwell County Courthouse, Room 201
110 South Main Street
Lockhart, TX 78648

FOR THE FIRE DEPARTMENT TO:

Tri-Community Volunteer Fire Department
Jesse Silva, President
PO Box 305
Fentress, TX 78622

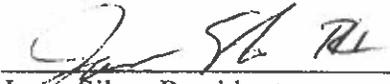
Any party to this Contract may provide a change of address by written notice of the address change to the party's address listed above.

11. **INDEMNIFICATION AND HOLD HARMLESS.** The Fire Department agrees to hold the County harmless from any and all claims, demands, rights of actions, causes of action or suits, known and unknown, liquidated and unliquidated, contingent or otherwise originating out of, resulting from, or that may result in the future, for any injuries to any person or property from the fire protection and rescue activities of the Fire Department.

12. **WORKMAN'S COMPENSATION INSURANCE.** The County agrees to provide workman's compensation insurance for all active volunteer fireman 18 years of age or older.

13. **NO JOINT ENTERPRISE OR PARTNERSHIP.** The parties agree that execution of this Contract does not create a partnership or joint venture agreement. Additionally, the undersigned Volunteer Fire Department agrees that in the performance of any duty herein specified they are not acting as an agent for or on behalf of the County.

FIRE DEPARTMENT



Jesse Silva, President
Tri-Community Volunteer Fire Department

8-5-16
Date



CALDWELL COUNTY



Ken Schawe, County Judge
Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644

9.13.16

Date

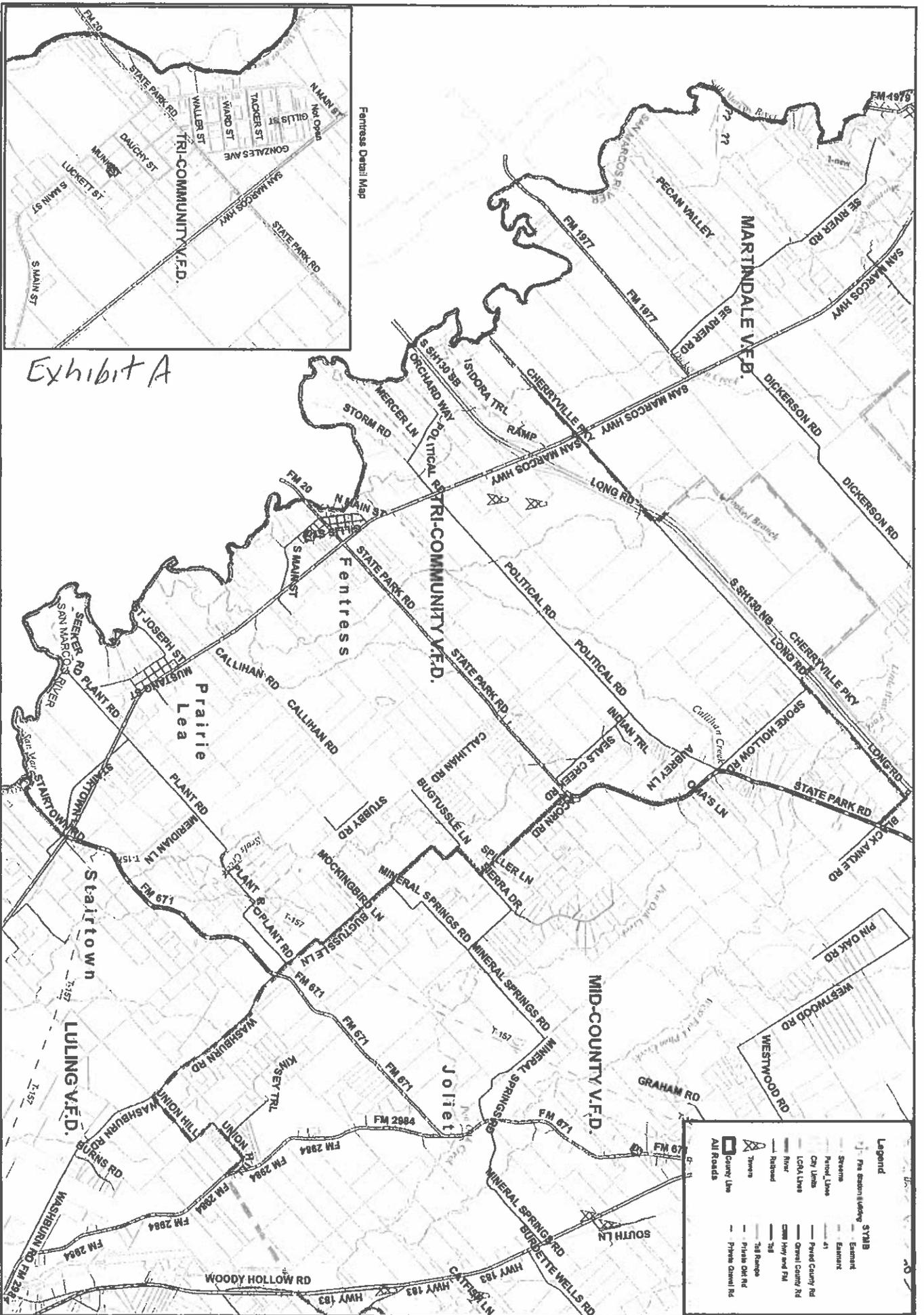


Exhibit A

Fentress Detail Map

Tri-Community Fire District

27.87 Square Miles



This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied in any case for any purpose. Additionally, neither this document nor any other document provided by the Caldwell County Appraisal District purports to authorize entry onto privately owned property.

Legend

	Fire Station/Utility
	Stream
	Private/Lease
	City Limits
	Road
	Range
	Township
	Private Oak Rd
	Private Green Rd
	All Roads

EXHIBIT B

CALDWELL COUNTY RURAL PROTECTION SERVICE CONTRACT

The following are examples are given in an attempt to clarify the types of vehicle repairs available and not available to the Fire Departments through the County as stated in Section 5 C of the CALDWELL COUNTY RURAL PROTECTION SERVICE CONTRACT:

Work Available	Not Available
Brakes	Clutches
Tune-Ups	Transmissions
Carburetors	Tank Repairs
Lights and Wiring of Lights	Body and Frame Work
Starters	State Inspection
Water Pumps	Welding
Alternators	Motor Overhaul or Swap

It should be noted any repair work is done on "as time permits" basis. That means other work may take precedents and Fire Department vehicles will be repaired at the first opportunity.

12. Discussion/Action to consider the approval of the amended final draft and solicitation of qualifications for RFQ 22CCP01Q Engineering Services Pool. **Speaker: Judge Haden/ Carolyn Caro; Backup: 56; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Request to approve amended final draft and solicitation of qualifications for RFQ 22CCP01Q Engineering Services Pool.

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? N/A

Is a Budget Amendment being proposed? N/A

2. **Agenda Speakers:**

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

3. Backup Materials: None To Be Distributed 56 total # of backup pages
(including this page)

4. 
Signature of Court Member

04/17/2023
Date



SOLICITATION, OFFER AND AWARD

Caldwell County
Purchasing Office
631 S Colorado St
Lockhart, TX 78644

Solicitation No.: RFQ22CCP01Q
Engineering Services Pool

Date Issued: April 25, 2023

SOLICITATION

Respondents must submit proposals as listed: one (1) original copy at the Caldwell County Purchasing Office at the address shown above until:

2:00 p.m. local time May 23, 2023.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
carolyn.caro@co.caldwell.tx.us

Questions concerning this RFP must be received in writing no later than 5:00 on May 16, 2023.

Phone No.: (512) 644-1502

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
Issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.	_____	_____
	Caldwell County Judge	Date
	_____	_____
	Caldwell County Clerk	Date

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Attachment A: DBE Commitment Agreement

Attachment B: FHWA 1273-2

I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Debarment & Licensing Certification signed and notarized
- ___ 10. Vendor/Bidder's Affirmation completed and signed
- ___ 11. Federal Affirmations and Solicitation Acceptance
- ___ 12. FHWA 1273 Certification
- ___ 13. Related Party Disclosure Form
- ___ 15. DBE Commitment Agreement
- ___ 16. Any addenda applicable to this solicitation
- ___ 18. One original of the proposal in a sealed envelope with the Solicitation

Number and Vendor's Name on the outermost envelope, addressed to:

Caldwell County Purchasing
631 S Colorado St
Lockhart, TX 78644

II. Summary

- 1. Type of Solicitation:** Request for Qualifications
- 2. Solicitation Number:** RFQ 22CCP01Q Engineering Services Pool
- 3. Issuing Office:** Caldwell County
Purchasing Office
631 S Colorado St
Lockhart, TX 78644
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name.
- 5. Deadline for Responses:** May 23, 2023; 2:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** June 13, 2023: Pool Approval On-Call contracts with work authorization as needed.
- 7. Optional Contract Terms:** 6-month Company Profile update required.
- 8. Designated Contact:** Caldwell County Purchasing Agent
Carolyn Caro
carolyn.caro@co.caldwell.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 16, 2023, 5:00 p.m. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an email response, and posted to the Caldwell County website for the benefit of all potential respondents after the question deadline. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the Caldwell County website. All potential or actual respondents are responsible for monitoring the website for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents shall not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda:** Any interpretations, corrections, or changes to the RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Caldwell County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with qualifying submissions.

11. Contact with County Staff (Anti lobbying Requirement):

Upon issuance of this solicitation, employees and representative of Caldwell County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

April 25, 2023	Issuance of RFQ
May 16, 2023	Deadline for Submission of Questions (5:00 PM CT)
May 23, 2023	Deadline for Submission of Bids (2:00 PM CT) Late bids will not be accepted.
June 13, 2023	Award of Proposals

III. Specifications

A. Introduction

Caldwell County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of engineering firms from which to choose to provide engineering design, review, coordination, administration, consultation, and general engineering expertise on an as-needed basis. As individual projects requiring engineering expertise are developed, Caldwell County Department Directors or Elected Officials, or the Commissioners Court, will generally choose from this pool of pre-qualified engineering firms, absent additional considerations that necessitate an additional, project-specific RFQ. A firm chosen from this pool will then negotiate a professional services agreement with Caldwell County to perform the required duties, which must be accepted and approved via Commissioners Court.

Engineering services could include federally-funded, state-funded and locally-funded projects.

The County intends to use this RFQ process to assist the County in efficiently selecting qualified professionals. Any entity may submit a response to this RFQ provided it is qualified to perform the scope of services described herein.

The County will select entities who demonstrate, through their response to the RFQ, an ability to provide required services. The County will review the submitted qualifications, evaluate all submissions, and ultimately determine a final pool of the most competent and qualified applicants. From this final "pre-qualification" pool, the County may select firms to negotiate with for specific upcoming projects. However, the County reserves the right, at its discretion, to contract with a firm not included on the final "pre-qualification" pool if circumstances warrant.

Be advised, the creation of a final "pre-qualification" pool shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This pool is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

During the evaluation process, the County reserves the right to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the County's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

All portions of each proposal shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

B. Scope of Work

This "Request for Qualifications" is to create a pool for on-call general professional engineering expertise performed or supervised by a registered professional engineer in the State of Texas including but not limited to mechanical, structural, electrical, geotechnical, architectural, environmental, and general civil engineering services.

Consultants should specify which services they can provide; the objective is to clarify all service options and associated personnel. The general engineering and technical areas of service required by the County may include, but is not limited to:

- Design
- Plan review
- Land surveys and reviews
- Subdivision plan review
- Hydraulic design and design review
- Flood plain determinations
- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD
- Utility Services and rates analysis
- Construction plans and specifications
- Acquisition of property
- Public Involvement Services
- Intersection Design
- Estimating
- Construction Support

All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. Engineering services may be short duration and fast-paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete work within time limits established by the County.

Any firm that is deemed unresponsive (*e.g.*, did not submit form and required information) or is unable to perform the duties laid out in the scope of work will be removed from the Engineering Services Pool.

C. Qualification Requirements

REFERENCES: Caldwell County requires Respondents to supply the County with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include the name of company, address, telephone number, and name of a representative.

RESPONSIBILITY: Respondent must affirmatively demonstrate their responsibility. A respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required;
- Have a satisfactory record of performance; and
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended; nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (*e.g.*, are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record May 19, 2023.

D. Submittal Requirements

Vendor must deliver their proposals to the Caldwell County Purchasing Department by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by Vendor with original signatures
- All items must be in a sealed envelope marked with the Solicitation Number and Vendor Name on the outermost envelope

Proposal should include, but is not limited to:

- General description of capabilities

- Resumes of principle personnel;
- Professional Certification; and
- Organizational Chart containing the names, addresses, telephone numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category.

Proposal shall not exceed ten (10) pages in length, but not including:

- Letter of Transmittal
- Title Page
- Table of Contents
- Appendix materials
- Front and rear covers

Sheet size is limited to 8½" x 11" sheets only, using 12-point font.

Appendix materials (related project graphics, resumes, etc.) are not included in the 10-page limit but should be conservative in their inclusion. The organizational chart is included in the 10-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Caldwell County Purchasing Office upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Caldwell County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Caldwell County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Caldwell County Purchasing Agent. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Caldwell County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include the name of the company, address, telephone number, and name of a representative.

E. State of Texas federally approved DBE program

Caldwell County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Caldwell County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Caldwell County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Caldwell County.

F. Small, Minority, and Women Business Enterprises, and Labor Surplus Area Firms

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

G. Statement of Qualification Evaluation

The County will review and evaluate the Statement of Qualification (SOQ) submissions to determine whether, on the basis of demonstrated competence and qualifications, Respondents are capable of providing the required professional services. Respondents will receive a determination of "Pass" or "Fail". Only respondents who receive a "Pass" determination will be selected for inclusion on the pre-qualified list.

It is the practice of Caldwell County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Caldwell does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Caldwell County is an Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency;
- Special needs and requirements of Caldwell County;
- Vendors past performance record with Caldwell County;
- Caldwell County's evaluation of vendor's ability; and
- Vendor's references

RESPONSIBILITY: A respondent must affirmatively demonstrate respondent's responsibility. A respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required;
- Be able to comply with required or proposed delivery schedule;
- Have a satisfactory record of performance; and
- Be otherwise qualified and eligible to receive an award;

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications.

H. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Caldwell County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. **SUBMITTER REVIEW OF RFQ.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;
- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Caldwell County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Elements of a Contract

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Caldwell County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
 - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7. MISCELLANEOUS.

- a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.
- b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
- c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
- d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.

8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
- b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of a contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with a contract.
- c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
- d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Caldwell County, Texas and venue for any dispute regarding contract shall be in Caldwell County, Texas.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

I. General Terms and Conditions for Solicitations Applicable To: Request for Qualifications (RFQ)

1. GENERAL DEFINITIONS:

- a. "Commissioners Court" means Caldwell County Commissioners Court.
- b. "Contract" means the contract awarded pursuant to the RFQ and negotiated cost proposal.
- c. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- d. "County" means Caldwell County, Texas, a political subdivision of the State of Texas.
- e. "County Building" means any County owned buildings and does not include buildings leased by County.
- f. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- g. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- h. "Purchasing Agent" means the Caldwell County Purchasing Agent.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on Contracts will be provided through the County budget approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds, and enters into contracts only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in a Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for a Contract for the following fiscal year of County, County may terminate a Contract after giving Contractor thirty (30) calendar days written notice that a Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by the Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Accounts Payable
PO Box 98
Lockhart, Texas 78644
- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services

and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

- e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under the contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under a contract, if any, shall be made Free on Board to final destination, at the address shown in the contract or as indicated on each Purchase Order placed against the contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at destination.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to a contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by a contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in the contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.
12. CHANGES:
 - a. A Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF A CONTRACT

OR OTHERWISE AMEND A CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

- b. Contractor shall submit all requests for changes to a Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of the contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of the Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure DBEs maximum opportunity to be subcontractors under a Contract. Contractor must obtain County approval of all proposed DBE subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of a Contract and may result in termination of the Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to a Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of a Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to the Contract if the assignment or transfer is made in compliance with the provisions of the Contract.
- c. Contractor remains responsible for the performance of the Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Agent acts as the County representative in the issuance and administration of a contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in the contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under a Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to the Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of a Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under a Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in a Contract shall not preclude the exercise of any other right or remedy under the Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR CAUSE: Failure by either County or Contractor to perform any provisions of a Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall

constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of the Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by the Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under the Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate any Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with the Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under any Contract.

22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. **CLEAN AIR – CLEAN WATER:** The Contractor under any contract/subcontract agrees as follows:
- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of the contract by the Contracting Local Organization.
 - b. That no portion of the work required by a contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.
25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
 - c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts

which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of a Contract. County may terminate any Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of the contract. If the Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit any Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate a Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of a Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. **FORFEITURE OF CONTRACT:**
 - a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
 - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
 - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.
31. **CONTRACTOR CLAIMS NOTIFICATION:**
 - a. If any claim, or other action, that relates to Contractor's performance under a Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;

- iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Caldwell County Purchasing Agent. Failure to do so may result in terminating the Contract for default.

33. **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under the Contract. It is the expressed intention of the Parties to the Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

34. **CONSTRUCTION OF CONTRACT:**

- a. A Contract is governed by the laws of the United States of America and the State of Texas and all obligations under the Contract are performable in Caldwell County, Texas. Venue for any dispute arising out of the Contract will lie in the appropriate court of Caldwell County, Texas.
- b. If any portion of a Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of any Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing the Contract.
- d. When any period of time is stated in a Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Caldwell County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in a Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in a Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to a Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. **ADDITIONAL GENERAL PROVISIONS:**

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to a Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

- d. Despite anything to the contrary in a Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under the Contract equal to the amount Contractor is delinquent in property tax payments to the Caldwell County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend a contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and the contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. Any contract shall be governed by the laws of Texas and all obligations are performable in Caldwell County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in a contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing the contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to any contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of a contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under a contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause

within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

38. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Caldwell County substantiating the changes to the bid prices. Any price changes must be approved by Caldwell County.

39. **INSURANCE AND LIABILITY:** During the period of any contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Caldwell County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

II. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

III. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Caldwell County purchases, a vendor or other person who is awarded a contract or purchase approved by Caldwell County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Caldwell County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-644-1502.

IV. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

V. CODE OF ETHICS FOR CALDWELL COUNTY

Public employment is a public trust. It is the policy of Caldwell County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Caldwell County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Caldwell County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Caldwell County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Caldwell County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Caldwell County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Caldwell County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Caldwell County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

VI. Caldwell County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Caldwell County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Caldwell County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Caldwell County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Caldwell County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL).

4. Caldwell County will encourage HUBs to participate in all facets of the procurement process.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms.
6. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Caldwell County HUB Practices:

Signature

Date

VII. Caldwell County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

VIII. Caldwell County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Caldwell County in Lockhart, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

IX. Debarment and Licensing Certification

STATE OF TEXAS §
COUNTY OF Caldwell §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20___, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

X. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that

Vendor/Bidder:

_____ Does not own taxable property in Caldwell County, or;

_____ Does not owe any ad valorem taxes to Caldwell County or is not otherwise indebted to Caldwell County

Name of Contracting Company

If taxable property is owned in Caldwell County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XI. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drugabuse;
- f The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. **Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in

Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____

Telephone: _

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XII. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____

Telephone: _

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XIII. Related Party Disclosure Form



Caldwell County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Caldwell County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Caldwell County employee (including elected or appointed official) (Complete Section A)
- Former Caldwell County employee who has been separated from the County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

<u>Section A: Current Caldwell County Employee</u>		
Employee Name	Title	
<u>Section B: Former Caldwell County Employee</u>		
Employee Name	Title	Date of Separation from County
<u>Section C: Person Related to Current or Former Caldwell County Employee</u>		
Caldwell Employee/Former Caldwell Employee Name	Title	
Name of Person Related	Title	Relationship
<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:		

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Caldwell County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share-hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry, and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. 2 CFR 180.335..

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901
TxDOT 06/08
Caldwell 04/23
Page 1 of 1

**This commitment is subject to the award and receipt of a signed contract from
Caldwell County for the subject project.**

Project #:		County:		Contract-CSJ:	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
Total					
<p>The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.</p>					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor:			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		
DBE:			Name/Title (please print):		
Vendor No.:			Signature:		
Address:					
Phone:	Fax:		Date:		
E-mail:					
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		

Caldwell County maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.



13. Discussion/Action to consider the approval to pay invoices to SWAGIT in the amount of \$3,915.00. **Speaker: Judge Haden; Backup: 7; Cost: \$3,915.00**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04.25.23

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to pay invoices to SWAGIT in the amount of \$3,915.00

1. Costs:

Actual Cost or **Estimated Cost** \$ 3,915.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

4/19/2023
Date

CALDWELL COUNTY

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

PURCHASE ORDER

PO Number: REQ01931

Date: 10/03/2022

Requisition #: REQ01931

Vendor #: SWAGIT

ISSUED TO: SWAGIT PRODUCTIONS, LLC
P.O. BOX 251002
PLANO, TX 75025-1002

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

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	SWAGIT Blanket PO FY 22-23	001-6510-4110		0.00	9,400.00

Authorized by: Carolyn M. Caro

SUBTOTAL:	9,400.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	9,400.00

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.
10. The County is exempt from all federal excise and state tax - ID# 74-6001631

Swagit Productions, LLC



P.O. Box 251002
Plano, TX 75025-1002
Fax # 214-750-9513
accounting@rocksolid.com

*Make Checks Payable To Swagit Productions, LLC

Bill To
Caldwell County, TX Attn: Ken Schawe, County Judge 110 South Main Street Lockhart TX 78644

Invoice #	SW-001429SI
Sales Representative	Natascha Ross
Phone #	214-432-5905
Date	12/31/2022
Client Contact	Mark Hinnenkamp
P.O. No.	
Swagit Account #	

Invoice

Description	Qty	Rate	Amount
EASE™ 25 Managed Service SaaS	1	\$575.00	\$575.00
CaptionLive Basic - Automated Transcription Service in English with text NO cleanup, per hour (captioning appliance (s) required)	1	\$208.00	\$208.00
Subtotal			USD 783.00

--

Payments/Credits	USD 0.00
Balance Due	USD 783.00

Swagit Productions, LLC



P.O. Box 251002
Plano, TX 75025-1002
Fax # 214-750-9513
accounting@rocksolid.com

*Make Checks Payable To Swagit Productions, LLC

Bill To
Caldwell County, TX Attn: Ken Schawe, County Judge 110 South Main Street Lockhart TX 78644

Invoice #	SW-002018SI
Sales Representative	Natascha Ross
Phone #	214-432-5905
Date	03/01/2023
Client Contact	Mark Hinnenkamp
P.O. No.	
Swagit Account #	

Invoice

Description	Qty	Rate	Amount
EASE™ 25 Managed Service SaaS	1	\$575.00	\$575.00
CaptionLive Basic - Automated Transcription Service in English with text NO cleanup, per hour (captioning appliance (s) required)	1	\$208.00	\$208.00
Subtotal			USD 783.00

--

Payments/Credits	USD 0.00
Balance Due	USD 783.00

Swagit Productions, LLC



P.O. Box 251002
Plano, TX 75025-1002
Fax # 214-750-9513
accounting@rocksolid.com

*Make Checks Payable To Swagit Productions, LLC

Bill To
Caldwell County, TX Attn: Ken Schawe, County Judge 110 South Main Street Lockhart TX 78644

Invoice #	SW-001681SI
Sales Representative	Natascha Ross
Phone #	214-432-5905
Date	01/31/2023
Client Contact	Mark Hinnenkamp
P.O. No.	
Swagit Account #	

Invoice

Description	Qty	Rate	Amount
EASE™ 25 Managed Service SaaS	1	\$575.00	\$575.00
CaptionLive Basic - Automated Transcription Service in English with text NO cleanup, per hour (captioning appliance (s) required)	1	\$208.00	\$208.00
Subtotal			USD 783.00



Payments/Credits	USD 0.00
Balance Due	USD 783.00

Swagit Productions, LLC

P.O. Box 251002
Plano, TX 75025-1002
Fax # 214-750-9513
accounting@rocksolid.com



*Make Checks Payable To Swagit Productions, LLC

Bill To
Caldwell County, TX Attn: Ken Schawe, County Judge 110 South Main Street Lockhart TX 78644

Invoice #	SW-001898SI
Sales Representative	Natascha Ross
Phone #	214-432-5905
Date	02/28/2023
Client Contact	Mark Hinnenkamp
P.O. No.	
Swagit Account #	

Invoice

Description	Qty	Rate	Amount
EASE™ 25 Managed Service SaaS	1	\$575.00	\$575.00
CaptionLive Basic - Automated Transcription Service in English with text NO cleanup, per hour (captioning appliance (s) required)	1	\$208.00	\$208.00
Subtotal			USD 783.00



Payments/Credits	USD 0.00
Balance Due	USD 783.00

14. Discussion/Action to ratify a donation agreement between the County and Gloria Matejowsky for the donation of an easement along Holtz Rd/ CR224. **Speaker: Judge Haden; Backup: 11; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 4.25.2023

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to ratify a donation agreement between the County and Gloria Matejowsky,
for the donation of an easement along Holtz Rd/ CR224.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Commissioner Theriot		
(2)			
(3)			

3. Backup Materials: None To Be Distributed 11 total # of backup pages
(including this page)

4. Commissioner Theriot
Signature of Court Member

4/18/2023
Date

January 9, 2023

Gloria Matejowsky
3614 Montrose Boulevard
Houston, Texas 77006

Dear Gloria,

I hope the holidays have treated you and your family well.

Thank you for your generosity in agreeing to donate an easement to Caldwell County for the reconstruction of Holz Road (CR 224) bridge. Since speaking with you, the County has move forward with surveying the property and drafting the necessary documents so that the easement dedication can be easily completed, and construction begin as quickly as the Texas Department of Transportation allows.

Included with this letter are the following documents: a donation agreement; a proposed letter expressing your intent to dedicate the easement to Caldwell County; the easement; and two exhibits describing your property by metes and bounds, and by survey plat.

Please return all the documents by mail at your earliest convenience, and ensure that the documents are originals and have your signature where indicated. While emailing or faxing would be more convenient, Texas law requires that transfers of real property interests (such as easements) must contain original signatures. For your convenience, we have included return postage.

I would like to again thank you for your donation, which will allow Caldwell County to undergo road and bridge repair without spending local taxpayer funds. As I mentioned in my previous letter, the Texas Department of Transportation's offer to repair Holz bridge using off-system State bridge funds is unusual and unexpected. Your donation allows the County to take advantage of this funding and construction grant for infrastructure repair that we would otherwise be unable to afford without increasing local taxes.

Thank you for your time and please call me at (512) 618-2865 if you have any questions or need additional information.

Sincerely,



Ed Theriot
Caldwell County Commissioner, Precinct Three

**AGREEMENT CONCERNING THE DONATION
OF
AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC ROADWAY**

THE STATE OF TEXAS

§

COUNTY OF CALDWELL

§

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, this Agreement is made between Caldwell County, a political subdivision of the State of Texas, hereinafter called the "County", and Gloria Matejowsky, hereinafter called the "Donor";

WHEREAS, for the public benefit, the Donor desires to donate and dedicate an easement for more particularly described in Exhibit "1", attached hereto and incorporated herein for all purposes (the "Easement") to the County;

WHEREAS, acceptance of the Easement dedication will further the County's ability to construct, maintain, and repair public roadways within the County;

WHEREAS, although the Donor may be subject to County regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the County, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the County in the performance of its duties;

NOW, THEREFORE, in consideration of the agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**Article I
Donation and Use of the Easement**

- 1.01. The Donor has executed an easement deed, a copy of which is attached hereto as Exhibit "2", conveying the Easement to the County.
- 1.02. For the purposes of reflecting the value of the donation, Donor may order and secure an appraisal of the Easement. However, Donor hereby releases the County from any obligation to appraise the Easement for the purposes of having Donor receive compensation for the County's acquisition of the Easement.
- 1.03. The Donor, being fully informed of its right to receive just compensation for the Easement, agrees to release the County from obtaining an appraisal of the acquired property and hereby agrees to donate and dedicate the Easement more particularly described in Exhibit "1", attached hereto and incorporated herein for all purposes, to the County. The County certifies that its acceptance of the Easement will further the County's ability to meet its responsibilities. If the Donor independently secures an appraisal, and if requested to do so, the County will authorize execution of an IRS Form 8283 that fairly reflects the value of the Easement at or about the time of its donation and dedication to the County.
- 1.04. The County, without cost to the Donor, will pay the cost of recording all instruments conveying title to the County.
- 1.05. Acceptance of the donation and dedication herein described does not bind the County to a course of action or promise of performance other than the promises contained within this Agreement.

**Article II.
Representations and Warranties**

- 2.01. The Donor represents and warrants that it has the ownership interest being conveyed in the attached deed.
- 2.02. The County's warrants that its governing body have authorized the signatory official to enter into this Agreement.
- 2.02. The County does not approve and is not responsible for any representations made by the Donor for tax purposes.

**Article III
Miscellaneous**

Section 5.01. This Agreement, including any exhibits hereto, contains the entire agreement between the Parties. No other promises, consideration, or conditions have been signified or implied.

Section 5.02. Any notice, statement, or communication required or permitted to be delivered hereunder shall be in writing and must be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and will be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

Donor: Gloria Matejowsky
3614 Montrose Boulevard
Houston, Texas 77006

The County: Caldwell County
Attn: Caldwell County Judge
Caldwell County Courthouse
110 Main Street, Room 101
Lockhart, Texas 78644

With a courtesy copy to: Caldwell County Criminal District Attorney's Office
Attn: Civil Attorney
Caldwell County Justice Center
1703 S. Colorado Street, Box 5
Lockhart, Texas 78644

Section 5.03. This Agreement is made and will be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in the district courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

Section 5.08. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, in that event, it is the intention of the County and Foundation that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each

clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 5.04. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

This Agreement between Caldwell County and Contractor is hereby executed in duplicate originals, to be effective as of the date of the latest signature below.

CALDWELL COUNTY, TEXAS:

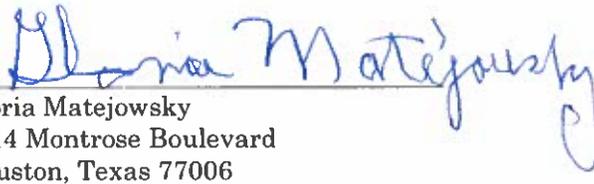
By: 

Judge Hoppy Haden
Caldwell County Judge

Date: 4/17/23

Attest: _____
Teresa Rodriguez
Caldwell County Clerk

DONOR:

By: 

Gloria Matejowsky
3614 Montrose Boulevard
Houston, Texas 77006

Date: 4-14-23

"Exhibit '1'"

**EASEMENT
FOR
CONSTRUCTION AND MAINTENANCE OF A PUBLIC ROADWAY**

THE STATE OF TEXAS

§
§
§

COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

Gloria Matejowsky, hereinafter referred to as "Grantor", for the public benefit hereby dedicates, gives, grants, and conveys unto the County of Caldwell, Texas, hereinafter referred to as "Grantee", its successors, assigns, and legal representatives, an exclusive and perpetual easement for construction and maintenance purposes, described by metes and bounds in **Exhibit 'A'** attached hereto, and described by survey plat in **Exhibit 'B'** attached hereto, Exhibits being incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, install, maintain, and repair a public roadway, and materials for slope and lateral support of the public roadway, along, across, over, and under said easement, including but not limited to the accessing, constructing, repairing, maintaining, improving, relocating, removing, excavating, filling, grading, altering, placing concrete rip rap, operating thereon all necessary machinery and equipment, trimming and removing trees, brush, shrubbery, or weeds, and removing improvements which may encroach upon, burden or interfere with the easement herein granted. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee.

The easement and the rights and privileges herein granted shall be perpetual and exclusive, subject to any and all agreements and easements previously conveyed, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the Caldwell County Real Property Records. Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting within the area of the easement herein granted. This instrument shall be binding upon the successors, assigns, legal representatives, executives, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above-described easement unto the said Grantee, its successors, assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof,

when the claim is by, through, or under Grantor but not otherwise.
G. Matejowsky

EXECUTED this the 14 day of April, 2023

GRANTOR: Gloria Matejowsky

GRANTEE: COUNTY OF CALDWELL

Gloria Matejowsky
Gloria Matejowsky
Owner

Hoppy Haden
Hoppy Haden
Caldwell County Judge

3614 Montrose Boulevard
Houston, Texas 77006

10 S. Main Street, Room 101
Lockhart, Texas 78644

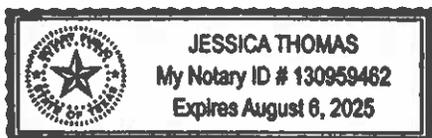
Attachments: **Exhibit 'A'** – Easement for Construction Purposes, Metes and Bounds
Exhibit 'B' – Easement for Construction Purposes, Survey Plat

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared Gloria Matejowsky, proved to me through Drivers License, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 2023.

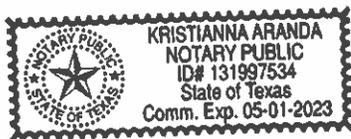


Jessica Thomas
Printed Name: Jessica Thomas
Notary Public in and for the State of Texas
My Commission Expires: August 6, 2025

THE STATE OF TEXAS §
§
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared Hoppy Haden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the County Judge of Caldwell County, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 2023.



Kristianna Aranda
Printed Name: Kristianna Aranda
Notary Public in and for the State of Texas
My Commission Expires: May 1, 2023

Commissioners Court
Caldwell County
110 S. Main Street
Room 101
Lockhart, Texas 78644

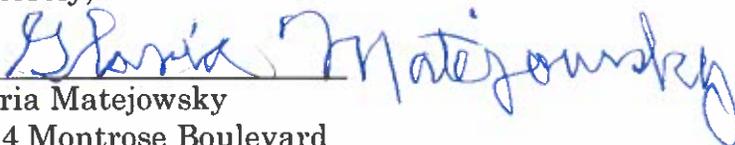
RE: Easement along Holz Road for construction, maintenance, and repair of a public roadway and materials for slope and lateral support of said roadway

Dear Judge Haden and the Caldwell County Commissioners:

This letter is to confirm and acknowledge that I have been informed of my entitlement to market value for the approximately 0.11 acres of easement rights dominant to my property along Holz Road, as allowed by federal and state law. It is my desire to waive my right to just compensation as well as the right to appraisal, and choose to dedicate this easement so that the public may benefit from construction, maintenance, and repair of a public roadway and materials for slope and lateral support of said roadway.

Therefore, I would like to dedicate to Caldwell County an easement of needed right-of-way as evidenced in my executed donation agreement with the County—attached and incorporated by reference to this letter as Exhibit “1”.

Sincerely,



Gloria Matejowsky
3614 Montrose Boulevard
Houston, Texas 77006

Date: 4-14-23



DOUCET

Holz Road Easements
Caldwell County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

"Exhibit A"

D&A Job No. 1911-100

December 16, 2022

METES & BOUNDS DESCRIPTION FOR

Part 1 - 0.0606-Acre Easement and

Part 2 - 0.0513-Acre Easement

PART 1:

BEING A 0.0606-ACRE [2,642 SQUARE FEET] EASEMENT OUT OF THE JOHN V. MORTON SURVEY, ABSTRACT NUMBER 196, CALDWELL COUNTY, TEXAS, SAID EASEMENT BEING A PORTION LOT NUMBER 108 OF THE C.M. ROGERS SUBDIVISION OF THE JOHN V. MORTON SURVEY, DESCRIBED AS FIRST TRACT IN VOLUME 207, PAGE 179 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS [D.R.C.C.T.], CONVEYED TO GLORIA HOPPE MATEJOWSKY, AS RECORDED IN VOLUME 311, PAGE 444 [D.R.C.C.T.], SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the west line of said Lot 108, same being in the existing east right-of-way line of County Road 244 (Holz Road) a variable width right-of-way, no record information found, and for the northwest corner of the easement described herein, from which a 6-inch cedar fence post found for the northwest corner of said Lot 108, same being the southwest corner of Lot Number 106 of said C.M. Rogers Subdivision, a called 83-acre tract, recorded in said Volume 311, Page 444 [O.P.R.C.C.T.], bears N10° 10'37"W, a distance of 745.18 feet;

THENCE over and across said Lot 108 the following four (4) courses:

- 1) N37° 26'26"E, a distance of 23.30 feet to an angle point,
- 2) S20° 09'10"E, a distance of 47.09 feet to an angle point,
- 3) S13° 10'03"E, a distance of 66.13 feet to an angle point, and
- 4) S79° 46'55"W, a distance of 28.82 feet to a calculated point on the west line of said Lot 108, same point being in the existing east right-of-way line of said Holz Road and for the southwest corner of the easement described herein;

THENCE N10° 10'37"W, with the west line of said Lot 108 and the existing east right-of-way line of said Holz Road, a distance of 96.73 feet to the **POINT OF BEGINNING** and containing 0.0606-acres [2,642 square feet].

PART 2:

BEING A 0.0513-ACRE [2,235 SQUARE FEET] EASEMENT OUT OF THE JOHN V. MORTON SURVEY, ABSTRACT NUMBER 196, CALDWELL COUNTY, TEXAS, SAID EASEMENT BEING A PORTION OF SAID LOT NUMBER 108 OF THE C.M. ROGERS SUBDIVISION OF THE JOHN V. MORTON SURVEY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the west line of said Lot 108, same point being in the existing east right-of-way line of County Road 244 (Holz Road), a variable width right-of-way, no record information found, for the southwest corner of the easement described herein, from which a 1/2-inch iron rod with cap stamped "CHAPARRAL" found for the southwest corner of said Lot 108, for the northwest corner of a called 19.67-acre tract, recorded in Document Number 2022-000073 [O.P.R.C.C.T.], bears S10° 10'37"E, a distance of 575.62 feet;

(CONTINUED ON NEXT PAGE)

THENCE N10° 10'37"W, with the west line of said Lot 108 and with the existing east right-of-way line of said Holz Road, a distance of 116.59 feet to a calculated point for the northwest corner of the easement described herein;

THENCE over and across said Lot 108 the following four (4) courses:

- 1) N79° 45'55"E, a distance of 23.40 feet to an angle point,
- 2) S10° 14'43"E, a distance of 32.08 feet to an angle point,
- 3) S02° 14'49"E, a distance of 85.34 feet to an angle point, and
- 4) S79° 45'17"W, a distance of 11.67 feet to the POINT OF BEGINNING and containing 0.0513-acres [2,235 square feet].

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.00009097.

Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



12/16/2022

Christopher W. Terry

Date

Registered Professional Land Surveyor

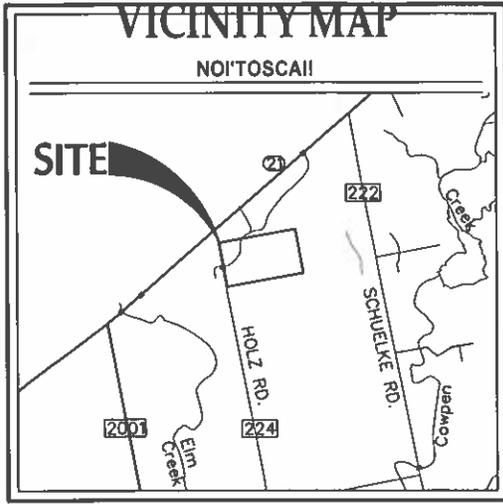
Texas Registration No. 6649

Doucet & Associates

CTerry@DoucetEngineers.com

TBPELS Firm Registration No. 10194551





"Exhibit B"

GLORIA HOPPE MATEJOWSKY
 LOT NO. 106 OF THE C.M.
 * ROGERS SUBDIVISION OF THE
 JOHN V. MORTON SURVEY
 CALLED 83 ACRES
 VOL. 311, PG. 444
 D.R.C.C.T.

DESCRIBED IN:
 VOL. 14, PG. 135
 D.R.C.C.T.

LEGEND

- SUBJECT EASEMENT
- EXISTING PROPERTY LINE
- ADJOINER PROPERTY LINE
- X- EXISTING WIRE FENCE
- X- 1/2" IRON ROD FOUND (AS NOTED)
- D. CALCULATED POINT
- O. 6" CEDAR FENCE POST FOUND
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, CALDWELL COUNTY, TEXAS
- NOT TO SCALE

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00009097.
 UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.



**JOHN V. MORTON SURVEY
 ABSTRACT NO. 196**

DANIEL ROSENBERG AND WIFE,
 RAQUEL ROSENBERG
 CALLED 10.00 ACRES
 DOC. NO. 2022.001067
 O.P.R.C.C.T.

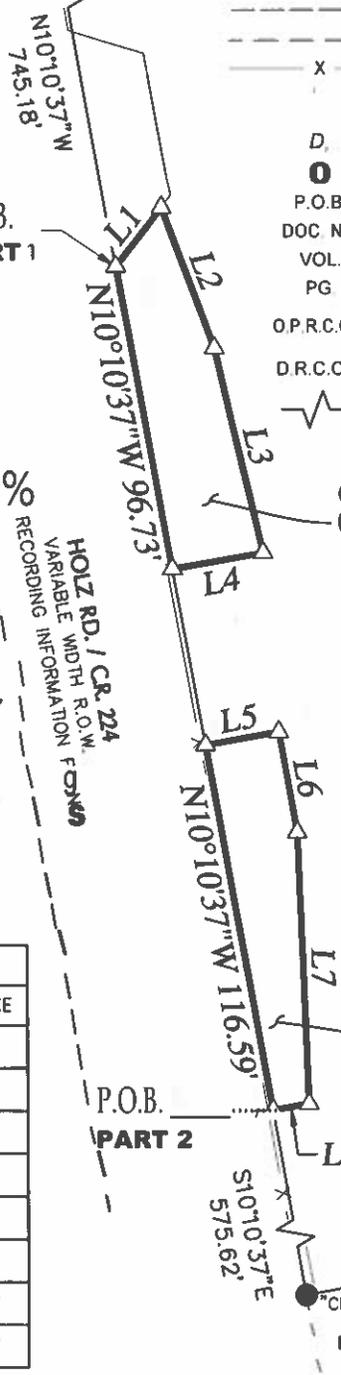
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N3T26'26"E	23.30'
L2	S20°09'10"E	47.09'
L3	S13°10'03"E	66.13'
L4	S79-45'55"W	28.82'
L5	N79°45'17"E	23.40'
L6	S10°14'43"E	32.08'
L7	S02°14'49"E	85.34'
L8	S79-45'17"W	11.67'

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Christopher W. Terry

12/16/2022

CHRISTOPHER W. TERRY DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6649
 DOUCET & ASSOCIATES, INC.
 CTERRY@DOUCETENGINEERS.COM



0.0606 ACRES
 (2,642 SQ. FT.)
 (PART 1)

GLORIA HOPPE MATEJOWSKY
 LOT NO. 108 OF THE C.M.
 ROGERS SUBDIVISION OF THE
 JOHN V. MORTON SURVEY
 VOL. 311, PG. 444
 D.R.C.C.T.

DESCRIBED IN:
 FIRST TRACT
 VOL. 207, PG. 179
 D.R.C.C.T.

0.0513 ACRES
 (2,235 SQ. FT.)
 (PART 2)

CALLLED 10.00 ACRES
 DOC. NO. 2022.001067

O.P.R.C.C.T.
 Date 12/16/2022

**0.0606 ACRE
 (2,642 SQ. FT.) AND
 0.0513 ACRE
 (2,235 SQ. FT.)
 EASEMENTS EXHIBIT
 CALDWELL COUNTY, TEXAS**



DOUCET

Civil Engineering // Entitlements // Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TBPE Firm Number: 3937
 TBPELS Firm Number: 10194551

Scale: 1" = 60'
Drawn by: JWF
Reviewer: CWT
Project: 1911-100
Sheet: 3 OF 3
Field Book: 554
Party Chief: JSM
Survey Date: 11/ 10/ 2022

15. Discussion/Action to consider the approval of a development agreement between Haskell and Jennifer Griffin and the County for the proposed Oak Knoll RV Park, approximately 10 acres located off U.S. HWY 183. **Speaker: Commissioner Westmoreland; Backup: 25; Cost None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to approve a development agreement between Haskell and Jennifer Griffin and the County for the proposed Oak Knoll RV Park, approximately 10 acres located off U.S. HWY 183.

1. **Costs:**

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

Name	Representing	Title

(1) Commissioner Westmoreland

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 25 total # of backup pages
(including this page)

4. Bj. Westmoreland
Signature of Court Member

4-19-2023
Date

DEVELOPMENT AGREEMENT

(Oak Knoll RV Park)

This Development Agreement (the "Agreement") for a new RV Park (the "Project") is made by and between CALDWELL COUNTY, a political subdivision of the State of Texas (the "County"), and HASKELL F. GRIFFIN, JR. AND JENNIFER GRIFFIN (hereinafter collectively called the "Griffins" or "Developer" or "Declarant"). The County and the Developer are each referred to as a "Party" and together referred to as the "Parties." The "Effective Date" of this Agreement shall be the date that it is executed by the Caldwell County Judge, which will occur following its approval by the Caldwell County Commissioners Court.

WHEREAS:

A. Developer owns 13.194 acres, more or less, of real property (the "Griffin Property"), which is described by metes-and-bounds detail in that certain instrument entitled "Warranty Deed With Vendor's Lien" dated April 13, 2020, from JOE CARL PAYNE, TRUSTEE OF THE JCP TRUST A, AS CREATED UNDER THE PAYNE LIVING TRUST DATED MAY 7, 2009, as Grantor, to HASKELL F. GRIFFIN, JR. AND JENNIFER GRIFFIN, as Grantees, recorded under Instrument No. 2020-001871, in the Official Records of Caldwell County, Texas; and the description of the entire Griffin Property is attached in **Exhibit A-1** and incorporated by reference.

B. Developer desires to develop the Project as generally described depicted on **Exhibit B** and **Exhibit C**, attached hereto (the "Project").

C. The portion of the Griffin Property that is included in the Project, and therefore covered by this Agreement, is described by metes-and-bounds detail in the attached **Exhibit A-2** and incorporated by reference. The remainder of the Griffin Property that is not included in the Project is also not covered by or subject to this Agreement, as explained in more detail in Section 1(c) below.

D. The Parties are in agreement that construction of improvements for the Project will benefit the Griffin Property and the citizens of Caldwell County, and it will also help promote economic development within the County.

E. The County and the Developer desire to design, engineer, and construct the Project pursuant to the terms and conditions stated herein.

F. This Agreement outlines and clarifies the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance (the "Development Ordinance") will be granted in exchange for a mutually agreeable alternate standard that meets the intent of the Development Ordinance and is in the interest of both Parties.

NOW, THEREFORE:

In consideration of the promises and mutual agreements set forth herein, **the County and the Developer agree, evidenced by their signatures below, as follows:**

1. General Terms and Conditions

A. **Developer desires to develop the Project** (on the land described on **Exhibit A-2**, and in the manner described on the attached **Exhibit B** and **Exhibit C**) as the **Oak Knoll RV Park**, to be located at 8245 S. U.S. Hwy. 183, Lockhart, Texas (78644), which when completely built out according to present plans will contain up to 65 RV pads.

B. The "Project" is the new development of that portion of the Griffin Property for the planned RV Park, together with all related construction, utilities services extensions, drainage, detention and other improvements to be constructed or implemented on the Project portion of the Griffin Property in connection with the planned RV Park.

C. **The planned improvements within the new RV Park do not involve or impact the existing improvements on that portion of the Griffin Property that is already the location of the Griffins' residence and the Griffins' used-car sales business**, both of which sets of existing improvements were built and are presently maintained under the development processes and standards existing when those structures were constructed for their present uses.

D. **Oak Knoll RV Park is intended to provide spaces to only allow placement of Recreational Vehicles ("RV") as described herein, and not other types of non-traditional and moveable housing units.** For purposes of this Agreement, a list and description of allowable vehicles that will occupy spaces in the RV Park is attached as **Exhibit D**.

E. It is expressly understood and agreed that **no mobile home, site built structure or manufactured home will be located within the Project unless otherwise mutually agreed in writing between Developer (or the Developers' successors or assigns) and the County.**

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

2. Developer Obligations

A. Restrictions on Land Use. Developer will, acting then as Declarant, implement land use control for the Project in the form of deed restrictions or restrictive covenants that encumber that portion of the Griffin Property that will be the Project (as defined in Exhibit A-2) for use by Developer/Declarant or any assign or successor in title, to include at least the following terms and conditions:

(i) Housing Limited to RVs. All housing within the Project will consist of Recreational Vehicles (incorporating the definition in Exhibit D attached hereto), specifically excluding from that definition mobile homes, site-built structures and manufactured homes.

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

(iii) Termination of Restrictions. It is agreed by the Parties that the above described Restrictions will cease being effective and may be terminated by Developer upon the following: (a) termination of this Agreement; or (b) Developer or a subsequent owner of the Project elects to change the use of the Project from an RV Park, subject to the approval of the County of such change in use and approval of a site plan; or (c) mutual agreement of the Developer or subsequent owner of the Project and the County. In the event of any of the foregoing, the County and the then-owner of the Project agree to execute and record a document to be furnished by the owner of the Project memorializing such termination of the Restrictions in the Official Records of Caldwell County, Texas. In the event the Restrictions are terminated pursuant to this subsection, and as a condition of their termination, the Developer and his assigns and successors agree to execute a waiver that: (1) releases the property from continued development under the Caldwell County Development Ordinance as it existed at the time of execution of this Agreement, as applicable; and (2) agrees to subject any subsequent application for land use, including platting, to the local regulations in effect at the time of the subsequent application's submittal.

B. Community Amenities. Amenities as generally described in Exhibit C shall be provided within the Project boundaries.

C. Construction Permit. The Applicant shall submit to the County a Commercial Construction Permit, including the required administrative completeness documents, inclusive of the improvements Developer will be making for the Project. Amendments or modifications will be made, as needed or required, under that Commercial Construction Permit. No other permits

will be required for the Project as covered by this Agreement, except for the permit(s) to be issued by the County for construction and operation of an On-Site Sewage Facility (OSSF) in accordance with the Order Adopting Rules of Caldwell County, Texas, for On-Site Sewage Facilities (Adopted on September 24, 2007, and Approved by the Texas Commission on Environmental Quality on December 21, 2007).

D. Phased Site Development Plan. Developer and County agree that the Project may be submitted in a single Commercial Site Plan application. Each phase shall include necessary infrastructure to stand alone without completion of future phases and comply with all Caldwell County rules regulating commercial site development, subject to paragraph 3 below. (See **Exhibit E** for phasing plan.)

3. County Obligations.

A. County agrees to permit development and construction of the Project in accordance with general arrangement depicted in **Exhibit B** and the proposed variances and on the terms contained within **Exhibit C**, attached hereto.

B. County's approval of the Commercial Site Plan, subject to its existing rules and regulations, shall be effective for an initial period of five years. Each Phase shown on **Exhibit E**, attached hereto, will require Developer to obtain a separate Commercial Construction Permit, as required under the Development Ordinance, for its specific infrastructure improvements and construction plans.

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

4. Miscellaneous and Legal Matters.

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

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

C. Definitions and Enforcement. Interpretations and enforcement of the terms of this Agreement will be consistent with Chapter 1.0 (Authority) and Chapter 2.0 (Definitions) of the Development Ordinance, which are incorporated herein by reference.

D. Termination.

(i) Of Restrictions – See Section 2(A)(iii) above regarding terms of Termination of the Restrictions imposed on the Project portion of the Griffin Property for development

of the Project.

- (ii) Of this Agreement – This Agreement may be terminated at any time by mutual agreement between the Parties.

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

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

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

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

I. Notice. All notices, requests or other communications required or contemplated under this Agreement shall be **in writing** and shall be sent to the Party to whom notice is given at **the addresses (physical and virtual or electronic) shown below**, or to such substituted or updated addresses as may be later provided by written notice from one Party to the other Party, by:

- (i) **email transmission** at the email address for such Party **and**
- (ii) **by overnight courier or hand delivery or certified mail**, return receipt requested, postage or transport cost prepaid, with tracking information available, addressed to the Parties at the following addresses (or to such replacement addresses as may be provided in the future in writing to the other Party):

To County: County Judge Hoppy Haden (or successor in office)
Caldwell County Courthouse
110 S. Main St., Rm. 101
Lockhart, TX 78644-2705
email: hoppy.haden@co.caldwell.tx.us

with copy to:
Kasi Miles (or successor in office)
Caldwell County Director of Sanitation
1700 FM 2720
Lockhart, TX 78644-3789
email: kasi.miles@co.caldwell.tx.us

To Developer: Haskell & Jennifer Griffin
8245 S. U.S. Hwy. 183
Lockhart, TX 78644-2781
email: haskell@austinautoexchange.net

with copy to:
Kim D. Brown, Attorney
P.O. Box 200027
Austin, TX 78720-0027
email: mailbox@brownlawyer.com

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

K. Assignment. This Agreement may not be assigned by the Developer without the written consent of the Caldwell County Commissioners Court, which consent is not to be unreasonably withheld.

L. Signature Warranty and Authority. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively, in the capacities shown.

M. Multiple Counterparts. This Agreement may be executed in multiple originals and in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

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

[REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties have executed this Agreement as shown on the preceding and following page(s), to become effective as of the date of signature of the County Judge on behalf of the County (the “Effective Date”).

SIGNATURES OF PARTIES

CALDWELL COUNTY, TEXAS (the “County”):

HOPPY HADEN Date
Caldwell County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF CALDWELL }

This instrument was acknowledged before me on _____, 2023, by HOPPY HADEN, Caldwell County Judge, as authorized representative on behalf of CALDWELL COUNTY, TEXAS.

NOTARY PUBLIC, STATE OF TEXAS

DEVELOPER / DECLARANT:

HASKELL F. GRIFFIN, JR.

JENNIFER GRIFFIN

ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF CALDWELL }

This instrument was acknowledged before me on _____, 2023, by
HASKELL F. GRIFFIN, JR. and JENNIFER GRIFFIN.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

County Judge's Office
110 S. Main St., Rm. 101
Lockhart, TX 78644-2705

**EXHIBITS ATTACHED
TO AND INCORPORATED
WITHIN THIS AGREEMENT**

<u>Exhibit</u>	<u>Description</u>
A-1	Griffin Property Description: Metes-and-bounds description of the entire Griffin Property, including the Project, along with the Griffins' residence and existing used-car sales business
A-2	Project Property Description: Metes-and-bounds description of the Project portion of the Griffin Property
B	RV Park Proposed Layout Diagram
C	Description of Planned RV Park Infrastructure and Amenities
D	Definition(s) of Recreational Vehicles (RVs)
E	Development Phasing Plan

EXHIBIT A-1

METES-AND-BOUNDS DESCRIPTION
OF ENTIRE GRIFFIN PROPERTY

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN CALDWELL COUNTY, TEXAS, AND BEING A PART OF THE JOHN TYLER SURVEY A-288 AND BEING ALSO ALL OF THAT TRACT OF LAND CALLED 13.194 ACRES CONVEYED TO GERALD ANTON BY DEED RECORDED IN VOLUME 343, PAGE 842, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS, SAID TRACT BEING 13.194 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found in the North corner of the above mentioned 13.194 acre tract and in the curving SW line of U.S. Highway #183 and in the apparent East corner of a tract of land called 10.00 acres and conveyed to Harry C. Nelscho by deed recorded in Volume 348 Page 708 of the said Deed Records for the North corner of this tract said curve having a radius of 3879.72 feet and a central angle of $41^{\circ}58'32''$;

THENCE, with the arc of the said curve turning to the left 83.0190 feet and the chord of which bears $S 16^{\circ}43'31'' E$, a distance of 200.43 feet to an iron pin found in the East corner of the above mentioned 13.194 acre tract for the east corner of this tract;

THENCE, $S 54^{\circ}48'33'' W$, with the SE line of the said 13.194 acre tract, a distance of 713.09 feet to a 5" copper rod with flat found used for base of bearing in the South corner of the said 13.194 acre tract and the East corner of a tract of land called 1.02 acres and conveyed to William F. Henderson et ux by deed recorded in Volume 404, Page 468 of the said Deed Records for the South corner of this tract;

THENCE, $N 28^{\circ}40'00'' W$, with the SW line of the said 13.194 acre tract and the apparent NE line of the above mentioned 1.02 acre tract and the apparent NE line of a tract of land called 2.147 acres and conveyed to Richard M. Huggins et ux by deed recorded in Volume 84 Page 192 of the Official Records of Caldwell County, Texas, a distance of 710.43 feet to an iron pin found used for base of bearing in the West corner of the said 13.194 acre tract and in the apparent North corner of the said 2.147 acre tract and the apparent SE line of the above mentioned Nelscho tract for the West corner of this tract;

THENCE, $N 60^{\circ}40'28'' E$, with the NW line of the said 13.194 acre tract and the apparent SE line of the said Nelscho tract a distance of 363.09 feet to the POINT OF BEGINNING containing 13.194 acres of land more or less.

EXHIBIT "A"
PAGE 1 OF 1

Dated: this 23rd day of MAY 2017

Alan H. Payne

BRAYTON SURVEYING CO., INC.
7828 HIGHWAY 71 W.
AUSTIN, TX 78739
(512) 778-1084
STATE OF TEXAS
COPYRIGHT 2007 BRAYTON SURVEYING CO., INC.



EXHIBIT A-2

METES-AND-BOUNDS DESCRIPTION
OF THE PORTION OF GRIFFIN PROPERTY
TO BE DEVELOPED AS R.V. PARK

FIELD NOTES

BEING ALL OF THAT CERTAIN 10.000 ACRE TRACT OF LAND SITUATED IN THE JOHN TYLER SURVEY, ABSTRACT NUMBER 289, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF A CALLED 13.194 ACRE TRACT OF LAND CONVEYED TO HASKELL F. GRIFFIN AND JENNIFER GRIFFIN BY DEED RECORDED IN DOCUMENT NUMBER 2020-001871, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID 10.000 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1 1/4 inch iron pipe found at the southwest corner of said 13.194 acre tract, being the northwest corner of a called 2.147 acre tract of land conveyed to Mark N. Cancel & Tricia M. Cancel by deed recorded in Document Number 2018-001367, Official Public Records of Caldwell County, Texas, same being on the east line of Lot 2 of Central Texas Acres, a subdivision recorded in Cabinet C, Page 54, Plat Records of Caldwell County, Texas, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, N49°21'27"E, with the west line of said 13.194 acre tract, being the east line of said Lot 2, a distance of 893.56 feet to a capped 1/2 inch iron rod found stamped "HINKLE" at the northwest corner of said 13.194 acre tract and the herein described tract, same being the northeast corner of said Lot 2, same also being on the south line of U.S. Highway 183 (R.O.W. Varies) and at the beginning of a curve to the left,

THENCE, with the south line of said U.S. Highway 183 and the north line of said 13.194 acre tract, along said curve to the left, having a radius of 3879.72 feet, an arc length of 472.07 feet, and a chord that bears S15°44'46"E, a distance of 471.78 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the northeast corner of the herein described tract, from which a capped 1/2 inch iron rod found stamped "HINKLE" at the northeast corner of said 13.194 acre tract, being the northwest corner of the remainder of a called 52 acre tract of land conveyed to Anne Thural Henderson by deed recorded in Document Number 2022-002250, Official Public Records of Caldwell County, Texas, same being on the south line of said U.S. Highway 183, bears S21°43'41"E, a distance of 337.91 feet,

THENCE, over and across said 13.194 acre tract the following seven (7) courses and distances, numbered 1 through 7,

- 1) S55°41'23"W, a distance of 201.81 feet to a calculated point for corner,
- 2) S43°29'59"W, a distance of 157.50 feet to a calculated point for corner,
- 3) S06°12'13"W, a distance of 25.99 feet to a calculated point for corner,
- 4) N89°47'20"W, a distance of 95.94 feet to a calculated point for corner,
- 5) S00°21'10"E, a distance of 33.41 feet to a calculated point for corner,
- 6) S30°20'08"E, a distance of 139.00 feet to a calculated point for corner, and
- 7) S45°55'12"E, a distance of 184.20 feet to a capped 1/2 inch iron set stamped "CBD SETSTONE" on the east line of said 13.194 acre tract, same being the west line of said 52 acre remainder tract, from which a capped 1/2 inch iron rod found stamped "HINKLE" at the northeast corner of said 13.194 acre tract, same being the northwest corner of said 52 acre remainder tract of land, same also being on the south line of said U.S. Highway 183, bears N53°15'43"E, a distance of 369.64 feet,

THENCE, S53°15'43"W, with the east line of said 13.194 acre tract and the west line of said 52 acre remainder tract, a distance of 344.10 feet to a 6-inch cedar post found at the southeast corner of said 13.194 acre tract and the herein described tract, being the northeast corner of a called 0.770 acre tract of land conveyed to Anne Thural Henderson by deed recorded in Document Number 2022-002250, Official Public Records of Caldwell County, Texas,

THENCE, N30°22'14"W, with the south line of said 13.194 acre tract, with the north line of said 0.770 acre tract, and with the north line of said 2.147 acre tract, a distance of 710.39 feet to the **POINT OF BEGINNING** of the herein described tract and containing 10.000 acres of land, as shown on the attached sketch.

By: John D Kipp 02/21/2023

John David Kipp, R.P.L.S. NO. 5844
Carlson, Brigance and Doering, Inc.
REG.# 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
jkipp@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204)

SKETCH TO ACCOMPANY FIELD NOTES

LOT 2
CENTRAL TEXAS ACRES
CABINET C, PAGE 54,
P.R.C.C.TX.

POINT OF BEGINNING

N49°21'27"E 893.56'

MARK N. CANCEL
& TRICIA M. CANCEL
2.147 ACRES
DOC. NO.
2018-001367

THOMAS F HENDERSON
2.139 ACRES
VOL. 594, PG. 29

10.000 ACRES
HASKELL F. GRIFFIN
& JENNIFER GRIFFIN
13.194 ACRES
DOC. NO. 2020-001871

*JOHN TYLER SURVEY,
ABSTRACT NO. 289*

MARY K ENGEDAL
1.438 ACRES
VOL. 594, PG. 25

ANNE THURAL
HENDERSON
0.770 ACRES
DOC. NO.
2022-002250

ANNE THURAL HENDERSON
REMAINDER OF 52 ACRES
DOC. NO. 2022-002250

SHIRLEY JO
PEARSON
45.47
ACRES
DOC. NO.
2021-008388

**U.S. HWY 183
(R.O.M. VARIES)**

SCALE: 1" = 200'

LEGEND

- ⊙ 1.25" IRON PIPE FOUND
- CAPPED 1/2" IRON ROD FOUND STAMPED "HINKLE"
- ⊕ 6" CEDAR POST
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

P.R.C.C.TX. PLAT RECORDS OF CALDWELL COUNTY, TEXAS

Line Table		
Line #	Length	Direction
L1	201.81	S55°41'23"W
L2	157.50	S43°29'59"W
L3	25.99	S06°12'13"W
L4	95.94	N89°47'20"W
L5	33.41	S00°21'10"E
L6	139.00	S30°20'08"E
L7	184.20	S45°55'12"E

02/21/2023



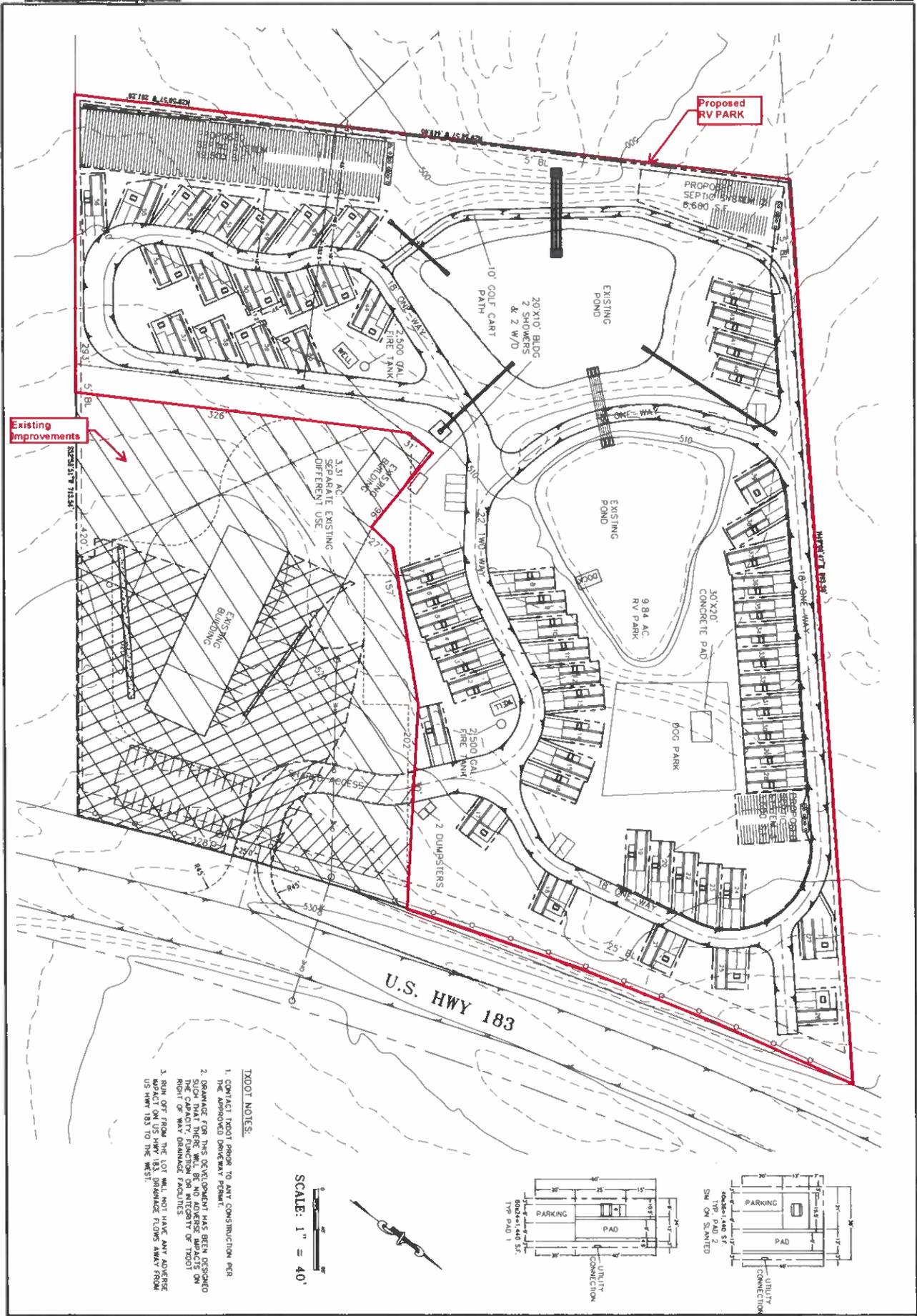
John D Kipp

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	472.07	3879.72	S15°44'46"E	471.78	236.33	6°58'18"

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204)

Carlson, Brigrance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900

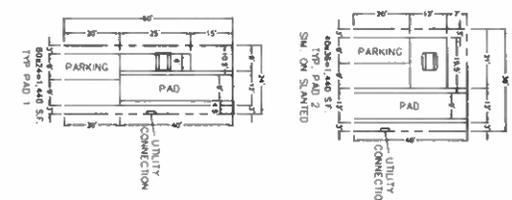
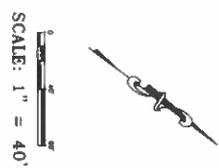
Civil Engineering	Surveying
5501 West Williams Cannon	Austin, Texas 78749
Phone No. (512) 280-1160	Fax No. (512) 280-5165



Existing Improvements

Proposed RV PARK

- TPOOT NOTES:**
1. CONTACT TPOOT GROUP TO ANY CONSTRUCTION PER THE APPROVED DRIVEWAY PERMIT.
 2. GARAGE FOR THE OWNER/CONTRACTOR HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY FUNCTION OR INTEGRITY OF TPOOT RIGHT OF WAY DRAINAGE FACILITIES.
 3. RUN OFF FROM THE LOT WILL NOT HAVE ANY ADVERSE IMPACT ON US HWY 183 DRAINAGE FLOWS AWAY FROM US HWY 183 TO THE WEST.



PROJECT NAME:	SITE PLAN
JOB NAME:	HASKELL RV PARK
PROJECT:	SITE DEVELOPMENT PLAN
DATE:	NOV. 2022
SCALE:	5005

Carlson, Brignace & Doering, Inc.
 Civil Engineers & Surveyors

5400 Office Park Drive, Suite 200, Dallas, Texas 75244
 972-443-8800

5400 Office Park Drive, Suite 200, Dallas, Texas 75244
 972-443-8800

5400 Office Park Drive, Suite 200, Dallas, Texas 75244
 972-443-8800

EXHIBIT B

PROJECT LAYOUT DRAWING

[Attached Property survey drawing
has been altered to show layout of
improvements for RV Park.]

EXHIBIT C

Description of RV Park Infrastructure and Amenities

Development Infrastructure For

Oak Knoll RV Park

8245 S Hwy. 183

Lockhart, Texas 78644

ROADS:

One-way roads will be 18 feet wide, with curves at 20 to 30 feet, and clearly Signed as one-way.

Two-way roads will be 20 feet wide, with curves at 25 to 35 feet, and clearly marked as two-way.

Entrance to the park will be 30 feet wide. (two-way)

Road across damn will be 15 feet wide. (one-way)

Golf cart path-walk path 10 feet wide.

All roads will be compacted base to 5 inches.

WATER:

14 units of Phase One will be supplied water from an existing well as a private water supply. The Balance of the project including 4 units in Phase One, the 9 units in Phase Two, the 16 units in Phase Three, and the 17 units in Phase Four will be supplied water under a Public Water Permit to be issued by TCEQ. Only the 14 units in Phase One will be supplied or hooked to a water supply until the Public Water Permit is delivered to The County.

SEWER:

Will be installed per engineered plan approved by the County.

ELECTRICAL:

Provided by Blue Bonnet Electric and their service to location will be overhead. From service poles to RV sites will be underground.

SET-BACKS:

25 feet from public ROW

5 feet from the property line

5 feet from private internal roads

10 feet minimum between each RV, with slide outs extended

RV SPACES:

Minimum of 12 feet by 40 feet. Almost all current sites will be 18 feet wide by 30 feet plus the rear will be 12 feet by 10 feet, all attached. This allows for parking in front for two vehicles with a 9x10 foot patio just outside the front door.

Material will be compacted road base sufficient to support an RV.

Each space will be marked with number that is reflective: at least 3 inches tall: and will be clearly visible from the street.

DUMPSTERS:

When finished there will two dumpsters at the site.

LAUNDRY AND SHOWERS:

2 showers

2 washers

2 dryers

0 toilets

0 sinks

(The above is subject to the Septic Engineer engineering the total system determines that there is surplus available drain field to service the laundry and showers.)

FIRE PROTECTION:

There will be two 2500-gallon water storage tanks for fire fighter personnel to hook to and use.

AMENITIES:

Fenced Dog park

20x30 covered concrete community patio

Two ponds with aerator fountains in each.

Extra parking spaces scattered around the park, in addition to the two off road parking for each site.

A washateria and shower facility with its own parking.

A 9x10 patio on the long sites, and a 12x10 patio on the short sites.

An observation dock on each tank, (no swimming or boating allowed).

A walking path around both tanks.

Haskell Griffin

Owner

EXHIBIT D

Definitions of Various Types of Acceptable Recreational Vehicles ("RVs")

For purposes of this Agreement, a "Recreational Vehicle" or "RV" **does include** any of the following:

ALLOWABLE VEHICLES:

- (1) CAMPING TRAILER - A folding structure mounted on wheels and designed for travel, recreation, and vacation use.
- (2) MOTOR HOME - A portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.
- (3) PICKUP COACH - A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
- (4) TRAVEL TRAILER - A vehicular structure built on a chassis with body width not to exceed eight and one-half feet and body length less than 46 feet.
- (5) TINY HOUSE ON WHEELS —any residential structure under 400 square feet, on wheels.

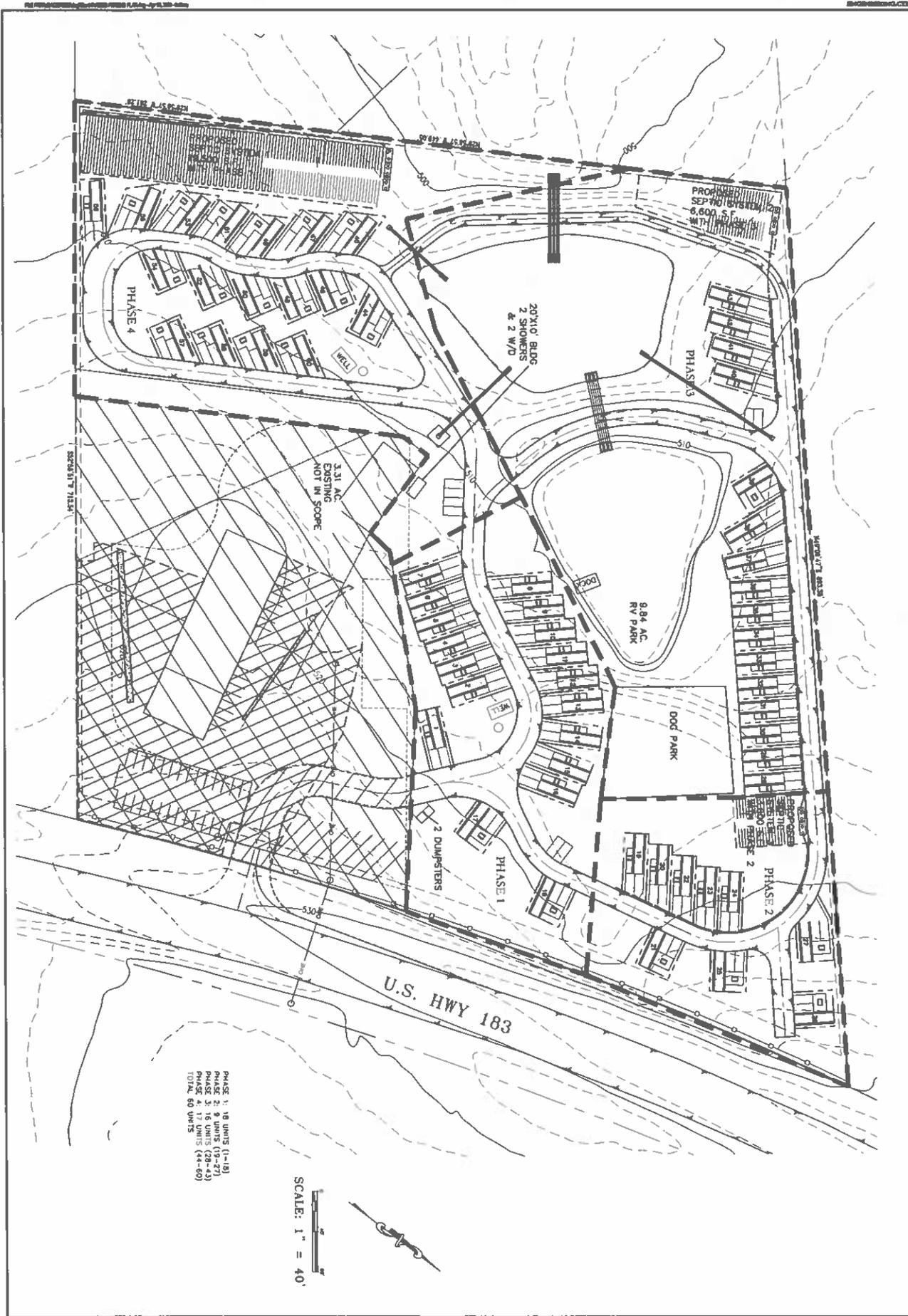
NON-ALLOWABLE VEHICLES:

Additionally, it is expressly understood by and agreed to by the Griffins that **no mobile home, site-built structure or manufactured home will be located on the Property unless otherwise mutually agreed to in writing** between the Declarant (or the Declarants' successors or assigns) and the County.

EXHIBIT E

Developer's Proposed Development "Phases"

[Survey Drawing Showing
Future Phases of RV Park]



PROPERTY NAME:	PHASING PLAN
JOB NAME:	HASKELL RV PARK
PROJECT:	8345 S US HWY 183 LOCKLAND, TX 78644
	STB DEVELOPMENT PLAN

Carlson, Brangne & Doering, Inc.
Civil Engineering & Surveying

12345 Main Street
Houston, Texas 77001

Phone: (713) 555-1234 Fax: (713) 555-5678

REVISION	DATE

16. Discussion/Action to consider the approval of an Order Authorizing the filing of a Final Plat (Short Form Procedure) for Tallen's Way located on Tinney Creek Rd. **Speaker: Commissioner Horne/ Kasi Miles; Backup: 16; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/23

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Tallen's Way located on Tinney Creek Road. Cost: None Speaker: Commissioner Horne /Kasi Miles Backup: 15

1. Costs:

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

Is this cost included in the County Budget? n/a

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)	_____	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed 15 total # of backup pages
(including this page)

4. Commissioner Horne

Signature of Court Member _____

04/17/2023

Date _____



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

Doucetengineers.com

April 5, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Tallen's Way Short Form Plat
Project No. 1911-287-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Tallen's Way Subdivision, a 3-lot subdivision of a +/-7.470-acres located Fox Lane. The subdivision will be served by OSSF and water provided by 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.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

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

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

Tallen's Way

A subdivision of 7.470 acres of land out of the William House Survey A-126 in Caldwell County, Texas.

STATE OF TEXAS
COUNTY OF CALDWELL

I, the undersigned owner of the land shown on this plat being the residue of Tract II called 24 acres and recorded in Volume 638 Page 320 of the Official Public Records of Caldwell County, Texas and designated as TALLENS WAY in the William House Survey A-126 in 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 _____ ELLISON E. MILLER, REPRESENTATIVE FOR:
MILLER LIVING TRUST
12455 HUDSON RIVER DRIVE
MIRA LOMA, RIVERSIDE COUNTY, CALIFORNIA 91752

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by ELLISON E. MILLER, REPRESENTATIVE for MILLER LIVING TRUST.

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

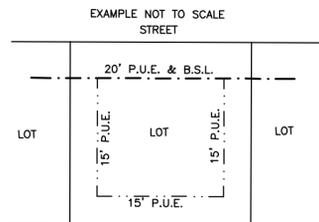
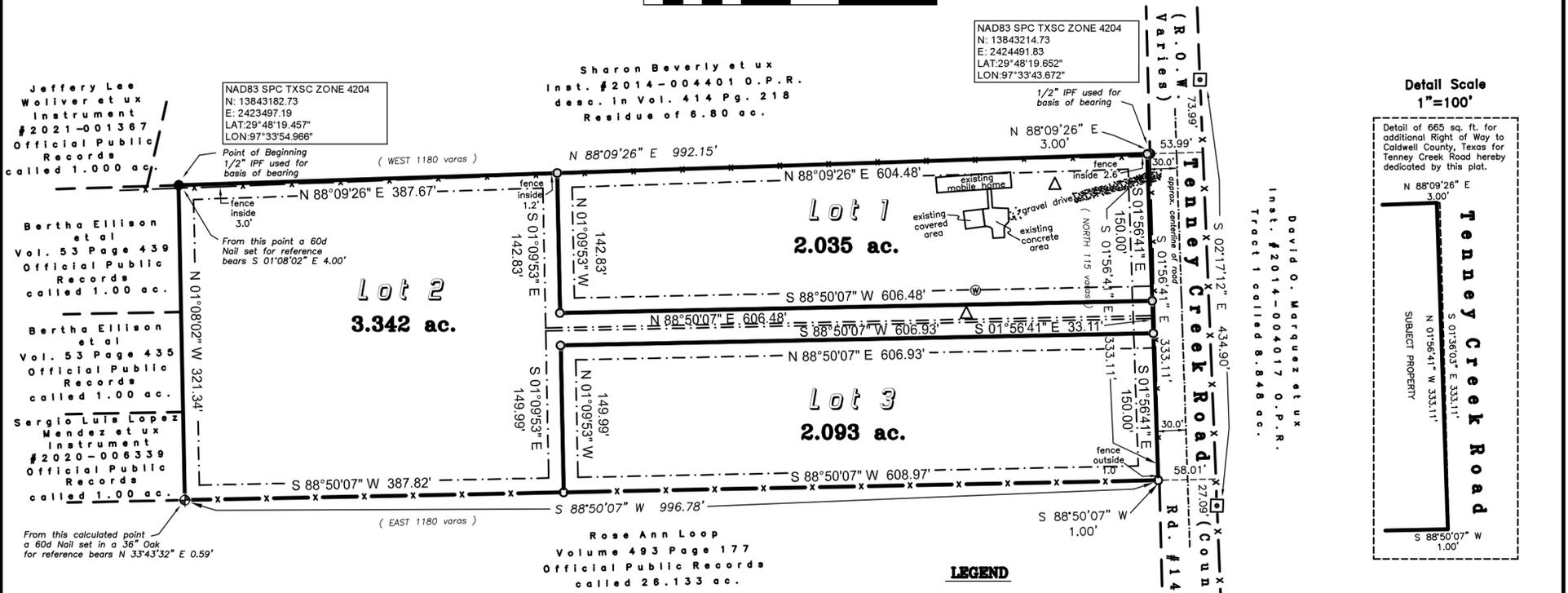
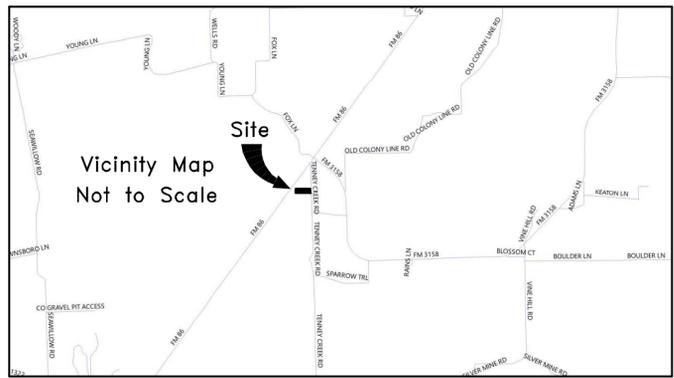
Jerry L. Hinkle
Registered Professional
Land Surveyor #5459

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" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a H.U.D. - F.L.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 Southeast 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, public water distribution system or an approved onsite water well with a copy of the water availability study prepared in accordance with TCEQ guidelines (3.6.3.D), and electric utility availability/intent to serve letters for electricity (3.6.3.G) is completed and approved by Caldwell County Sanitation Department.
- Utilities Provided by:
ELECTRICITY: Bluebonnet Electric Cooperative, Inc.
WATER: Water Well
RECORD OWNERS OF LAND: Miller Family Trust
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
DATE OF PREPARATION: March 2023
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- The monumented North line of the parcel shown recorded in Instrument #2022-004217 of the Official Public Records of Caldwell County, Texas was used for basis of bearing. (No GPS observations were used in the creation of this survey)
- Lot Closures-- Lot 1: 1 in 558546', Lot 2: 1 in 740215', Lot 3: 1 in 346900'
Boundary Closure: 1 in 234787'



Scale 1"=100'



- NOTES**
- UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING BUILDING SETBACK LINES SHALL APPLY.
FRONT STREET SIDE--20'
 - UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING PUBLIC UTILITY EASEMENTS SHALL APPLY.
FRONT STREET SIDE--20'
SIDE STREET--15'
SIDE YARD--15'
REAR YARD--15'

Field Book: d.c.	Drawn By: JLH LH
Job No. 20230631	Drawing: 20230631.dwg
Date: March 2023	Word Diek: Begin 03012023
Surveyed By: JLH JDB	Autocad Diek: Begin 03012023

HINKLE SURVEYORS

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

CLAUDE HINKLE SURVEYORS 08-12
PO BOX 1027
LOCKHART, TX 78644-1027

1054
88-321/1149

3-10-23
Date

Pay to the Order of Caldwell Co.

\$900.00

~~Nine hundred & 00/100~~

Dollars

FirstLockhart
NATIONAL BANK

www.firstlockhart.com
877-398-3416

For Ego Time Creek

Claude Hinkle
MP

Vertical Curve

AMERICA THE BEAUTIFUL

CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

9075

DATE 3-21-23

RECEIVED FROM Hinkle Survey

\$ 900.00

~~Nine hundred dollars & 00/100~~

DOLLARS

FOR Short Form Plat - Jallans Way

AMOUNT OF ACCOUNT		
THIS PAYMENT	900.00	
BALANCE DUE		

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kase L Miles

Thank You

Caldwell County Development Application



Date Submitted

3-13-2023

Type of Application

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

Application Contacts

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

Ellison Miller
12455 Hudson River Dr
Eastvale CA 91752
ladytallen@aol.com
310-880-4324

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

same as above

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

Ellison Miller
310-880-4324

Linda Hinkle 512-398-2000
contact@hinklesurveyors

4. Consultants (*If applicable)

none

Licensed Professional Engineer*:

none

Registered Professional Land Surveyor*:

Jerry L Hinkle
PO BOx 1027
Lockhart TX 78644
RPLS 5459
contact@hinklesurveyors.com
512-398-2000

Registered Sanitarian*:

none

Geoscientists*:

none

Application Questionnaire

Property Address (or approximate location)

290 Tinney Creek Road

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

William House A-126

Parcel Tax ID Number

45080

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

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Tallen's Way

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

n/a

Total Acreage of Subject Property

7.485 acres

Total Proposed Residential Lots

3

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: Ellison Miller et al Phone Number: 310-880 4324

Applicant Name: Same Phone Number: _____

Owner Email: Ladytallen@aol.com

Owner Signature: [Signature] Per: Ellison Miller

INVOICE

Invoice Number: SI-6109
Invoice Date: 05/27/2021
Due Date: 06/26/2021



Davis
Water Well Service Co.
NEW PUMP SALES, REPAIR
DITCHING & DRILLING
STATE LICENSE #316-WI
WATER SOFTENERS & IRON FILTERS
830-587-6125

Elison Miller
12455 Hudson River Dr
Eastvale CA 91752

Davis Water Well Svc
P.o. Box 339, 1328 cr 103
Smiley TX 78159
United States
amber78159@aol.com

Description	Tax Rate	Amount
*****ESTIMATE*****	No Tax	0.00
2500 gal Storage tank 1/2 hp submersible booster pump water softener system 1 fittings package 300' 1" water line 1 float switch	No Tax	6,750.00
	Subtotal	6,750.00
Terms and Conditions Payment due upon recipient.	Total	6,750.00
	Amount Due	\$6,750.00

Thank you for your continued business!
We accept most major credit cards.

TRACT B:

All that certain tract or parcel of land situated in Caldwell County, Texas and being a part of the Polart Carr Survey and being also a part of a 12 1/2 acre and a 17 acre tract of land described in a Quit Claim Deed from Rachel Ellison to Willie Ellison, et al by deed recorded in Volume 61 at Page 476 of the Deed Records and also being a part of a 50 acre tract conveyed by James L. Rhodes to Willie Ellison, et al in volume 111 at Page 87 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEARING at a 14° Post Oak tree found in the NW corner of the above mentioned 50 acre tract for the west Northerly NW corner of this tract;

THENCE N 89 deg. 13 min. E with the North line of the said 50 acre tract, as fenced and occupied, 1058.05' to a 16" Post Oak tree found for an angle point;

THENCE N 68 deg. 53 min. E 19.37' to a 12" Post Oak found for the NE corner of this tract;

THENCE S 22 deg. 19 min. W 24.76' to a 6" Post Oak found for an angle point;

THENCE S 0 deg. 16 min. W 551.71' to an angle point of this tract;

THENCE S 0 deg. 59 min. N 31.25' to an iron pin set for the SE corner of this tract;

THENCE S 89 deg. 13 min. W 1054.49' to an iron pin set on the West line of the said 50 acre tract and the East line of the said 12-1/2 acre tract for an ell corner;

THENCE S 0 deg. 37 min. E with the East line of the said 12-1/2 acre tract 249.05' to an iron pin set for a resurvey corner of this tract;

THENCE N 89 deg. 10 min. W 645.09' to an iron pin set for an ell corner;

THENCE S 3 deg. 13 min. E 146.85' to an iron pin set for a resurvey corner;

THENCE S 88 deg. 01 min. W 571.31' to an iron pin set on the ES line of State Highway #85 for the West corner of this tract;

THENCE N 36 deg. 29 min. E with the SE line of State Highway #86 145.90' to a fence post found for the north westerly NW corner of this tract;

THENCE S 85 deg. 56 min. E 430.29' to a fence post found for an angle point;

THENCE N 4 deg. 22 min. W 297.04' to a fence corner post found for a southeast corner;

THENCE S 89 deg. 10 min. E 912.35' to an iron pin set on the East line of the said 12-1/2 acre tract for an all corner of this tract;

THENCE N 0 deg. 47 min. W 353.94' to the E side of a boundary containing 21,045 acres of land. As surveyed on-the-ground by Claude T. Hinkle, R.T.S. #1612, September, 1974.

23.049 ac

... certain tract of land situated in Caldwell County, Texas and being a part of the William House Survey and being also a part of a tract of land called 24 acres and conveyed to William Gillison by Partition Deed as recorded in Volume 107, Page 477 of the deed records of Caldwell County, Texas and being more particularly described as follows:

TRANCE N 115 varies set a mark for the NE corner of this tract and the 18 corner of 24 acres and set for quarter pole in the North side of said 24 acre tract;

TRANCE West 1180 varies along the S line of said quarter pole 24 acre tract to an iron pin for the NW corner of this tract and the 18 corner of the Western Pollard 24 acre tract and on the E line of the T. C. Hill 24.710 acre tract;

TRANCE N 115 varies to a mark the SE corner of 24.710 acre tract;

TRANCE E along the N line of the said Edgar Smith 24 acre tract, 1130 varies to the place of beginning, and containing 24 acres of land, and being the South 1/2 of the said Henry Field 48 acre tract of land.

24 ac

DEED AND EXCEPT:

TRACT 1:
All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the William House Survey and being also a part of a tract of land called 24 acres and conveyed to William Gillison by Partition Deed as recorded in Volume 107, Page 477 of the deed records of Caldwell County, Texas and being more particularly described as follows:

TRANCE N 87 varies set a mark for the NE corner of this tract and the 18 corner of 24 acres and set for quarter pole in the North side of said 24 acre tract;

TRANCE N 89 varies set a mark for the NE corner of this tract and the 18 corner of 24 acres and set for quarter pole in the North side of said 24 acre tract;

TRANCE South 118.42 feet to an iron pin set for the SE corner of this tract;

TRANCE S 89 deg. 43 min. 15 sec. W 386.41 feet to an iron pin set in the SE line of State Highway #46 for the SE corner of this tract;

TRANCE N 37 deg. 21 min. 54 sec. E 167.05 feet to the place of beginning containing 1.00 acres of land. As conveyed to the State, July 13, 1930, by Claude F. Battle, R. S. #1612.

1.00 ac

TRACT 2:
All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the William House Survey and being also a part of a tract of land called 24 acres and conveyed to William Gillison by Partition Deed as recorded in Volume 107, Page 477 of the deed records of Caldwell County, Texas and being more particularly described as follows:

... being a part of a tract of land ...
... and conveyed to Willie Ellison by
Partition Deed as recorded in Volume 107, Page 479 of
the Deed Records of Caldwell County, Texas and being
more particularly described as follows:

BEING at an iron pin set in the SE line of State
Highway #85 and from which such pin a fence corner post
found and iron pin set in the intersection of the SE
line of State Highway #85 and the North line of the
above mentioned 24 acre tract bears N 77 deg. 23 min.
24 sec. E 162.00 feet for the NW corner this tract;

TRENCH A 40 deg. 46 min. 35 sec. E 185.41 feet to an
iron pin set for the NE corner this tract;

TRENCH B South 51.95 feet to an iron pin set for the SE
corner this tract;

TRENCH C 69 deg. 48 min. 35 sec. W 461.52 feet to an
iron pin set in the SE line of State Highway #85 for
the SW corner this tract;

TRENCH D 31 deg. 23 min. 54 sec. E 124.60 feet to the
place of beginning containing 1.00 acre of land. As
surveyed on the ground, July 13, 1939, by Claude E.
Birkle, R.P.E. #1612.

TRACT:
All of a certain tract or parcel of land situated in
Caldwell County, Texas and being a part of the William
Norris Survey and being also a part of a tract of land
called 24 acres and conveyed to Willie Ellison by
Partition Deed as recorded in Volume 107, Page 479 of
the Deed Records of Caldwell County, Texas and being
more particularly described as follows:

BEGINNING at a fence corner post found and iron pin set
in the intersection of the SE line of State Highway #85
and the South line of the above mentioned 24 acre tract
for the SW corner this tract;

TRENCH A 41 deg. 23 min. 54 sec. E with the SE line of
the said State Highway #85 104.65 feet to an iron pin
set for the NE corner this tract;

TRENCH B 62 deg. 48 min. 35 sec. E 456.52 feet to an
iron pin set for the NE corner this tract;

TRENCH C South 83.02 feet to an iron pin set in the South
line of the above mentioned 24 acre tract for the SE
corner this tract;

TRENCH D West 312.60 feet to the place of beginning
containing 1.00 acre of land. As surveyed on the ground,
July 13, 1939, by Claude E. Birkle, R.P.E. #1612.

copy accepted
1.00

copy accepted
1.00

EXHIBIT

Account

Property ID: 45080 Legal Description: A126 HOUSE, WILLIAM, ACRES 7.485
 Geographic ID: 0200126-111-100-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 290 TENNEY CREEK RD Mapsco: 02-328
 DALE, TX 78616
 Neighborhood: RURAL McMAHAN AREA Map ID: 02-328
 Neighborhood CD: 4220

Owner

Name: MILLER ELLISON E & AVIS L TTEES Owner ID: 157489
 Mailing Address: MILLER FAMILY TRUST % Ownership: 100.0000000000%
 12455 HUDSON RIVER DR
 MIRA LOMA, CA 91752

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

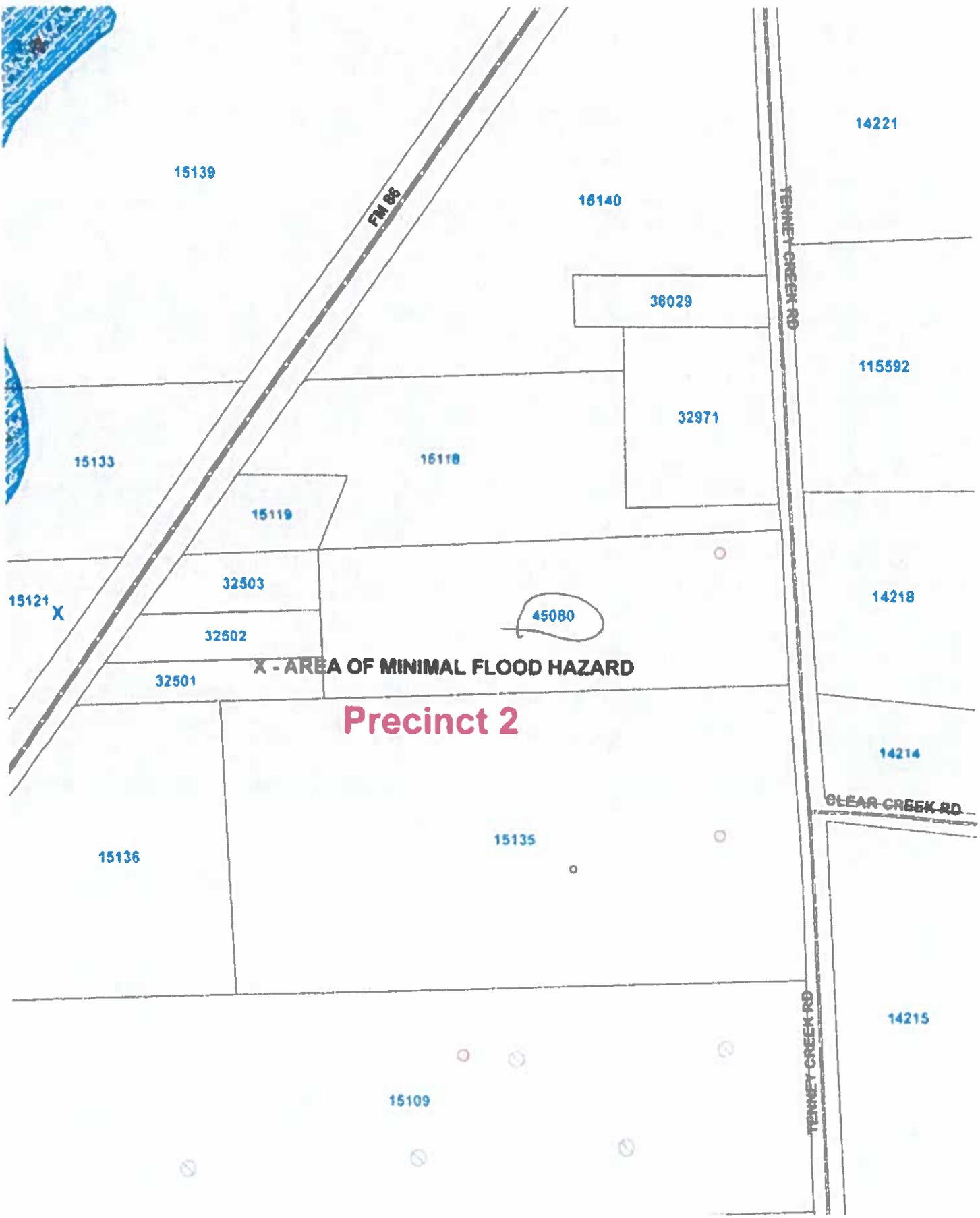
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Owner: MILLER ELLISON E & AVIS L TTEES
 % 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



15139

15140

14221

FM 88

TENNEY CREEK RD

36029

115592

32971

15133

15118

15119

32503

14218

15121 X

32502

45080

X - AREA OF MINIMAL FLOOD HAZARD

32501

Precinct 2

14214

CLEAR CREEK RD

15136

15135

14215

15109

TENNEY CREEK RD

17. Discussion/Action to consider the approval of an order authorizing the filing of a Final Plat (Short Form Procedure) for Carpol Subdivision located on Political Rd. **Speaker:**
Commissioner Theriot; Backup: 16; Cost:
None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/23

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Carpol Subdivision located on Political Road.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? n/a

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)			
(3)			

3. Backup Materials: None To Be Distributed 15 total # of backup pages (including this page)

4. Commissioner Theriot
Signature of Court Member

04/17/23
Date



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

Doucetengineers.com

April 6, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Carpol Subdivison Short Form Plat
Project No. 1911-284-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Carpol Subdivision, a 4-lot subdivision of a +/-12.846-acres located Fox Lane. The subdivision will be served by OSSF and water provided by Maxwell Water Supply.

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

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

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

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

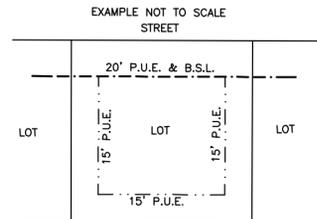
COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

CARPOL SUBDIVISION

A subdivision of 12.846 acres out of the Andrew Churchill Survey A-66 in Caldwell County, Texas

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 #48055C0250E 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 #3.
- This Subdivision is serviced by Tri Community 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, public water distribution system or an approved onsite water well with a copy of the water availability study prepared in accordance with TCEQ guidelines (3.6.3.D), and electric utility availability/intent to serve letters for electricity (3.6.3.G) is completed and approved by Caldwell County Sanitation Department.
- Utilities Provided by:
ELECTRICITY: Bluebonnet Electric Cooperative, Inc.
WATER: Maxwell Water Supply
- RECORD OWNERS OF LAND: Ridge View, LLC
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
DATE OF PREPARATION: February 2023
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- The monumented South line of the parcel shown recorded in Instrument #2022-007448 of the Official Public Records of Caldwell County, Texas was used for basis of bearing as found located using GPS Observations Grid North and NAD83 SPC TXSC ZONE 4204.
- Lot Closures-- Lot 1: 1 in 126254', Lot 2: 1 in 366114', Lot 3: 1 in 284862', Lot 4: 1 in 462872'
Boundary Closure: 1 in 509861'
- Utility Easements and Building Setback Lines are dedicated by the plat as shown in "Example" on this drawing.



NOTES

- UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING BUILDING SETBACK LINES SHALL APPLY.
FRONT STREET SIDE--20'
- UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING PUBLIC UTILITY EASEMENTS SHALL APPLY.
FRONT STREET SIDE--20'
SIDE STREET--15'
SIDE YARD--15'
REAR YARD--15'

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the Andrew Churchill Survey A-66 and being also a part of a tract of land called 13,000 acres and conveyed to Ridge View, LLC by deed recorded in Instrument #2022-007448 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 (NAD83 SPC TXSC ZONE 4204 N:13842301.72 E:2369522.84 Lat: 29°48'16.902" Lon: 97°44'07.729") in the East corner of the above mentioned 13,000 acre tract and the North line of a tract of land called 30 acres and conveyed to Nancy Falley by deed recorded in Volume 310 Page 136 of the Deed Records of Caldwell County, Texas and the South corner of a tract of land called 24.197 acres and conveyed to Panacea Senior Living Danny Kay LLC by deed recorded in Instrument #2022-003900 of the said Official Public Records for the East corner this tract.

THENCE with the South line of the said 13,000 acre tract for the following two (2) courses:

(1) **S 79°54'21" W** with the apparent North line of the said Falley 30 acre tract **623.10 feet** to a 3/4" iron pipe found in the NW corner of the said Falley tract and the apparent NE corner of a tract of land called 10.0135 acres and conveyed to Steven E. Pegg et al by deed recorded in Volume 383 Page 608 of the said Official Public Records for an angle point this tract.

(2) **S 79°30'14" W** with the North line of the said 10.0135 acre tract **764.52 feet** to a capped 1/2" iron pin set in the newly dedicated SE line of Political Road for the SW corner this tract and from which point a 3/8" iron pin found used for basis of bearing (NAD83 SPC TXSC ZONE 4204 N:13842052.31 E:2368152.65 Lat: 29°48'14.579" Lon: 97°44'23.312") marking the original SW corner of the said 13,000 acre tract bears S 79°30'14" W 5.08 feet.

THENCE N 25°36'13" E with the newly dedicated SE line of Political Road and over and across the said 13,000 acre tract **998.86 feet** to a capped 1/2" iron pin set stamped HINKLE SURVEYORS in the NE line of the said 13,000 acre tract and the SW line of the said 24.197 acre tract for the North corner this tract and from which point a capped iron pin found stamped HINKLE SURVEYORS marking the North corner of the said 13,000 acre tract bears N 55°03'22" W 8.61 feet.

THENCE S 55°03'22" E with the NE line of the said 13,000 acre tract and the SW line of the said 24.197 acre tract **1138.85 feet** to the place of beginning containing **12.846 acres** of land more or less.

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat described in Instrument #2022-007448 of the Official Public Records of Caldwell County, Texas and designated as CARPOL SUBDIVISION in the Andrew Churchill Survey A-66 in 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 _____
RIDGE VIEW, LLC
JOSE C. CARRILLO
5038 STATE PARK ROAD
LOCKHART, TX 78644

DATE _____
RIDGE VIEW, LLC
DAVID CARRILLO
5920 STATE PARK ROAD
LOCKHART, TX 78644

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by JOSE C. CARRILLO,
Representative for RIDGE VIEW, LLC.

STATE OF _____
Notary Public in and for the State of Texas

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by DAVID CARRILLO,
Representative for RIDGE VIEW, LLC.

STATE OF TEXAS
COUNTY OF CALDWELL
Notary Public in and for the State of Texas

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

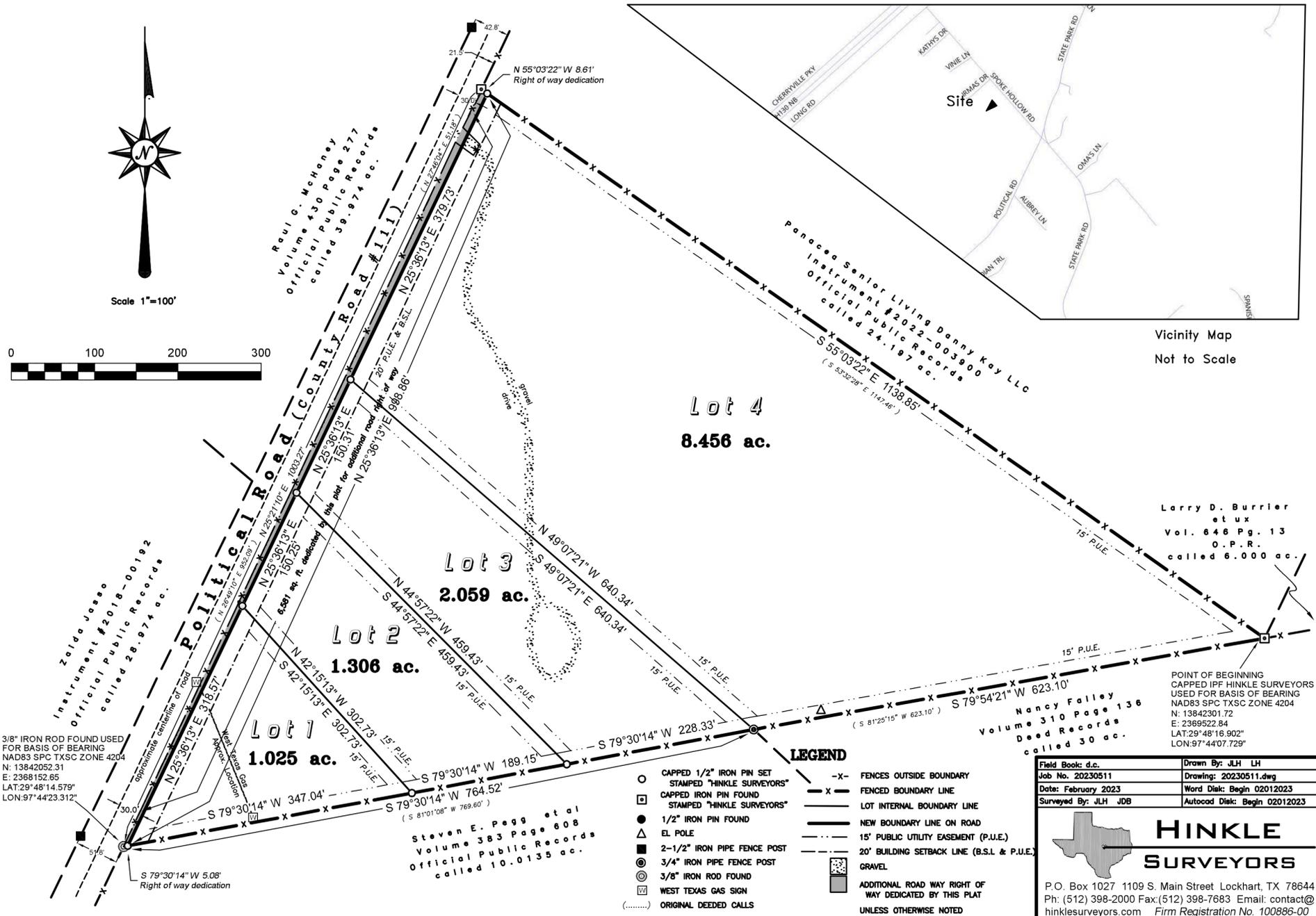
I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the _____ day of _____, 20____, to be recorded in the Plat Records 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





November 1, 2022

Jose Carrillo
5938 State Park Rd
Lockhart, TX 78644

Re: 285 Political Rd, Lockhart, TX 78644

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

If you have any questions regarding this request, please contact a new service coordinator at 800-842-7708, option 3 or email newservice@bluebonnet.coop.

Sincerely,

Jennifer Martin

Manager, Member Services

285 Political Rd - 4 Water Meters

NOTES

RECEIPT

DATE: 11/21/23 NO. 025400

RECEIVED FROM Jose C. Canillo

ADDRESS 285 Political Rd.

4 meters \$ 27,266.00

FOR Maxwell SLD CHK #: 1318

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>27,266.00</u>
BALANCE DUE		MONEY ORDER	

BY Chelera Priller
©2001 REDIFORM R 11016

Jose Canillo
512--781-9613

6,750 each



GALLEGOS ENGINEERING, INC.

Firm No. F-003084

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH

MEMORANDUM

DATE: October 3, 2022

TO: Justin Ivicic, General Manager
Maxwell Special Utility District

FROM: Richard M. Gallegos, P.E.
President, Gallegos Engineering, Inc. 

SUBJECT: Feasibility Study for Water Service to Ridge View Sub. (4 LUE's)

The applicant has requested that the Maxwell Special Utility District (MSUD) provide water service to a 13 acre tract (4 LUE) located within Maxwell's CCN boundary. The subdivision is located on the east side of Political Road just south of FM 20.

Our analysis indicates that there is sufficient capacity in the existing 4-inch water main to meet the domestic demands of 4 LUE's based on Maxwell's historical peak demand.

Any dead-end water mains will require automatic flush valves. Once we are provided more detailed water/utility plans we can analyze the internal mains to ensure fire flow capabilities. Any stub out streets built for future road connectivity will be constructed with the appropriate water main ready for future connection.

Based on the new subdivision growth in the water system this development will require participation into the total water storage capacity fee and a water supply fee.

We recommend that the General Manager approve this request, provided the Owner is aware that actual water service to the subdivision will require an executed water service agreement with MSUD and compliance with the requirements set forth in MSUD's Rate Order, which includes the payment of all applicable fees.

Caldwell County Development Application



Date Submitted

3-13-2023

Type of Application

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

Application Contacts

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

Ridge View LLC
Jose Carrillo
5958 State Park Road
Lockhart TX 78644
512-781-9613
josecc1@comcast.net

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

same as above

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

Jose Carrillo 512-781-9613
josecc1@comcast.net

Linda Hinkle 512-398-2000
contact@hinklesurveyors

4. Consultants (*If applicable)

none

Licensed Professional Engineer*:

none

Registered Professional Land Surveyor*:

Jerry L Hinkle
PO BOx 1027
Lockhart TX 78644
RPLS 5459
contact@hinklesurveyors.com
512-398-2000

Registered Sanitarian*:

none

Geoscientists*:

none

Application Questionnaire

Property Address (or approximate location)

285 Political Road

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

Andrew Churchill Survey A-66

Parcel Tax ID Number

87036

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

Anticipated wastewater system in the development

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

Project Description

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

CARPOLSubdivision

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

n/a

Total Acreage of Subject Property

12.846 acres

Total Proposed Residential Lots

4

Total Proposed Commercial Lots

none

Type of Construction

residential

Has Appropriate Application Checklist been attached?

- Yes
 No

Owner's Certification

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

Owner Name: Ridge View LLC Phone Number: 512 781 9613

Applicant Name: Jose Carrillo Phone Number: same

Owner Email: Jose.c.1@comcast.net

Owner Signature: Jose Carrillo Biggs

Political Rd Sub
CARPO1

Caldwell County Development Submittal Requirements and Checklists

Short Form Final Plat Checklist

- X Date of Pre-Application Conference 11-14-22
- 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) A 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 (Refer to current Caldwell County Fee Schedule)
- Tax Certificates (3.6.3.I)
- Copy of deed(s)
- 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 reports for the outboundary, each lot, and ROW to be dedicated (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.
- X 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.
- X Identification of proposed and permitted land uses other than single family residential.
- X 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.
- X 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.

Caldwell County Development Submittal Requirements and Checklists

Certificates and Acknowledgments to be provided with Short Form Final Plat

X 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)

X 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.

MSA 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.

MSA For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.

MSA Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.

X 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.

X 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.

MSA 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.

MSA 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."

MSA 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."

X 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"

X 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.

X If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.

X 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.

Capital Title
GF# 22-109560-47

Warranty Deed with Vendor's Lien

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.

Dtc. September 20th 2022

Grantor: Federico Grimaldo Jr., a single person

Grantor's Mailing Address: 716 5th St, Lockhart TX 78644

Grantee: Ridge View, LLC, a Texas limited liability company

Grantee's Mailing Address: 5938 State Park Rd, Lockhart, TX 78649

Consideration:
Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of Sage Capital Bank in the principal amount of \$273,000.00 (Two Hundred Seventy Two Thousand and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Sage Capital Bank and by a first-ten deed of trust of even date from Grantee to J. M. Rankin, III, trustee.

Property (including any improvements)
All of a certain tract of parcel of land situated in Caldwell County, Texas and being part of the Andrew Church II Survey A-64 and being a part of a tract of land called 36.992 acres and conveyed to Erasmo McLanney, Jr. by deed recorded in Volume 430 Page 282 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" iron pin found and for basis of bearing to the West corner of the above mentioned 36.992 acre tract and the SE line of Political Road (County Road #11) and the apparent most Northern West corner of a tract of land called 10.0134 acres and conveyed to Steven Pegg by deed recorded in Volume 167 Page 608 of the said Official Records for the West corner this tract.

THENCE with the NW line of the said 36.992 acre tract and the SE line of Political Road to the following two (2) courses:

- 1) N 26 degrees 49 minutes 12 seconds E 952.09 feet to an 8" cedar fence post found for an angle point this tract
- 2) N 27 degrees 46 minutes 01 seconds E 51.18 feet to a capped 1/2" iron pin set in the West line of the said 36.992 acre tract for the North corner this tract

THENCE S 53 degrees 37 minutes 28 seconds E over and across the said 36.992 acre tract 147.46 feet to a capped 1/2" iron pin set in the SE line of the said 36.992 acre tract and the apparent NW line of a tract of land called 30 acres and conveyed to Nancy Fajry by deed recorded in Volume 310 Page 136 of the said Official Records of Caldwell County, Texas for the East corner this tract.

THENCE S 81 degrees 25 minutes 15 seconds W with the SW line of the said 36.992 acre tract and the apparent NW line of the above mentioned 30 acre tract 623.12 feet to a 1/2" iron pipe found for basis of bearing to the apparent West corner of the said 30 acre tract and the apparent North corner of the above mentioned 10.0134 acre tract for an angle point this tract.

THENCE S 81 degrees 01 minutes 08 seconds W with the SW line of the said 36.992 acre tract and the apparent NW line of the said 10.0134 acre tract 769.50 feet to the place of beginning containing 13.360 acres of land in more or less.

Reservations from Conveyance Note

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in County Clerk's Office of Caldwell County, Texas.

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

The Vendor's Lien against and Superior Title to the Property are retained until the Note described is fully paid according to its terms, at which time this Deed will become absolute. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold, and conveyed to the gracee of the Note, and the successors and assigns of the payee.

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

EXECUTED this 20 day of September, 2022

[Signature]
Federico Grimaldo Jr.

THE STATE OF Texas
COUNTY OF Caldwell

I, the undersigned, a Notary Public, the foregoing instrument was acknowledged on 20th day of September, 2022 by Federico Grimaldo Jr. who personally appeared before me, and who is known to me through TXDL photo ID to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.



[Signature]
NOTARY PUBLIC, STATE OF
TEXAS

FOR RECORDING, RETURN TO:
Capital Title
203 South Main Street
Rockport, TX 78644

PREPARED IN THE LAW OFFICE OF
Shelton & Associates, P.C.
2420 N. Dallas Parkway, Ste. 560
Parsippany, Texas 75091

Property

Account

Property ID: 87036
 Geographic ID: 0100066-144-051-00
 Type: Real
 Property Use Code:
 Property Use Description:

Legal Description: A066 CHURCHILL, ANDREW, ACRES 13.0
 Zoning:
 Agent Code:

Location

Address: 285 POLITICAL RD
 LOCKHART, TX 78644
 Neighborhood: RURAL FM 20 W-CALLIHAN RD-WESTWOOD RD AREA
 Neighborhood CD: 4140

Mapsco: 02-385
 Map ID: 02-385

Owner

Name: RIDGE VIEW LLC
 Mailing Address: 5938 STATE PARK RD
 LOCKHART, TX 78644-3023

Owner ID: 229960
 % 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	

Owner: RIDGE VIEW LLC
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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285 Political Rd

Write a description for your map.

- Legend**
- 📍 285 Political Rd
 - 📏 DEED
 - 📏 Feature 1
 - 📏 FINAL-AREA
 - 📏 Old Luling Rd



18. Discussion/Action to consider the approval of Subdivision Improvement Performance Bond for Tumbleweed Estates Phase 2 Subdivision in the amount of \$856,604.65.
Speaker: Judge Haden; Donald LeClerc;
Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04-25-23

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

To consider accepting the Subdivision Improvement Faithful Performance Bond for Tumbleweed Estates Phase 2 Subdivision in the amount of \$856,604.65

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? 0.00

Is a Budget Amendment being proposed? 0.00

2. Agenda Speakers:

Name	Representing	Title
(1) Hoppy Haden - County Judge		
(2) Donald Leclerc - Road Administrator		
(3) Dyrall Thomas - Commissioner (Precinct 4)		

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

4. 
Signature of Court Member

4/19/2023
Date

Bond Number: PB00320700001
Initial Premium: \$17,132.00

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, 2231 Romberg 30 LLC

_____ as Principal, and
Philadelphia Indemnity Insurance Company

a corporation organized and existing under the laws of the State of Pennsylvania and authorized to
transact a general surety business in the State of Texas, as Surety, are held and firmly bound
unto _____

Caldwell County, Texas as Oblige, in the amount of Eight Hundred Fifty-Six

Thousand Six Hundred Four and 65/100 Dollars
(\$856,604.65) lawful money of the United States of America, for the payment whereof, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Caldwell (or the City Council of the
City of _____), State of Texas, and the Principal have entered into an agreement
whereby principal agrees to install and complete certain designated public improvements described as _____

Tumbleweed Estates Phase 2 Subdivision

In Tract Number / Parcel Map No. Volume 139, Page 197 of Caldwell County, TX

WHEREAS, said Principal is required by the Oblige to furnish a bond for the faithful performance of the subject
improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in
accordance with the plans approved by the Oblige, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 10th day of April, 2023.

Principal (s):

2231 Romberg 30 LLC

By: _____

Surety:

Philadelphia Indemnity Insurance Company

By: _____

Joan Leu Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Dustin Cooper, Jacqueline L. Drey, Maura P. Kelly, Justin Tomlin, Joan Leu, Kevin Stenger and David Dominiani of First Insurance Group, LLC dba FNIC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

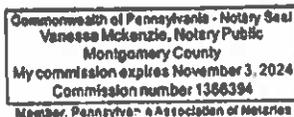
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed



Notary Public

Vanessa McKenzie

residing at

Bala Cynwyd, PA

My commission expires

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of April, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

19. EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Apple Pie. Possible Action may follow in open court. **Speaker: Judge Haden; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Apple Pie. Possible Action may follow in open court.
Speaker: Judge Haden; Backup: 1; Cost: None

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
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(1) Judge Haden

(2) _____

(3) _____

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

4. 
Signature of Court Member

4/19/2023
Date

20. EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Future. Possible Action may follow in open court. **Speaker: Judge Haden; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.087, the discussion of deliberation regarding economic development negotiations associated with Project Future. Possible Action may follow in open court.
Speaker: Judge Haden; Backup: 1; Cost: None

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
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(1)	Judge Haden		
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(2)			
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(3)			
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3. **Backup Materials:** None To Be Distributed 1 total # of backup pages
(including this page)

4. 

Signature of Court Member

4/19/2023

Date

21. EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.072, the purchase, lease, exchange, or value of real property. Possible Action may follow in open court. **Speaker: Judge Haden; Backup: 1; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/25/2023

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to Texas Government Code Section 551.072, the purchase, lease, exchange, or value of real property. Possible Action may follow in open court. Speaker: Judge Haden; Backup: 1; Cost: None

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) _____

(3) _____

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

4. 
Signature of Court Member

4/19/2023
Date

22. Discussion/Action to remove from consideration a potential radio tower site associated with critical radio infrastructure deployment. **Speaker: Commissioner Westmoreland; Backup: 1; Cost: None**

23. 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.