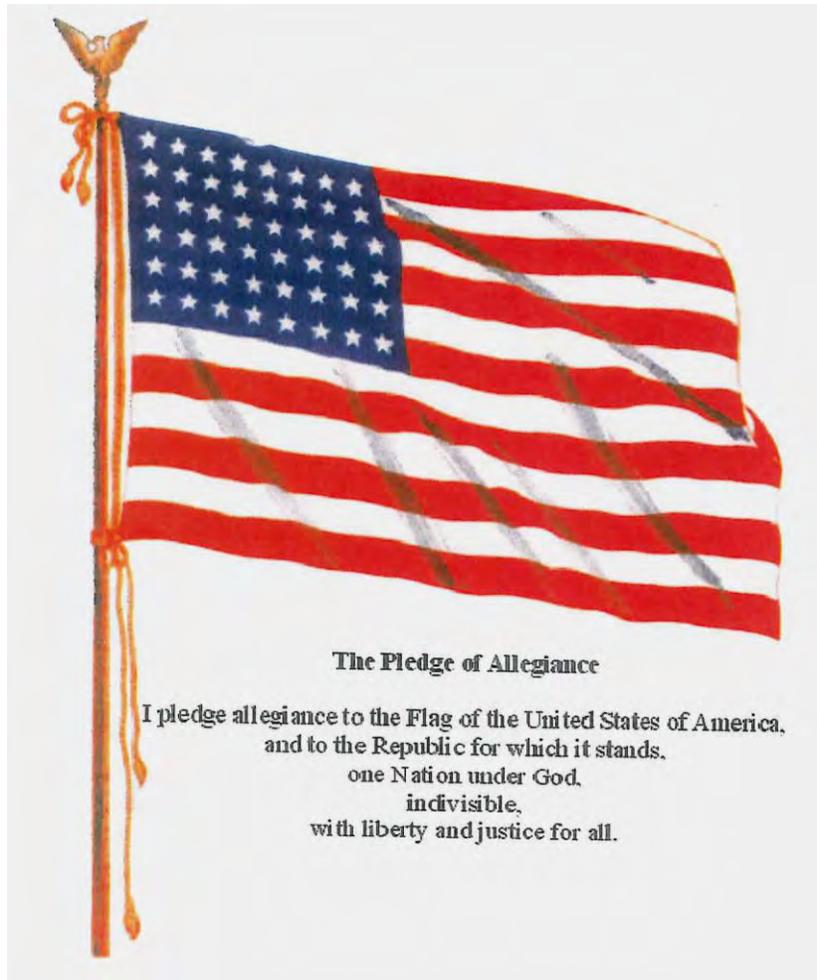


# **COMMISSIONER'S COURT AGENDA**

**May 12, 2020**

# 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 in the amount of \$303,802.41; Backup: 23**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Approve payment of County invoices and County Purchase Orders in the amount of \$303,802.41

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
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(1) Judge Haden

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

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

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

4.   
Signature of Court Member

Date 5/8/2020



Caldwell County, TX

# Payment Register

APPKT03999 - 5/12/2020 A/P RUN/PO

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

<b>Vendor Number</b> <u>AG-PRO</u>	<b>Vendor Name</b> AG-PRO COMPANIES				<b>Total Vendor Amount</b> 757.60
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	757.60		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>P42482</u>	ACCT # CALDW005 ORDER # 132331 ENGINE FILTER	04/16/2020	05/12/2020	0.00	573.92
<u>P42742</u>	ACCT # CALDW005 ORDER # 132574 SENSOR	04/22/2020	05/12/2020	0.00	183.68

<b>Vendor Number</b> <u>AMAERW</u>	<b>Vendor Name</b> AMANDA ERWIN				<b>Total Vendor Amount</b> 3,047.27
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	3,047.27		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>2018-309</u>	CAUSE # 2018-309 VICTOR OBALLE	04/20/2020	05/12/2020	0.00	3,047.27

<b>Vendor Number</b> <u>SETCOL</u>	<b>Vendor Name</b> ASCENSION SETON LKT FAMILY HEALTH CENTER				<b>Total Vendor Amount</b> 130.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	130.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>ID # 648559</u>	ACCT# 4911857V8363 GARCIA, CHRISTOPHER M 2/18/9	04/06/2020	05/12/2020	0.00	65.00
<u>ID # 656561</u>	ACCT # 491512V8363 WATTS, DANIEL E. DOB: 9/18/96	04/07/2020	05/12/2020	0.00	65.00

<b>Vendor Number</b> <u>CININT</u>	<b>Vendor Name</b> AT & T MOBILITY				<b>Total Vendor Amount</b> 417.89
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	417.89		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>875648878x04232020</u>	ACCT # 875648878 3/16 - 4/15/2020	04/15/2020	05/12/2020	0.00	417.89

<b>Vendor Number</b> <u>BLUETR</u>	<b>Vendor Name</b> BLUEBONNET TRAILS MHMR				<b>Total Vendor Amount</b> 3,200.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	2,150.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>32020</u>	MARCH 2020 SERVICES	04/07/2020	05/12/2020	0.00	2,150.00
		05/05/2020	1,050.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>4082020</u>	STANDBY COVID-19 APPOINTMENTS	04/08/2020	05/12/2020	0.00	1,050.00

<b>Vendor Number</b> <u>BRAMAT</u>	<b>Vendor Name</b> BRAUNTEX MATERIALS, INC.				<b>Total Vendor Amount</b> 24,667.94
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	24,667.94		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>109023</u>	ACCT # 1600 1700 FM 2720	04/13/2020	05/12/2020	0.00	24,667.94

<b>Vendor Number</b> <u>CAROHL</u>	<b>Vendor Name</b> CARL R. OHLENDORF INSURANCE				<b>Total Vendor Amount</b> 50.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
		05/05/2020	50.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>17536</u>	POLICY # 64656404 AMY HORNE ACCT # CALDW01	04/21/2020	05/12/2020	0.00	50.00

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>SPEBUS</u>	CHARTER COMMUNICATIONS HOLDINGS, LLC					11,651.90
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						05/05/2020    11,651.90
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0000426040820</u>	ACCT # 8260 16 300 0000426    3/25 - 4/24/20	04/08/2020	05/12/2020	0.00	11,651.90	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CINTAS</u>	CINTAS CORPORATION #86					3,703.91
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						05/05/2020    3,703.91
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>4047048680</u>	SOLD TO # 13232687 PAYER # 13243034	04/02/2020	05/12/2020	0.00	154.07	
<u>4047048688</u>	SOLD TO: 13228849 PAYER: 13243034	04/02/2020	05/12/2020	0.00	398.60	
<u>4047048713</u>	SOLD TO: 13232664 PAYER # 13243034	04/02/2020	05/12/2020	0.00	264.78	
<u>4047048738</u>	SOLD TO # 13228085 PAYER # 13242165	04/02/2020	05/12/2020	0.00	80.44	
<u>4047620888</u>	SOLD TO # 13232687 PAYER # 13243034	04/09/2020	05/12/2020	0.00	154.07	
<u>4047620897</u>	SOLD TO # 13232664 PAYER # 13243034	04/09/2020	05/12/2020	0.00	275.31	
<u>4047620909</u>	SOLD TO # 13228085 PAYER # 132282165	04/09/2020	05/12/2020	0.00	80.44	
<u>4047620996</u>	SOLD TO # 13228849 PAYER # 13228849	04/09/2020	05/12/2020	0.00	398.60	
<u>4048194309</u>	SOLD TO # 13232664 PAYER # 13243034	04/16/2020	05/12/2020	0.00	269.33	
<u>4048194311</u>	SOLD TO # 13232687 PAYER # 13243034	04/16/2020	05/12/2020	0.00	154.07	
<u>4048194410</u>	SOLD TO # 13228085 PAYER # 13242165	04/16/2020	05/12/2020	0.00	80.44	
<u>4048194449</u>	SOLD TO # 13228849 PAYER # 13243034	04/16/2020	05/12/2020	0.00	398.60	
<u>4048754475</u>	SOLD TO # 13232664 PAYER # 13243034	04/23/2020	05/12/2020	0.00	264.78	
<u>4048754507</u>	SOLD TO # 13232687 PAYER # 13243034	04/23/2020	05/12/2020	0.00	154.07	
<u>4048754544</u>	SOLD # 13228085 PAYER # 13242165	04/23/2020	05/12/2020	0.00	80.44	
<u>4048754554</u>	SOLD TO # 13228849 PAYER # 13243034	04/23/2020	05/12/2020	0.00	398.60	
<u>4048754643</u>	SOLD TO: 13228013 PAYER # 13242157	04/23/2020	05/12/2020	0.00	97.27	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CLESUP</u>	CLERK,SUPREME COURT					470.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						05/05/2020    235.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2020-2021</u>	FREDERICK C. SCHNEIDER FOR 2020-2021	05/04/2020	05/12/2020	0.00	235.00	
Check						05/05/2020    235.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2020-21</u>	BARBARA L. MOLINA MEMBERSHIP DUE FOR 2020-2021	05/04/2020	05/12/2020	0.00	235.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CMLSEC</u>	CML SECURITY, LLC					65,500.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						05/05/2020    65,500.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>221450-004</u>	CML Final Payment Portion Jail Cell Repairs	01/20/2020	05/12/2020	0.00	65,500.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>COLMAT</u>	COLORADO MATERIALS, LTD.					66,270.76
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b> <b>Payment Amount</b>
Check						05/05/2020    66,270.76
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>288468</u>	CUT # 1405 REED CREEK DRIVE	04/18/2020	05/12/2020	0.00	29,950.27	
<u>288983</u>	CUST # 1405 HOMANNVILLE TR.	04/25/2020	05/12/2020	0.00	36,320.49	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Number	Vendor Name					Total Vendor Amount
<u>COMPRI</u>	COMAL COUNTY PRINT SHOP					53.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	53.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>016</u>	1 CASE CUSTOM PRINTING - ENVELOPE, PLAIN, CS - CA	03/22/2020	05/12/2020	0.00	53.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>COMTRE</u>	COMAL COUNTY TREASURER'S OFFICE					4,298.40
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	4,298.40
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2020A</u>	COUNTY 12% FOR JAN, FEB, & MAR 2020	04/08/2020	05/12/2020	0.00	4,298.40	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>COOCOR</u>	COOKS CORRECTIONAL					186.49
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	186.49
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>N642979</u>	CUST # 78644-1 STANDARD WEIGHT ALUMINUM	04/09/2020	05/12/2020	0.00	186.49	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CRAINC</u>	CRAFCO, INC					5,500.21
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	5,500.21
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>94002230530</u>	Polyflex 3, Apron, Gloves, Squeegees	04/14/2020	05/12/2020	0.00	277.65	
<u>9402215382</u>	Polyflex 3, Apron, Gloves, Squeegees	03/13/2020	05/12/2020	0.00	96.72	
<u>9402216160</u>	Polyflex 3, Apron, Gloves, Squeegees	03/16/2020	05/12/2020	0.00	4,815.00	
<u>9402216161</u>	Polyflex 3, Apron, Gloves, Squeegees	03/16/2020	05/12/2020	0.00	310.84	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DARLAW</u>	DARLA LAW					156.40
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	156.40
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>4302020</u>	MILEAGE FOR APRIL 2020	04/30/2020	05/12/2020	0.00	156.40	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DJSOJ</u>	DARLON JAMES SOJAK					175.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	175.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>PRE-INDICT</u>	LUZ MARIA VELAZGNEZ	04/14/2020	05/12/2020	0.00	175.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DEWPOT</u>	DEWITT POTHS & SON					455.55
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					05/05/2020	455.55
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>604113-1</u>	CUST # 12430 WIPES, DISINFECTING	04/29/2020	05/12/2020	0.00	12.10	
<u>605094-0</u>	CUST # 12430 DVD+RW, 4.7GB, 4X, 30PK	04/16/2020	05/12/2020	0.00	30.68	
<u>605392-0</u>	CUST # 12430 REGISTER, CHECK & DEP	04/21/2020	05/12/2020	0.00	189.54	
<u>605507-0</u>	CUST # 12430 1 GL SANITIZER	04/22/2020	05/12/2020	0.00	75.00	
<u>605533-0</u>	CUST # 12430 FILE, WALL, 3PK, HNG, ME	04/22/2020	05/12/2020	0.00	53.61	
<u>606333-0</u>	CUST # 12430 NAME PLATE CAROLOYN CARO	04/27/2020	05/12/2020	0.00	39.00	
<u>606347-0</u>	CUST # 12430 BOX, STORAGE, BINDER B CT	04/27/2020	05/12/2020	0.00	130.62	
<u>C 605507-0</u>	CUST # 12430 1 GL SANITIZER	04/29/2020	04/29/2020	0.00	-75.00	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b> <u>DOBSUP</u>	<b>Vendor Name</b> DOBIE SUPPLY, LLC					<b>Total Vendor Amount</b> 47.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>28443</u>	MAILBOX BRACKET	04/24/2020	05/12/2020	05/05/2020   47.00
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   47.00

<b>Vendor Number</b> <u>ERGASP</u>	<b>Vendor Name</b> ERGON ASPHALT AND EMULSIONS, INC.					<b>Total Vendor Amount</b> 3,532.26
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>9402234098</u>	PROJ DESCRIPTION: BID # 19CCP02B / CALDWELL COUNT	04/21/2020	05/12/2020	05/05/2020   3,532.26
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   3,532.26

<b>Vendor Number</b> <u>FARBRO</u>	<b>Vendor Name</b> FARMER BROTHERS. CO.					<b>Total Vendor Amount</b> 560.88
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>70028728</u>	ACCT # 6302473 ICE TEA / COFFEE / CREAMER	04/23/2020	05/12/2020	05/05/2020   560.88
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   560.88

<b>Vendor Number</b> <u>FERJOS</u>	<b>Vendor Name</b> FERRIS JOSEPH PRODUCE, INC.					<b>Total Vendor Amount</b> 1,005.47
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>112884</u>	ICEBERG 24 CT	04/14/2020	05/12/2020	05/05/2020   20.50
		<u>112892</u>	ICEBERG 24 CT	04/15/2020	05/12/2020	0.00   82.00
		<u>112909</u>	RED CABBAGE LB	04/16/2020	05/12/2020	0.00   30.30
		<u>112912</u>	AA MED 15 DOZ EGGS	04/17/2020	05/12/2020	0.00   299.00
		<u>112940</u>	25 LB 6X6 TOMATOES CASE	04/18/2020	05/12/2020	0.00   64.50
		<u>112949</u>	ICEBERG 24 CT	04/20/2020	05/12/2020	0.00   90.50
		<u>112968</u>	RED CABBAGE LB	04/23/2020	05/12/2020	0.00   42.30
		<u>112978</u>	CILANTRO EA	04/24/2020	05/12/2020	0.00   150.87
		<u>112998</u>	25 LB 6X6 TOMATOES CASE	04/25/2020	05/12/2020	0.00   105.50
		<u>113003</u>	ICEBERG 24 CT	04/27/2020	05/12/2020	0.00   84.00
		<u>113012</u>	ICEBERG 24 CT	04/28/2020	05/12/2020	0.00   36.00

<b>Vendor Number</b> <u>FUEMAN</u>	<b>Vendor Name</b> FLEETCOR TECHNOLOGIES, INC					<b>Total Vendor Amount</b> 7,225.96
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>NPS8110774</u>	ACCT # BG114286 3/23 - 4/19/2020	04/27/2020	05/12/2020	05/05/2020   7,225.96
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   7,225.96

<b>Vendor Number</b> <u>BUTBAK</u>	<b>Vendor Name</b> FLOWERS BAKING CO. OF SAN ANTONIO					<b>Total Vendor Amount</b> 633.60
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>2038387528</u>	CUST # 0040078309 MIC 20 7" FL TOR	04/14/2020	05/12/2020	05/05/2020   315.36
		<u>2038387625</u>	CUST # 0040078309 MIC 20 7" FL TOR	04/21/2020	05/12/2020	0.00   318.24

<b>Vendor Number</b> <u>GALL'S</u>	<b>Vendor Name</b> GALL'S, LLC					<b>Total Vendor Amount</b> 185.97
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payment Date</b> <b>Payment Amount</b>
		<u>015042041</u>	ACCT # 1002239817 WOMEN'S S/S PDU RAPID SHIRT	02/18/2020	05/12/2020	05/05/2020   185.97
		<u>015388049</u>	ACCT # 1002239817 MENS S/S PDU RAPID SHIRT	04/01/2020	05/12/2020	0.00   61.99
						<b>Discount Amount</b> <b>Payable Amount</b>
						0.00   123.98

Payment Register

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b> <u>HAEKEN</u>	<b>Vendor Name</b> HAELY KENNEY					<b>Total Vendor Amount</b> 120.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	120.00			
<b>Payable Number</b> <u>4202020</u>	<b>Description</b> 6 ATTEMPTS TO PURCHASE TOBACCO	<b>Payable Date</b> 04/20/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 120.00	

<b>Vendor Number</b> <u>HOFSUP</u>	<b>Vendor Name</b> HOFMANN'S SUPPLY					<b>Total Vendor Amount</b> 90.42
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	90.42			
<b>Payable Number</b> <u>496735</u>	<b>Description</b> CUST # 01734 ACETYLENE 75 CUFT C/O	<b>Payable Date</b> 04/23/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 87.47	
<u>496794</u>	CUST # 01734 ACETYLENE 75 CUFT C/O	04/24/2020	05/12/2020	0.00	2.95	

<b>Vendor Number</b> <u>HOLCAS</u>	<b>Vendor Name</b> HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					<b>Total Vendor Amount</b> 4,239.31
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	4,239.31			
<b>Payable Number</b> <u>PCMA0042622</u>	<b>Description</b> CUST # 0203700 BUSHING PIMA0327893	<b>Payable Date</b> 03/20/2020	<b>Due Date</b> 03/20/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> -43.32	
<u>WIESQ122686</u>	CUST # 0203930 REMOVE AND INSTALL PUMP	04/20/2020	05/12/2020	0.00	2,332.63	
<u>WIEZ0022659</u>	CUST # 0203930 OREVENTIVE MAINTENANCE PM2 500	04/09/2020	05/12/2020	0.00	1,950.00	

<b>Vendor Number</b> <u>HOMCAM</u>	<b>Vendor Name</b> HOMER P. CAMPBELL					<b>Total Vendor Amount</b> 1,610.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	1,610.00			
<b>Payable Number</b> <u>16-159</u>	<b>Description</b> CAUSE # 16-159 & 229 MICHAEL PETERS	<b>Payable Date</b> 04/21/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 750.00	
<u>18-247</u>	CAUSE # 18-247 & 246 GABRIEL WISNIEWSKI	04/21/2020	05/12/2020	0.00	860.00	

<b>Vendor Number</b> <u>JANMUS</u>	<b>Vendor Name</b> JAN FORD MUSTIN PH.D, P.C.					<b>Total Vendor Amount</b> 590.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	295.00			
<b>Payable Number</b> <u>1627</u>	<b>Description</b> CLIENT: WATTS, DANIEL / TCOLE EVALUATION	<b>Payable Date</b> 04/10/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 295.00	
<b>Payable Number</b> <u>1628</u>	<b>Description</b> CLIENT: GARCIA, CHRISTOPHER M. / TCOLE EVALUATION	<b>Payable Date</b> 04/10/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 295.00	

<b>Vendor Number</b> <u>JOHHIN</u>	<b>Vendor Name</b> JOHN HINDERA					<b>Total Vendor Amount</b> 1,350.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	1,350.00			
<b>Payable Number</b> <u>18-051_1</u>	<b>Description</b> CASUE # 18-051 & 19-096 BRYON LEIJA	<b>Payable Date</b> 04/16/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 700.00	
<u>19-093</u>	CAUSE # 19-093 CHRISTOPHER POWELL-SMITH	04/23/2020	05/12/2020	0.00	650.00	

<b>Vendor Number</b> <u>JOHJUA</u>	<b>Vendor Name</b> JOHN JUAREZ					<b>Total Vendor Amount</b> 54.96
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
		05/05/2020	54.96			
<b>Payable Number</b> <u>4242020</u>	<b>Description</b> WALMART REFUND	<b>Payable Date</b> 04/20/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 54.96	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b> <u>JOHPAI</u>	<b>Vendor Name</b> JOHNNY & SON'S, LLC					<b>Total Vendor Amount</b> 500.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 500.00
<b>Payable Number</b> <u>RO # 18166</u>	<b>Description</b> 2018 F150 XL SUPER CREW 4WD W/6 5' BOX	<b>Payable Date</b> 03/19/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 500.00

<b>Vendor Number</b> <u>10-8VID</u>	<b>Vendor Name</b> JUBAL RAGSDALE					<b>Total Vendor Amount</b> 3,990.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 3,990.00
<b>Payable Number</b> <u>8523</u>	<b>Description</b> QUAD HD AND WIFI CAPABLE DVR-2 CAMERAS	<b>Payable Date</b> 01/15/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 3,990.00

<b>Vendor Number</b> <u>KARMED</u>	<b>Vendor Name</b> KAREN MEDLOCK					<b>Total Vendor Amount</b> 19.55
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 19.55
<b>Payable Number</b> <u>4212020</u>	<b>Description</b> MILEAGE FOR APRIL 2020	<b>Payable Date</b> 04/21/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 19.55

<b>Vendor Number</b> <u>KASMIL</u>	<b>Vendor Name</b> KASI MILES					<b>Total Vendor Amount</b> 29.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 29.00
<b>Payable Number</b> <u>4302020</u>	<b>Description</b> REFUND FOR FUEL	<b>Payable Date</b> 04/30/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 29.00

<b>Vendor Number</b> <u>LIVFEE</u>	<b>Vendor Name</b> LIVENGOOD FEED STORE					<b>Total Vendor Amount</b> 142.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 142.00
<b>Payable Number</b> <u>LOINV000206353</u>	<b>Description</b> ACCT # 1C250 20% STOCKMAN'S RANGE CUBES	<b>Payable Date</b> 04/11/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 142.00

<b>Vendor Number</b> <u>LOCTRU</u>	<b>Vendor Name</b> LOCKHART HARDWARE					<b>Total Vendor Amount</b> 272.34
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 272.34
<b>Payable Number</b> <u>32596 /1</u>	<b>Description</b> CUST # 11239 ASPR INT SG TNT MB 1 GAL	<b>Payable Date</b> 04/02/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 141.90
<u>32767 /1</u>	CUST # 11239 ACE TOP SOIL 40 #	04/20/2020	05/12/2020	0.00		20.72
<u>32774 /1</u>	CUST # 11239 SPRYPAIN GLOSS BLACK 12 OZ	04/20/2020	05/12/2020	0.00		37.99
<u>32775 /1</u>	CUST # 11239 ACE TOP SOIL 40 #	04/20/2020	05/12/2020	0.00		15.54
<u>32784 /1</u>	CUST # 11239 PVC COUP S40 3/4" COMP	04/21/2020	05/12/2020	0.00		30.54
<u>32815 /1</u>	CUST # 11239 SPLYFCT 3/8 X 1/2 X 24 SS LL	04/23/2020	05/12/2020	0.00		25.65

<b>Vendor Number</b> <u>LOCMQI</u>	<b>Vendor Name</b> LOCKHART MOTOR CO.,INC.					<b>Total Vendor Amount</b> 2,568.65
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020		<b>Payment Amount</b> 2,568.65
<b>Payable Number</b> <u>T46857</u>	<b>Description</b> CUST # 3810 SPARK PLUG	<b>Payable Date</b> 04/08/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00		<b>Payable Amount</b> 354.34
<u>T46897</u>	CUST # 3810 CATALYST	04/23/2020	05/12/2020	0.00		1,359.04
<u>T46930</u>	CUST # 3810 CATALYST - MANIFOLD	04/28/2020	05/12/2020	0.00		855.27

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LONJNT</u>	LONGHORN INTERNATIONAL TRUCKS, LTD.					8,153.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	8,153.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>R301011414:01</u>	#106166 2013 INTERNATIONAL JOB #1 12--00 ENGINES	04/15/2020	05/12/2020	0.00	8,153.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>JCOJAN</u>	M.B. HAMMO ENTERPRISES, LLC					1,843.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	1,843.40	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>8346</u>	TOILET PAPER REGULAR / ROSES	04/15/2020	05/12/2020	0.00	1,008.51	
<u>8370</u>	TOILET PAPER REGULAR/ ROSES	04/22/2020	05/12/2020	0.00	834.89	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>OBAFUN</u>	O'BANNON FUNERAL HOME					1,500.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	1,500.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>40720</u>	KENNETH DAVENPORT / DOD: 4/07/20 DOS: 4/10/20	04/10/2020	05/12/2020	0.00	900.00	
<u>4172020</u>	NICOLAS ARIES / DOD: 4/17/20 DOS: 4/17/20	04/17/2020	05/12/2020	0.00	600.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>O'REIL</u>	O'REILLY AUTOMOTIVE, INC.					113.67
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	113.67	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>0642-326861</u>	CUST # 188092 COP BOOT	04/01/2020	05/12/2020	0.00	35.04	
<u>0642-326869</u>	CUST # 188092 IGNITION COIL	04/01/2020	05/12/2020	0.00	41.79	
<u>0642-327738</u>	CUST # 188092 HEATER HOSE	04/07/2020	05/12/2020	0.00	8.85	
<u>0642-330418</u>	CUST # 188092 LOGIC PROBE	04/21/2020	05/12/2020	0.00	27.99	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC					48.75
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	48.75	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>5914</u>	S.O. # 5914 ORANGE SAND GAB - EMPTY	04/14/2020	05/12/2020	0.00	48.75	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PETTRA</u>	PETROLEUM TRADERS CORPORATION					2,717.54
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	2,717.54	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>1537117</u>	ACCT # 990644/1 ULTRA LOW SULFUR # 2	04/27/2020	05/12/2020	0.00	2,717.54	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PFGTEM</u>	PFG-TEMPLE					3,920.91
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	3,920.91	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>9864090</u>	CUST # 435577 DRY GROCERY / FROZEN	04/16/2020	05/12/2020	0.00	784.70	
<u>9867338</u>	CUST # 435577 DRY GROCERY / FROZEN	04/20/2020	05/12/2020	0.00	920.92	
<u>9870427</u>	CUST # 435577 DRY GROCERY / FROZEN	04/23/2020	05/12/2020	0.00	1,072.13	
<u>9873429</u>	CUST # 435577 DRY GROCERY / FROZEN	04/27/2020	05/12/2020	0.00	1,143.16	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PHITUR</u>	PHIL TURNER LAW PC					1,860.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	1,860.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>17-039</u>	CAUSE # 17-039 TAMIKA WILSON	04/17/2019	05/12/2020	0.00	500.00	
<u>19-200</u>	CAUSE # 19-200 JONATHAN ZAPATA	04/16/2020	05/12/2020	0.00	605.00	
<u>19-217</u>	CAUSE # 19-217 OKEMAH DESHAUN DURGAN	04/08/2020	05/12/2020	0.00	755.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>PRISOL</u>	PRINTING SOLUTIONS					1,389.23
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	1,389.23		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>22700</u>	STAMPS/ SELF INKING SEAL STAMP	11/14/2019	05/12/2020	0.00	63.50	
<u>22776</u>	1,500 ENVELOPES #10 REG PEEL & SEAL	12/02/2019	05/12/2020	0.00	456.98	
<u>22912</u>	15 COLOR COPIES VETERANS FAIR FLIERS	01/13/2020	05/12/2020	0.00	11.25	
<u>22944</u>	1000 BUSINESS CARDS - MICHAEL BELL	01/07/2020	05/12/2020	0.00	88.00	
<u>23150</u>	VARIOUS QTY FOR ALL JUANITA'S STAFF	03/03/2020	05/12/2020	0.00	565.00	
<u>23271</u>	500 - LETTY RAMIREZ ENVIROMENTAL	03/23/2020	05/12/2020	0.00	58.00	
<u>23319</u>	2 - NAME PLATES	03/23/2020	05/12/2020	0.00	35.00	
<u>23361</u>	SABRINA MEDINA 4911	04/10/2020	05/12/2020	0.00	20.50	
<u>23363</u>	GOLD & BLACK INK PREMIUM #100 STOCK	03/31/2020	05/12/2020	0.00	69.50	
<u>23365</u>	PRIMARY RUND OFF 4912	04/08/2020	05/12/2020	0.00	21.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>QUAFIN</u>	QUADIENT FINANCE USA, INC					162.54
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	61.27		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14142020</u>	ACCT # 7900 0440 8010 9292 COURTHOUSE POSTAGE	04/14/2020	05/12/2020	0.00	61.27	
Check			05/05/2020	101.27		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3312020</u>	ACCT # 7900 0440 8052 6951 SHERIFF POSTAGE	03/31/2020	05/12/2020	0.00	101.27	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>QUALEA</u>	QUADIENT LEASING USA, INC					340.68
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	340.68		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>N8262580</u>	CUST # 01054254 LEASE # N15021278 2/15 - 5/14/20	04/13/2020	05/12/2020	0.00	340.68	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>QUAMAT</u>	QUALITY MAT COMPANY					3,315.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	3,315.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>54085</u>	8'x16'x3-ply laminated mat, 100% oak Nailed & bolt	04/21/2020	05/12/2020	0.00	3,315.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>RDOEQU</u>	RDO EQUIPMENT CO.					1,838.71
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			05/05/2020	1,838.71		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>W0995923</u>	ACCT # 7269004 ENGINE CONTROL	04/15/2020	05/12/2020	0.00	1,838.71	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<b>Vendor Number</b> <u>IKONOF</u>	<b>Vendor Name</b> RICOH USA, INC.					<b>Total Vendor Amount</b> 888.28
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 888.28	
<b>Payable Number</b> <u>103543958</u>	<b>Description</b> ACCT # 505575-1010175A16 3/29 - 4/28/20	<b>Payable Date</b> 04/10/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 888.28	

<b>Vendor Number</b> <u>REDAUT</u>	<b>Vendor Name</b> SEAN MATTHEW MANN					<b>Total Vendor Amount</b> 2,630.78
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 2,630.78	
<b>Payable Number</b> <u>111925</u>	<b>Description</b> ACCT # 2010 HYDRAULIC FILTER	<b>Payable Date</b> 04/14/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 210.17	
<u>112067</u>	ACCT # 6000 NAPA FRONT BRAKE PADS	04/17/2020	05/12/2020	0.00	299.99	
<u>112082</u>	ACCT # 2010 AIR FILTER	04/17/2020	05/12/2020	0.00	601.65	
<u>112189</u>	ACCT # 2010 OIL FILTER	04/21/2020	05/12/2020	0.00	72.32	
<u>112271</u>	ACCT # 2010 CLEANER / HAND SANITIZER (COVID-19)	04/23/2020	05/12/2020	0.00	435.72	
<u>112279</u>	ACCT # 2010 30 LB 134A REFRIGERANT	04/23/2020	05/12/2020	0.00	150.99	
<u>112323</u>	ACCT # 2010 GALLON HAND SANITIZER	04/24/2020	05/12/2020	0.00	219.96	
<u>112368</u>	ACCT # 6000 NAPA FRONT BRAKE PADS	04/27/2020	05/12/2020	0.00	425.00	
<u>112370</u>	ACCT # 6000 NAPA REAR BRAKE PADS	04/27/2020	05/12/2020	0.00	214.98	

<b>Vendor Number</b> <u>SMISUP</u>	<b>Vendor Name</b> SMITH SUPPLY CO.- LOCKHART					<b>Total Vendor Amount</b> 190.20
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 190.20	
<b>Payable Number</b> <u>846290</u>	<b>Description</b> HEX NUT FULL 5/16	<b>Payable Date</b> 04/16/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 58.45	
<u>846803</u>	ALL PURPOSE SAND 60#	04/20/2020	05/12/2020	0.00	30.50	
<u>847534</u>	WIRE BRUSH W/METAL SCRAPER SH	04/24/2020	05/12/2020	0.00	91.30	
<u>847923</u>	CHEM HYDRATE LIME 50 #	04/27/2020	05/12/2020	0.00	9.95	

<b>Vendor Number</b> <u>SMILUL</u>	<b>Vendor Name</b> SMITH SUPPLY CO.-LULING					<b>Total Vendor Amount</b> 17.85
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 17.85	
<b>Payable Number</b> <u>78930</u>	<b>Description</b> WASP & HORNET KILLER 16-OZ	<b>Payable Date</b> 04/24/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 17.85	

<b>Vendor Number</b> <u>STCJCA</u>	<b>Vendor Name</b> SOUTH TEXAS COUNTY JUDGES' & COMM. ASSC					<b>Total Vendor Amount</b> 750.00
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 250.00	
<b>Payable Number</b> <u>TCP-20-1813</u>	<b>Description</b> PURCHASE ORDER # 05-6560 BARBARA SHELTON	<b>Payable Date</b> 02/14/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 250.00	
<b>Check</b>				<b>05/05/2020</b>	<b>250.00</b>	
<b>Payable Number</b> <u>TCP-20-1825</u>	<b>Description</b> PURCHASE ORDER # 05-6560 ED THERIOT	<b>Payable Date</b> 02/18/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 250.00	
<b>Check</b>				<b>05/05/2020</b>	<b>250.00</b>	
<b>Payable Number</b> <u>TCP-20-1866</u>	<b>Description</b> PURCHASE ORDER # 05-6560 JOE ROLAND	<b>Payable Date</b> 02/25/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 250.00	

<b>Vendor Number</b> <u>SOUHEA</u>	<b>Vendor Name</b> SOUTHERN HEALTH PARTNERS, INC.					<b>Total Vendor Amount</b> 23,662.51
<b>Payment Type</b> Check	<b>Payment Number</b>			<b>Payment Date</b> 05/05/2020	<b>Payment Amount</b> 23,662.51	
<b>Payable Number</b> <u>3312020</u>	<b>Description</b> CUST # 7388 OCT 2019 - SEPT 2020 OVERAGE MARCH	<b>Payable Date</b> 03/31/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 23,662.51	

Payment Register

<b>Vendor Number</b> <u>SPEPUB</u>	<b>Vendor Name</b> SPECIALIZED PUBLIC FINANCE INC.			<b>Total Vendor Amount</b> 1,500.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	1,500.00	
<b>Payable Number</b> <u>150 FY 2019</u>	<b>Description</b> FY 2019 ANNUAL DISCLOSURE FOR GENERAL OBLIGATION	<b>Payable Date</b> 04/15/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 1,500.00

<b>Vendor Number</b> <u>SPRINT</u>	<b>Vendor Name</b> SPRINT			<b>Total Vendor Amount</b> 37.99
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	37.99	
<b>Payable Number</b> <u>122236591-133</u>	<b>Description</b> ACCT # 122236591 3/17 - 4/16/2020	<b>Payable Date</b> 04/20/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 37.99

<b>Vendor Number</b> <u>SYSO</u>	<b>Vendor Name</b> SYSO CENTRAL TEXAS, INC			<b>Total Vendor Amount</b> 5,725.24
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	5,725.24	
<b>Payable Number</b> <u>413412136</u>	<b>Description</b> PAYER # 043430 JAIL KITCHEN	<b>Payable Date</b> 04/02/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 51.45
<b>Payable Number</b> <u>413438693</u>	<b>Description</b> CUST # 043430 DAIRY / FROZEN / CAN & DRY	<b>Payable Date</b> 04/17/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 970.27
<b>Payable Number</b> <u>413438694</u>	<b>Description</b> CUST # 043430 PAPER & DISP / CHEMICAL	<b>Payable Date</b> 04/17/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 171.61
<b>Payable Number</b> <u>413438695</u>	<b>Description</b> CUST # 043430 CHEMICAL & JANITORIAL	<b>Payable Date</b> 04/17/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 152.27
<b>Payable Number</b> <u>413442347</u>	<b>Description</b> CUST # 043430 DAIRY / FROZEN / CAN & DRY	<b>Payable Date</b> 04/20/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 1,017.58
<b>Payable Number</b> <u>413442348</u>	<b>Description</b> CUST # 043430 PAPER & DISP	<b>Payable Date</b> 04/20/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 187.48
<b>Payable Number</b> <u>413450979</u>	<b>Description</b> CUST # 043430 CHEMICAL & JANITORIAL	<b>Payable Date</b> 04/24/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 286.67
<b>Payable Number</b> <u>413450980</u>	<b>Description</b> CUST # 043430 DAIRY / FROZEN / CAN & DRY	<b>Payable Date</b> 04/24/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 1,146.81
<b>Payable Number</b> <u>413453796</u>	<b>Description</b> CUST # 043430 PAPER & DISP	<b>Payable Date</b> 04/27/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 65.98
<b>Payable Number</b> <u>413453797</u>	<b>Description</b> CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	<b>Payable Date</b> 04/27/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 975.47
<b>Payable Number</b> <u>413453798</u>	<b>Description</b> CUST # 043430 DAIRY	<b>Payable Date</b> 04/27/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 699.65

<b>Vendor Number</b> <u>TACEDU</u>	<b>Vendor Name</b> TEXAS ASSOCIATION OF COUNTIES			<b>Total Vendor Amount</b> 125.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	125.00	
<b>Payable Number</b> <u>236283 2020</u>	<b>Description</b> DARLA LAW - MEMBERSHIP FOR 2020	<b>Payable Date</b> 01/01/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 125.00

<b>Vendor Number</b> <u>TACRIS</u>	<b>Vendor Name</b> TEXAS ASSOCIATION OF COUNTIES			<b>Total Vendor Amount</b> 11,636.45
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	363.00	
<b>Payable Number</b> <u>NRDD-0005784</u>	<b>Description</b> CLAIM # LE200703096-1 MEMBER ID: 0280 DEWARD CU	<b>Payable Date</b> 03/19/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 363.00
<b>Payable Number</b> <u>NRDD-0005892</u>	<b>Description</b> CLAIM # PO20195782-1 MEMBER ID: 0280 MOVE TEXAS	<b>Payable Date</b> 03/19/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 8,033.17
<b>Payable Number</b> <u>NRDD-0005922</u>	<b>Description</b> CLAIM # PO20196705-1 RENE PEREZ / DOL: 7/17/19	<b>Payable Date</b> 03/19/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 3,240.28

<b>Vendor Number</b> <u>TEXENV</u>	<b>Vendor Name</b> TEXAS COMMISSION ON ENVIRNMENTAL QUALITY			<b>Total Vendor Amount</b> 2,280.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>	
		05/05/2020	2,280.00	
<b>Payable Number</b> <u>4122020</u>	<b>Description</b> ACCT # 0620034 CALDWELL COUNTY 3/31/2020	<b>Payable Date</b> 04/12/2020	<b>Due Date</b> 05/12/2020	<b>Discount Amount</b> 0.00
				<b>Payable Amount</b> 2,280.00

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Number	Vendor Name					Total Vendor Amount
<u>MOTVEH</u>	TEXAS DEPARTMENT OF MOTOR VEHICLES					361.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	361.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2004028</u>	WORK STATION	04/03/2020	05/12/2020	0.00	361.00	
<u>TEXNOT</u>	TEXAS STATE NOTARY BUREAU					48.89
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	48.89	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>125174997-1</u>	L. TORRES STAMP / BOOK	04/27/2020	05/12/2020	0.00	48.89	
<u>TRAMOR</u>	TRANQUIL MORTUARY SERVICES, LLC					260.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	260.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>ALFORD 4/24/2020</u>	TERRY ALFORD - TRANSPORT TO CENTRAL TX AUTOPSY	04/24/2020	05/12/2020	0.00	260.00	
<u>UNIFIR</u>	UNIFIRST CORPORATION					224.34
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	224.34	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>822 2301716</u>	CUST # 222727 RTE # F6140 SHERIFF'S	04/10/2020	05/12/2020	0.00	74.78	
<u>822 2303842</u>	CUST # 222727 RTE # F6140 SHERIFF'S	04/17/2020	05/12/2020	0.00	74.78	
<u>822 2305954</u>	CUST # 222727 RTE # F6140 SHERIFF'S	04/24/2020	05/12/2020	0.00	74.78	
<u>VICBRO</u>	VICTOREA D. BROWN					930.83
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	930.83	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2019 253</u>	CAUSE 3 2019-253 CHRISTOPHER BELL	04/16/2020	05/12/2020	0.00	930.83	
<u>WILLHO</u>	WILLARD G. HOLGATE					1,210.60
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	1,210.60	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>18-058 1</u>	CAUSE # 18-058 JAMES ANCIRA	04/22/2020	05/12/2020	0.00	1,210.60	
<u>XERCOR</u>	XEROX CORPORATION					4,222.11
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	4,051.11	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2055627</u>	CONTRACT # 010-0063777-001 3/30 - 4/29/20	04/10/2020	05/12/2020	0.00	4,051.11	
Check				05/05/2020	171.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2055961</u>	CUST # 76391 CONTRACT # 010-0076391-001 3/30-4/29	04/10/2020	05/12/2020	0.00	171.00	
<u>XLPART</u>	XL PARTS, LLC					317.22
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				05/05/2020	317.22	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>04160C5809</u>	CUST # 490093 DISC BRAKE PAD SET	03/05/2020	05/12/2020	0.00	66.42	
<u>04160C5941</u>	CUST # 490093 DISC BRAKE PAD KIT	03/05/2020	05/12/2020	0.00	135.78	

**Payment Register**

APPKT03999 - 5/12/2020 A/P RUN/PO

<u>0416QJ3841</u>	CUST # 490093 22 TRICO EXACT FIT WIPER	03/16/2020	05/12/2020	0.00	23.68
<u>0416OK4948</u>	CUST # 490093 CERAMIC BRAKE PAD	03/18/2020	03/18/2020	0.00	-26.20
<u>0416ON9114</u>	CUST # 490093 LONGERLIFE MINI BULB	03/25/2020	05/12/2020	0.00	7.20
<u>0416ON9131</u>	CUST # 490093 22 TRICO EXACT FIT WIPER	03/25/2020	03/25/2020	0.00	-23.68
<u>0416QP0464</u>	CUST # 490093 FUEL CAP	03/27/2020	05/12/2020	0.00	4.85
<u>0416QQ0408</u>	CUST # 490093 POSIQUIET EXTENDED WEAR	03/30/2020	03/30/2020	0.00	-202.20
<u>0416OS0251</u>	CUST # 490093 BALL JOINT	04/03/2020	05/12/2020	0.00	114.58
<u>0416OS3647</u>	CUST # 490093 PREMIUM CERAMIC PADS	04/03/2020	05/12/2020	0.00	235.96
<u>0416OS7136</u>	CUST # 490093 UPPER BALL JOINT	04/06/2020	05/12/2020	0.00	-114.58
<u>0416OY0296</u>	CUST # 490093 OIL FILTER	04/16/2020	05/12/2020	0.00	66.98
<u>0416OZ2196</u>	CUST # 490093 CABIN FILTER	04/20/2020	05/12/2020	0.00	28.43

Vendor Number	Vendor Name			Total Vendor Amount	
ZOESAN	ZOEY ANN SANCHEZ			120.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		05/05/2020	120.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4242020</u>	6 ATTEMPTS TO BUY	04/24/2020	05/12/2020	0.00	120.00

### Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	190	83	0.00	303,802.41
<b>Packet Totals:</b>		<b>190</b>	<b>83</b>	<b>0.00</b>	<b>303,802.41</b>

### Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-303,802.41
<b>Packet Totals:</b>		<b>-303,802.41</b>



Caldwell County, TX

# Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
TEXAS COMMISSION ON EN	4122020	ACCT # 0620034 CALDWELL	DUE TO SEPTIC SYSTEM FEES	001-2400	2,280.00
QUADIENT FINANCE USA, IN	14142020	ACCT # 7900 0440 8010 929	POSTAGE INVENTORY	001-1370	61.27
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	DUE FROM C C A D	001-1260	185.06
					2,526.33
<b>Department : 2130 - COUNTY AUDITOR</b>					
DEWITT POTH & SON	605533-0	CUST # 12430 FILE, WALL, 3	OFFICE SUPPLIES	001-2130-3110	53.61
DEWITT POTH & SON	606333-0	CUST # 12430 NAME PLATE	OFFICE SUPPLIES	001-2130-3110	39.00
					92.61
<b>Department 2130 - COUNTY AUDITOR Total:</b>					
<b>Department : 2140 - TAX ASSESSOR - COLLECTOR</b>					
TEXAS ASSOCIATION OF COU	236283 2020	DARLA LAW - MEMBERSHIP	TRAINING	001-2140-4810	125.00
KAREN MEDLOCK	4212020	MILEAGE FOR APRIL 2020	TRANSPORTATION	001-2140-4260	19.55
TEXAS DEPARTMENT OF MO	2004028	WORK STATION	RENTALS	001-2140-4610	361.00
DARLA LAW	4302020	MILEAGE FOR APRIL 2020	TRANSPORTATION	001-2140-4260	156.40
					661.95
<b>Department 2140 - TAX ASSESSOR - COLLECTOR Total:</b>					
<b>Department : 2150 - COUNTY CLERK</b>					
PRINTING SOLUTIONS	23361	NAME STAMP	OFFICE SUPPLIES	001-2150-3110	20.50
DEWITT POTH & SON	605392-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	189.54
					210.04
<b>Department 2150 - COUNTY CLERK Total:</b>					
<b>Department : 3200 - DISTRICT ATTORNEY</b>					
PRINTING SOLUTIONS	22776	1,500 ENVELOPES #10 REG P	OFFICE SUPPLIES	001-3200-3110	456.98
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-3200-4260	14.16
					471.14
<b>Department 3200 - DISTRICT ATTORNEY Total:</b>					
<b>Department : 3220 - DISTRICT CLERK</b>					
PRINTING SOLUTIONS	23150	VARIOUS QTY FOR ALL JUANI	OFFICE SUPPLIES	001-3220-3110	565.00
DEWITT POTH & SON	605507-0	CUST # 12430 1 GL SANITIZE	OFFICE SUPPLIES	001-3220-3110	75.00
DEWITT POTH & SON	C 605507-0	CUST # 12430 1 GL SANITIZE	OFFICE SUPPLIES	001-3220-3110	-75.00
					565.00
<b>Department 3220 - DISTRICT CLERK Total:</b>					
<b>Department : 3230 - DISTRICT JUDGE</b>					
COMAL COUNTY PRINT SHO	016	1 CASE CUSTOM PRINTING -	OFFICE SUPPLIES	001-3230-3110	53.00
DARLON JAMES SOJAK	PRE-INDICT	LUZ MARIA VELAZGNEZ	ADULT - INDIGENT ATTORNE	001-3230-4160	175.00
JOHN HINDERA	18-051 1	CASUE # 18-051 & 19-096 B	ADULT - INDIGENT ATTORNE	001-3230-4160	700.00
PHIL TURNER LAW PC	19-200	CAUSE # 19-200 JONATHAN	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	19-200	CAUSE # 19-200 JONATHAN	ADULT - INDIGENT ATTORNE	001-3230-4160	600.00
VICTOREA D. BROWN	2019-253	CAUSE 3 2019-253 CHRISTO	ADULT - ATTY LITIGATION EX	001-3230-4080	10.83
VICTOREA D. BROWN	2019-253	CAUSE 3 2019-253 CHRISTO	ADULT - INDIGENT ATTORNE	001-3230-4160	920.00
PHIL TURNER LAW PC	17-039	CAUSE # 17-039 TAMIKA WI	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
AMANDA ERWIN	2018-309	CAUSE # 2018-309 VICTOR	ADULT - ATTY LITIGATION EX	001-3230-4080	97.27
AMANDA ERWIN	2018-309	CAUSE # 2018-309 VICTOR	ADULT - INDIGENT ATTORNE	001-3230-4160	2,950.00
HOMER P. CAMPBELL	16-159	CAUSE # 16-159 & 229 MIC	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
HOMER P. CAMPBELL	18-247	CAUSE # 18-247 & 246 GABR	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
HOMER P. CAMPBELL	18-247	CAUSE # 18-247 & 246 GABR	ADULT - INDIGENT ATTORNE	001-3230-4160	850.00
WILLARD G. HOLGATE	18-058 1	CAUSE # 18-058 JAMES ANC	ADULT - ATTY LITIGATION EX	001-3230-4080	210.60
WILLARD G. HOLGATE	18-058 1	CAUSE # 18-058 JAMES ANC	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
JOHN HINDERA	19-093	CAUSE # 19-093 CHRISTOPH	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
PHIL TURNER LAW PC	19-217	CAUSE # 19-217 OKEMAH D	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	19-217	CAUSE # 19-217 OKEMAH D	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
COMAL COUNTY TREASURER	2020A	INV 2020 DISTRICT COURT A	VISITING JUDGES	001-3230-4020	4,298.40
CLERK,SUPREME COURT	2020-2021	FREDERICK C. SCHNEIDER FO	OFFICE SUPPLIES	001-3230-3110	235.00
					14,770.10
<b>Department 3230 - DISTRICT JUDGE Total:</b>					

## Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Department : 3240 - COUNTY COURT LAW</b>					
CLERK,SUPREME COURT	2020-21	BARBARA L. MOLINA MEMB	MISCELLANEOUS	001-3240-4850	235.00
<b>Department 3240 - COUNTY COURT LAW Total:</b>					<b>235.00</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
CARL R. OHLENDORF INSURA	17536	POLICY # 64656404 AMY HO	EMPLOYEE BONDING	001-3252-2070	50.00
DEWITT POTHS & SON	606347-0	CUST # 12430 BOX, STORAG	OFFICE SUPPLIES	001-3252-3110	130.62
<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>					<b>180.62</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
DEWITT POTHS & SON	605094-0	CUST # 12430 DVD+RW, 4.7	OFFICE SUPPLIES	001-3253-3110	30.68
<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>					<b>30.68</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
JOHNNY & SON'S, LLC	RO # 18166	2018 F150 XL SUPER CREW	REPAIRS & MAINTENANCE	001-4300-4510	500.00
QUADIENT FINANCE USA, IN	3312020	ACCT # 7900 0440 8052 695	POSTAGE	001-4300-3120	101.27
LIVENGOOD FEED STORE	LOINV000206353	ACCT # 1C250 20% STOCKM	OPERATING SUPPLIES	001-4300-3130	142.00
SPRINT	122236591-133	ACCT # 122236591 3/17 - 4	TELEPHONE	001-4300-4420	37.99
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4300-4260	5,279.07
<b>Department 4300 - COUNTY SHERIFF Total:</b>					<b>6,060.33</b>
<b>Department : 4310 - COUNTY JAIL</b>					
SOUTHERN HEALTH PARTNE	3312020	SITE: 7388 OCT 2019 - SEPT 2	PROFESSIONAL SERVICES	001-4310-4110	23,662.51
JAN FORD MUSTIN PH.D, P.C	1627	CLIENT: WATTS, DANIEL / T	EMPLOYEE PHYSICALS	001-4310-4135	295.00
JAN FORD MUSTIN PH.D, P.C	1628	CLIENT: GARCIA, CHRISTOPH	EMPLOYEE PHYSICALS	001-4310-4135	295.00
UNIFIRST CORPORATION	822 2301716	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	74.78
FERRIS JOSEPH PRODUCE, IN	112884	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	20.50
FLOWERS BAKING CO. OF SA	2038387528	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	315.36
FERRIS JOSEPH PRODUCE, IN	112892	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	82.00
M.B. HAMMO ENTERPRISES,	8346	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	1,008.51
FERRIS JOSEPH PRODUCE, IN	112909	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	30.30
PFG-TEMPLE	9864090	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	784.70
FERRIS JOSEPH PRODUCE, IN	112912	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	299.00
SYSCO CENTRAL TEXAS, INC	413438693	CUST # 043430 DAIRY / FRO	FOOD SUPPLIES	001-4310-3100	-4.75
SYSCO CENTRAL TEXAS, INC	413438693	CUST # 043430 DAIRY / FRO	FOOD SUPPLIES	001-4310-3100	975.02
SYSCO CENTRAL TEXAS, INC	413438694	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	171.61
SYSCO CENTRAL TEXAS, INC	413438695	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	152.27
UNIFIRST CORPORATION	822 2303842	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	74.78
FERRIS JOSEPH PRODUCE, IN	112940	25 LB 6X6 TOMATOES CASE	FOOD SUPPLIES	001-4310-3100	64.50
SYSCO CENTRAL TEXAS, INC	413412136	PAYER # 043430 JAIL KITCHE	OPERATING SUPPLIES	001-4310-3130	51.45
FERRIS JOSEPH PRODUCE, IN	112949	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	90.50
SYSCO CENTRAL TEXAS, INC	413442347	CUST # 043430 DAIRY / FROZ	FOOD SUPPLIES	001-4310-3100	1,017.58
SYSCO CENTRAL TEXAS, INC	413442348	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	187.48
PFG-TEMPLE	9867338	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	-23.98
PFG-TEMPLE	9867338	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	944.90
HOLT TEXAS, LTD., A DIVISIO	WIES0122686	CUST # 0203930 REMOVE A	REPAIRS & MAINTENANCE	001-4310-4510	2,332.63
FLOWERS BAKING CO. OF SA	2038387625	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	318.24
M.B. HAMMO ENTERPRISES,	8370	TOILET PAPER REGULAR/ RO	OPERATING SUPPLIES	001-4310-3130	834.89
FERRIS JOSEPH PRODUCE, IN	112968	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	42.30
FARMER BROTHERS. CO.	70028728	ACCT # 6302473 ICE TEA / C	FOOD SUPPLIES	001-4310-3100	560.88
PFG-TEMPLE	9870427	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	1,072.13
FERRIS JOSEPH PRODUCE, IN	112978	CILANTRO EA	FOOD SUPPLIES	001-4310-3100	150.87
SYSCO CENTRAL TEXAS, INC	413450979	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	286.67
SYSCO CENTRAL TEXAS, INC	413450980	CUST # 043430 DAIRY / FRO	FOOD SUPPLIES	001-4310-3100	1,146.81
UNIFIRST CORPORATION	822 2305954	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	74.78
FERRIS JOSEPH PRODUCE, IN	112998	25 LB 6X6 TOMATOES CASE	FOOD SUPPLIES	001-4310-3100	105.50
FERRIS JOSEPH PRODUCE, IN	113003	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	84.00
TEXAS STATE NOTARY BURE	125174997-1	L. TORRES STAMP / BOOK	OPERATING SUPPLIES	001-4310-3130	48.89
SYSCO CENTRAL TEXAS, INC	413453796	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	65.98
SYSCO CENTRAL TEXAS, INC	413453797	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	975.47
SYSCO CENTRAL TEXAS, INC	413453798	CUST # 043430 DAIRY	FOOD SUPPLIES	001-4310-3100	699.65
PFG-TEMPLE	9873429	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,143.16
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4310-4260	314.29

## Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FERRIS JOSEPH PRODUCE, IN	113012	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	36.00
ASCENSION SETON LKT FAMI	ID # 648559	ACCT# 4911857V8363 GARC	EMPLOYEE PHYSICALS	001-4310-4135	65.00
ASCENSION SETON LKT FAMI	ID # 656561	ACCT # 491512V8363 WATT	EMPLOYEE PHYSICALS	001-4310-4135	65.00
COOKS CORRECTIONAL	N642979	CUST # 78644-1 STANDARD	OPERATING SUPPLIES	001-4310-3130	186.49
HOLT TEXAS, LTD., A DIVISIO	WIEZ0022659	CUST # 0203930 OREVENTIV	REPAIRS & MAINTENANCE	001-4310-4510	1,950.00
<b>Department 4310 - COUNTY JAIL Total:</b>					<b>43,128.65</b>
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4321-4260	195.51
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>195.51</b>
<b>Department : 4322 - CONSTABLES - PCT 2</b>					
JUBAL RAGSDALE	8523	1200-302 HD4+2 Quad HD a	MACHINERY AND EQUIPME	001-4322-5310	3,990.00
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4322-4260	182.96
<b>Department 4322 - CONSTABLES - PCT 2 Total:</b>					<b>4,172.96</b>
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
PRINTING SOLUTIONS	22944	1000 BUSINESS CARDS - MIC	OFFICE SUPPLIES	001-4323-3110	88.00
PRINTING SOLUTIONS	23319	2 - NAME PLATES	OFFICE SUPPLIES	001-4323-3110	35.00
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4323-4260	237.03
<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>					<b>360.03</b>
<b>Department : 4324 - CONSTABLES - PCT 4</b>					
JOHN JUAREZ	4242020	WALMART REFUND	OFFICE SUPPLIES	001-4324-3110	54.96
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-4324-4260	96.11
<b>Department 4324 - CONSTABLES - PCT 4 Total:</b>					<b>151.07</b>
<b>Department : 6510 - NON-DEPARTMENTAL</b>					
TEXAS ASSOCIATION OF COU	NRDD-0005784	CLAIM # LE200703096-1 ME	PROFESSIONAL SERVICES	001-6510-4110	363.00
TEXAS ASSOCIATION OF COU	NRDD-0005892	CLAIM # PO20195782-1 ME	PROFESSIONAL SERVICES	001-6510-4110	8,033.17
TEXAS ASSOCIATION OF COU	NRDD-0005922	CLAIM # PO20196705-1 REN	PROFESSIONAL SERVICES	001-6510-4110	3,240.28
RICOH USA, INC.	103543958	BILING PERIOD: 3/29 - 4/28	RENTALS	001-6510-4610	888.28
XEROX CORPORATION	2055627	LEASE PAYMENT	RENTALS	001-6510-4610	4,051.11
XEROX CORPORATION	2055961	LEASE PAYMENT	RENTALS	001-6510-4610	171.00
QUADIENT LEASING USA, IN	NB262580	CUST # 01054254 LEASE # N	RENTALS	001-6510-4610	340.68
SPECIALIZED PUBLIC FINAN	150 FY 2019	PREPARATION / FILING DEBT	PROFESSIONAL SERVICES	001-6510-4110	500.00
SPECIALIZED PUBLIC FINAN	150 FY 2019	PREPARATION / FILING OF F	PROFESSIONAL SERVICES	001-6510-4110	1,000.00
AT & T MOBILITY	875648878x04232020	AT&T Blanket Purchase Orde	FAX & INTERNET	001-6510-4425	417.89
SEAN MATTHEW MANN	112323	ACCT # 2010 GALLON HAND	FEMA-4485-DR	001-6510-4855	219.96
CHARTER COMMUNICATION	0000426040820	ACCT # 8260 16 300 000042	Telephone	001-6510-4420	4,744.01
CHARTER COMMUNICATION	0000426040820	ACCT # 8260 16 300 000042	FAX & INTERNET	001-6510-4425	6,907.89
<b>Department 6510 - NON-DEPARTMENTAL Total:</b>					<b>30,877.27</b>
<b>Department : 6520 - BUILDING MAINTENANCE</b>					
LOCKHART HARDWARE	32767 /1	CUST # 11239 ACE TOP SOIL	COUNTY BARN-DALE/LULING	001-6520-3610	20.72
LOCKHART HARDWARE	32775 /1	CUST # 11239 ACE TOP SOIL	COUNTY BARN-DALE/LULING	001-6520-3610	15.54
SMITH SUPPLY CO.- LOCKHA	846803	ALL PURPOSE SAND 60#	COUNTY BARN-DALE/LULING	001-6520-3610	30.50
LOCKHART HARDWARE	32784 /1	CUST # 11239 PVC COUP 54	GROUNDS UPKEEP	001-6520-4440	30.54
LOCKHART HARDWARE	32815 /1	CUST # 11239 SPLYFCT 3/8 X	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	25.65
CINTAS CORPORATION #86	4048754643	SOLD TO: 13228013 PAYER #	UNIFORMS	001-6520-3140	97.27
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-6520-4260	319.49
<b>Department 6520 - BUILDING MAINTENANCE Total:</b>					<b>539.71</b>
<b>Department : 6550 - ELECTIONS</b>					
PRINTING SOLUTIONS	22700	STAMPS/ SELF INKING SEAL	OFFICE SUPPLIES	001-6550-3110	63.50
PRINTING SOLUTIONS	23365	PRIMARY RUND OFF 4912	OFFICE SUPPLIES	001-6550-3110	21.50
<b>Department 6550 - ELECTIONS Total:</b>					<b>85.00</b>
<b>Department : 6560 - COMMISSIONERS COURT</b>					
SOUTH TEXAS COUNTY JUDG	TCP-20-1813	PURCHASE ORDER # 05-6560	TRAINING	001-6560-4810	250.00
SOUTH TEXAS COUNTY JUDG	TCP-20-1825	PURCHASE ORDER # 05-656	TRAINING	001-6560-4810	250.00
SOUTH TEXAS COUNTY JUDG	TCP-20-1866	PURCHASE ORDER # 05-6560	TRAINING	001-6560-4810	250.00
<b>Department 6560 - COMMISSIONERS COURT Total:</b>					<b>750.00</b>
<b>Department : 6570 - VETERAN SERVICE OFFICER</b>					
PRINTING SOLUTIONS	22912	15 COLOR COPIES VETERANS	OFFICE SUPPLIES	001-6570-3110	11.25

## Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PRINTING SOLUTIONS	23363	GOLD & BLACK INK PREMIUM	OFFICE SUPPLIES	001-6570-3110	69.50
				<b>Department 6570 - VETERAN SERVICE OFFICER Total:</b>	<b>80.75</b>
<b>Department : 6640 - CODE INVESTIGATOR</b>					
GALL'S, LLC	015042041	ACCT # 1002239817 WOME	UNIFORMS	001-6640-3140	61.99
PRINTING SOLUTIONS	23271	500 - LETTY RAMIREZ ENVIR	MACHINERY AND EQUIPME	001-6640-5310	58.00
GALL'S, LLC	015388049	ACCT # 1002239817 MENS S	UNIFORMS	001-6640-3140	123.98
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-6640-4260	87.27
				<b>Department 6640 - CODE INVESTIGATOR Total:</b>	<b>331.24</b>
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-6650-4260	267.36
				<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>	<b>267.36</b>
<b>Department : 7610 - SANITATION DEPARTMENT</b>					
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION	001-7610-4260	20.14
DEWITT POTH & SON	604113-1	CUST # 12430 WIPES, DISIN	OFFICE SUPPLIES	001-7610-3110	12.10
KASI MILES	4302020	REFUND FOR FUEL	TRANSPORTATION	001-7610-4260	29.00
				<b>Department 7610 - SANITATION DEPARTMENT Total:</b>	<b>61.24</b>
<b>Department : 7620 - COUNTY WELFARE</b>					
O'BANNON FUNERAL HOME	40720	KENNETH DAVENPORT	INDIGENT FUNERAL	001-7620-4320	900.00
O'BANNON FUNERAL HOME	4172020	NICOLAS ARIES / DOD: 4/17/	INDIGENT FUNERAL	001-7620-4320	600.00
TRANQUIL MORTUARY SERVI	ALFORD 4/24/2020	TERRY ALFORD - TRANSPORT	INDIGENT FUNERAL	001-7620-4320	260.00
				<b>Department 7620 - COUNTY WELFARE Total:</b>	<b>1,760.00</b>
<b>Department : 8700 - COUNTY AGENT</b>					
FLEETCOR TECHNOLOGIES, I	NP58110774	ACCT # BG114286 3/23 - 4/1	TRANSPORTATION-AG/4H/N	001-8700-4260	27.51
				<b>Department 8700 - COUNTY AGENT Total:</b>	<b>27.51</b>
				<b>Fund 001 - GENERAL FUND Total:</b>	<b>108,592.10</b>
<b>Fund: 002 - UNIT ROAD FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
CRAFCO, INC	9402215382	Glove Welding Pearl Gray	SEAL COATING	002-1101-4630	96.72
CRAFCO, INC	9402216160	Polyflex Type 3	SEAL COATING	002-1101-4630	4,815.00
CRAFCO, INC	9402216161	Compact Squeegee Assembl	SEAL COATING	002-1101-4630	310.84
BRAUNTEX MATERIALS, INC.	109023	ACCT # 1600 1700 FM 2720	FLEX BASE MATERIALS	002-1101-3143	24,667.94
PATHMARK TRAFFIC PROD.	5914	S.O. # 5914 ORANGE SAND	SIGNS	002-1101-3181	48.75
CRAFCO, INC	94002230530	QC273BY Apron Seattle Glov	SEAL COATING	002-1101-4630	277.65
CINTAS CORPORATION #86	4048194309	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	269.33
CINTAS CORPORATION #86	4048194311	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	154.07
CINTAS CORPORATION #86	4048194449	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	398.60
SMITH SUPPLY CO.- LOCKHA	846290	HEX NUT FULL 5/16	OPERATING SUPPLIES	002-1101-3130	58.45
COLORADO MATERIALS, LTD.	288468	CUT # 1405 REED CREEK DRI	AGGREGATE / GRAVEL	002-1101-3153	29,950.27
CINTAS CORPORATION #86	4047048680	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	154.07
CINTAS CORPORATION #86	4047048688	SOLD TO: 13228849 PAYER:	UNIFORMS	002-1101-2140	398.60
CINTAS CORPORATION #86	4047048713	SOLD TO: 13232664 PAYER #	UNIFORMS	002-1101-2140	264.78
LOCKHART HARDWARE	32774 /1	CUST # 11239 SPRYPAIN T GL	OPERATING SUPPLIES	002-1101-3130	37.99
QUALITY MAT COMPANY	54085	Delivery Charge	BRIDGE REPAIR / REPLACEM	002-1101-3205	1,325.00
QUALITY MAT COMPANY	54085	8'x16'x3-ply laminated mat,	BRIDGE REPAIR / REPLACEM	002-1101-3205	1,990.00
ERGON ASPHALT AND EMUL	9402234098	PROJ DESCRIPTION: BID # 19	SEAL COATING	002-1101-4630	3,532.26
CINTAS CORPORATION #86	4048754475	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	264.78
CINTAS CORPORATION #86	4048754507	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	154.07
CINTAS CORPORATION #86	4048754554	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	398.60
HOFMANN'S SUPPLY	496735	CUST # 01734 ACETYLENE 7	RENTALS	002-1101-4610	87.47
DOBIE SUPPLY, LLC	28443	MAILBOX BRACKET	SIGNS	002-1101-3181	47.00
HOFMANN'S SUPPLY	496794	CUST # 01734 ACETYLENE 7	RENTALS	002-1101-4610	2.95
SMITH SUPPLY CO.-LULING	78930	WASP & HORNET KILLER 16-	OPERATING SUPPLIES	002-1101-3130	17.85
SMITH SUPPLY CO.- LOCKHA	847534	WIRE BRUSH W/METAL SCR	OPERATING SUPPLIES	002-1101-3130	91.30
PETROLEUM TRADERS CORP	1537117	ACCT # 990644/1 ULTRA LO	FUEL	002-1101-3163	2,717.54
SMITH SUPPLY CO.- LOCKHA	847923	CHEM HYDRATE LIME 50 #	OPERATING SUPPLIES	002-1101-3130	9.95
CINTAS CORPORATION #86	4047620888	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	154.07
CINTAS CORPORATION #86	4047620897	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	275.31

## Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CINTAS CORPORATION #86	4047620996	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	398.60
				<b>Department 1101 - ADMINISTRATION Total:</b>	<b>73,369.81</b>
<b>Department : 1102 - VEHICLE MAINTENANCE</b>					
HOLT TEXAS, LTD., A DIVISIO	PCMA0042622	CUST # 0203700 BUSHING PI	SUPPLIES & SMALL TOOLS	002-1102-3136	-43.32
O'REILLY AUTOMOTIVE, INC.	0642-326861	CUST # 188092 COP BOOT	SUPPLIES & SMALL TOOLS	002-1102-3136	35.04
O'REILLY AUTOMOTIVE, INC.	0642-326869	CUST # 188092 IGNITION COI	SUPPLIES & SMALL TOOLS	002-1102-3136	41.79
SEAN MATTHEW MANN	111925	ACCT # 2010 HYDRAULIC FIL	SUPPLIES & SMALL TOOLS	002-1102-3136	210.17
LONGHORN INTERNATIONAL	R301011414:01	Contract Labor - Dump Truck	REPAIRS & MAINTENANCE	002-1102-4510	8,153.00
RDO EQUIPMENT CO.	W0995923	Engine Control Computer	REPAIRS & MAINTENANCE	002-1102-4510	1,838.71
AG-PRO COMPANIES	P42482	ACCT # CALDW005 ORDER #	SUPPLIES & SMALL TOOLS	002-1102-3136	573.92
SEAN MATTHEW MANN	112082	ACCT # 2010 AIR FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	601.65
O'REILLY AUTOMOTIVE, INC.	0642-330418	CUST # 188092 LOGIC PROB	SUPPLIES & SMALL TOOLS	002-1102-3136	27.99
SEAN MATTHEW MANN	112189	ACCT # 2010 OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	72.32
AG-PRO COMPANIES	P42742	ACCT # CALDW005 ORDER #	SUPPLIES & SMALL TOOLS	002-1102-3136	183.68
SEAN MATTHEW MANN	112271	ACCT # 2010 CLEANER / HA	SUPPLIES & SMALL TOOLS	002-1102-3136	435.72
SEAN MATTHEW MANN	112279	ACCT # 2010 30 LB 134A RE	SUPPLIES & SMALL TOOLS	002-1102-3136	150.99
O'REILLY AUTOMOTIVE, INC.	0642-327738	CUST # 188092 HEATER HOS	SUPPLIES & SMALL TOOLS	002-1102-3136	8.85
				<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>	<b>12,290.51</b>
<b>Department : 1103 - FLEET MAINTENANCE</b>					
XL PARTS, LLC	04160J3841	CUST # 490093 22 TRICO EX	OPERATING SUPPLIES	002-1103-3135	23.68
XL PARTS, LLC	04160K4948	CUST # 490093 CERAMIC BR	OPERATING SUPPLIES	002-1103-3135	-26.20
XL PARTS, LLC	04160N9114	CUST # 490093 LONGERLIFE	OPERATING SUPPLIES	002-1103-3135	7.20
XL PARTS, LLC	04160N9131	CUST # 490093 22 TRICO EX	OPERATING SUPPLIES	002-1103-3135	-23.68
XL PARTS, LLC	04160P0464	CUST # 490093 FUEL CAP	OPERATING SUPPLIES	002-1103-3135	4.85
XL PARTS, LLC	04160Q0408	CUST # 490093 POSIQUIET E	OPERATING SUPPLIES	002-1103-3135	-202.20
XL PARTS, LLC	04160C5809	CUST # 490093 DISC BRAKE	OPERATING SUPPLIES	002-1103-3135	66.42
XL PARTS, LLC	04160C5941	CUST # 490093 DISC BRAKE	OPERATING SUPPLIES	002-1103-3135	135.78
XL PARTS, LLC	04160Y0296	CUST # 490093 OIL FILTER	OPERATING SUPPLIES	002-1103-3135	66.98
CINTAS CORPORATION #86	4048194410	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	80.44
SEAN MATTHEW MANN	112067	ACCT # 6000 NAPA FRONT B	OPERATING SUPPLIES	002-1103-3135	299.99
CINTAS CORPORATION #86	4047048738	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	80.44
XL PARTS, LLC	04160Z2196	CUST # 490093 CABIN FILTE	OPERATING SUPPLIES	002-1103-3135	28.43
CINTAS CORPORATION #86	4048754544	SOLD # 13228085 PAYER # 1	UNIFORMS	002-1103-2140	80.44
LOCKHART MOTOR CO.,INC.	T46897	CUST # 3810 CATALYST	OPERATING SUPPLIES	002-1103-3135	1,359.04
SEAN MATTHEW MANN	112368	ACCT # 6000 NAPA FRONT B	OPERATING SUPPLIES	002-1103-3135	425.00
SEAN MATTHEW MANN	112370	ACCT # 6000 NAPA REAR BR	OPERATING SUPPLIES	002-1103-3135	214.98
LOCKHART MOTOR CO.,INC.	T46930	CUST # 3810 CATALYST - MA	OPERATING SUPPLIES	002-1103-3135	855.27
XL PARTS, LLC	04160S0251	CUST # 490093 BALL JOINT	OPERATING SUPPLIES	002-1103-3135	114.58
XL PARTS, LLC	04160S3647	CUST # 490093 PREMIUM C	OPERATING SUPPLIES	002-1103-3135	235.96
XL PARTS, LLC	04160S7136	CUST	OPERATING SUPPLIES	002-1103-3135	-114.58
LOCKHART MOTOR CO.,INC.	T46857	CUST # 3810 SPARK PLUG	OPERATING SUPPLIES	002-1103-3135	354.34
CINTAS CORPORATION #86	4047620909	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	80.44
				<b>Department 1103 - FLEET MAINTENANCE Total:</b>	<b>4,147.60</b>
				<b>Fund 002 - UNIT ROAD FUND Total:</b>	<b>89,807.92</b>
<b>Fund: 010 - GRANT FUND</b>					
<b>Department : 4310 - COUNTY JAIL</b>					
BLUEBONNET TRAILS MHMR	32020	MARCH 2020 SERVICES	Substance Abuse Treatm	010-4310-4011	2,150.00
BLUEBONNET TRAILS MHMR	4082020	STANDBY COVID-19 APPOIN	Substance Abuse Treatm	010-4310-4011	1,050.00
				<b>Department 4310 - COUNTY JAIL Total:</b>	<b>3,200.00</b>
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
HAELY KENNEY	4202020	6 ATTEMPTS TO PURCHASE T	Operating Exp-PCT 3	010-4323-4515	120.00
ZOEY ANN SANCHEZ	4242020	6 ATTEMPTS TO BUY	Operating Exp-PCT 3	010-4323-4515	120.00
				<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>	<b>240.00</b>
<b>Department : 7700 - SH130</b>					
COLORADO MATERIALS, LTD.	288983	CUST # 1405 HOMANNVILLE	SH130 Project Fees	010-7700-4070	36,320.49
				<b>Department 7700 - SH130 Total:</b>	<b>36,320.49</b>
				<b>Fund 010 - GRANT FUND Total:</b>	<b>39,760.49</b>

Expense Approval Register

Packet: APPKT03999 - 5/12/2020 A/P RUN/PO

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 013 - CAPITAL PROJECTS FUND</b>					
<b>Department : 4300 - COUNTY SHERIFF</b>					
LOCKHART HARDWARE	32596 /1	CUST # 11239 ASPR INT SG T	Front Office Upgrades	013-4300-5245	141.90
				<b>Department 4300 - COUNTY SHERIFF Total:</b>	<b>141.90</b>
<b>Department : 4310 - COUNTY JAIL</b>					
CML SECURITY, LLC	221450-004	Jail Cell Repair Project Final	MACHINERY AND EQUIPME	013-4310-5310	65,500.00
				<b>Department 4310 - COUNTY JAIL Total:</b>	<b>65,500.00</b>
				<b>Fund 013 - CAPITAL PROJECTS FUND Total:</b>	<b>65,641.90</b>
				<b>Grand Total:</b>	<b>303,802.41</b>

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	108,592.10
002 - UNIT ROAD FUND	89,807.92
010 - GRANT FUND	39,760.49
013 - CAPITAL PROJECTS FUND	65,641.90
<b>Grand Total:</b>	<b>303,802.41</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	185.06
001-1370	POSTAGE INVENTORY	61.27
001-2130-3110	OFFICE SUPPLIES	92.61
001-2140-4260	TRANSPORTATION	175.95
001-2140-4610	RENTALS	361.00
001-2140-4810	TRAINING	125.00
001-2150-3110	OFFICE SUPPLIES	210.04
001-2400	DUE TO SEPTIC SYSTEM	2,280.00
001-3200-3110	OFFICE SUPPLIES	456.98
001-3200-4260	TRANSPORTATION	14.16
001-3220-3110	OFFICE SUPPLIES	565.00
001-3230-3110	OFFICE SUPPLIES	288.00
001-3230-4020	VISITING JUDGES	4,298.40
001-3230-4080	ADULT - ATTY LITIGATIO	338.70
001-3230-4160	ADULT - INDIGENT ATTO	9,845.00
001-3240-4850	MISCELLANEOUS	235.00
001-3252-2070	EMPLOYEE BONDING	50.00
001-3252-3110	OFFICE SUPPLIES	130.62
001-3253-3110	OFFICE SUPPLIES	30.68
001-4300-3120	POSTAGE	101.27
001-4300-3130	OPERATING SUPPLIES	142.00
001-4300-4260	TRANSPORTATION	5,279.07
001-4300-4420	TELEPHONE	37.99
001-4300-4510	REPAIRS & MAINTENAN	500.00
001-4310-3100	FOOD SUPPLIES	10,930.64
001-4310-3130	OPERATING SUPPLIES	3,218.58
001-4310-4110	PROFESSIONAL SERVICE	23,662.51
001-4310-4135	EMPLOYEE PHYSICALS	720.00
001-4310-4260	TRANSPORTATION	314.29
001-4310-4510	REPAIRS & MAINTENAN	4,282.63
001-4321-4260	TRANSPORTATION	195.51
001-4322-4260	TRANSPORTATION	182.96
001-4322-5310	MACHINERY AND EQUIP	3,990.00
001-4323-3110	OFFICE SUPPLIES	123.00
001-4323-4260	TRANSPORTATION	237.03
001-4324-3110	OFFICE SUPPLIES	54.96
001-4324-4260	TRANSPORTATION	96.11
001-6510-4110	PROFESSIONAL SERVICE	13,136.45
001-6510-4420	Telephone	4,744.01
001-6510-4425	FAX & INTERNET	7,325.78
001-6510-4610	RENTALS	5,451.07
001-6510-4855	FEMA-4485-DR	219.96
001-6520-3140	UNIFORMS	97.27
001-6520-3540	L.W.SCOTT ANNEX-LOCK	25.65
001-6520-3610	COUNTY BARN-DALE/LU	66.76
001-6520-4260	TRANSPORTATION	319.49
001-6520-4440	GROUNDS UPKEEP	30.54
001-6550-3110	OFFICE SUPPLIES	85.00
001-6560-4810	TRAINING	750.00
001-6570-3110	OFFICE SUPPLIES	80.75
001-6640-3140	UNIFORMS	185.97

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-6640-4260	TRANSPORTATION	87.27
001-6640-5310	MACHINERY AND EQUIP	58.00
001-6650-4260	TRANSPORTATION	267.36
001-7610-3110	OFFICE SUPPLIES	12.10
001-7610-4260	TRANSPORTATION	49.14
001-7620-4320	INDIGENT FUNERAL	1,760.00
001-8700-4260	TRANSPORTATION-AG/4	27.51
002-1101-2140	UNIFORMS	3,284.88
002-1101-3130	OPERATING SUPPLIES	215.54
002-1101-3143	FLEX BASE MATERIALS	24,667.94
002-1101-3153	AGGREGATE / GRAVEL	29,950.27
002-1101-3163	FUEL	2,717.54
002-1101-3181	SIGNS	95.75
002-1101-3205	BRIDGE REPAIR / REPLA	3,315.00
002-1101-4610	RENTALS	90.42
002-1101-4630	SEAL COATING	9,032.47
002-1102-3136	SUPPLIES & SMALL TOO	2,298.80
002-1102-4510	REPAIRS & MAINTENAN	9,991.71
002-1103-2140	UNIFORMS	321.76
002-1103-3135	OPERATING SUPPLIES	3,825.84
010-4310-4011	Substance Abuse Tre	3,200.00
010-4323-4515	Operating Exp-PCT 3	240.00
010-7700-4070	SH130 Project Fees	36,320.49
013-4300-5245	Front Office Upgrades	141.90
013-4310-5310	MACHINERY AND EQUIP	65,500.00
	<b>Grand Total:</b>	<b>303,802.41</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	303,802.41
<b>Grand Total:</b>	<b>303,802.41</b>

- 2. Ratify re-occurring County Payments**
  - A. \$310,211.04 (Payroll 4/12/2020 - 4/25/2020)**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

\$310,211.04 (Payroll 4/12/2020 – 4/25/2020)

1. **Costs:**

Actual Cost or     Estimated Cost    \$ None

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

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

2. **Agenda Speakers:**

	Name	Representing	Title
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(1) Judge Haden

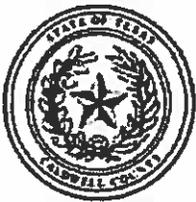
(2) \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date 5/11/2020



Caldwell County, TX

# Detail Register

## Department Summary

Packet: PYPKT01733 - PAYROLL 04122020 THRU 04252020  
 Payroll Set: 01 - Payroll Set 01

Pay Period: 04/12/2020 - 04/25/2020

**Department: 1000 - Courthouse Security**

Total Direct Deposits: 8,945.95  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
C-19	171.00	3,469.06
Hourly	389.00	8,054.74
Uniform	0.00	175.00
<b>Total:</b>	<b>560.00</b>	<b>11,714.95</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	10,722.22	903.57	0.00
MC	11,307.99	163.96	163.96
SS	11,307.99	701.09	701.09
Unemployment	11,578.79	0.00	0.00
<b>Total:</b>	<b>1,768.62</b>	<b>865.05</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	11,714.95	585.77	515.45
550	0.00	136.16	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	161.13	1,626.33
595	0.00	5.72	0.00
615	0.00	83.95	0.00
<b>Total:</b>	<b>1,000.38</b>	<b>2,141.78</b>	

**RECAP 1000 - Courthouse Security**

Earnings:	11,714.95	Benefits:	0.00	Deductions:	1,000.38	Taxes:	1,768.62	Net Pay:	8,945.95
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Department: 1101 - Unit Road

Total Direct Deposits: 24,363.83  
 Total Check Amounts: 1,102.96

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
C-19	160.00	2,852.00
Hourly	1,551.50	28,008.08
OT	4.50	114.79
SAL	1.00	2,101.04
Vacation	48.50	878.86
<b>Total:</b>	<b>1,765.50</b>	<b>34,021.69</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	30,751.28	2,577.92	0.00
MC	32,452.35	470.56	470.56
SS	32,452.35	2,012.05	2,012.05
Unemployment	33,889.40	0.00	0.00
<b>Total:</b>	<b>5,060.53</b>	<b>2,482.61</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	34,021.69	1,701.07	1,496.98
530	0.00	0.00	0.00
550	0.00	132.29	0.00
551	0.00	57.69	0.00
563	0.00	210.19	0.00
580	0.00	13.77	0.00
590	0.00	1,158.89	6,842.77
595	0.00	19.50	0.00
615	0.00	200.97	0.00
<b>Total:</b>	<b>3,494.37</b>	<b>8,339.75</b>	

RECAP 1101 - Unit Road

Earnings:	34,021.69	Benefits:	0.00	Deductions:	3,494.37	Taxes:	5,060.53	Net Pay:	25,466.79
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Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,103.56  
 Total Check Amounts: 2,461.61

EARNINGS

Pay Code	Units	Pay Amount
C-19	80.00	1,460.30
Hourly	152.00	2,804.63
S	7.48	127.20
Vacation	0.52	8.84
<b>Total:</b>	<b>240.00</b>	<b>4,400.97</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,159.24	257.54	0.00
MC	4,379.29	63.49	63.49
SS	4,379.29	271.51	271.51
Unemployment	4,387.35	0.00	0.00
<b>Total:</b>	<b>592.54</b>	<b>335.00</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,400.97	220.05	193.64
550	0.00	13.62	0.00
580	0.00	1.53	0.00
590	0.00	0.00	966.66
615	0.00	8.06	0.00
<b>Total:</b>	<b>243.26</b>	<b>1,160.30</b>	

RECAP 1102 - Vehicle Maintenance

Earnings:	4,400.97	Benefits:	0.00	Deductions:	243.26	Taxes:	592.54	Net Pay:	3,565.17
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Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,287.16  
 Total Check Amounts: 1,189.76

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	3,072.34
<b>Total:</b>	<b>160.00</b>	<b>3,072.34</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,901.87	188.15	0.00
MC	3,055.49	44.30	44.30
SS	3,055.49	189.44	189.44
Unemployment	3,072.34	0.00	0.00
<b>Total:</b>	<b>421.89</b>	<b>233.74</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,072.34	153.62	135.18
580	0.00	3.06	0.00
590	0.00	0.00	322.22
615	0.00	16.85	0.00
<b>Total:</b>	<b>173.53</b>	<b>457.40</b>	

RECAP 1103 - Fleet Maintenance

Earnings:	3,072.34	Benefits:	0.00	Deductions:	173.53	Taxes:	421.89	Net Pay:	2,476.92
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Department: 2120 - County Treasurer

Total Direct Deposits: 2,766.55  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	12.00	238.47
Hourly	68.00	1,351.27
SAL	1.00	1,967.38
<b>Total:</b>	<b>81.00</b>	<b>3,557.12</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,260.50	226.33	0.00
MC	3,478.36	50.43	50.43
SS	3,478.36	215.66	215.66
Unemployment	3,557.12	0.00	0.00
<b>Total:</b>	<b>492.42</b>	<b>266.09</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,557.12	177.86	156.51
520	0.00	40.00	0.00
551	0.00	42.30	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	2.86	0.00
615	0.00	33.60	0.00
<b>Total:</b>	<b>298.15</b>	<b>800.95</b>	

RECAP 2120 - County Treasurer

Earnings:	3,557.12	Benefits:	0.00	Deductions:	298.15	Taxes:	492.42	Net Pay:	2,766.55
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Department: 2130 - County Auditor

Total Direct Deposits: 7,391.73  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	240.00	5,084.58
OT	5.75	213.75
SAL	-2.00	4,911.34
Vacation	4.00	153.85
<b>Total:</b>	<b>247.75</b>	<b>10,398.14</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,184.73	1,011.82	0.00
MC	9,929.63	143.99	143.99
SS	9,929.63	615.64	615.64
Unemployment	10,341.14	0.00	0.00
<b>Total:</b>	<b>1,771.45</b>	<b>759.63</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,398.14	519.90	457.52
520	0.00	225.00	0.00
550	0.00	57.00	0.00
551	0.00	157.68	0.00
580	0.00	4.59	0.00
590	0.00	161.13	1,304.11
595	0.00	8.31	0.00
610	0.00	16.96	0.00
615	0.00	84.39	0.00
<b>Total:</b>	<b>1,234.96</b>	<b>1,761.63</b>	

RECAP 2130 - County Auditor

Earnings: 10,398.14    Benefits: 0.00    Deductions: 1,234.96    Taxes: 1,771.45    Net Pay: 7,391.73

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,873.86  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	200.00	3,370.62
Hourly	228.00	3,698.81
S	4.00	64.27
SAL	1.00	1,952.50
Vacation	4.00	64.27
<b>Total:</b>	<b>437.00</b>	<b>9,150.47</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,301.28	742.82	0.00
MC	8,888.80	128.90	128.90
SS	8,888.80	551.11	551.11
Unemployment	7,170.73	0.00	0.01
<b>Total:</b>	<b>1,422.83</b>	<b>680.02</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,150.47	457.52	402.62
520	0.00	130.00	0.00
550	0.00	27.24	0.00
551	0.00	40.00	0.00
580	0.00	4.59	0.00
590	0.00	161.13	1,948.55
595	0.00	17.18	0.00
615	0.00	16.12	0.00
<b>Total:</b>	<b>853.78</b>	<b>2,351.17</b>	

RECAP 2140 - Tax Assessor-Collector

Earnings: 9,150.47    Benefits: 0.00    Deductions: 853.78    Taxes: 1,422.83    Net Pay: 6,873.86

Department: 2150 - County Clerk

Total Direct Deposits: 9,782.54  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	305.50	4,986.23
FLOAT	1.00	15.39
Hourly	329.00	5,402.10
S	4.50	76.70
SAL	1.00	1,983.69
<b>Total:</b>	<b>641.00</b>	<b>12,464.11</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,382.27	639.01	0.00
MC	12,065.46	174.95	174.95
SS	12,065.46	748.06	748.06
Unemployment	12,344.82	0.00	0.04
<b>Total:</b>	<b>1,562.02</b>	<b>923.05</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,464.11	623.19	548.42
520	0.00	60.00	0.00
550	0.00	119.29	0.00
551	0.00	170.75	0.00
580	0.00	10.71	0.00
590	0.00	0.00	2,255.54
595	0.00	16.89	0.00
610	0.00	27.00	0.00
615	0.00	91.72	0.00
<b>Total:</b>	<b>1,119.55</b>	<b>2,803.96</b>	

RECAP 2150 - County Clerk

Earnings:	12,464.11	Benefits:	0.00	Deductions:	1,119.55	Taxes:	1,562.02	Net Pay:	9,782.54
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Department: 3000 - County Clerk

Total Direct Deposits: 979.76  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	39.00	652.42
Hourly	40.50	677.52
S	0.50	8.36
<b>Total:</b>	<b>80.00</b>	<b>1,338.30</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,068.12	0.00	0.00
MC	1,135.04	16.46	16.46
SS	1,135.04	70.37	70.37
Unemployment	1,338.30	0.00	0.00
<b>Total:</b>	<b>86.83</b>	<b>86.83</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,338.30	66.92	58.89
551	0.00	19.23	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
615	0.00	22.90	0.00
<b>Total:</b>	<b>271.71</b>	<b>396.34</b>	

RECAP 3000 - County Clerk

Earnings:	1,338.30	Benefits:	0.00	Deductions:	271.71	Taxes:	86.83	Net Pay:	979.76
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Department: 3200 - District Attorney

Total Direct Deposits: 23,006.63  
 Total Check Amounts: 14.92

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
C-19	240.00	4,726.50
Hourly	320.00	6,390.29
L-26 Longevity	0.00	441.55
SAL	7.00	18,951.06
<b>Total:</b>	<b>567.00</b>	<b>30,525.55</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	27,864.34	2,579.17	0.00
MC	29,449.81	427.03	427.03
SS	29,449.81	1,825.88	1,825.88
Unemployment	30,438.07	0.00	0.11
<b>Total:</b>	<b>4,832.08</b>	<b>2,253.02</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	30,509.40	1,525.47	1,342.40
520	0.00	60.00	0.00
550	0.00	71.33	0.00
551	0.00	310.23	0.00
552	0.00	96.15	0.00
580	0.00	10.71	0.00
590	0.00	483.39	3,590.11
595	0.00	17.16	0.00
615	0.00	97.48	0.00
<b>Total:</b>	<b>2,671.92</b>	<b>4,932.51</b>	

RECAP 3200 - District Attorney

Earnings:	30,525.55	Benefits:	0.00	Deductions:	2,671.92	Taxes:	4,832.08	Net Pay:	23,021.55
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Department: 3220 - District Clerk

Total Direct Deposits: 8,448.49  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	280.00	4,686.90
Hourly	276.00	4,617.44
S	4.00	69.41
SAL	1.00	1,988.27
<b>Total:</b>	<b>561.00</b>	<b>11,362.02</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,006.14	734.94	0.00
MC	10,674.24	154.78	154.78
SS	10,674.24	661.81	661.81
Unemployment	11,293.93	0.00	0.02
<b>Total:</b>	<b>1,551.53</b>	<b>816.61</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,362.02	568.10	499.91
520	0.00	100.00	0.00
550	0.00	68.09	0.00
551	0.00	182.29	0.00
580	0.00	6.12	0.00
590	0.00	322.26	2,608.22
595	0.00	14.34	0.00
615	0.00	100.80	0.00
<b>Total:</b>	<b>1,362.00</b>	<b>3,108.13</b>	

RECAP 3220 - District Clerk

Earnings:	11,362.02	Benefits:	0.00	Deductions:	1,362.00	Taxes:	1,551.53	Net Pay:	8,448.49
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Department: 3230 - District Judge

Total Direct Deposits: 5,068.77  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	12.00	214.50
Hourly	66.00	1,179.82
SAL	7.00	5,477.50
Vacation	2.00	35.76
<b>Total:</b>	<b>87.00</b>	<b>6,907.58</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,945.15	386.00	0.00
MC	6,390.51	92.65	92.65
SS	6,390.51	396.20	396.20
Unemployment	6,834.19	0.00	0.03
<b>Total:</b>	<b>874.85</b>	<b>488.88</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,907.58	345.36	303.94
520	0.00	100.00	0.00
550	0.00	27.23	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	322.26	674.90
595	0.00	5.74	0.00
615	0.00	84.92	0.00
<b>Total:</b>	<b>963.96</b>	<b>978.84</b>	

RECAP 3230 - District Judge

Earnings: 6,907.58    Benefits: 0.00    Deductions: 963.96    Taxes: 874.85    Net Pay: 5,068.77

Department: 3240 - County Court Law

Total Direct Deposits: 7,474.79  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
SAL	3.00	7,159.23
<b>Total:</b>	<b>3.00</b>	<b>10,390.00</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,543.52	1,278.25	0.00
MC	10,313.02	149.54	149.54
SS	10,313.02	639.41	639.41
Unemployment	10,335.54	0.00	0.00
<b>Total:</b>	<b>2,067.20</b>	<b>788.95</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,390.00	519.50	457.16
520	0.00	250.00	0.00
550	0.00	54.46	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	5.72	0.00
615	0.00	16.80	0.00
<b>Total:</b>	<b>848.01</b>	<b>1,101.60</b>	

RECAP 3240 - County Court Law

Earnings: 10,390.00    Benefits: 0.00    Deductions: 848.01    Taxes: 2,067.20    Net Pay: 7,474.79

Department: 3251 - JP Prec. 1

Total Direct Deposits: 2,659.29  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	2,593.27
SAL	1.00	1,670.85
<b>Total:</b>	<b>161.00</b>	<b>4,264.12</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,229.61	230.42	0.00
MC	3,442.81	49.92	49.92
SS	3,442.81	213.45	213.45
Unemployment	2,582.89	0.00	0.00
<b>Total:</b>	<b>493.79</b>	<b>263.37</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,264.12	213.20	187.62
550	0.00	38.19	0.00
551	0.00	193.06	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	514.17	981.89
615	0.00	75.89	0.00
<b>Total:</b>	<b>1,111.04</b>	<b>1,169.51</b>	

RECAP 3251 - JP Prec. 1

Earnings:	4,264.12	Benefits:	0.00	Deductions:	1,111.04	Taxes:	493.79	Net Pay:	2,659.29
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Department: 3252 - JP Prec. 2

Total Direct Deposits: 3,312.60  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	2,604.73
SAL	1.00	1,670.85
<b>Total:</b>	<b>161.00</b>	<b>4,275.58</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,952.50	303.10	0.00
MC	4,166.27	60.41	60.41
SS	4,166.27	258.30	258.30
Unemployment	4,248.35	0.00	0.00
<b>Total:</b>	<b>621.81</b>	<b>318.71</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,275.58	213.77	188.13
550	0.00	27.23	0.00
580	0.00	4.59	0.00
590	0.00	0.00	966.66
595	0.00	8.44	0.00
610	0.00	13.50	0.00
615	0.00	73.64	0.00
<b>Total:</b>	<b>341.17</b>	<b>1,154.79</b>	

RECAP 3252 - JP Prec. 2

Earnings:	4,275.58	Benefits:	0.00	Deductions:	341.17	Taxes:	621.81	Net Pay:	3,312.60
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Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,729.18  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	137.00	1,961.50
SAL	1.00	1,670.85
<b>Total:</b>	<b>138.00</b>	<b>3,648.50</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,243.90	252.62	0.00
MC	3,426.32	49.67	49.67
SS	3,426.32	212.43	212.43
Unemployment	3,621.27	0.00	0.01
<b>Total:</b>	<b>514.72</b>	<b>262.11</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,648.50	182.42	160.54
550	0.00	27.23	0.00
590	0.00	161.13	659.67
595	0.00	2.86	0.00
615	0.00	30.96	0.00
<b>Total:</b>	<b>404.60</b>	<b>820.21</b>	

RECAP 3253 - JP Prect. 3

Earnings: 3,648.50    Benefits: 0.00    Deductions: 404.60    Taxes: 514.72    Net Pay: 2,729.18

Department: 3254 - JP Prect. 4

Total Direct Deposits: 1,916.64  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,315.69
SAL	1.00	1,670.85
<b>Total:</b>	<b>81.00</b>	<b>2,986.54</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,579.57	219.58	0.00
MC	2,738.89	39.71	39.71
SS	2,738.89	169.81	169.81
Unemployment	1,315.69	0.00	0.00
<b>Total:</b>	<b>429.10</b>	<b>209.52</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,986.54	149.32	131.41
520	0.00	10.00	0.00
530	0.00	230.77	0.00
550	0.00	13.62	0.00
551	0.00	50.00	0.00
580	0.00	3.06	0.00
590	0.00	161.13	659.67
615	0.00	22.90	0.00
<b>Total:</b>	<b>640.80</b>	<b>791.08</b>	

RECAP 3254 - JP Prect. 4

Earnings: 2,986.54    Benefits: 0.00    Deductions: 640.80    Taxes: 429.10    Net Pay: 1,916.64

Department: 4300 - County Sheriff

Total Direct Deposits: 56,705.93  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	567.71
C-19	878.00	18,680.89
Hourly	2,099.50	42,191.14
OT	64.50	1,682.19
S	12.00	240.59
SAL	4.00	10,272.70
Uniform	0.00	900.00
<b>Total:</b>	<b>3,058.00</b>	<b>74,535.22</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	68,505.13	5,823.76	0.00
MC	72,331.89	1,048.82	1,048.82
SS	72,331.89	4,484.56	4,484.56
Unemployment	71,015.58	0.00	0.03
<b>Total:</b>		<b>11,357.14</b>	<b>5,533.41</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	74,535.22	3,726.76	3,279.56
520	0.00	100.00	0.00
530	0.00	330.46	0.00
550	0.00	377.91	0.00
551	0.00	392.27	0.00
580	0.00	30.60	0.00
590	0.00	966.78	11,691.30
595	0.00	36.65	0.00
610	0.00	81.00	0.00
615	0.00	429.72	0.00
<b>Total:</b>		<b>6,472.15</b>	<b>14,970.86</b>

RECAP 4300 - County Sheriff

Earnings:	74,535.22	Benefits:	0.00	Deductions:	6,472.15	Taxes:	11,357.14	Net Pay:	56,705.93
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Department: 4310 - County Jail

Total Direct Deposits: 70,398.73  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	270.00
C-19	746.00	14,480.89
FH - LAW	20.00	454.08
Hourly	3,375.75	62,488.66
OT	123.50	3,383.49
S	98.00	1,937.42
SAL	3.00	6,329.84
Uniform	0.00	1,100.00
Vacation	86.75	1,756.22
<b>Total:</b>	<b>4,453.00</b>	<b>92,200.60</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	84,891.13	7,293.33	0.00
MC	89,666.29	1,300.19	1,300.19
SS	89,666.29	5,559.28	5,559.28
Unemployment	91,829.03	0.00	0.00
<b>Total:</b>	<b>14,152.80</b>	<b>6,859.47</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	92,200.60	4,610.16	4,056.81
520	0.00	165.00	0.00
530	0.00	274.62	0.00
550	0.00	371.57	0.00
551	0.00	273.04	0.00
580	0.00	24.48	0.00
590	0.00	1,143.40	16,846.82
595	0.00	73.42	0.00
610	0.00	40.50	0.00
615	0.00	672.88	0.00
<b>Total:</b>	<b>7,649.07</b>	<b>20,903.63</b>	

RECAP 4310 - County Jail

Earnings:	92,200.60	Benefits:	0.00	Deductions:	7,649.07	Taxes:	14,152.80	Net Pay:	70,398.73
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Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 1,516.42  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	56.00	750.80
SAL	1.00	1,109.85
<b>Total:</b>	<b>57.00</b>	<b>1,876.80</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,782.96	122.96	0.00
MC	1,876.80	27.22	27.22
SS	1,876.80	116.36	116.36
Unemployment	750.80	0.00	0.01
<b>Total:</b>	<b>266.54</b>	<b>143.59</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,876.80	93.84	82.58
<b>Total:</b>	<b>93.84</b>	<b>82.58</b>	

RECAP 4321 - Constables-Pct. 1

Earnings:	1,876.80	Benefits:	0.00	Deductions:	93.84	Taxes:	266.54	Net Pay:	1,516.42
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Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,056.64  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	138.00	1,865.76
SAL	1.00	1,109.85
<b>Total:</b>	<b>139.00</b>	<b>2,991.76</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,707.91	432.67	0.00
MC	2,857.50	41.43	41.43
SS	2,857.50	177.17	177.17
Unemployment	2,978.14	0.00	0.04
<b>Total:</b>	<b>651.27</b>	<b>651.27</b>	<b>218.64</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,991.76	149.59	131.63
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	322.22
615	0.00	16.80	0.00
<b>Total:</b>	<b>283.85</b>	<b>283.85</b>	<b>453.85</b>

RECAP 4322 - Constables-Pct. 2

Earnings: 2,991.76    Benefits: 0.00    Deductions: 283.85    Taxes: 651.27    Net Pay: 2,056.64

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 2,167.49  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	92.00	1,738.24
SAL	1.00	1,109.85
<b>Total:</b>	<b>93.00</b>	<b>2,864.24</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,473.25	104.08	0.00
MC	2,616.46	37.93	37.93
SS	2,616.46	162.22	162.22
Unemployment	2,837.01	0.00	0.03
<b>Total:</b>	<b>304.23</b>	<b>304.23</b>	<b>200.18</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,864.24	143.21	126.03
550	0.00	27.23	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
595	0.00	8.44	0.00
615	0.00	50.98	0.00
<b>Total:</b>	<b>392.52</b>	<b>392.52</b>	<b>463.48</b>

RECAP 4323 - Constables-Pct. 3

Earnings: 2,864.24    Benefits: 0.00    Deductions: 392.52    Taxes: 304.23    Net Pay: 2,167.49

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,288.95  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	19.23
Hourly	62.00	838.24
SAL	1.00	1,109.85
<b>Total:</b>	<b>63.00</b>	<b>1,967.32</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,577.01	155.31	0.00
MC	1,715.37	24.87	24.87
SS	1,715.37	106.35	106.35
Unemployment	838.24	0.00	0.01
<b>Total:</b>	<b>286.53</b>	<b>131.23</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,967.32	98.36	86.57
520	0.00	40.00	0.00
550	0.00	18.92	0.00
551	0.00	43.26	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
595	0.00	5.74	0.00
615	0.00	22.90	0.00
<b>Total:</b>	<b>391.84</b>	<b>424.02</b>	

RECAP 4324 - Constables-Pct. 4

Earnings:	1,967.32	Benefits:	0.00	Deductions:	391.84	Taxes:	286.53	Net Pay:	1,288.95
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Department: 4330 - Driver's License

Total Direct Deposits: 540.90  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	48.00	636.00
<b>Total:</b>	<b>48.00</b>	<b>636.00</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	604.20	14.65	0.00
MC	636.00	9.22	9.22
SS	636.00	39.43	39.43
Unemployment	636.00	0.00	0.01
<b>Total:</b>	<b>63.30</b>	<b>48.66</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	636.00	31.80	27.98
<b>Total:</b>	<b>31.80</b>	<b>27.98</b>	

RECAP 4330 - Driver's License

Earnings:	636.00	Benefits:	0.00	Deductions:	31.80	Taxes:	63.30	Net Pay:	540.90
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Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,123.93  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	129.20
Hourly	559.00	13,682.75
JP COMP TAKEN	1.00	26.51
SAL	2.00	6,126.31
<b>Total:</b>	<b>562.00</b>	<b>19,964.77</b>

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	1.00	26.51
<b>Total:</b>	<b>1.00</b>	<b>26.51</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,974.54	1,447.01	0.00
MC	18,247.80	264.60	264.60
SS	18,247.80	1,131.35	1,131.35
Unemployment	19,964.77	0.00	0.00
<b>Total:</b>	<b>2,842.96</b>	<b>1,395.95</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,964.77	998.26	878.45
520	0.00	275.00	0.00
551	0.00	571.12	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	821.14	2,638.68
595	0.00	13.89	0.00
615	0.00	118.52	0.00
<b>Total:</b>	<b>2,997.88</b>	<b>3,517.13</b>	

RECAP 5401 - Juvenile Probation

Earnings:	19,964.77	Benefits:	26.51	Deductions:	2,997.88	Taxes:	2,842.96	Net Pay:	14,123.93
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Department: 6520 - Building Maintenance

Total Direct Deposits: 5,749.52  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	48.45
C-19	80.00	1,256.80
Hourly	304.00	5,319.00
S	72.00	1,498.12
SAL	-55.00	529.24
<b>Total:</b>	<b>401.00</b>	<b>8,651.61</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,009.78	594.47	0.00
MC	8,442.36	122.41	122.41
SS	8,442.36	523.42	523.42
Unemployment	8,581.56	0.00	0.00
<b>Total:</b>	<b>1,240.30</b>	<b>645.83</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,651.61	432.58	380.67
520	0.00	1,000.00	0.00
550	0.00	70.05	0.00
551	0.00	105.76	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,933.32
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	24.86	0.00
<b>Total:</b>	<b>1,661.79</b>	<b>2,313.99</b>	

RECAP 6520 - Building Maintenance

Earnings:	8,651.61	Benefits:	0.00	Deductions:	1,661.79	Taxes:	1,240.30	Net Pay:	5,749.52
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Department: 6550 - Elections

Total Direct Deposits: 2,716.30  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	16.00	359.88
Hourly	138.00	1,981.31
SAL	-15.00	1,439.47
<b>Total:</b>	<b>139.00</b>	<b>3,780.66</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,148.80	149.33	0.00
MC	3,397.84	49.26	49.26
SS	3,397.84	210.66	210.66
Unemployment	3,759.89	0.00	0.01
<b>Total:</b>	<b>409.25</b>	<b>259.93</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,780.66	189.04	166.34
520	0.00	60.00	0.00
550	0.00	20.77	0.00
551	0.00	107.69	0.00
580	0.00	3.06	0.00
590	0.00	161.13	659.67
595	0.00	8.31	0.00
610	0.00	20.19	0.00
615	0.00	84.92	0.00
<b>Total:</b>	<b>655.11</b>	<b>826.01</b>	

RECAP 6550 - Elections

Earnings:	3,780.66	Benefits:	0.00	Deductions:	655.11	Taxes:	409.25	Net Pay:	2,716.30
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Department: 6560 - Commissioners Court

Total Direct Deposits: 9,260.37  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	196.36
C-19	12.00	222.68
Hourly	68.00	1,261.83
S	8.00	0.00
SAL	-2.00	11,088.81
<b>Total:</b>	<b>86.00</b>	<b>12,769.68</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,022.83	862.34	0.00
MC	11,686.31	169.45	169.45
SS	11,686.31	724.55	724.55
Unemployment	10,900.36	0.00	0.00
<b>Total:</b>	<b>1,756.34</b>	<b>894.00</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,769.68	638.48	561.85
520	0.00	25.00	0.00
550	0.00	54.47	0.00
551	0.00	100.00	0.00
580	0.00	6.12	0.00
590	0.00	836.63	2,301.23
595	0.00	16.91	0.00
615	0.00	75.36	0.00
<b>Total:</b>	<b>1,752.97</b>	<b>2,863.08</b>	

RECAP 6560 - Commissioners Court

Earnings:	12,769.68	Benefits:	0.00	Deductions:	1,752.97	Taxes:	1,756.34	Net Pay:	9,260.37
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,207.57  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	1,523.38
<b>Total:</b>	<b>1.00</b>	<b>1,539.53</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,462.55	135.68	0.00
MC	1,539.53	22.32	22.32
SS	1,539.53	95.45	95.45
Unemployment	1,539.53	0.00	0.00
<b>Total:</b>	<b>253.45</b>	<b>253.45</b>	<b>117.77</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,539.53	76.98	67.74
580	0.00	1.53	0.00
<b>Total:</b>	<b>78.51</b>	<b>78.51</b>	<b>67.74</b>

RECAP 6570 - Veteran Service Officer

Earnings:	1,539.53	Benefits:	0.00	Deductions:	78.51	Taxes:	253.45	Net Pay:	1,207.57
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Department: 6580 - Human Resources

Total Direct Deposits: 1,175.24  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	-7.00	1,715.48
Vacation	8.00	190.60
<b>Total:</b>	<b>1.00</b>	<b>1,906.08</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,789.10	469.71	0.00
MC	1,884.40	27.32	27.32
SS	1,884.40	116.83	116.83
Unemployment	1,892.46	0.00	0.00
<b>Total:</b>	<b>613.86</b>	<b>613.86</b>	<b>144.15</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,906.08	95.30	83.87
550	0.00	13.62	0.00
615	0.00	8.06	0.00
<b>Total:</b>	<b>116.98</b>	<b>116.98</b>	<b>83.87</b>

RECAP 6580 - Human Resources

Earnings:	1,906.08	Benefits:	0.00	Deductions:	116.98	Taxes:	613.86	Net Pay:	1,175.24
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Department: 6590 - Purchasing

Total Direct Deposits: 1,485.99  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	1,956.92
<b>Total:</b>	<b>1.00</b>	<b>1,973.07</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,847.13	212.29	0.00
MC	1,945.78	28.21	28.21
SS	1,945.78	120.64	120.64
Unemployment	1,973.07	0.00	0.00
<b>Total:</b>	<b>361.14</b>	<b>361.14</b>	<b>148.85</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,973.07	98.65	86.82
551	0.00	19.23	0.00
590	0.00	0.00	322.22
615	0.00	8.06	0.00
<b>Total:</b>	<b>125.94</b>	<b>125.94</b>	<b>409.04</b>

RECAP 6590 - Purchasing

Earnings:	1,973.07	Benefits:	0.00	Deductions:	125.94	Taxes:	361.14	Net Pay:	1,485.99
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Department: 6610 - IT-Technology

Total Direct Deposits: 3,322.45  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
Hourly	80.00	1,831.23
SAL	1.00	2,811.58
<b>Total:</b>	<b>81.00</b>	<b>4,712.05</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,186.02	506.96	0.00
MC	4,621.62	67.01	67.01
SS	4,621.62	286.54	286.54
Unemployment	4,669.24	0.00	0.00
<b>Total:</b>	<b>860.51</b>	<b>860.51</b>	<b>353.55</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,712.05	235.60	207.33
520	0.00	200.00	0.00
550	0.00	42.81	0.00
551	0.00	30.77	0.00
580	0.00	3.06	0.00
590	0.00	0.00	644.44
615	0.00	16.85	0.00
<b>Total:</b>	<b>529.09</b>	<b>529.09</b>	<b>851.77</b>

RECAP 6610 - IT-Technology

Earnings:	4,712.05	Benefits:	0.00	Deductions:	529.09	Taxes:	860.51	Net Pay:	3,322.45
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Department: 6630 - Grants Department

Total Direct Deposits: 1,874.76  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	2,307.69
<b>Total:</b>	<b>1.00</b>	<b>2,323.84</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,207.65	155.11	0.00
MC	2,323.84	33.70	33.70
SS	2,323.84	144.08	144.08
Unemployment	2,323.84	0.00	0.00
<b>Total:</b>	<b>332.89</b>	<b>332.89</b>	<b>177.78</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,323.84	116.19	102.25
<b>Total:</b>	<b>116.19</b>	<b>116.19</b>	<b>102.25</b>

RECAP 6630 - Grants Department

Earnings:	2,323.84	Benefits:	0.00	Deductions:	116.19	Taxes:	332.89	Net Pay:	1,874.76
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Department: 6640 - Code Investigator

Total Direct Deposits: 2,499.22  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
C-19	48.00	876.90
Hourly	112.00	2,199.62
<b>Total:</b>	<b>160.00</b>	<b>3,127.29</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,894.63	160.48	0.00
MC	3,050.99	44.24	44.24
SS	3,050.99	189.16	189.16
Unemployment	3,127.29	0.00	0.00
<b>Total:</b>	<b>393.88</b>	<b>233.40</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,127.29	156.36	137.60
551	0.00	65.38	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	2.86	0.00
615	0.00	8.06	0.00
<b>Total:</b>	<b>234.19</b>	<b>782.04</b>	

RECAP 6640 - Code Investigator

Earnings: 3,127.29    Benefits: 0.00    Deductions: 234.19    Taxes: 393.88    Net Pay: 2,499.22

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,074.13  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,617.00
SAL	1.00	2,235.69
<b>Total:</b>	<b>81.00</b>	<b>3,852.69</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,602.25	236.27	0.00
MC	3,794.88	55.03	55.03
SS	3,794.88	235.29	235.29
Unemployment	3,825.46	0.00	0.03
<b>Total:</b>	<b>526.59</b>	<b>290.35</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,852.69	192.63	169.52
550	0.00	27.23	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	5.72	0.00
615	0.00	24.86	0.00
<b>Total:</b>	<b>251.97</b>	<b>813.96</b>	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,852.69    Benefits: 0.00    Deductions: 251.97    Taxes: 526.59    Net Pay: 3,074.13

**Department: 7610 - Sanitation Department**

Total Direct Deposits: 2,254.22  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,617.58
<b>Total:</b>	<b>140.00</b>	<b>2,652.20</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	2,519.59	60.94	0.00
MC	2,652.20	38.46	38.46
SS	2,652.20	164.44	164.44
Unemployment	2,652.20	0.00	0.01
<b>Total:</b>	<b>2,652.20</b>	<b>263.84</b>	<b>202.91</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,652.20	132.61	116.69
580	0.00	1.53	0.00
590	0.00	0.00	322.22
<b>Total:</b>	<b>2,652.20</b>	<b>134.14</b>	<b>438.91</b>

**RECAP 7610 - Sanitation Department**

Earnings: 2,652.20    Benefits: 0.00    Deductions: 134.14    Taxes: 263.84    Net Pay: 2,254.22

**Department: 8700 - County Agent**

Total Direct Deposits: 3,911.70  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
Hourly	56.00	971.95
SAL	3.00	3,454.69
Vacation	24.00	416.55
<b>Total:</b>	<b>83.00</b>	<b>4,843.19</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,670.03	389.56	0.00
MC	4,820.67	69.90	69.90
SS	4,820.67	298.87	298.87
Unemployment	4,843.19	0.00	0.04
<b>Total:</b>	<b>4,820.67</b>	<b>758.33</b>	<b>368.81</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,012.73	150.64	132.56
590	0.00	0.00	644.44
595	0.00	5.72	0.00
615	0.00	16.80	0.00
<b>Total:</b>	<b>3,012.73</b>	<b>173.16</b>	<b>777.00</b>

**RECAP 8700 - County Agent**

Earnings: 4,843.19    Benefits: 0.00    Deductions: 173.16    Taxes: 758.33    Net Pay: 3,911.70



Caldwell County, TX

# Detail Register

## Payroll Summary

Packet: PYPKT01733 - PAYROLL 04122020 THRU 04252020  
 Payroll Set: 01 - Payroll Set 01

Pay Period: 04/12/2020 - 04/25/2020

Total Direct Deposits: 305,441.79  
 Total Check Amounts: 4,769.25

Males Paid: 138  
 Females Paid: 120  
 Total Employees: 258

### EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	1,632.47
C-19	3,311.50	62,811.16
FH - LAW	20.00	454.08
FLOAT	17.00	375.27
Hourly	11,717.25	220,171.92
JP COMP TAKEN	1.00	26.51
Jud Stip	0.00	3,230.77
L-26 Longevity	0.00	441.55
OT	198.25	5,394.22
S	210.48	4,022.07
SAL	-34.00	109,406.61
Uniform	0.00	2,175.00
Vacation	177.77	3,504.95
<b>Total:</b>	<b>15,619.25</b>	<b>413,646.58</b>

### BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	1.00	26.51
<b>Total:</b>	<b>1.00</b>	<b>26.51</b>

### TAXES

Code	Subject To	Employee	Employer
Federal W/H	373,972.73	31,858.15	0.00
MC	397,402.81	5,762.34	5,762.34
SS	397,402.81	24,638.87	24,638.87
Unemployment	399,287.58	0.00	0.44
<b>Total:</b>	<b>62,259.36</b>	<b>30,401.65</b>	

### DEDUCTIONS

Code	Subject To	Employee	Employer
400	411,799.97	20,590.08	18,119.17
520	0.00	2,840.00	0.00
530	0.00	835.85	0.00
550	0.00	1,851.18	0.00
551	0.00	3,132.51	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	168.30	0.00
590	0.00	8,019.09	67,323.97
595	0.00	310.96	0.00
610	0.00	212.99	0.00
615	0.00	2,641.58	0.00
<b>Total:</b>	<b>41,176.18</b>	<b>85,443.14</b>	

### RECAP 01 - Payroll Set 01

Earnings:	413,646.58	Benefits:	26.51	Deductions:	41,176.18	Taxes:	62,259.36	Net Pay:	310,211.04
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**B. \$92,661.01 (Payroll Tax 04/12/2020  
– 4/25/2020)**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

\$92,661.01(Payroll Tax 4/12/2020 – 4/25/2020)

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

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

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

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

4.   
Signature of Court Member

Date 5/7/2020



Packet: PYPKT01733 - PAYROLL 04122020 THRU 04252020  
Payroll Set: 01 - Payroll Set 01

Pay Period: 04/12/2020 - 04/25/2020

Total Direct Deposits: 305,441.79  
Total Check Amounts: 4,769.25

Males Paid: 138  
Females Paid: 120  
Total Employees: 258

**EARNINGS**

Pay Code	Units	Pay Amount
16S Stipend w/RET	0.00	1,632.47
C-19	3,311.50	62,811.16
FH - LAW	20.00	454.08
FLOAT	17.00	375.27
Hourly	11,717.25	220,171.92
JP COMP TAKEN	1.00	26.51
Jud Stip	0.00	3,230.77
L-26 Longevity	0.00	441.55
OT	198.25	5,394.22
S	210.48	4,022.07
SAL	-34.00	109,406.61
Uniform	0.00	2,175.00
Vacation	177.77	3,504.95
<b>Total:</b>	<b>15,619.25</b>	<b>413,646.58</b>

**BENEFITS**

Pay Code	Units	Pay Amount
JP COMP EARNED	1.00	26.51
<b>Total:</b>	<b>1.00</b>	<b>26.51</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	373,972.73	31,858.15	0.00
MC	397,402.81	5,762.34	5,762.34
SS	397,402.81	24,638.87	24,638.87
Unemployment	399,287.58	0.00	0.44
<b>Total:</b>	<b>62,259.36</b>	<b>30,401.65</b>	

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	411,799.97	20,590.08	18,119.17
520	0.00	2,840.00	0.00
530	0.00	835.85	0.00
550	0.00	1,851.18	0.00
551	0.00	3,132.51	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	168.30	0.00
590	0.00	8,019.09	67,323.97
595	0.00	310.96	0.00
610	0.00	212.99	0.00
615	0.00	2,641.58	0.00
<b>Total:</b>	<b>41,176.18</b>	<b>85,443.14</b>	

**RECAP 01 - Payroll Set 01**

Earnings:	413,646.58	Benefits:	26.51	Deductions:	41,176.18	Taxes:	62,259.36	Net Pay:	310,211.04
-----------	------------	-----------	-------	-------------	-----------	--------	-----------	----------	------------

**C. \$172,915.29 (DMV Remittance)**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

\$172,915.29 DMV remittance

**1. Costs:**

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

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

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

**2. Agenda Speakers:**

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

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

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

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

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

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

Date 5/5/2020



# DMV Remittance

**\$ 172,915.29**

RIS: County Funds Remittan... x

Texas Department of Motor Vehicles  
REGISTRATION & TITLE SYSTEM

Customer Miscellaneous Reports Local Options Accounting Inventory Funds Exit Help

Funds Due Summary ACC017

Select a report using arrow keys and press enter.

Due Date	Funds Report Date	Reporting Date	Total Amount Due	Remittance Amount
03/16/2020	03/07/2020	03/07/2020	49953.57	0.00
03/17/2020	03/14/2020	03/14/2020	40768.05	0.00
03/24/2020	03/21/2020	03/21/2020	44854.19	0.00
04/07/2020	04/04/2020	04/04/2020	31239.48	0.00
Totals			172915.29	0.00

Enter Cancel

User: 028-DLAW, CALDWELL COUNTY, CALDWELL COUNTY MAIN OFFICE

POS Version 9.6.1 (04/23/2020)

10:32 AM 5/3/2020

**D. \$27,178.55 (DMV Comptroller)**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

\$27,178.55 DMV comptroller

**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)	<u>Judge Haden</u>		
-----	--------------------	--	--

(2)			
-----	--	--	--

(3)			
-----	--	--	--

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

4.   
Signature of Court Member

5/5/2020  
Date



Texas Motor Vehicle Sales/Use Tax and Surcharge

a.  17100

Do not write in shaded areas.

c. Taxpayer number  
 32049986444

d. Filing period  
 Month ending 04/30/2020

f. Due date  
 05/10/2020

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

h. IMPORTANT

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

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

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

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

14100 COL. I TAX CALCULATION	17100 COL. II SURCHARGE CALCULATION
1A. <input type="checkbox"/> 429	1B. <input type="checkbox"/> 1
2A. <input type="checkbox"/> 262,235.44	2B. <input type="checkbox"/>
3A. <input type="checkbox"/>	3B. <input type="checkbox"/> 11.45
4A. <input type="checkbox"/>	4B. <input type="checkbox"/>
5A. <input type="checkbox"/>	5B. <input type="checkbox"/>
6A. <input type="checkbox"/>	6B. <input type="checkbox"/>
7A. <input type="checkbox"/>	7B. <input type="checkbox"/>
8A. <input type="checkbox"/> 243,698.85	8B. <input type="checkbox"/> 576.99
9A. <input type="checkbox"/>	9B. <input type="checkbox"/>
10A. <input type="checkbox"/>	10B. <input type="checkbox"/>
11A. <input type="checkbox"/> 18,536.59	11B. <input type="checkbox"/> -565.54
12A. <input type="checkbox"/>	12B. <input type="checkbox"/>
13A. <input type="checkbox"/> 18,536.59	13B. <input type="checkbox"/> -565.54
k. <input type="checkbox"/>	l. <input type="checkbox"/>
14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B) _____	14. <input type="checkbox"/> 17,971.05

14-115 (Rev. 11-18/10)

12. Total amount of prepayments \_\_\_\_\_

13. Amount due (Item 11A minus Item 12A and Item 11B minus 12B) \_\_\_\_\_

14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B) \_\_\_\_\_

Taxpayer name **The Honorable Darla Law (Caldwell County TAC)**

T Code     Taxpayer number     Period  
 17920    32049986444

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

Duly authorized agent (PLEASE PRINT NAME)

Darla Law

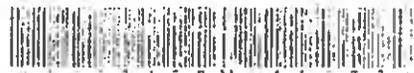
sign here

Business phone 512-398-1830

Date 05/05/2020

Make the amount in Item 14 payable to STATE COMPTROLLER  
 Mail to COMPTROLLER OF PUBLIC ACCOUNTS  
 P.O. Box 149380  
 Austin, Texas 78714-9380

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



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

a. T Code  21100

c. Taxpayer number  
 32049986444

d. Filing period  
 Month Ending 04/30/2020

f. Due date  
 5/10/2020

g. Name and mailing address (Make any necessary name or address changes below.)  
 The Honorable Darla Law (Caldwell County TAC)  
 110 S Main St. Room 101  
 Lockhart, Texas 78644

h. **IMPORTANT**  
 Blacken this box if your mailing address has changed. Show changes by the preprinted information. 1.   
 Blacken this box if you are no longer in office and write in the date you left office. 2.   
 Month Day Year

i.  j.

**Who Must File**

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

**Due Date**

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

**Column B - Title Application Fee/Texas Mobility Fund Instructions**

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

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

	21100 COLUMN A Registration Surcharge	21200 COLUMN B Title Application Fee Texas Mobility Fund
1. Number of registrations and/or title applications (Include any collections made on previous dishonored payments)	1a. <input type="checkbox"/> 17	1b. <input type="checkbox"/> 402
2. Total registration surcharge and/or title application fees collected	2a. <input type="checkbox"/> \$ 1,387.50	2b. <input type="checkbox"/> \$ 7,820.00
3. Claim for dishonored payment	3a. <input type="checkbox"/> \$	3b. <input type="checkbox"/> \$
4. Total surcharge and/or title application fee due (Item 2 minus Item 3)	4a. <input type="checkbox"/> \$	4b. <input type="checkbox"/> \$
*** DO NOT DETACH ***		
5. Prior payments (Include electronic funds submitted for this reporting period)	5a. <input type="checkbox"/> \$	5b. <input type="checkbox"/> \$
6. Total amount due and payable (Item 4 minus Item 5)	6a. <input type="checkbox"/> \$ 1,387.50	6b. <input type="checkbox"/> \$ 7,820.00
7. TOTAL AMOUNT OF MOTOR VEHICLE SURCHARGE AND/OR TITLE APPLICATION FEE DUE AND PAYABLE (Add Item 6a and Item 6b)	k. <input type="checkbox"/>	7. <input type="checkbox"/> \$ 9,207.50
Taxpayer name THE HONORABLE DARLA LAW (CALDWELL COUNTY TAC)		l. <input type="checkbox"/>

T Code     Taxpayer number     Period  
 21920    32049986444

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

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.  
 sign here Taxpayer or duly authorized agent  
 Business phone 512-398-1830 Date 05/05/2020

For assistance, contact us at [www.comptroller.texas.gov](http://www.comptroller.texas.gov) or call 1-800-252-1382

- 3. Accept the April 2020 Environmental Code Enforcer report from Mike Bittner; Backup: 3**

## Caldwell County Agenda Item Request Form

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**AGENDA DATE:** 5/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the April 2020 Environmental Code Enforcer report from Mike Bittner.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ none

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

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

**2. Agenda Speakers:**

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

(1) Judge Haden

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

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

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

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

5/5/2020  
\_\_\_\_\_  
**Date**



## ENVIRONMENTAL CODE INVESTIGATORS REPORT

April 2020

Number of Cases worked that were or still are in violation of either the Texas Health and Safety Code 341 Nuisances and General Sanitation, Texas Health and Safety Code 343 Public Nuisances, Caldwell County Septic Ordinance, Development Ordinance, Junk Yard Ordinance or Flood ordinance and Texas Health and Safety Code 365.

The County is divided into two sections for Enforcement. Hwy 183 East to Hwy 21 South to County Boundary is Zone 1 worked By Officer M. Bittner.

Hwy 183 West to Hwy 21 North and South to County Boundary is Zone 2 worked by Officer L. Ramirez. We both work all zones when needed on cases or dump sites.

**Breakdown on the cases worked in April 2020.**

Zone 1 – 25 cases, / Zone 2 – 12 cases- Notice of Violations are mailed out or given to the possible violator(s) for Compliance to be met

Zone 1- 23 cases, / Zone 2- 0 cases - Citation(s) issued to the violator where compliance has not been met. Most cases has multiple charges per citation and multiple citations issued within the month time frame. Citations are filed in the different Justice of Peace Courts in the County.

Zone 1- 15 cases, / Zone 2 – 5 cases- are still pending in the JP Courts for compliance to be met.

Zone 1- 8 cases, / Zone 2 – 0 cases- are still pending in the District Attorney's office

Zone 1 – 53 cases, / Zone 2 – 2 cases- compliance was gained

Zone 1 – 16 cases, / Zone 2 – 21 cases- reported that was unfounded and closed

Zone 1 – 20 sites, / Zone 2 – 13 sites found while on patrol in the County of illegal Dumping in the County Right of Way, refuse/rubbish was cleaned up and disposed of legally.

Refuse and rubbish that was dumped on County Property and removed est. total wt. from both zones. 2,100 lbs.

**We investigated all called in complaints, worked on case preparation, reports, issued citations, mail outs. Code Department and Unit Road both cleaned up dumpsites that were reported or found. Worked with Law Enforcement and State Agencies on cases to gain compliance.**



**Code Enforcement Officer  
Mike Bittner**

**Assistant Code Officer  
Leticia Ramirez**

**4. Accept Bond #64656404 for Amy Horne at JP2; Backup: 2**

**Caldwell County Agenda Item Request Form**

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AGENDA DATE: 5.12.2020

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?  
at accept Bond #64656404 for Amy Horne at JP2

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

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

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

**2. Agenda Speakers:**

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

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

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

\_\_\_\_\_ **Date**

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone: 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE NO. 17536</b>		<b>Page 1</b>
ACCOUNT NO. CALDW01	OP JB	DATE 04/21/2020
BOND Dec Page		
POLICY # 64656404		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 05/23/2020	EXPIRATION 05/23/2021	BALANCE DUE ON

Itm #	Eff Date	Trn	Description	Amount
143112	05/23/20	REN	Amy Horne - <del>County Clerk</del> JP2.	\$50.00
<b>Invoice Balance:</b>				\$50.00

*waiting on callback  
4/23/20*

- 5. Accept the April 2020 County Extension Agent Report for Wayne Morse; Backup: 2**

**Caldwell County Agenda Item Request Form**

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AGENDA DATE: 5.12.2020

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

To accept the April 2020 County Extension Agent Report for Wayne Morse

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

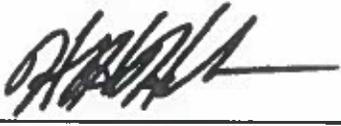
Is this cost included in the County Budget? \_\_\_\_\_

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

**2. Agenda Speakers:**

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

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

4.   
Signature of Court Member

5/1/2020  
Date



- 6. Accept the Appraisal District Board of Directors audit report for 2019;  
Backup: 37**

**Caldwell County Agenda Item Request Form**

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AGENDA DATE: 5.12.2020

**Type of Agenda Item**

- Consent     Discussion/Action     Executive Session     Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

at accept the Appraisal District Board of Directors audit report for 2019

1. **Costs:**

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

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

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

2. **Agenda Speakers:**

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

3. **Backup Materials:**     None     To Be Distributed    37 total # of backup pages (including this page)

4.   
Signature of Court Member

5/11/2020  
Date

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# Caldwell County Appraisal District

DATE: April 29, 2020  
TO: Taxing Jurisdiction Presiding Officer  
FROM: Shanna Ramzinski, Chief Appraiser

The Caldwell County Appraisal District Board of Directors approved the 2019 audit report on April 28, 2020.

A copy of the 2019 audit report is enclosed.

Sincerely,

  
Shanna Ramzinski  
Chief Appraiser

Enc: 2019 Financial Audit



211 Bufkin Ln  
P.O. Box 900  
Lockhart, Texas 78644  
United States

PHONE (512) 398-5550  
FAX (512) 398-5551  
E-MAIL [general@caldwellcad.org](mailto:general@caldwellcad.org)  
WEB SITE [www.caldwellcad.org](http://www.caldwellcad.org)



Financial Statements  
December 31, 2019

# Caldwell County Appraisal District

Caldwell County Appraisal District  
Table of Contents  
December 31, 2019

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Independent Auditor’s Report.....	1
Management’s Discussion and Analysis .....	3
<b>Financial Statements</b>	
Statement of Net Position and Governmental Fund Balance Sheet.....	8
Note A – Adjustments to the Governmental Fund Balance Sheet .....	9
Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance.....	10
Note B – Adjustments to the Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund Balance.....	11
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund.....	12
Statement of Fiduciary Net Position.....	13
Statement of Changes in Fiduciary Net Position .....	14
Notes to Financial Statements .....	15
<b>Required Supplementary Information</b>	
Schedule of Employer Contributions – Texas County & District Retirement System.....	30
Schedule of Changes in Net Pension Liability and Related Ratios–Texas County & District Retirement System	31
Notes to Required Supplementary Information .....	32



## Independent Auditor's Report

The Board of Directors  
Caldwell County Appraisal District  
Lockhart, Texas

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund and the aggregate remaining fund information of the Caldwell County Appraisal District as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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 Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund and the aggregate remaining fund information of the Caldwell County Appraisal District as of December 31, 2019, and the respective changes in financial position and the respective budgetary comparison for the general fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### **Change in Accounting Principle**

As discussed in Note 3 to the financial statements, the District has adopted the provisions of Government Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*, which has resulted in a change in reporting from an agency fund to custodial fund. Our opinions are not modified with respect to this matter.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and pension information on pages 3 through 7 and 30 through 32 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Eide Bailly LLP*

Abilene, Texas  
April 23, 2020

As management of Caldwell County Appraisal District (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2019.

## FINANCIAL HIGHLIGHTS

### Government-Wide

- The District's net position on a government-wide basis totaled \$300,288 at December 31, 2019, an increase of \$2,305 or 0.77% over December 31, 2018. Approximately 33.6% of this balance is invested in capital assets, net of related debt.

### General Fund

- At the end of the current fiscal year, total fund balance for the General Fund was \$277,832, of which \$9,385 is committed for future purchases of equipment by the Board and \$121,785 is assigned for refund. \$146,662 is available to meet the District's ongoing obligations.

## OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private sector business.

The Statement of Net Position presents information on all of the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. Net position is equivalent to the equity section of a private-sector balance sheet.

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., depreciation, accrued personal leave).

The government-wide financial statements of the District are principally funded by monies provided from local taxing entities (governmental activities). The District does not have any business-type activities.

The government wide financial statements can be found on pages 8 through 11 of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The District utilizes only governmental funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on how money flows into and out of those funds and the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called modified accrual basis of accounting, which measures cash and all other financial assets that can readily be converted to cash. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of the general fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the general fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between the governmental funds and governmental activities. The governmental fund financial statements can be found on pages 8 through 11 of this report.

The District adopts an annual budget for its General Fund. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with this budget. The budgetary comparison schedule can be found on page 12 of this report.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District is the trustee, or fiduciary, for these funds and is responsible for ensuring that the assets reported in this fund are used for their intended purposes. The basic fiduciary fund financial statements can be found on pages 13 and 14 of this report.

**Notes to the financial statements.** The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 through 29 of this report.

**Required supplementary information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that is required by Governmental Accounting Standards Board to be a part of the District's basic financial statements. Required supplementary information can be found on pages 30-32 of this report.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

A large portion of the District's net position reflects its investment in capital assets (e.g., furniture and equipment). The District uses these capital assets to provide services to the taxing entities we serve; consequently, these assets are not available for future spending.

Additionally, a portion of the District's net position represents unrestricted financial resources available for future operations.

**Summary of Statement of Net Position**

	Governmental Activities	
	2019	2018
Current and other assets	\$ 703,525	\$ 665,734
Capital assets, net	1,371,073	1,394,609
Total assets	2,074,598	2,060,343
Deferred outflows of resources	167,892	87,364
Current liabilities	425,693	399,821
Noncurrent liabilities	1,455,067	1,393,529
Total liabilities	1,880,760	1,793,350
Deferred inflows of resources	61,442	56,374
Net position		
Net investment in capital assets	101,008	94,352
Unrestricted	199,280	203,631
Total net position	\$ 300,288	\$ 297,983

**GOVERNMENTAL ACTIVITIES**

Revenues for the District's governmental activities were \$1,296,125 while total expenses were \$1,293,820 for a net increase in net position of \$2,305.

**Changes in Net Position  
For the Fiscal Year Ended December 31,**

	Governmental Activities	
	2019	2018
<b>Revenues</b>		
Assessments	\$ 1,379,189	\$ 1,348,761
Less refunds to taxing authorities	(134,241)	(109,563)
Interest income	19,114	15,652
Other income	32,063	31,399
	<b>1,296,125</b>	<b>1,286,249</b>
<b>Expenses</b>		
Salaries and benefits	860,089	791,478
Purchased and contracted services	137,765	138,500
Supplies and postage	50,051	57,951
Data processing	72,272	69,971
Other operating	33,142	41,132
Plant services	37,259	33,774
Debt service - interest	40,364	41,295
Noncapitalized capital outlay	7,820	14,884
Depreciation	55,058	52,349
	<b>1,293,820</b>	<b>1,241,334</b>
<b>Change in net position</b>	<b>2,305</b>	<b>44,915</b>
<b>Net position, beginning</b>	<b>297,983</b>	<b>253,068</b>
<b>Net position, ending</b>	<b>\$ 300,288</b>	<b>\$ 297,983</b>

**FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District's governmental fund is discussed below:

**Governmental fund.** The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the chief operating fund of the District. At the end of the fiscal year, the District's general fund (as presented in the balance sheet on page 8) reported an ending fund balance of \$277,832.

Budgetary highlights. Actual expenditures were less than budget by \$120,935. Savings were noted in salaries and benefits, purchased and contracted services, supplies and postage, data processing, other operating, plant services, debt service and capital outlay expenditures.

**CAPITAL ASSETS AND LONG-TERM OBLIGATIONS**

Capital assets. The District's investment in capital assets for its governmental activities as of December 31, 2019, amounts to \$1,371,073 (net of accumulated depreciation). This represents a decrease of \$23,536 from the prior fiscal year. This investment in capital assets includes furniture and equipment, vehicles and the administrative building. Additional information on the District's capital assets can be found in Note 6 (page 20) in the notes to the financial statements.

**Capital Assets Schedule (net of depreciation)**

	Governmental Activities	
	2019	2018
Land	\$ 96,400	\$ 96,400
Building	1,397,108	1,397,108
Vehicles	88,638	67,561
Office and computer equipment	269,592	259,147
Total capital assets	1,851,738	1,820,216
Less accumulated depreciation	480,665	425,607
Total capital assets, net	\$ 1,371,073	\$ 1,394,609

Long-term obligations. At the end of the current fiscal year, the District had long-term obligations for its notes payable, compensated absences and its net pension liability in the amounts of \$1,270,065; \$26,907; and \$158,095, respectively. Additional information on the District's long-term obligations can be found in Notes 6 and 9 (pages 20-28) in the notes to the financial statements.

**REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the District's finances and accountability. If you have any questions concerning this report, or if you need any additional information, please contact the Caldwell County Appraisal District, Shanna Ramzinski, 211 Bufkin Lane, Lockhart, Texas, 78644.

Caldwell County Appraisal District  
Statement of Net Position and Governmental Fund Balance Sheet  
December 31, 2019

	General Fund	Adjustments (Note A)	Statement of Net Position
<b>Assets</b>			
Cash and cash equivalents	\$ 676,674	\$ -	\$ 676,674
Due from custodial fund	26,851	-	26,851
Capital assets, net	-	1,371,073	1,371,073
<b>Total assets</b>	<b>703,525</b>	<b>1,371,073</b>	<b>2,074,598</b>
<b>Deferred outflows of resources</b>			
Deferred outflows - pension	-	167,892	167,892
<b>Total assets and deferred outflows of resources</b>	<b>\$ 703,525</b>	<b>1,538,965</b>	<b>2,242,490</b>
<b>Liabilities</b>			
Accounts payable	\$ 62,054	-	62,054
Unearned revenue	363,639	-	363,639
<b>Noncurrent liabilities</b>			
Due within one year	-	31,153	31,153
Due in more than one year	-	1,423,914	1,423,914
<b>Total liabilities</b>	<b>425,693</b>	<b>1,455,067</b>	<b>1,880,760</b>
<b>Deferred inflows of resources</b>			
Deferred inflows - pension	-	61,442	61,442
<b>Fund balance/net position</b>			
<b>Fund balances</b>			
Committed for equipment purchase	9,385	(9,385)	-
Assigned for refund	121,785	(121,785)	-
Unassigned	146,662	(146,662)	-
<b>Total fund balances</b>	<b>277,832</b>	<b>(277,832)</b>	<b>-</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 703,525</b>	<b>1,238,677</b>	<b>1,942,202</b>
<b>Net Position</b>			
Net investment in capital assets		101,008	101,008
Unrestricted		199,280	199,280
<b>Total net position</b>		<b>\$ 300,288</b>	<b>\$ 300,288</b>

Caldwell County Appraisal District  
Note A – Adjustments to the Governmental Fund Balance Sheet  
December 31, 2019

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Total Fund Balances - Governmental Fund Balance Sheet	\$ 277,832
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the end of the year, the cost of these assets was \$1,851,738 and the accumulated depreciation was \$480,665. The net effect of including capital assets (net of depreciation) in the governmental activities is an increase to net position.	1,371,073
Accrued liabilities for compensated absences for personal leave are not due and payable in the current period and therefore have not been included in the fund financial statements. The net effect of including the accrual for compensated absences in the governmental activities is a decrease to net position.	(26,907)
Notes payable are not due and payable in the current period, and, therefore are not reported as a liability in governmental funds. The net effect of including notes payable in the governmental activities is a decrease to net position.	(1,270,065)
The District recognized a net pension liability in the amount of \$158,095, deferred outflow of resources of \$167,892 and a deferred inflow of resources of \$61,442. The net effect of these is a decrease to net position.	<u>(51,645)</u>
Total Net Position - Statement of Net Position	<u>\$ 300,288</u>

Caldwell County Appraisal District  
Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance  
Year Ended December 31, 2019

	General Fund	Adjustments (Note B)	Statement of Activities
<b>Revenues</b>			
Assessments from taxing authorities	\$ 1,379,189	\$ -	\$ 1,379,189
Refund to taxing authorities	(134,241)	-	(134,241)
Interest income	19,114	-	19,114
Other income	32,063	-	32,063
<b>Total revenues</b>	<b>1,296,125</b>	<b>-</b>	<b>1,296,125</b>
<b>Expenditures</b>			
<b>Current</b>			
Salaries and benefits	843,819	16,270	860,089
Purchased and contracted services	137,765	-	137,765
Supplies and postage	50,051	-	50,051
Data processing	72,272	-	72,272
Other operating	33,142	-	33,142
Plant services	37,259	-	37,259
<b>Debt service</b>			
Principal on long term debt	30,192	(30,192)	-
Interest on long term debt	40,364	-	40,364
Capital outlay	39,342	(31,522)	7,820
Depreciation	-	55,058	55,058
<b>Total expenditures</b>	<b>1,284,206</b>	<b>9,614</b>	<b>1,293,820</b>
<b>Change in fund balance/net position</b>	<b>11,919</b>	<b>(9,614)</b>	<b>2,305</b>
<b>Fund balance/net position</b>			
Beginning of year	265,913	32,070	297,983
<b>End of year</b>	<b>\$ 277,832</b>	<b>\$ 22,456</b>	<b>\$ 300,288</b>

Caldwell County Appraisal District

Note B – Adjustments to the Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund Balance  
 Year Ended December 31, 2019

Net Change in Fund Balance - Total Governmental Fund	\$ 11,919
Amount reported for governmental activities in the statement of activities are different because:	
Increases to liabilities for compensated absences for personal leave are not shown in the fund financial statements. The net effect of the current year's increase in the liabilities is to decrease net position.	(5,753)
Repayment of notes payable principal of \$30,192 is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position and is not an expense on the statement of activities. The net result of principal paid on notes payable is an increase in net position.	30,192
Current year capital outlays are expenditures in the fund financial statements but are shown as increases in capital assets in the government wide financial statements.	31,522
Depreciation is not recognized as an expenditure in governmental funds since it does not require the use of current financial resources. The effect of recording current year depreciation is to decrease net position.	(55,058)
Certain expenditures for the pension that are recorded to the fund financial statements must be recorded as deferred outflows of resources. Contributions made after the measurement date cause net position to increase in the amount of \$58,531. The District's unrecognized deferred outflows and inflows for TCDRS as of the measurement date must be amortized and the District's pension expense must be recognized. These cause the changes in net position to decrease in the amount of \$69,048. The net effect is a decrease in net position.	<u>(10,517)</u>
Change in Net Position - Statement of Activities	<u>\$ 2,305</u>

Caldwell County Appraisal District  
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund  
Year Ended December 31, 2019

	Original Budget	Final Budget	Actual	Variance from Final Budget
<b>Revenues</b>				
Assessments from taxing authorities	\$ 1,379,189	\$ 1,379,189	\$ 1,379,189	\$ -
Refund to taxing authorities	(134,241)	(134,241)	(134,241)	-
Interest income	-	-	19,114	19,114
Other income	-	-	32,063	32,063
<b>Total revenues</b>	<b>1,244,948</b>	<b>1,244,948</b>	<b>1,296,125</b>	<b>51,177</b>
<b>Expenditures</b>				
<b>Current</b>				
Salaries and benefits	879,996	879,996	843,819	36,177
Purchased and contracted services	149,775	149,775	137,765	12,010
Supplies and postage	65,400	65,400	50,051	15,349
Data processing	80,150	80,150	72,272	7,878
Other operating	59,700	59,700	33,142	26,558
Plant services	48,900	48,900	37,259	11,641
<b>Debt service</b>				
Principal on long term debt	71,020	71,020	30,192	40,828
Interest on long term debt	-	-	40,364	(40,364)
Capital outlay	50,200	50,200	39,342	10,858
<b>Total expenditures</b>	<b>1,405,141</b>	<b>1,405,141</b>	<b>1,284,206</b>	<b>120,935</b>
<b>Change in Fund Balance</b>	<b>(160,193)</b>	<b>(160,193)</b>	<b>11,919</b>	<b>172,112</b>
<b>Fund balance</b>				
Beginning of year	265,913	265,913	265,913	-
<b>End of year</b>	<b>\$ 105,720</b>	<b>\$ 105,720</b>	<b>\$ 277,832</b>	<b>\$ 172,112</b>

**Caldwell County Appraisal District**  
**Statement of Fiduciary Net Position**  
**December 31, 2019**

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	<u>Custodial Fund</u>
<b>Assets</b>	
Cash and cash investments	<u>\$ 2,845,026</u>
<b>Total assets</b>	<u>2,845,026</u>
<b>Liabilities</b>	
Due to general fund	26,851
Amounts due to taxing authorities	<u>2,818,175</u>
<b>Total liabilities</b>	<u>2,845,026</u>
<b>Net Position</b>	<u>\$ -</u>

Caldwell County Appraisal District  
Statement of Changes in Fiduciary Net Position  
Year Ended December 31, 2019

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	Custodial Fund
<b>Additions</b>	
Ad valorem tax collections for other governments	\$ 63,143,211
Total additions	63,143,211
<b>Deductions</b>	
Ad valorem tax disbursements to other governments	63,143,211
Total deductions	63,143,211
Change in fiduciary net position	-
Fiduciary net position, beginning	-
Fiduciary net position, ending	\$ -

**Note 1 - Reporting Entity**

Caldwell County Appraisal District (the District) was organized, created and established pursuant to rules established by the Texas Property Code (the Code) Section 6.01. The Code established an appraisal district in each county of the State of Texas. The District is responsible for appraising property in the District for ad valorem tax purposes of each taxing unit that imposes ad valorem taxes on property in the District.

The District is a political subdivision of the State of Texas and is considered a primary government. The financial statements of the District consist only of the funds of the District. The District has no oversight responsibility for any other governmental entity since no other entities are considered to be controlled by or dependent on the District. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board. Additionally, as the District is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

**Note 2 - Government-Wide and Fund Financial Statements**

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the activities of the primary government. The effect of interfund activity has been removed from these statements.

**Note 3 - Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Appraisal and collections revenues are recognized as soon as they are both measurable and available. Appraisal and collections revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenue to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest income is considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when the District receives cash.

The District reports the following governmental fund:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Additionally, the District reports the following fund type:

The Custodial fund is a fiduciary fund type used to account for the collection and disbursement of ad valorem taxes of the taxing authorities in the District.

**Implementation of GASB Statement No. 84**

As of January 1, 2019, the District implemented GASB Statement No. 84, Fiduciary Activities. The objective of this Statement is to improve the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The requirements of this Statement will enhance consistency and comparability by establishing specific criteria for identifying activities that should be reported as fiduciary activities. As a result of implementing this Statement, the District is reporting its fiduciary activity in a custodial fund, rather than the previously reported agency fund. In addition, a statement of changes in fiduciary net position is now reported as part of the basic financial statements.

**Note 4 - Assets, Liabilities and Net Position or Equity**

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States or its agencies, direct obligations of the State of Texas or its agencies, prime domestic bankers acceptances, commercial paper, SEC registered no-load money market mutual funds, other obligations which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, and obligations of states, agencies, counties, cities and other political subdivisions having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. During the year ended December 31, 2019, the District did not own any types of securities other than those permitted by statute.

The Board of Directors of the District authorize the District to invest, with certain stipulations, in obligations of the U.S. Government, its agencies and instrumentalities, not to exceed two (2) years to stated maturity, and excluding mortgage backed securities; fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, not to exceed one year to stated maturity; no-load, SEC registered money market mutual funds; constant dollar, AAA-rated Texas local government investment pools and depository time accounts of a bank doing business in Texas under a written depository agreement and providing for 102% collateral held independently of the pledging bank. At December 31, 2019, the District had \$3,218,429 (bank balances) invested in interest-bearing checking or savings accounts.

**Capital Assets**

Capital assets, which include property, plant and equipment, are reported in the statement of net position. The District defines capital assets with an initial, individual cost of \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at acquisition value. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Building	30
Computers	5
Vehicles	5
Office equipment/ software	7-10

**Long-Term Obligations**

In the government-wide financial statements, long-term obligations such as notes payable and accrued compensated absences for personal leave are reported as liabilities in the statement of net position.

**Compensated Absences**

Compensated absences are reported as expenditures and a fund liability of the general fund only if they have matured, for example, as a result of employee resignations and retirements. Compensated absences are accrued as a long-term liability in the statement of net position when incurred.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows of resources and liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**Deferred Outflows**

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The District has deferred outflows of resources related to its pension plan.

#### **Deferred Inflows**

In addition to liabilities, the statement of net position will report a separate section for deferred inflows of resources. This separate financial element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has deferred inflows of resources related to its pension plan.

#### **Pensions**

The fiduciary net position of the District's plan with Texas County & District Retirement System (TCDRS) has been determined using the economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities and additions to/deductions from TCERS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### **Appraisal Assessments**

The District is primarily supported by appraisal and collections assessments from the taxing entities in the District. These assessments are calculated using each entity's percentage of the District's operating budget based on each entity's total appraised levy within the District.

### **Note 5 - Stewardship, Compliance and Accountability**

#### **Budgetary Information**

A budget is adopted for the general fund on a basis consistent with generally accepted accounting principles. The operating budget was formally adopted by the Board of Directors ("the Board") at a public meeting prior to the start of the fiscal year in accordance with the Texas Property Tax Code Sections 6.06(a) and 6.06(b). The formally adopted budget may be legally amended by the Board with approval of the taxing entities in accordance with the Texas Property Tax Code Section 6.06(c). Budget transfers between expenditure line items require approval by the Board. Budgetary control is exercised at the department level.

### **Note 6 - Detailed Notes on All Funds**

#### **Deposits and Investments**

Custodial credit risk for deposits: State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity or its agent. At year end, the carrying amount of the District's deposits in commercial banks was fully secured by securities pledged to the District and held by an agency of the District in the District's name.

**Compliance with the Public Funds Investment Act:** The Public Funds Investment Act (Government Code, Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. The 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 allowable based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit.

**Interest rate risk and concentration of credit risk:** In accordance with its investment policy, the District manages its exposure to declines in fair value by limiting the portfolio's concentration by industry of its investments as follows in the table below. Furthermore, the District may not invest more than 20% of the portfolio for a period greater than one year. The maximum weighted average maturity of the portfolio may not exceed 180 days and the maximum stated maturity of any security may not exceed two years.

	<u>Max. % of Portfolio</u>
U.S. Treasuries and securities with the U.S. Government's guarantee	not to exceed 80%
U.S. Government agencies and Instrumentalities	not to exceed 60%
Fully insured or collateralized CDs	not to exceed 50%
SEC Registered money market funds	not to exceed 80%
Local Government Investment Pools (Constant dollar)	not to exceed 80%

**Credit risk – investments:** State law and District policy limit investments in local government investment pools to those rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. At December 31, 2019, the District had no investments in local government investment pools.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. 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 District does not have any investments subject to recurring fair value measurements at December 31, 2019.

Caldwell County Appraisal District  
Notes to Financial Statements  
December 31, 2019

**Capital Assets**

Capital asset activity for the year ended December 31, 2019, was as follows:

	Balance January 1, 2019	Additions	Retirements	Balance December 31, 2019
<b>Governmental Activities:</b>				
Capital assets, not being depreciated				
Land	\$ 96,400	\$ -	\$ -	\$ 96,400
Total capital assets, not being depreciated	96,400	-	-	96,400
Capital assets, being depreciated				
Office building	1,397,108	-	-	1,397,108
Vehicles	67,561	21,077	-	88,638
Office and computer equipment	259,147	10,445	-	269,592
Total capital assets, being depreciated	1,723,816	31,522	-	1,755,338
Accumulated depreciation				
Office building	(120,946)	(46,570)	-	(167,516)
Vehicles	(51,351)	(5,570)	-	(56,921)
Office and computer equipment	(253,310)	(2,918)	-	(256,228)
Total accumulated depreciation	(425,607)	(55,058)	-	(480,665)
Total capital assets, being depreciated, net	1,298,209	(23,536)	-	1,274,673
Governmental activities capital assets, net	<u>\$ 1,394,609</u>	<u>\$ (23,536)</u>	<u>\$ -</u>	<u>\$ 1,371,073</u>

The District recognized depreciation expense of \$55,058 in the statement of activities.

**Long-Term Obligations**

On October 27, 2015, the District obtained a note payable for the purchase of land and construction of its new building in the amount of \$1,362,392. The note carries an interest rate of 3.1375%. The District is making monthly principal and interest payments in the amount of \$5,880 until the note matures on October 27, 2046.

Caldwell County Appraisal District  
Notes to Financial Statements  
December 31, 2019

Debt service requirements are as follows:

Fiscal Year	Principal	Interest	Total Requirements
2020	\$ 31,153	\$ 39,402	\$ 70,555
2021	32,145	38,410	70,555
2022	33,168	37,387	70,555
2023	34,224	36,332	70,556
2024	35,313	35,242	70,555
2025-2029	194,159	158,618	352,777
2030-2034	227,090	125,687	352,777
2035-2039	265,607	87,170	352,777
2040-2044	310,656	42,120	352,776
2045-2046	106,550	2,750	109,300
	<u>\$ 1,270,065</u>	<u>\$ 603,118</u>	<u>\$ 1,873,183</u>

The changes in long-term obligations for the year ended December 31, 2019, are as follows:

	Balance January 1, 2019	Additions	Retirements	Balance December 31, 2019	Due Within One Year
Net pension liability	\$ 72,118	\$ 212,642	\$ (126,665)	\$ 158,095	\$ -
Notes payable	1,300,257	-	(30,192)	1,270,065	31,153
Accrued personal leave	21,154	7,384	(1,631)	26,907	-
Total long-term obligations	<u>\$ 1,393,529</u>	<u>\$ 220,026</u>	<u>\$ (158,488)</u>	<u>\$ 1,455,067</u>	<u>\$ 31,153</u>

**Note 7 - Unearned Revenue**

The District assesses appraisal and collection fees for the first quarter of the following year, prior to year-end. At December 31, 2019, the District had recorded unearned revenue of \$363,639 for appraisal and collections assessments for 2020.

**Note 8 - Fund Balance**

The fund financial statements present fund balances classified in a hierarchy based on the strength of the constraints governing how these balances can be spent. These classifications are listed below in descending order of restrictiveness:

Nonspendable fund balance includes fund balances that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. At December 31, 2019, the District had no nonspendable fund balances.

Restricted fund balance includes the amount that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. At December 31, 2019, the District had no restricted fund balances.

Committed fund balance is established and modified by a resolution from the District's Board, the District's highest level of decision-making authority, and can be used only for the specific purposes determined by the Board's resolution. At December 31, 2019, the District had committed fund balance of \$9,385 for the purpose of future equipment purchases.

Assigned fund balance is intended to be used by the District for specific purposes but does not meet the criteria to be classified as restricted or committed. At December 31, 2019, the District had \$121,785 in fund balance assigned for the purposes of refunding the 2019 budget surplus to its taxing entities.

Unassigned fund balance is the residual classification for the District's general fund and includes all spendable amounts not contained in the other classifications.

The District uses restricted amounts first when both restricted and unrestricted fund balance are available. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

## **Note 9 - Pension Plan**

### **Plan Description**

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the state-wide agent multiple-employer public employee retirement system consisting of 781 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the Texas County & District Retirement System at Barton Oaks Plaza IV, Ste. 500, 901 S. MoPac Expy., Austin, TX 78746, or at <https://www.tcdrs.org>.

### **Benefits Provided**

The plan provisions are adopted by the governing body of the District, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service or with 30 years of service regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump-sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's deposits to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. There are no automatic post-employment benefit changes, including automatic COLAs. Ad hoc post-employment benefit changes, including ad hoc COLAs, can be granted by the District's Board within certain guidelines.

**Membership**

District membership in the TCDRS plan at December 31, 2018, consisted of the following:

Inactive Employees' Accounts		
Receiving Benefits		3
Entitled to but not yet receiving benefits		3
Total		6
Active Employees' Accounts		14
Total		14

**Contributions**

The District has elected the annually determined contribution rate (Variable-Rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the District based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the District is actuarially determined annually. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

	Contribution Rates	
	2018	2019
Member	7.0%	7.0%
Employer	9.44%	9.29%
Employer contributions	\$ 56,568	\$ 58,531
Member contributions	41,946	44,103

**Actuarial Assumptions**

The total pension liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	December 31, 2018
Actuarial Cost Method	Entry age normal
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	11.8 years
Asset Valuation Method	5 year smoothed market
Discount Rate	8.10%
Long-term expected Investment Rate of Return*	8.10%
Salary Increases*	4.90%, average
Payroll Growth Rate	0.0%
*Includes Inflation of 2.75%	

The plan does not have an automatic cost-of-living adjustment and one is not considered to be substantively automatic under GASB No. 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculation or in the funding valuation. Each year, the plan may elect an ad-hoc COLA for its retirees.

Mortality rates for depositing members were based on 90% of the RP-2014 Active Employee Mortality Table for males and females as appropriate, with adjustments, projected with 110% of the MP-2014 Ultimate Scale after 2014. Service retirees, beneficiaries, and non-depositing members were based on 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females as appropriate, with adjustments, projected with 110% of the MP-2014 Ultimate Scale after 2014. Disabled retirees were based on 130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the MP-2014 Disabled Annuitant Mortality Table for females as appropriate, with adjustments, projected with 110% of the MP-2014 Ultimate Scale after 2014.

The actuarial assumptions were developed from an actuarial experience investigation of TCDRS over the years 2013 - 2016. Assumptions were recommended by Milliman, Inc., adopted by the TCDRS Board of Trustees in 2017 and first used in the December 31, 2017 actuarial valuation.

There were no changes in methods or actuarial assumptions reflected in the December 31, 2018 actuarial valuation.

Refer to the most recent CAFR issued by TCDRS for a complete discussion of all assumptions.

#### Discount Rate

The discount rate used to measure the total pension liability was 8.10%. There was no change in the discount rate since the previous year.

In order to determine the discount rate to be used, the actuary used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirements under the funding policy and the legal requirements under the TCDRS Act:

1. TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UAAL) shall be amortized as a level percent of pay over 20-year closed layered periods.
2. Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
3. The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
4. Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses. Therefore, the actuary has used a discount rate of 8.10%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 8.0%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is based on a 30-year time horizon; the most recent analysis was performed in 2017 based on the period January 1, 2013 – December 31, 2016.

Best estimates of geometric real rates of return for each major asset class included in the target asset allocation are summarized below:

Asset Class	Benchmark	Target Allocation <sup>1</sup>	Geometric Real Rate of Return (Expected minus Inflation) <sup>2</sup>
US Equities	Dow Jones U.S. Total Stock Market Index	10.50%	5.40%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index <sup>3</sup>	18.00%	8.40%
Global Equities	MSCI World (net) Index	2.50%	5.70%
International Equities - Developed Markets	MSCI World Ex USA (net) Index	10.00%	5.40%
International Equities - Emerging Markets	MSCI Emerging Markets (net) Index	7.00%	5.90%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	1.60%
Strategic Credit	FTSE High-Yield Cash-Pay Cappex Index	12.00%	4.39%
Direct Lending	S&P/LST A Leveraged Loan Index	11.00%	7.95%
Distressed Debt	Cambridge Associates Distressed Securities Index 4	2.00%	7.20%
REIT Equities	67% FTSE NAREIT Equity REITs Index+ 33% Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	3.00%	5.35%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index <sup>5</sup>	6.00%	6.30%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	13.00%	3.90%

<sup>1</sup> Target asset allocation adopted at the April 2019 TCDRS Board meeting.

<sup>2</sup> Geometric real rates of return equal the expected return minus the assumed inflation of 1.70%, per Cliffwater's 2019 capital market assumptions.

<sup>3</sup> Includes vintage years 2006 - present of Quarter Pooled Horizon IRRs.

<sup>4</sup> Includes vintage years 2005 - present of Quarter Pooled Horizon IRRs.

<sup>5</sup> Includes vintage years 2007 - present of quarter Pooled Horizons IRRs.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At December 31, 2019, the District reported a net pension liability of \$158,095 for its share of the TCDRS's net pension liability measured at December 31, 2018. For the fiscal year ended December 31, 2019, the District recognized pension expense of \$69,048.

There were no changes of assumptions, methods or benefit terms that affected measurement of the total pension liability during the measurement period.

Changes in the net pension liability for the measurement year ended December 31, 2018, are as follows:

Changes in Net Pension Liability / (Asset)	Increase (Decrease)		
	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability / (Asset) (a) - (b)
Balances at December 31, 2017	\$ 1,325,334	\$ 1,253,216	\$ 72,118
Changes for the year			
Service cost	76,301	-	76,301
Interest on total pension liability [1]	112,845	-	112,845
Effect of plan changes [2]	-	-	-
Effect of economic/demographic gains or losses	(25,606)	-	(25,606)
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	-	-	-
Benefit payments	(17,298)	(17,298)	-
Administrative expenses	-	(1,055)	1,055
Member contributions	-	41,946	(41,946)
Net investment income	-	(22,440)	22,440
Employer contributions	-	56,567	(56,567)
Other [3]	-	2,546	(2,546)
Balances as of December 31, 2018	<u>\$ 1,471,577</u>	<u>\$ 1,313,482</u>	<u>\$ 158,095</u>

[1] Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

[2] No plan changes valued.

[3] Relates to the allocation of system-wide items.

**Discount Rate Sensitivity Analysis**

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 8.10%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1% Decrease (7.10%)	Current Discount Rate (8.10%)	1% Increase (9.10%)
Total pension liability	\$ 1,728,811	\$ 1,471,577	\$ 1,261,550
Fiduciary net position	1,313,482	1,313,482	1,313,482
Net pension liability (asset)	\$ 415,329	\$ 158,095	\$ (51,932)

At December 31, 2019, the District reported its share of the TCDRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resurces	Deferred Outflows of Resources
Differences between expected and actual economic experience	\$ 61,442	\$ 11,719
Changes in actuarial assumptions	-	15,036
Net difference between projected and actual investment earnings	-	82,606
Contributions paid to TCDRS subsequent to the measurement date	-	58,531
Total	\$ 61,442	\$ 167,892

\$58,531 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ending December 31, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense in the District's fiscal years as follows:

Year Ended December 31	Pension Expense
2020	\$ 25,683
2021	9,896
2022	8,176
2023	20,979
2024	(4,468)
Thereafter	(12,347)
	\$ 47,919

**Note 10 - Contingencies**

In the normal course of operations, the District is named as a defendant in various lawsuits regarding appraised values. The District's exposure is limited to attorney fees for the parties contesting their appraised taxable value.

**Note 11 - Commitments**

The District has contracted with a company for 2020 to provide the District with valuations of oil, gas, and certain other industrial properties for \$41,250.

**Note 12 - Risk Management**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District's risk management program encompasses obtaining workers compensation and property and liability insurance through Texas Municipal League (TML) Intergovernmental Risk Pool, a public entity risk pool for the benefit of governmental units located within the state. TML Intergovernmental Risk Pool ("Pool") is considered a self-sustaining risk pool that provides coverage for its members. The District's contributions to the Pool are limited to the amount of premiums as calculated at the beginning of each fund year. Premiums reflect the claims experience to date of the District. The Pool's liability is limited to the coverage that the District elects as stated in the Pool's Declarations of Coverage for that fund year. The District has not had any significant reduction in insurance coverage and the amounts of insurance settlements have not exceeded insurance coverage for any of the last three years.



Required Supplementary Information  
December 31, 2019

## Caldwell County Appraisal District

Caldwell County Appraisal District  
Schedule of Employer Contributions – Texas County & District Retirement System  
December 31, 2019

	Year Ended December 31, 2014	Year Ended December 31, 2015	Year Ended December 31, 2016	Year Ended December 31, 2017	Year Ended December 31, 2018
<b>Total Pension Liability</b>					
Service cost	\$ 71,442	\$ 77,436	\$ 79,081	\$ 79,462	\$ 76,301
Interest on total pension liability	65,532	77,703	88,214	100,902	112,845
Effect of plan changes	-	(29,704)	-	-	-
Effect of assumption changes or inputs	-	18,460	-	4,111	-
Effect of economic/demographic (gains) or losses	21,484	(3,393)	(31,329)	(18,682)	(25,606)
Benefit payments/refunds of contributions	(3,455)	(7,864)	(26,632)	(13,137)	(17,298)
Net change in total pension liability	155,003	132,638	109,334	152,656	146,243
Total pension liability, beginning	775,703	930,706	1,063,344	1,172,678	1,325,334
Total pension liability, ending (a)	<u>\$ 930,706</u>	<u>\$ 1,063,344</u>	<u>\$ 1,172,678</u>	<u>\$ 1,325,334</u>	<u>\$ 1,471,577</u>
<b>Fiduciary Net Position</b>					
Contributions - Employer	\$ 54,974	\$ 53,657	\$ 52,867	\$ 56,557	\$ 56,567
Contributions - Member	41,201	41,780	41,534	42,662	41,946
Net investment income	45,308	(10,329)	65,289	149,830	(22,440)
Benefit payments/refunds of contributions	(3,455)	(7,864)	(26,632)	(13,137)	(17,298)
Administrative expenses	(563)	(606)	(709)	(833)	(1,055)
Other	20	1,874	10,191	1,146	2,546
Net change in fiduciary net position	137,485	78,512	142,540	236,225	60,266
Fiduciary net position, beginning	658,454	795,939	874,451	1,016,991	1,253,216
Fiduciary net position, ending (b)	<u>\$ 795,939</u>	<u>\$ 874,451</u>	<u>\$ 1,016,991</u>	<u>\$ 1,253,216</u>	<u>\$ 1,313,482</u>
Net pension liability / (asset), ending = (a) - (b)	<u>\$ 134,767</u>	<u>\$ 188,893</u>	<u>\$ 155,687</u>	<u>\$ 72,118</u>	<u>\$ 158,095</u>
Fiduciary net position as a percentage of total pension liability	85.52%	82.24%	86.72%	94.56%	89.26%
Covered payroll	\$ 588,584	\$ 596,855	\$ 593,350	\$ 609,455	\$ 599,231
Net pension liability as a percentage of covered payroll	22.90%	31.65%	26.24%	11.83%	26.38%

Caldwell County Appraisal District  
 Schedule of Changes in Net Pension Liability and Related Ratios – Texas County & District Retirement System  
 Year Ended December 31, 2019

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Year Ending December 31,	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a Percentage of Covered Payroll
2010	\$ 25,240	\$ 25,240	\$ -	\$ 454,769	5.6%
2011	34,163	34,163	-	488,735	7.0%
2012	46,641	46,641	-	513,669	9.1%
2013	48,922	48,922	-	534,668	9.1%
2014	54,974	54,974	-	588,584	9.3%
2015	53,657	53,657	-	596,855	9.0%
2016	52,867	52,867	-	593,350	8.9%
2017	56,557	56,557	-	609,455	9.3%
2018	56,568	56,568	-	599,231	9.4%
2019	58,531	58,531	-	629,366	9.3%

**Note A: Net Pension Liability – Texas County & District Retirement System**

**Assumptions**

The following methods and assumptions were used to determine contribution rates:

Valuation date	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	11.8 years
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	Varies by age and service, 4.9% average, including inflation
Investment rate of return	8.00%, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in plan provisions	No changes in plan provisions were reflected in the schedule.

**7. Accept the April 2020 Indigent Burial Report; Backup: 3**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?  
to accept the April 2020 Indigent Burial report

1. **Costs:**

Actual Cost or     Estimated Cost    \$ None

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

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

2. **Agenda Speakers:**

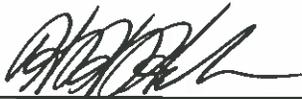
Name	Representing	Title
_____		

(1) Judge Haden

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

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

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

4.   
Signature of Court Member

4/30/2020  
Date



Caldwell County Indigent Burial Report  
 Monthly Financial Report

Month: April 2020

Date	Funeral Home	City	Fiscal Budget	Amount Paid	Remaining Balance
	Beginning Balance		\$16,000		\$16,000.00
10.01.19	Legends-transport	San Marcos		\$395.00	\$15,605.00
10.29.19	McCurdy- cremation	Lockhart		\$650.00	\$14,955.00
10.29.19	McCurdy- cremation	Lockhart		\$650.00	\$14,305.00
10.29.19	O'Bannon- cremation	Luling		\$900.00	\$13,405.00
11.01.19	O'Bannon- cremation	Luling		\$900.00	\$12,505.00
11.01.19	Legends-cremation	San Marcos		\$595.00	\$11,910.00
11.02.19	Pennington- cremation	San Marcos		\$650.00	\$11,260.00
11.06.19	O'Bannon- cremation	Luling		\$900.00	\$10,360.00
11.29.19	Legends-transport	San Marcos		\$200.00	\$10,160.00
12.10.19	McCurdy- cremation	Lockhart		\$650.00	\$9,510.00
01.11.20	Cap. Mort.- transport	Austin		\$150.00	\$9,360.00
02.28.20	Legends-transport	Austin		\$395.00	\$8,965.00
03.03.20	Legends- cremation	San Marcos		\$700.00	\$8,265.00
03.05.20	Tranquil Mort-transport	Austin		\$260.00	\$8,005.00
03.12.20	O'Bannon- cremation	Luling		\$900.00	\$7,105.00
03.16.20	Cap. Mort.- transport	Austin		\$480.00	\$6,625.00
04.09.20	O'Bannon- cremation	Luling		\$900.00	\$5,725.00
04.14.20	O'Bannon- cremation	Luling		\$900.00	\$4,825.00
	Pending PO-Luling	\$900.00	YTD	\$11,175.00	<u>\$4,825.00</u>
	Pending PO-Lockhart	\$650.00			
	Pending PO-Luling	\$900.00		Budget Remaining	\$3,275.00
		<u>\$1,550.00</u>			

Report Submitted by: Judge Haden  
 4/30/2020



Caldwell County, TX

# Detail vs Budget Report Account Detail

Date Range: 10/01/2019 - 04/29/2020

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>001 - GENERAL FUND</b>								
<b>Expense</b>								
<u>001-7620-4320</u>	<b>INDIGENT FUNERAL</b>	1,550.00	16,000.00	0.00	11,175.00	11,175.00	3,275.00	20.47 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
10/01/2019	APPKT03490	2019/142	79982	BILLIE JEAN MEREDITH / DOT: 9/11/19	LEGTRI - LEGENDS TRI-COUNTY FUNERAL SERVICES		395.00	
10/29/2019	POPKT00428	102919	79646	Diana Besa Cremation	MCCFUN - MCCURDY FUNERAL HOME		650.00	
10/29/2019	POPKT00428	102919	79646	Charles Lofton Cremation	MCCFUN - MCCURDY FUNERAL HOME		650.00	
10/29/2019	POPKT00435	92919	79652	indigent Cremation-Poindexter	OBAFUN - O'BANNON FUNERAL HOME		900.00	
11/01/2019	POPKT00457	102219	79838	INDIGENT CREMATION	OBAFUN - O'BANNON FUNERAL HOME		900.00	
11/01/2019	POPKT00727	2019/176	80868	Indigent Cremation-Saenz	LEGTRI - LEGENDS TRI-COUNTY FUNERAL SERVICES		595.00	
11/02/2019	APPKT03490	DOD: 11/02/19	80002	NANCY M. GIBBS	PENFUN - PENNINGTON FUNERAL HOME		650.00	
11/06/2019	APPKT03490	110619	79997	RICKY FLORES - DOD: 11/01/19	OBAFUN - O'BANNON FUNERAL HOME		900.00	
11/29/2019	APPKT03571	2019/194	80283	TRUMAN SHAWN ADAMS - DOT: 11/23/	LEGTRI - LEGENDS TRI-COUNTY FUNERAL SERVICES		200.00	
12/10/2019	APPKT03544	112219	80101	ROSCOE F. ST JOHN II / DOD: 11/22/19	MCCFUN - MCCURDY FUNERAL HOME		650.00	
01/11/2020	APPKT03663	112020	80535	TRANSPORT TO CTA MARCHAN, AILEEN (I	CAPMOR - CAPITAL MORTUARY SERVICES, INC.		150.00	
02/28/2020	APPKT03833	2020/018	81197	GABRIEL CUELLAR - DOT: 2/01/2020	LEGTRI - LEGENDS TRI-COUNTY FUNERAL SERVICES		395.00	
03/03/2020	POPKT00749	3082020 SALAZAR	81021	indigent cremation- Salazar	LEGTRI - LEGENDS TRI-COUNTY FUNERAL SERVICES		700.00	
03/05/2020	APPKT03771	J. CABALLERO 3/2020	81082	JOE LUIS CABALLERO - TRANSPORT TO CE	TRAMOR - TRANQUIL MORTUARY SERVICES, LLC		260.00	
03/12/2020	POPKT00776	2142020	81041	Cremation- Sanders	OBAFUN - O'BANNON FUNERAL HOME		900.00	
03/16/2020	APPKT03833	3162020	81138	GLASCOE, FLOY DOT: 3/16/2020	CAPMOR - CAPITAL MORTUARY SERVICES, INC.		480.00	
03/18/2020	POPKT00885	12212019	81351	Cremation Authorization- Castillo	OBAFUN - O'BANNON FUNERAL HOME		900.00	
04/13/2020	POPKT00914	4072020	81351	cremation-davenport	OBAFUN - O'BANNON FUNERAL HOME		900.00	
<b>Expense Totals:</b>		<b>1,550.00</b>	<b>16,000.00</b>	<b>0.00</b>	<b>11,175.00</b>	<b>11,175.00</b>	<b>3,275.00</b>	<b>20.47 %</b>
<b>001 - GENERAL FUND Totals:</b>		<b>1,550.00</b>	<b>16,000.00</b>	<b>0.00</b>	<b>11,175.00</b>	<b>11,175.00</b>	<b>3,275.00</b>	<b>20.47 %</b>
<b>Report Total:</b>		<b>1,550.00</b>	<b>16,000.00</b>	<b>0.00</b>	<b>11,175.00</b>	<b>11,175.00</b>	<b>3,275.00</b>	<b>20.47 %</b>

## **AGENDA ACTION ITEMS**

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

**9. Discussion/Action** to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day pursuant to Occupations Code Section 2154.202(h). **Speaker: Judge Haden/ JJ Wells; Cost: None; Backup: 3**





## MEMORIAL DAY FIREWORKS PERIOD

(MAY 22-MIDNIGHT, MAY 27)

DEADLINE TO ORDER: MAY 14, 2020

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for Memorial Day (May 27).

**If the court decides to permit sale of fireworks during the Memorial Day period, the order must be adopted before May 15. If the court does not wish to permit the sale of fireworks during this period, no action is required.**

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

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

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

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

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

STATE OF TEXAS                   §  
COUNTY OF CALDWELL         §

**ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES**

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

**WHEREAS**, on the 12th day of May, 2020, the Commissioners Court of Caldwell County has determined that conditions are favorable to issue such an Order;

**NOW, THEREFORE**, the Commissioners Court of Caldwell County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May 22, 2020 and ending at midnight May 27, 2020.

This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, May 27, 2020, whichever is earlier.

Approved this the 12th day of May, 2020, by the Caldwell County Commissioners Court.

---

Hoppy Haden  
Caldwell County Judge

Attest:

---

Teresa Rodriguez  
Caldwell County Clerk

**10. Discussion/Action** to approve the early voting hours for the primary run-off elections. **Speaker: Judge Haden/ Pamela Ohlendorf; Cost: None; Backup:**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 05-12-2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to approve the early voting hours for the primary run-off elections.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

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

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

**2. Agenda Speakers:**

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

(1) Judge Haden

(2) Pamela Ohlendorf

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

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

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

5/5/2020  
\_\_\_\_\_  
**Date**

## NOTICE OF EARLY VOTING

### 2020 DEMOCRATIC/REPUBLICAN PRIMARY RUN-OFF ELECTIONS

JULY 14, 2020

Aviso de votación anticipada

Elecciones primarias de segunda vuelta demócratas / republicanos de 2020

<b>Scott Annex Building Elections Office 1403 Blackjack St. Lockhart, TX 78644</b>			<b>Tuesday, July 14, 2020 Primary Run Off Election Day</b>		<b>Luling Civic Center 333 East Austin Street Luling, TX 78648</b>		
July 6, 2020 6 de julio de 2020	Monday lunes	8:00 am to 5:00 pm	July 6, 2020 6 de julio de 2020	Monday lunes	8:00 am to 5:00 pm		
July 7, 2020 7 de julio de 2020	Tuesday martes	8:00 am to 5:00 pm	July 7, 2020 7 de julio de 2020	Tuesday martes	8:00 am to 5:00 pm		
July 8, 2020 8 de julio de 2020	Wednesday miércoles	8:00 am to 5:00 pm	July 8, 2020 8 de julio de 2020	Wednesday miércoles	8:00 am to 5:00 pm		
July 9, 2020 9 de julio de 2020	Thursday jueves	7:00 am to 7:00 pm	July 9, 2020 9 de julio de 2020	Thursday jueves	7:00 am to 7:00 pm		
July 10, 2020 10 de julio de 2020	Friday viernes	7:00 am to 7:00 pm	July 10, 2020 10 de julio de 2020	Friday viernes	7:00 am to 7:00 pm		

Applications for ballot by mail shall be mailed to:

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Pamela Ohlendorf

Caldwell County Elections Administrator

1403-C Blackjack St.

Lockhart, TX 78644

Ballot by mail are accepted beginning January 1, 2020 through July 2, 2020

(Votación por correo son aceptadas a partir del 1 de enero, 2020 hasta julio 2, 2020)

Issued this the day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Emitada este día \_\_\_\_\_ de \_\_\_\_\_, 20 \_\_\_\_\_.)

\_\_\_\_\_

County Judge Hoppy Haden

Vote: \_\_\_\_\_

\_\_\_\_\_

Commissioner Pct. 1 B J Westmoreland

Vote: \_\_\_\_\_

\_\_\_\_\_

Commissioner Pct. 2 Barbara Shelton

Vote: \_\_\_\_\_

\_\_\_\_\_

Commissioner Pct.3 Edward Theriot

Vote: \_\_\_\_\_

\_\_\_\_\_

Commissioner Pct. 4 Joe Roland

Vote: \_\_\_\_\_

**11. Discussion/Action** to approve proclamation in recognition of May 2020 as Older Americans Month. **Speaker: Judge Haden/ Commissioner Shelton; Cost: None; Backup: 2**

**Caldwell County Agenda Item Request Form**

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

AGENDA DATE: 05/12/2020

**Type of Agenda Item**

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

What will be discussed? What is the proposed motion?  
to declare May 2020 as Older Americans Month.

**1. Costs:**

Actual Cost or  Estimated Cost \$ None

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

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

**2. Agenda Speakers:**

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

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

4.   
Signature of Court Member

5/4/2020  
Date



**PROCLAMATION  
AUTHORIZING RECOGNITION OF MAY 2020  
AS OLDER AMERICANS MONTH**

WHEREAS, Caldwell County includes a growing number of older Americans who make countless contributions to our community every day; and,

WHEREAS, the communities in Caldwell County are stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and,

WHEREAS, Caldwell County recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and,

WHEREAS, Caldwell County supports our community members by:

- promoting independence, inclusion, and participation;
- engaging older adults through education, recreation, and service; and
- connecting people with opportunities to share their time, experience, and talents.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Caldwell County declares the month of May 2020 to be Older Americans Month in the CAPCOG Region to recognize older adults and the people who support them as essential members of our community.

Resolution adopted by the Caldwell County Commissioners on this 26 day of May 2020.

---

Hoppy Haden  
County Judge

---

B. J. Westmoreland  
Commissioner, Precinct 1

---

Barbara Shelton  
Commissioner, Precinct 2

---

Edward "Ed" Theriot  
Commissioner, Precinct 3

---

Joe Ivan Roland  
Commissioner, Precinct 4

Attest: \_\_\_\_\_

Teresa Rodriguez  
County Clerk

**12. Discussion/Action** to discuss FY 2021  
Elected Officials Salaries. **Speaker: Judge  
Haden; Cost: TBD; Backup: 2**

## Caldwell County Agenda Item Request Form

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AGENDA DATE: 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?  
to discuss FY 2021 Elected Officials salaries.

1. **Costs:**

Actual Cost or     Estimated Cost    \$ TBD

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

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

2. **Agenda Speakers:**

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

(1) Judge Haden

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

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

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

4.   
Signature of Court Member

Date 4/30/2020

FY2021 5yr. Step.

Pay	Judge	Comm	Treasurer	Cnty Clk	Dist Clk	Tax AC	JP	Constable	
Avg Others	68,124.00	62,940.00	61,782.00	61,782.00	61,782.00	61,782.00	55,441.00	39,645.00	
Caldwell	53,151.00	41,707.00	46,295.00	46,801.00	46,945.00	45,834.00	38,609.00	24,972.00	
Difference	14,973.00	21,233.00	15,487.00	14,981.00	14,837.00	15,948.00	16,832.00	14,673.00	
3 Year Step	4,991.00	7,077.67	5,162.33	4,993.67	4,945.67	5,316.00	5,610.67	4,891.00	
4 Year Step	3,743.25	5,308.25	3,871.75	3,745.25	3,709.25	3,987.00	4,208.00	3,668.25	
→ 5 Year Step	2,994.60	<del>4,246.60</del>	3,097.40	2,996.20	2,967.40	3,189.60	3,366.40	2,934.60	
		2994.60							

- 2020- 1
- 2021- 2
- 2022- 3
- 2023- 4
- 2024- 5

**13. Discussion/Action** to approve Budget Amendment #35 to receive RW 44257 SCAAP funds for FY 2019 and to align revenue and expenditures. **Speaker: Judge Haden/ Barbara Gonzales; Cost: Net Zero; Backup: 5**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

approve Budget Amendment #35 to received RW 44257 SCAAP funds FY 2019 and to align revenue and expenditures.

1. **Costs:**

Actual Cost or     Estimated Cost    \$ Net Zero

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

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

2. **Agenda Speakers:**

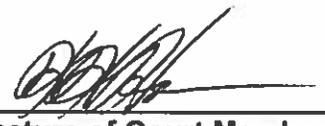
Name	Representing	Title
_____		

(1) Judge Haden

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

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

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

4.   
Signature of Court Member

Date 5/11/2020





Caldwell County, TX

JN13451

# End Of Day Journal Register Receipt Detail

Packet: CLPKT11637 - 44257 SCAAP FUNDS FY 2019 2/24/20

Posting Date: 2/24/2020

001-3000-0550

## Summaries

### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	5,904.00	5,904.00	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>5,904.00</b>	<b>5,904.00</b>	<b>0.00</b>	<b>0.00</b>

### Operator Summary

Operator	Transaction Code	Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH-WIRES		1	5,904.00	0.00
	<b>Operator Transaction Totals:</b>		<b>1</b>	<b>5,904.00</b>	<b>0.00</b>
	<b>Transaction Totals:</b>		<b>1</b>	<b>5,904.00</b>	<b>0.00</b>

### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	5,904.00
<b>Total Receipts:</b>	<b>1</b>	<b>5,904.00</b>

### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH-WIRES	1	5,904.00	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>5,904.00</b>	<b>0.00</b>

### Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	5,904.00
<b>Product Code Totals:</b>	<b>1</b>	<b>5,904.00</b>

### Batch Payment Summary

Batch:	Operator:	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
B00011628 -44257 SCAAP FUNDS	Deputy Treasurer				
ACH - Electronic Transfer		1	5,904.00		
<b>Batch Payment Method Totals:</b>		<b>1</b>	<b>5,904.00</b>	<b>0.00</b>	<b>5,904.00</b>

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( ) Total Cash	(-) Total Non-Cash
ACH - Electronic Transfer	1	5,904.00		
<b>Payment Method Totals:</b>	<b>1</b>	<b>5,904.00</b>	<b>0.00</b>	<b>5,904.00</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
MM Account - Money Market Account	ACH - Electronic Transfer	1	5,904.00		
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>5,904.00</b>	<b>0.00</b>	<b>5,904.00</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>5,904.00</b>	<b>0.00</b>	<b>5,904.00</b>

**General Ledger Distribution**

Posting Date: 2/24/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	5,904.00	Yes
001-1210	ACCOUNTS RECEIVABLE	-5,904.00	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	5,904.00	
999-2060	DUE TO GENERAL FUND	-5,904.00	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	

Jan Bower

---

**From:** Elizabeth Larivee <elarivee@caldwellcosheriff.com>  
**Sent:** Thursday, January 16, 2020 2:30 PM  
**To:** Jan Bower; darlene.morris@co.caldwell.tx.us  
**Cc:** jshort@caldwellcosheriff.com; mlane@caldwellcosheriff.com  
**Subject:** SCAAP Funds

Good afternoon,  
Just a heads up. SCAAP funds for FY 2019 in the amount of \$5,904 should be deposited (ACH) into the General Fund within the next two weeks.

Elizabeth Larivee  
Sheriff's Administrative Assistant  
512-398-6777 x 4506

001-3000-0550

Once rec'd let Maya  
know so she can do a  
Budget Amendment

RECEIVED

JAN 16 2020

ANGELA RAWLINSON  
CALDWELL COUNTY TREASURER

0044257

001-330  
1-22X  
1-28X  
2-31  
2-17X  
2-11X  
2-24V

**14. Discussion/Action** to approve Budget Amendment #36 for LEOSE funds referencing Constable Pct. 2, Constable Pct. 3, and Constable Pct. 4. **Speaker: Judge Haden/ Barbara Gonzales; Cost: Net Zero; Backup: 11**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 5.12.2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

approve Budget Amendment #36 for LEOSE funds referencing Constables Pct. 2, Constable Pct. 3 and Constables Pct. 4.

1. **Costs:**

Actual Cost or     Estimated Cost    \$ Net Zero

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

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

2. **Agenda Speakers:**

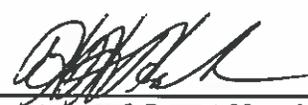
	Name	Representing	Title
--	------	--------------	-------

(1)	Judge Haden		
-----	-------------	--	--

(2)			
-----	--	--	--

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

4.   
Signature of Court Member

5/11/2020  
Date





Caldwell County, TX

JN 13472

# End Of Day Journal Register

## Receipt Detail

Packet: CLPKT11647 - 44272 TX COMP 2/19/20

Posting Date: 2/25/2020

LEOSE - Const #2  
015-3000-0521

### Summaries

#### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	796.85	796.85	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>796.85</b>	<b>796.85</b>	<b>0.00</b>	<b>0.00</b>

#### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH WIRES	1	796.85	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>

#### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	796.85
<b>Total Receipts:</b>	<b>1</b>	<b>796.85</b>

#### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH WIRES	1	796.85	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>

#### Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	796.85
<b>Product Code Totals:</b>	<b>1</b>	<b>796.85</b>

#### Batch Payment Summary

Batch:	Operator:				
Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash	
ACH - Electronic Transfer	1	796.85			
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>	<b>796.85</b>	

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
ACH - Electronic Transfer	1	796.85		
<b>Payment Method Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>	<b>796.85</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
MM Account - Money Market Account	ACH - Electronic Transfer	1	796.85		
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>	<b>796.85</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>796.85</b>	<b>0.00</b>	<b>796.85</b>

**General Ledger Distribution**

Posting Date: 2/25/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	796.85	Yes
001-1210	ACCOUNTS RECEIVABLE	-796.85	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	796.85	
999-2060	DUE TO GENERAL FUND	-796.85	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



02/25/2020 12:11:36 PM

**You are logged in as:**

**Texas Identification Number:**  
17460016318  
Lori Rangel  
lori.rangel@co.caldwell.tx.us  
(512) 398-1800  
IP: 204.64.105.155

**System Tools**

- Sign up for Advanced Payment Notifications Emails
- Paying Agency Contact List
- Back to eSystems Menu

**Public Payment Resources**

- State Vendor Payment Resources
- Where the Money Goes
- Open Records Division

Payment Information

015-3000-0521

Tips:

• Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.  
[Paying Agency Contact List](#)

Const PCT 2

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	023	5668135	DD	902	796.85

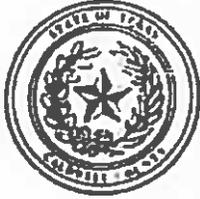
Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9P200498	PEACE OFF ALL	PEACE OFFICER ALLOC	796.85	0.00

2-19-20

[New Payment Search](#)

[Back](#)

004-272



Caldwell County, TX

JN 13471

# End Of Day Journal Register

## Receipt Detail

Packet: CLPKT11648 44271 TX COMP 2/19/20

Posting Date: 2/25/2020

LEASE Court #4  
015-3000-0541

### Summaries

#### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	852.23	852.23	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>852.23</b>	<b>852.23</b>	<b>0.00</b>	<b>0.00</b>

#### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH-WIRES	1	852.23	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>

#### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	852.23
<b>Total Receipts:</b>	<b>1</b>	<b>852.23</b>

#### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH-WIRES	1	852.23	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>

#### Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	852.23
<b>Product Code Totals:</b>	<b>1</b>	<b>852.23</b>

#### Batch Payment Summary

Batch: 800011639-44271 TX COMP 2/19 Operator: Deputy Treasurer

Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
ACH - Electronic Transfer	1	852.23		
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>	<b>852.23</b>

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
ACH - Electronic Transfer	1	852.23		
<b>Payment Method Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>	<b>852.23</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
MM Account - Money Market Account	ACH - Electronic Transfer	1	852.23		
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>	<b>852.23</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>852.23</b>	<b>0.00</b>	<b>852.23</b>

**General Ledger Distribution**

Posting Date: 2/25/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	852.23	Yes
001-1210	ACCOUNTS RECEIVABLE	-852.23	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	852.23	
999-2060	DUE TO GENERAL FUND	-852.23	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



02/25/2020 12:11:19 PM

**You are logged in as:**

**Texas Identification Number:**  
17460016318  
**Lori Range**  
lori.range@co.caldwell.tx.us  
(512) 398-1800  
IP: 204.64.105.155

**System Tools**

- Sign up for Advanced Payment Notifications Emails
- Paying Agency Contact List
- Back to eSystems Menu

**Public Payment Resources**

- State Vendor Payment Resources
- Where the Money Goes
- Open Records Division

015-3000-0541

**Payment Information**

**Tips:**

• Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.  
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	022	5668134	DD	902	852.23

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9P200498	PEACE OFF ALL	PEACE OFFICER ALLOC	852.23	0.00

*Constable  
Pct 4*

*2-19-20*

[New Payment Search](#)

[Back](#)

U044271



Caldwell County, TX

JN 13473

# End Of Day Journal Register

Receipt Detail

Packet: CLPKT11646 - 44273 TX COMP 2/19/20

Posting Date: 2/25/2020

LEASE Cmt #3  
015-3006-0531

## Summaries

### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	908.16	908.16	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>908.16</b>	<b>908.16</b>	<b>0.00</b>	<b>0.00</b>

### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH-WIRES	1	908.16	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>908.16</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>908.16</b>	<b>0.00</b>

### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	908.16
<b>Total Receipts:</b>	<b>1</b>	<b>908.16</b>

### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH-WIRES	1	908.16	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>908.16</b>	<b>0.00</b>

### Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	908.16
<b>Product Code Totals:</b>	<b>1</b>	<b>908.16</b>

### Batch Payment Summary

Batch:	Operator:				
Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash	
ACH - Electronic Transfer	1	908.16			
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>908.16</b>	<b>0.00</b>	<b>908.16</b>	

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( )	Total Cash	(=)	Total Non-Cash
ACH - Electronic Transfer	1	908.16				
<b>Payment Method Totals:</b>	<b>1</b>	<b>908.16</b>		<b>0.00</b>		<b>908.16</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	( - )	Total Cash	(=)	Total Non-Cash
<b>MM Account - Money Market Account</b>							
	ACH - Electronic Transfer	1	908.16				
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>908.16</b>		<b>0.00</b>		<b>908.16</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>908.16</b>		<b>0.00</b>		<b>908.16</b>

**General Ledger Distribution**

Posting Date: 2/25/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	908.16	Yes
001-1210	ACCOUNTS RECEIVABLE	-908.16	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	908.16	
999-2050	DUE TO GENERAL FUND	-908.16	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



02/25/2020 13:12:18 PM

**You are logged in as:**

**Texas Identification Number:**  
17460016318  
Lori Rangel  
lori.rangel@co.caldwell.tx.us  
(512) 398-1800  
IP: 204.64.105.155

**System Tools**

- Sign up for Advanced Payment Notifications Emails
- Paying Agency Contact List
- Back to eSystems Menu

**Public Payment Resources**

- State Vendor Payment Resources
- Where the Money Goes
- Open Records Division

Payment Information

015-3000-0531

Tips:

• Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.  
[Paying Agency Contact List](#)

Contd Pct 3

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	024	5668136	DD	902	908.16

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9P200498	PEACE OFF ALL	PEACE OFFICER ALLOC	908.16	0.00

2-19-20

[New Payment Search](#)

[Back](#)

004-273

**15. Discussion/Action** to approve Budget Amendment #37 for County Clerk, to move money from training to machinery and equipment for purchase of scanners.

**Speaker: Judge Haden/ Barbara**

**Gonzales/ Teresa Rodriguez; Cost: Net Zero; Backup: 3**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment # 37 for County Clerk, to move money from training to Machinery and equipment for purchase of scanners.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ Net Zero

Is this cost included in the County Budget?    no

Is a Budget Amendment being proposed?    yes

**2. Agenda Speakers:**

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

(1) Judge Haden

(2) Barbara Gonzales

(3) Teresa Rodriguez

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

4.   
Signature of Court Member

Date 4/30/2020





Pricing Proposal  
Quotation #: 18603781  
Created On: 3/12/2020  
Valid Until: 3/31/2020

**County of CALDWELL TX**

**Inside Account Executive**

**Corbin Sebestyen**  
TX  
United States  
Phone: 512-227-6296  
Fax:  
Email: corbin.sebestyen@co.caldwell.tx.us

**Jessica Vos**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 800-477-6479  
Fax: 800-477-6479  
Email: Jessica\_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Fujitsu fi-7140 - Document scanner - Duplex - 216 x 355.6 mm - 600 dp x 600 dpi - up to 40 ppm (mono) / up to 40 ppm (color) - ADF (80 sheets) - USB 2.0 Fujitsu - Part#: PA03670-B105 Note: Not eligible for returns	3	\$676.00	\$2,028.00
		Subtotal	\$2,028.00
		Shipping	\$0.00
		Total	\$2,028.00

**Additional Comments**

Thank you for choosing SHI-GSI. The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Thank you for choosing SHI-GSI. The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3695478; DUNS# 14-724-3096

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

**16. Discussion/Action** to approve Budget Amendment #38 to increase the amount budgeted from \$18,500 to the \$23,212 accepted by CCT on April 28, 2020 for the allocation to Caldwell County of funds distributed by the 2020 Tobacco Settlement Program. **Speaker: Judge Haden/ Barbara Gonzales; Cost: Net Zero; Backup: 10**

**Caldwell County Agenda Item Request Form**

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

AGENDA DATE: 5/12/2020

**Type of Agenda Item**

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

What will be discussed? What is the proposed motion?

to approve Budget Amendment #38 to increase the amount budgeted from \$18,500 to the \$23,212 accepted by CCT on April 28, 2020 for the allocation to Caldwell County of funds distributed by the 2020 Tobacco Settlement Program.

**1. Costs:**

Actual Cost or  Estimated Cost \$ None

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

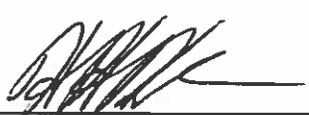
Is a Budget Amendment being proposed? \_\_\_\_\_

**2. Agenda Speakers:**

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

**3. Backup Materials:**

None  To Be Distributed 10 total # of backup pages (including this page)

4.   
Signature of Court Member

5/4/2020  
Date





Caldwell County, TX

JW13706

# End Of Day Journal Register

Receipt Detail

Packet: CLPKT11868 - 44473 TX COMP 4/20/20

Posting Date: 4/28/2020

2020 Tobacco Settlement Grant

001-3000-0340

## Summaries

### Terminal Summary

Terminal Number	Recpt Count	Tendered Amount	Applied Amount	External Amount	Change
2	1	23,212.18	23,212.18	0.00	0.00
<b>Terminal Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>23,212.18</b>	<b>0.00</b>	<b>0.00</b>

### Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH-WIRES	1	23,212.18	0.00
	<b>Operator Transaction Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>
	<b>Transaction Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>

### Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	23,212.18
<b>Total Receipts:</b>	<b>1</b>	<b>23,212.18</b>

### Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH-WIRES	1	23,212.18	0.00
<b>Transaction Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>

### Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	23,212.18
<b>Product Code Totals:</b>	<b>1</b>	<b>23,212.18</b>

### Batch Payment Summary

Batch: 800011859-44472 TX COMP 4/20, Operator: Deputy Treasurer

Payment Method	Pmt. Count	Tendered Amount	(-) Total Cash	(=) Total Non-Cash
ACH - Electronic Transfer	1	23,212.18		
<b>Batch Payment Method Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>	<b>23,212.18</b>

**Payment Summary**

Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
ACH - Electronic Transfer	1	23,212.18		
<b>Payment Method Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>	<b>23,212.18</b>

**Endorsement Code Summary**

Endorsement Code	Payment Method	Pmt. Count	Tendered Amount	( - ) Total Cash	( = ) Total Non-Cash
<b>MM Account - Money Market Account</b>					
	ACH - Electronic Transfer	1	23,212.18		
	<b>Subtotal MM Account :</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>	<b>23,212.18</b>
	<b>Endorsement Code Totals:</b>	<b>1</b>	<b>23,212.18</b>	<b>0.00</b>	<b>23,212.18</b>

**General Ledger Distribution**

Posting Date: 4/28/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 001 - GENERAL FUND</b>			
001-1001	CLAIM ON POOLED CASH	23,212.18	Yes
001-1210	ACCOUNTS RECEIVABLE	-23,212.18	
	<b>001 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-1002	POOLED CASH-MM ACCT	23,212.18	
999-2060	DUE TO GENERAL FUND	-23,212.18	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



04/28/2020 11:33:57 AM

<b>You are logged in as:</b>
Texas Identification Number: 17460016318 Lori Rangel lori.rangel@co.caldwell.tx.us (512) 398-1800 IP: 204.64.105.255
<b>System Tools</b>
<ul style="list-style-type: none"> <li>• Sign up for Advanced Payment Notifications Emails <input type="checkbox"/></li> <li>• Paying Agency Contact List</li> <li>• Back to eSystems Menu</li> </ul>
<b>Public Payment Resources</b>
<ul style="list-style-type: none"> <li>• State Vendor Payment Resources</li> <li>• Where the Money Goes</li> <li>• Open Records Division</li> </ul>

Payment Information

Tips:

• Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.  
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	555	1211355	DD	902	23212.18

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
95TP0001	2020 TOBACCO SETTLEMENT	2020 TOBACCO SETTLEMENT	23,212.18	0.00

4-20-20

[New Payment Search](#) [Back](#)

601-473

Texas Department of State Health Services  
Tobacco Settlement Distribution Program

## 2020 Distribution List

Payee Name	Payment
Amarillo Hospital District	\$352,809.73
Anderson County	\$11,226.57
Andrews County Hospital District	\$474,002.25
Angelina County	\$57,436.96
Angleton-Danbury Hospital District	\$125,661.71
Aransas County	\$29,251.68
Archer County	\$2,858.82
Atascosa County	\$68,308.71
Austin County	\$67,455.77
Bailey County	\$14,119.08
Ballinger Memorial Hospital District	\$17,767.90
Bandera County	\$21,551.41
Bastrop County	\$41,403.90
Baylor County Hospital District	\$14,994.97
Bee County	\$15,743.54
Bell County	\$274,888.92
Bellville General Hospital District	\$13,897.59
Bexar County Hospital District	\$9,037,386.59
Big Bend Regional Hospital District	\$31,758.16
Blanco County	\$2,574.37
Booker Hospital District	\$19,316.19
Borden County	\$48.98
Bosque County	\$450.36
Bowie County	\$68,944.04
Brazoria County	\$146,252.01
Brazos County	\$73,461.12
Briscoe County	\$21.35
Brown County	\$28,539.97
Burleson County Hospital District	\$29,560.81
Burnet County	\$41,487.30
Caldwell County	\$23,212.18
Calhoun County	\$47,936.75
Callahan County	\$6,536.43
Cameron County	\$182,968.28
Camp County	\$678.95
Caprock Hospital District	\$8,934.13
Carson County	\$3,191.96
Cass County	\$10,700.00
Castro County Hospital District	\$42,061.05
Chambers County	\$128,750.47
Chambers County Public Hospital District	\$58,527.28
Cherokee County	\$12,845.09
Childress County Hospital District	\$20,307.30
Chillicothe Hospital District	\$2,830.47
City of Seguin	\$20,940.65
Clay County	\$46,129.69
Cochran Memorial Hospital District	\$38,020.47
Coleman County Medical Center District	\$34,019.41
Collin County	\$279,190.10
Collingsworth County Hospital District	\$27,204.28
Colorado County	\$24,998.12
Comal County	\$60,749.09
Comanche County	\$2,585.68
Comanche County Consolidated Hospital District	\$54,684.31
Concho County Hospital District	\$14,699.26
Coryell County	\$23,140.34
Cottle County	\$5,623.02
Crane County Hospital District	\$62,670.07
Crockett County	\$71,044.66
Crosby County	\$757.85

Texas Department of State Health Services  
Tobacco Settlement Distribution Program

## 2020 Distribution List

Payee Name	Payment
Crosby County Hospital District	\$12,603.07
Culberson County Hospital District	\$52,280.67
Dallam-Hartley Counties Hospital District	\$59,398.25
Dallas County Hospital District	\$13,137,954.22
Darrouzett Hospital District	\$5,606.97
Dawson County Hospital District	\$56,807.01
Deaf Smith County Hospital District	\$95,198.12
Delta County	\$2,655.37
Denton County	\$322,826.38
DeWitt County	\$12,249.44
DeWitt Medical District	\$81,386.26
Dickens County	\$226.34
Dimmit Regional Hospital District	\$79,783.48
Donley County Hospital District	\$6,316.40
Duval County	\$2,034.49
East Coke County Hospital District	\$9,936.49
Eastland County	\$16,215.97
Eastland Memorial Hospital District	\$16,007.95
Ector County Hospital District	\$1,274,529.06
Edwards County	\$2,946.88
El Paso County Hospital District	\$2,450,938.94
Electra Hospital District	\$13,440.10
Ellis County	\$68,255.79
Erath County	\$37,804.53
Fairfield Hospital District	\$29,030.96
Falls County	\$7,858.35
Fannin County	\$19,703.58
Farwell Hospital District	\$902.54
Fayette County	\$38,902.57
Fisher County Hospital District	\$25,633.36
Foard County Hospital District	\$15,062.32
Follett Hospital District	\$1,222.24
Fort Bend County	\$427,978.36
Franklin County	\$2,239.41
Freestone County	\$7,160.78
Frio Hospital District	\$91,405.13
Gaines County	\$17,488.87
Gainesville Hospital District	\$102,402.89
Galveston County	\$301,214.81
Garza County Health Care District	\$11,668.66
Gillespie County	\$16,345.77
Glasscock County	\$126.10
Goliad County	\$19,294.29
Gonzales County	\$336.65
Gonzales County Hospital District	\$166,561.06
Graham Hospital District	\$61,322.27
Gray County	\$11,817.67
Grayson County	\$62,493.74
Gregg County	\$53,528.08
Grimes County	\$14,539.03
Guadalupe County	\$68,996.79
Hale County	\$18,706.10
Hall County Hospital District	\$6,253.08
Hamilton County	\$1,394.87
Hamilton County Hospital District	\$12,977.19
Hamlin Hospital District	\$13,645.61
Hansford County Hospital District	\$49,223.27
Hardeman County Hospital District	\$18,700.66
Hardin County	\$14,869.06
Harris County Hospital District	\$15,043,216.89

Texas Department of State Health Services  
Tobacco Settlement Distribution Program

## 2020 Distribution List

Payee Name	Payment
Harrison County	\$20,762.06
Haskell County Hospital District	\$19,604.19
Hays County	\$113,194.44
Hemphill County Hospital District	\$112,283.20
Henderson County	\$182,529.77
Hidalgo County	\$349,088.21
Higgins/Lipscomb Hospital District	\$1,025.28
Hill County	\$10,423.74
Hockley County	\$25,664.61
Hood County Hospital District	\$11,611.13
Hopkins County Hospital District	\$218,031.56
Houston County Hospital District	\$30,053.36
Howard County	\$22,130.35
Hudspeth County	\$6,455.66
Hunt Memorial Hospital District	\$283,817.23
Hutchinson County Hospital District	\$72,958.77
Iraan General Hospital District	\$80,572.27
Irion County	\$786.89
Jack County Hospital District	\$83,423.28
Jackson County Hospital District	\$94,606.56
Jasper County	\$18,492.56
Jasper Hospital District	\$4,047.20
Jeff Davis County	\$3,518.18
Jefferson County	\$279,793.78
Jim Hogg County	\$6,063.30
Jim Wells County	\$15,636.54
Johnson County	\$53,348.05
Jones County	\$2,976.32
Karnes County Hospital District	\$128,691.53
Kaufman County	\$35,332.72
Kendall County	\$40,536.15
Kenedy County	\$791.41
Kent County	\$30,372.71
Kerr County	\$33,721.83
Kimble County Hospital District	\$37,059.59
Kinney County	\$24,347.97
Kleberg County	\$18,774.25
Knox County Hospital District	\$16,352.91
La Salle County	\$103,502.81
Lamar County	\$40,360.88
Lamb County	\$27,403.11
Lampasas County	\$5,153.01
Lavaca County	\$642.20
Lavaca Hospital District	\$13,736.99
Lee County	\$12,598.16
Leon County	\$3,199.19
Liberty County	\$19,141.65
Limestone County	\$13,502.68
Live Oak County	\$15,451.74
Llano County	\$5,887.75
Lockney General Hospital District	\$19,553.14
Lubbock County Hospital District	\$417,974.21
Lynn County Hospital District	\$31,410.62
Madison County	\$3,660.70
Marion County Hospital District	\$7,825.35
Martin County Hospital District	\$283,767.56
Mason County	\$15,846.21
Matagorda County Hospital District	\$239,091.52
Maverick County Hospital District	\$189,031.58
McCamey County Hospital District	\$100,521.62

Texas Department of State Health Services  
Tobacco Settlement Distribution Program

## 2020 Distribution List

Payee Name	Payment
McCulloch County Hospital District	\$21,421.12
McLennan County	\$227,441.58
McMullen County	\$13,743.62
Medina County Hospital District	\$61,743.59
Menard County Hospital District	\$20,226.06
Midland County Hospital District	\$728,621.81
Milam County	\$15,705.48
Mills County	\$5,287.13
Mitchell County Hospital District	\$56,688.66
Montague County	\$9,344.68
Montgomery County Hospital District	\$739,419.56
Moore County Hospital District	\$89,396.18
Morris County	\$6,840.04
Motley County Hospital District	\$3,246.65
Moulton Community Medical Clinic District	\$1,206.42
Muenster Hospital District	\$20,755.11
Muleshoe Area Hospital District	\$23,096.28
Navarro County	\$25,541.68
Newton County	\$5,053.03
Nixon Hospital District	\$953.40
Nocona Hospital District	\$12,866.41
Nolan County Hospital District	\$155,020.07
North Runnels County Hospital District	\$18,878.06
North Wheeler County Hospital District	\$80,684.85
Nueces County Hospital District	\$661,191.99
Ochiltree County Hospital District	\$102,336.54
Oldham County	\$437.93
Olney-Hamilton Hospital District	\$18,420.53
Orange County	\$35,745.43
Palo Pinto County Hospital District	\$212,275.58
Panola County	\$49,353.12
Parker County Hospital District	\$471,496.64
Parmer County Hospital District	\$28,938.08
Pecos County	\$218,400.79
Polk County	\$15,839.39
Rains County	\$2,336.06
Randall County	\$24,653.59
Rankin County Hospital District	\$158,798.01
Reagan Hospital District	\$79,044.86
Real County	\$1,658.76
Red River County	\$9,631.35
Reeves County Hospital District	\$959,925.54
Refugio County Memorial Hospital District	\$48,572.97
Rice Hospital District	\$56,375.93
Roberts County	\$13.41
Robertson County	\$4,802.34
Rockdale Hospital District	\$9,635.90
Rockwall County	\$24,295.70
Runnels County	\$2,086.20
Rusk County	\$6,275.45
Sabine County Hospital District	\$27,980.05
San Augustine City-County Hospital District	\$19,552.56
San Jacinto County	\$12,366.56
San Patricio County	\$29,982.49
San Saba County	\$9,209.01
Schleicher County Hospital District	\$39,625.04
Scurry County Hospital District	\$132,184.52
Seminole Hospital District	\$234,884.26
Shackelford County Hospital District	\$22,351.05
Shelby County	\$5,363.28

Texas Department of State Health Services  
Tobacco Settlement Distribution Program

## 2020 Distribution List

Payee Name	Payment
Smith County	\$79,973.65
Somervell County Hospital District	\$62,890.22
South Limestone Hospital District	\$82,597.36
South Randall County Hospital District	\$21,949.44
South Wheeler County Hospital District	\$38,364.15
Stamford Hospital District	\$24,475.35
Starr County Hospital District	\$111,275.50
Stephens Memorial Hospital District	\$26,516.02
Sterling County	\$30,530.92
Stonewall County Hospital District	\$27,626.59
Stratford Hospital District	\$15,547.22
Sutton County Hospital District	\$26,969.15
Sweeny Hospital District	\$149,857.85
Swisher Memorial Hospital District	\$43,723.77
Tarrant County Hospital District	\$8,490,367.60
Taylor County	\$120,363.36
Teague Hospital District	\$7,806.51
Terrell County	\$7,629.60
Terry Memorial Hospital District	\$51,721.07
Throckmorton County	\$4,304.32
Titus County Memorial Hospital District	\$84,906.45
Tom Green County	\$68,837.99
Travis County Healthcare District	\$5,387,992.25
Trinity County	\$2,060.30
Trinity Memorial Hospital District	\$17,450.33
Tyler County Hospital District	\$43,482.49
Upshur County	\$7,812.05
Uvalde County	\$58,329.28
Val Verde County Hospital District	\$54,877.23
Van Zandt County	\$8,463.65
Victoria County	\$58,656.64
Walker County Hospital District	\$158,328.95
Waller County	\$15,965.56
Ward County	\$44,143.68
Washington County	\$24,043.85
Webb County	\$132,475.71
West Coke County Hospital District	\$11,894.47
West Wharton County Hospital District	\$57,842.28
Wharton County	\$14,454.93
Wichita County	\$90,099.25
Wilbarger County Hospital District	\$52,300.86
Willacy County Hospital District	\$14,118.79
Williamson County	\$520,875.19
Wilson County Hospital District	\$78,690.49
Winkler County Hospital District	\$81,674.15
Winnie-Stowell Hospital District	\$13,221.78
Wise County	\$51,392.77
Wood County	\$8,784.03
Wood County Central Hospital District	\$1,493.94
Yoakum County	\$26,449.17
Yoakum Hospital District	\$35,719.36
Young County	\$5,757.83
Zapata County	\$56,553.86
Zavala County	\$10,076.88
	<b>\$73,831,824.00</b>

**17. Discussion/Action** to determine where to send fees collected for Child Sexual Assault Fund (001-2840). **Speaker: Judge Haden/ Barbara Gonzales/ Jan Bower; Cost: None; Backup: 4**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** May 12, 2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to determine where to send fees collected for Child Sexual Assault Fund (001-2840)

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 0

Is this cost included in the County Budget?    n/a

Is a Budget Amendment being proposed?    n/a

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)	Barbara Gonzales	Auditor's Office	Auditor
(3)	Jan Bower	Auditor's Office	Internal Auditor

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

**4.**   
Signature of Court Member

Date 5/14/2020

**001-2840      Child Sexual Assault Fund      CCP 102.0186**

Fees collected should be submitted to the fund designated to be used only to fund child abuse prevention programs in the county. The county child abused prevention fund shall be administered by or under the direction of the commissioners' court. Less than a \$100 collected a year since 2014.

As of 9/30/19 amount collected is \$400.00.

**Question:** Does the county have a child sexual assault fund set up for any current type of programs these collected fees can be submitted?

**Legal advice:** The statute mandates that the funds be deposited in a fund "to be known as the county child abuse prevention fund" and provides that the fund "and provides that the fund "may be used only to fund child abuse prevention programs in the county where the court is located".

**Suggestion after Legal Advice:** The Hays-Caldwell Women's Center (HCWC) is a local non-profit who offers free and confidential services to women, men, and children who are victims of family violence, dating violence, sexual assault, and child abuse who live, work, or attend school in Hays and Caldwell Counties. <https://hwc.org>

Currently Caldwell County is submitting fees collected for "Family Protection (violence) Fee" and send to Hays Caldwell Women's Center. This meager amount from the Child Sexual Assault Fund can be included with the fee sent to Hays Caldwell Women's Center.

**Attached:**

CCP 102.0186 County Child Abuse Prevention Fund  
GC 51.961 Family Protection Fee

CODE OF CRIMINAL PROCEDURE

TITLE 2. CODE OF CRIMINAL PROCEDURE

CHAPTER 102. COSTS, FEES, AND FINES PAID BY DEFENDANTS

Art. 102.0186. FINE FOR CERTAIN CHILD SEXUAL ASSAULT AND RELATED CONVICTIONS. (a) A person convicted of an offense under Section 21.02 (Continuous sexual abuse of young child/children), 21.11 (Indecency with a Child), 22.011(a)(2) (Sexual Assault of a child), 22.021(a)(1)(B) (Aggravated Sexual Assault of a child), 43.25 (Sexual Performance by a child), 43.251 (Employment Harmful to a child), or 43.26 (Possession or Promotion of Child Pornography), Penal Code, shall pay a fine of \$100 on conviction of the offense.

(b) A fine imposed under this article is imposed without regard to whether the defendant is placed on community supervision after being convicted of the offense or receives deferred adjudication for the offense.

(c) The clerks of the respective courts shall collect the fines and pay the fines to the county treasurer or to any other official who discharges the duties commonly delegated to the county treasurer for deposit in a fund to be known as the county child abuse prevention fund. A fund designated by this subsection may be used only to fund child abuse prevention programs in the county where the court is located.

(d) The county child abuse prevention fund shall be administered by or under the direction of the commissioners' court.

Added by Acts 2005, 79th Leg., Ch. 268 (S.B. 6), Sec. 1.127(a), eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 593 (H.B. 8), Sec. 3.24, eff. September 1, 2007.

Acts 2019, 86th Leg., R.S., Ch. 1352 (S.B. 346), Sec. 2.39, eff. January 1, 2020.

Acts 2019, 86th Leg., R.S., Ch. 1352 (S.B. 346), Sec. 2.40, eff. January 1, 2020.

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE D. JUDICIAL PERSONNEL AND OFFICIALS

CHAPTER 51. CLERKS

SUBCHAPTER M. ADDITIONAL FILING FEE FOR FAMILY PROTECTION

Sec. 51.961. FAMILY PROTECTION FEE. (a) The commissioners' court of a county shall adopt a family protection fee in an amount not to exceed \$15.

(b) Except as provided by Subsection (c), the district clerk or county clerk shall collect the family protection fee at the time a suit for dissolution of a marriage under Chapter 6, Family Code, is filed. The fee is in addition to any other fee collected by the district clerk or county clerk.

(c) The clerk may not collect a fee under this section from a person who is protected by an order issued under:

- (1) Subtitle B, Title 4, Family Code; or
- (2) Article 17.292, Code of Criminal Procedure.

(d) The clerk shall pay a fee collected under this section to the appropriate officer of the county in which the suit is filed for deposit in the county treasury to the credit of the family protection account. The account may be used by the commissioners' court of the county only to fund a service provider located in that county or an adjacent county. The commissioners' court may provide funding to a nonprofit organization that provides services described by Subsection (e).

(e) A service provider who receives funds under Subsection (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child.

**18. Discussion/Action** to determine where to send fees collected for Child Safety by Tax Office (001-2345). **Speaker: Judge Haden/ Barbara Gonzales/ Jan Bower; Cost: None; Backup: 15**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: May 12, 2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to determine where to send fees collected for Child Safety by Tax Office  
(001-2345)

1. **Costs:**

Actual Cost or     Estimated Cost    \$ 0

Is this cost included in the County Budget?    n/a

Is a Budget Amendment being proposed?    n/a

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)	Barbara Gonzales	Auditor's Office	Auditor
(3)	Jan Bower	Auditor's Office	Internal Auditor

3. **Backup Materials:**     None     To Be Distributed    15 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 5/4/2020

**001-2345 Child Safety – Tax Office Collections (\$1.50 per vehicle) TC 502.403****Synopsis of Transportation Code 502.403**

Once the \$1.50 per vehicle is collected in the Tax Collector's Office, the County can deduct 10% of amount collected as administrative costs of fees collected. The county may also deduct from the fee revenue an amount proportional to the percentage of county residents who live in unincorporated areas of the county and deposit in the General Fund. After making these deductions, the county shall send the remainder of the fee revenue to the municipalities in the county according to their population. For municipality with a population less than 850,000 shall use the revenue from a fee imposed in accordance with CCP 102.014 (g) must be used for a school crossing guard program.

As of 9/30/19 amount is \$163,444.00. These fees have been collected since January 01, 2017.

- Caldwell County has three (3) incorporated cities: Lockhart, Luling, and Martindale. Population based 2018 data found on [www.census.gov/Population/Data/Population and Housing Unit Estimates/Tables/2018/City and Town Population Totals: 2010-2018](http://www.census.gov/Population/Data/Population%20and%20Housing%20Unit%20Estimates/Tables/2018/City%20and%20Town%20Population%20Totals%202010-2018).
- Caldwell County has several unincorporated areas within its boundaries: Brownsboro, Dale, Delhi, Elm Grove, Fentress, Joliet, Lytton Springs, Maxwell, McMahan, McNeil, Mendoza, Reedville, St. John Colony, Stairtown, Taylorville, Tilton.
- Cities located in one or more counties: Mustang Ridge (Travis/Bastrop), Niederwald (Hays), San Marcos (Hays, Guadalupe and Comal), Uhland (Hays)
- School Districts within Caldwell County: Lockhart ISD, Luling ISD, and Prairie Lea ISD.
- School Districts shared between more than one county: San Marcus ISD, Gonzales ISD, Hays ISD, Waelder ISD.

2018 Population count: County: 43,247; Lockhart: 13,924; Luling: 5,954; and Martindale: 1,272.

**Breakdown:**

County 10% Administrative Fee	\$16,344.40
Lockhart (32.2%)	\$47,366.07
Luling (13.8%)	\$20,299.74
Martindale (2.9%)	\$ 4,265.89
Unincorporated (51.1%)	\$75,167.90

Will need information on where to submit the collected money to the three incorporated cities. Once the payments are set up, each city will receive quarterly payments while the fees are collected.

**Attached:**

TC 502.403 Collection of \$1.50 per vehicle for Child Safety  
 LGC 106.001 - .004 – Creation of Child Safety Trust Fund  
 CCP 102.014 – Child Safety Fund – School Crossing Guard Program  
 LGC 343.001 .002, and .011 to .014 – School Crossing Guard  
 TC 600.004 Training of School Crossing Guards

TRANSPORTATION CODE  
TITLE 7. VEHICLES AND TRAFFIC  
SUBTITLE A. CERTIFICATES OF TITLE AND REGISTRATION OF VEHICLES  
CHAPTER 502. REGISTRATION OF VEHICLES

Sec. 502.403. OPTIONAL COUNTY FEE FOR ~~CHILD SAFETY~~. (a)

The commissioners court of a county that has a population greater than 1.3 million and in which a municipality with a population of more than one million is primarily located may impose by order an additional fee of not less than 50 cents or more than \$1.50 for a vehicle registered in the county. The commissioners' court of any other county may impose by order an additional fee of not more than \$1.50 for registering a vehicle in the county.

(b) A vehicle that may be registered under this chapter without payment of a registration fee may be registered without payment of the additional fee.

(c) A fee imposed under this section may take effect and be removed in accordance with the provisions of Section 502.401.

(d) The additional fee shall be collected for a vehicle when other fees imposed under this chapter are collected.

(e) A county imposing a fee under this section may deduct for administrative costs an amount of not more than 10 percent of the revenue it receives from the fee. *The county may also deduct from the fee revenue an amount proportional to the percentage of county residents who live in unincorporated areas of the county. After making the deductions provided for by this subsection, the county shall send the remainder of the fee revenue to the municipalities in the county according to their population.*

(f) A municipality with a population greater than 850,000 shall deposit revenue from a fee imposed under this subsection to the credit of the ~~Child safety~~ trust fund created under *Section 106.001, Local Government Code*. A municipality with a population less than 850,000 shall use revenue from a fee

imposed under this section in accordance with **Article 102.014(g), Code of Criminal Procedure.**

(g) After deducting administrative costs, a county may use revenue from a fee imposed under this section only for a purpose permitted by Article 102.014(g), Code of Criminal Procedure.

Transferred, redesignated and amended from Transportation Code, Section 502.173 by Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 137, eff. January 1, 2012.

LOCAL GOVERNMENT CODE  
TITLE 4. FINANCES  
SUBTITLE A. MUNICIPAL FINANCES  
CHAPTER 106. MUNICIPAL CHILD SAFETY TRUST FUND

**Sec. 106.001. CREATION OF CHILD SAFETY TRUST FUND IN CERTAIN MUNICIPALITIES.** A child safety trust fund shall be created in the treasury of a municipality with a population of more than 850,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.01, eff. Sept. 1, 1995.

**Sec. 106.002. DEPOSITS TO FUND.** The following money shall be deposited in the fund:

(1) court costs collected under Article 102.014, Code of Criminal Procedure; and

(2) optional motor vehicle registration fees remitted to the municipality by the county under Section 502.403, Transportation Code.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.01, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.214, eff. Sept. 1, 1997.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 12.001, eff. September 1, 2013.

**Sec. 106.003. USE OF FUND.** (a) Money in the fund shall be used for the purpose of providing school crossing guard services as provided by *LGC Chapter 343*.

(b) After payment of the expenses of the school crossing guard services, any remaining money in the fund may be used for programs designed to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.01, eff. Sept. 1, 1995.

Sec. 106.004. AUDIT. (a) Money collected under this chapter is subject to audit by the comptroller.

(b) Money expended under this chapter is subject to audit in the same manner as other funds expended by a county or municipality.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.01, eff. Sept. 1, 1995.

CODE OF CRIMINAL PROCEDURE  
TITLE 2. CODE OF CRIMINAL PROCEDURE  
CHAPTER 102. COSTS PAID BY DEFENDANTS

**Art. 102.014. COURT COSTS FOR CHILD SAFETY FUND IN MUNICIPALITIES.**

(g) In a municipality with a population less than 850,000 according to the most recent federal decennial census, the money collected under this article in a municipal court case must be used for a school crossing guard program if the municipality operates one. If the municipality does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the municipality may:

- (1) deposit the additional money in an interest-bearing account;
- (2) expend the additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or
- (3) expend the additional money for programs designed to enhance public safety and security.

LOCAL GOVERNMENT CODE  
TITLE 11. PUBLIC SAFETY  
SUBTITLE A. MUNICIPAL PUBLIC SAFETY

CHAPTER 343. MUNICIPAL PROVISION OF SCHOOL CROSSING GUARDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 343.001. DEFINITION. In this chapter, "school crossing guard" has the meaning assigned by Section 541.001, Transportation Code.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.224, eff. Sept. 1, 1997.

Sec. 343.002. DESIGNATION OF GOVERNMENTAL FUNCTION. The employment, training, equipping, and location of school crossing guards by a political subdivision is a governmental function.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995.

SUBCHAPTER B. PROVISIONS APPLICABLE TO MUNICIPALITIES WITH A  
POPULATION OF MORE THAN 850,000

Sec. 343.011. APPLICATION. This subchapter applies only to a municipality with a population of more than 850,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995.

Sec. 343.012. CONTRACT WITH SCHOOL DISTRICTS. (a) The municipality may contract with one or more school districts to provide school crossing guards.

(b) Under a contract, a school district may provide school crossing guard services to an area of the municipality that is not a part of the school district.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995.

**Sec. 343.013. DEDUCTIONS FROM CHILD SAFETY TRUST FUND.**

(a) After contracting with a school district, the municipality may deduct from a *child safety* trust fund established under Chapter 106 the administrative cost of contracting for school crossing guard services and distributing the funds to the school district.

(b) The administrative costs may not exceed 10 percent of the funds available for school crossing guard services.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995.

**Sec. 343.014. PROVISION OF SCHOOL CROSSING GUARDS. (a)**

The governing body of the municipality shall determine the number of school crossing guards needed by the municipality and shall provide for the use of school crossing guards to facilitate the safe crossing of streets in the municipality by children going to or leaving a public, parochial, or private elementary or secondary school.

(b) In making the determination of the need for school crossing guards, the municipality shall consider the recommendations of schools and traffic safety experts.

(c) The municipality shall equip school crossing guards that it employs or has under its jurisdiction with all necessary equipment.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 10.02, eff. Sept. 1, 1995.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 600. MISCELLANEOUS PROVISIONS

Sec. 600.004. TRAINING OF ~~OSCHOOL CROSSING GUARD~~. (a) A local authority may authorize a ~~school crossing guard~~ to direct traffic in a school crossing zone if the guard successfully completes a training program in traffic direction as defined by the basic peace officer course curriculum established by the Commission on Law Enforcement Standards and Education.

(b) A ~~school crossing guard~~ trained under this section:

- (1) is not a peace officer; and
- (2) may not carry a weapon while directing traffic in a school crossing zone.

Added by Acts 1999, 76th Leg., ch. 724, Sec. 2, eff. Aug. 30, 1999.

**Annual Estimates of the Resident Population for Counties in Texas: April 1, 2010 to July 1, 2019**

Geographic Area	April 1, 2010		Population Estimate (as of July 1)									
	Census	Estimates Base	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Texas	25,145,561	25,146,091	25,241,971	25,645,629	26,084,481	26,480,266	26,964,333	27,470,056	27,914,410	28,295,273	28,628,666	28,995,881
Burnet County, Texas	42,750	42,711	42,762	43,216	43,377	43,580	43,954	44,734	45,817	46,600	47,344	48,155
Caldwell County, Texas	38,066	38,055	38,127	38,470	38,682	39,201	39,703	40,419	41,147	42,328	43,161	43,664
Calhoun County, Texas	21,381	21,382	21,313	21,359	21,575	21,729	21,812	21,887	21,948	21,712	21,504	21,290

Note: The estimates are based on the 2010 Census and reflect changes to the April 1, 2010 population due to the Count Question Resolution program and geographic program revisions. All geographic boundaries for the 2019 population estimates are as of January 1, 2019. For population estimates methodology statements, see <http://www.census.gov/programs-surveys/popest/technical-documentation/methodology.html>.

**Suggested Citation:**

Annual Estimates of the Resident Population for Counties in Texas: April 1, 2010 to July 1, 2019 (CO-EST2019-ANNRES-08)

Source: U.S. Census Bureau, Population Division

Release Date: March 2020

GEO.id	GEO.id2	GEO.display-label	rescen420	resbase420	respop720	respop72018								
Id	Id2	Geography	April 1, 2018	April 1, 2018	Population Estimate (as of July 1) - 2018									
1620000US4843240	4843240	Lockhart city, Texas	12698	12689	12748	12817	12868	13011	13151	13343	13439	13840	13924	
1620000US4845096	4845096	Luling city, Texas	5411	5401	5401	5505	5530	5604	5659	5701	5814	5919	5954	
1620000US4846848	4846848	Martindale city, Texas	1116	1131	1133	1141	1154	1179	1218	1224	1234	1263	1272	

4.30.2020



# The 2020 Census is Happening Now. Respond Today.

## City and Town Population Totals: 2010-2018

This page features all the files containing Vintage 2018 city and town population totals and components of change.

- **Tables:** Stats displayed in columns and rows with title, ID, notes, sources, and release date. Many tables are in downloadable XLS, CSV and PDF file formats.
- **Datasets:** Data files to download for analysis in spreadsheet, statistical, or geographic information systems software.

### Tables

#### Incorporated Places: 2010 to 2018

Choose a State to View.

United States	Kansas	North Carolina
Alabama	Kentucky	North Dakota
Alaska	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	South Dakota
District of Columbia	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
		Wyoming

#### Minor Civil Divisions: 2010 to 2018

Choose a State to View.

Connecticut	Minnesota	Ohio
Illinois	Missouri	Pennsylvania
Indiana	Nebraska	Rhode Island
Kansas	New Hampshire	South Dakota
Maine	New Jersey	Vermont
Massachusetts	New York	Wisconsin
Michigan	North Dakota	

## Annual Estimates: April 1, 2010 to July 1, 2018

United States	Kansas	North Carolina
Alabama	Kentucky	North Dakota
Alaska	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	South Dakota
District of Columbia	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
		Wyoming

With each new release of annual estimates, the entire time series of estimates is revised for all years back to the last census. All previously published estimates (e.g. old vintages) are superseded and archived on the FTP2 site.

-  [Datasets](#)
-  [Tables](#)
-  [File Layouts and Methodology Statements](#)
- [Searchable Index and File Descriptions for All Files on the FTP2 Site \(<1.0 MB\)](#)

## Related Information

[Glossary](#)

[Population and Housing Unit Estimates Tables](#)

*Last Revised March 24, 2020*

**19. Discussion/Action** to determine where to send fees collected for Child Safety in School Zones and ISD Parent Fine (001 2340 and 001-2845). **Speaker: Judge Haden/ Barbara Gonzales/ Jan Bower;**  
**Cost: None; Backup: 6**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: May 12, 2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

to determine where to send fees collected for Child Safety in School Zones and ISD Parent Fine (001-2340 and 001-2845)

**1. Costs:**

Actual Cost or     Estimated Cost    \$ 0

Is this cost included in the County Budget?    n/a

Is a Budget Amendment being proposed?    n/a

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		
(2)	Barbara Gonzales	Auditor's Office	Auditor
(3)	Jan Bower	Auditor's Office	Internal Auditor

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

4.   
Signature of Court Member

5/4/2020  
Date

CHILD SAFETY FEES COLLECTED BY COUNTY OFFICES/3.9.2020

**001-2340 Child Safety (School Zones) CCP 102.014**

Money collected through the four JP Offices for 1) traffic citation in a school zone such as passing a school bus or speeding in a school zone, and 2) for offenses considered as "Non-Attendance for School".

Money collected for "School Crossing Guard Programs".

If the county does not operate a School Crossing Guard Program, the county has several options on how to use the revenue. Per the statute, one option is to "deposit the money in the general fund".

This fee has been accumulating from October 2014 and is estimating about \$1,500 per year or less. As of 9/30/19 the accumulating amount is \$8,124.13.

**Suggestion:** If there is not a certified Crossing Guard Program within the County, should the fees be redirected to the General Fund or included in the amount from the \$1.50 fee for Child Safety collected in the Tax Office.

**001-2845 Due to ISD Parent Fine CCP 102.014**

This is related to the above Child Safety fees collected for "Non-Attendance for School" under this same article. Last posting of fees was March 2015.

As of 9/30/19 amount is \$125.00.

**Suggestion:** Combine this amount with the Child Safety fees and indicate this account as inactive.

**Attached:**

CCP 102.014 – Child Safety Fund – School Crossing Guards

TC 541.001 (5) Definition of School Crossing Guards

TC 600.004 – Training of School Crossing Guards

CODE OF CRIMINAL PROCEDURE  
TITLE 2. CODE OF CRIMINAL PROCEDURE  
CHAPTER 102. COSTS PAID BY DEFENDANTS

**Art. 102.014. COURT COSTS FOR CHILD SAFETY FUND IN MUNICIPALITIES.** (a) The governing body of a municipality with a population greater than 850,000 according to the most recent federal decennial census that has adopted an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Section 542.202, Transportation Code, or Chapter 682, Transportation Code, shall by order assess a court cost on each parking violation not less than \$2 and not to exceed \$5. The court costs under this subsection shall be collected in the same manner that other fines in the case are collected.

(b) The governing body of a municipality with a population less than 850,000 according to the most recent federal decennial census that has adopted an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Section 542.202, Transportation Code, or Chapter 682, Transportation Code, may by order assess a court cost on each parking violation not to exceed \$5. The additional court cost under this subsection shall be collected in the same manner that other fines in the case are collected.

(c) A person convicted of an offense under Subtitle C, Title 7, Transportation Code, when the offense occurs *speed / passing school zone School Buses* within a school crossing zone as defined by Section 541.302 of that code, shall pay as court costs \$25 in addition to other taxable court costs. A person convicted of an offense under Section 545.066, Transportation Code, shall pay as court costs \$25 in addition to other taxable court costs. The additional court costs under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected and shall be assessed only in a municipality.

(d) A person convicted of an offense under Section 25.093 or 25.094, Education Code, shall pay as *(Non-Attendance for school)* taxable court costs \$20 in addition to other taxable court costs. The additional court costs under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected.

(e) In this article, a person is considered to have been convicted in a case if the person would be considered to have been convicted under Section 133.101, Local Government Code.

(f) In a municipality with a population greater than 850,000 according to the most recent federal decennial census, the officer collecting the costs in a municipal court case shall deposit money collected under this article in the municipal child safety trust fund established as required by Chapter 106, Local Government Code.

(g) In a municipality with a population less than 850,000 according to the most recent federal decennial census, the money collected under this article in a municipal court case must be used for a school crossing guard program if the municipality operates one. If the municipality does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the municipality may:

- (1) deposit the additional money in an interest-bearing account;
- (2) expend the additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or
- (3) expend the additional money for programs designed to enhance public safety and security.

(h) Money collected under this article in a justice, county, or district court shall be used to fund school crossing guard programs in the county where they are collected. If the county does not operate a school crossing guard program, the county may:

(1) remit fee revenues to school districts in its jurisdiction for the purpose of providing school crossing guard services;

(2) fund programs the county is authorized by law to provide which are designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention;

(3) provide funding to the sheriff's department for school-related activities;

(4) provide funding to the county juvenile probation department; or

(5) deposit the money in the general fund of the county.

(i) Each collecting officer shall keep separate records of money collected under this article.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 541. DEFINITIONS

SUBCHAPTER A. PERSONS AND GOVERNMENTAL AUTHORITIES

Sec. 541.001. PERSONS. In this subtitle:

(1) "Operator" means, as used in reference to a vehicle, a person who drives or has physical control of a vehicle.

(2) "Owner" means, as used in reference to a vehicle, a person who has a property interest in or title to a vehicle.

The term:

(A) includes a person entitled to use and possess a vehicle subject to a security interest; and

(B) excludes a lienholder and a lessee whose lease is not intended as security.

(3) "Pedestrian" means a person on foot.

(4) "Person" means an individual, firm, partnership, association, or corporation.

(5) "School crossing guard" means a responsible person who is at least 18 years of age and is designated by a local authority to direct traffic in a school crossing zone for the protection of children going to or leaving a school.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.103, eff. Sept. 1, 1997.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 600. MISCELLANEOUS PROVISIONS

Sec. 600.004. TRAINING OF ~~SCHOOL CROSSING GUARD~~. (a) A local authority may authorize a ~~school crossing guard~~ to direct traffic in a school crossing zone if the guard successfully completes a training program in traffic direction as defined by the basic peace officer course curriculum established by the Commission on Law Enforcement Standards and Education.

(b) A ~~school crossing guard~~ trained under this section:

- (1) is not a peace officer; and
- (2) may not carry a weapon while directing traffic in a school crossing zone.

Added by Acts 1999, 76th Leg., ch. 724, Sec. 2, eff. Aug. 30, 1999.

**20. Discussion/Action** to request approval of the revised Caldwell county Purchasing Manager Job description. **Speaker: Judge Haden/ Danie Blake; Cost: None; Backup: 14**

### Caldwell County Agenda Item Request Form

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

AGENDA DATE: 04/28/2020

#### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Request approval of the revised Caldwell County Purchasing Manager Job Description.

1. Costs:

Actual Cost or     Estimated Cost    \$ 0.00

Is this cost included in the County Budget?    No

Is a Budget Amendment being proposed?    No

2. Agenda Speakers:

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

3. Backup Materials:     None     To Be Distributed    14 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 4/22/2020

Exhibit A

**Commissioners Court-Tuesday May 12, 2020  
County Purchasing Department  
Job Description**

**Discussion Items:**

Purchasing Department is requesting approval of the revised Caldwell County Purchasing Manager Job Description. I have attached the revised version, as well as the older version where you can find the revisions highlighted. District Judge Chris Schneider has reviewed and signed off on the revisions that have been made as well.

**Notable Budget Items:** None

**Recommendation to Commissioner's Court:**

County Purchasing Department respectfully recommends the following:

**Approval of the revised Caldwell County Purchasing Manager Job Description.**

**Department Head Signature:**

Jamie Blake



- Consults and meets with elected and appointed officials and their assistants to assist with purchasing needs, bid evaluation, policy and procedure explanation, and vendor compliance issues.
- Assists the County Commissioners Court in developing purchasing policies and procedures to optimize the expenditure of County funds.
- Maintains current vendor files, communicates with vendors and schedules and conducts meetings with vendors when necessary; prepares various correspondence and reports in response to requests from vendors.
- Assists with outgoing bids including assembly and mail out of bid packages, and assists with compiling data into the bid worksheets; maintains communication with bidders as necessary.
- Calculates invoices as required and assists with the management of fixed assets.
- Attends and participate in a variety of meetings, seminars, and conferences; stays abreast of trends, developments, and legislative changes impacting the field of purchasing. Joins other governmental agencies in County purchasing plans when in the best interest of the County, ~~with approval of the County Auditor.~~
- Oversees and coordinates bid processes including attending pre-bid conferences and tracking and evaluating bids received; provides recommendations in relation to the award of County contracts; assists in securing contacts and agreements for service. Prepares informal Requests for Quotations (RFQ's); evaluates quotes received and presents to commissioners court for approval as required.
- Monitors and ensures the County's compliance with all codes, statutes, and regulations governing purchasing activities and governmental bid processes.
- Reviews purchase requisitions and orders received from County departments; monitors the status of open purchase orders and provides assistance in resolving purchasing issues.
- Assists and organizes the delivery of surplus items to auction and/or preparing surplus items for competitive sealed bid.
- Monitors the effectiveness of purchasing practices and departmental services; recommends changes necessary to improve operational efficiency and types of services provided to other County departments. Consults with County departments and personnel regarding purchasing requirements including clarifying needs and discussing alternative procurement options.

- Monitors construction procurement activities including recommending bidding and bonding requirements, publicly receiving and opening bids, providing contract award recommendations to the County Commissioner's Court. Attends pre-construction and project progress meetings.
- Conducts research and develops complex and/or routine bid specifications and contract terms and conditions. Reviews purchasing issues with the County Civil Attorney as required.
- Maintains, coordinates, and provides oversight of emergency agreements and procedures with vendors and other governmental entities for disaster preparedness.
- Assists in the purchasing of services and supplies for the County including raw materials, equipment, vehicles, machinery, tools, parts, and/or labor.
- Assists the County Commissioners in the development, implementation, administration, and evaluation of County purchasing policies and procedures.

### **REQUIREMENTS OF THE POSITION**

During each two year term of office, a County Purchasing Agent shall complete not less than 25 hours in courses relating to the duties of the County Purchasing Agent. The courses must be:

- Accredited by a nationally recognized college or university;
- Recognized by a national purchasing association, such as the National Association of Purchasing Management; or
- Courses offered by state agencies, or by state professional associations, related to purchasing.

### **OTHER FUNCTIONS**

Regular attendance is considered an essential function of this position.

*Note: The essential functions describe the general nature and level of work being performed by employees holding this position. This is not intended to be a comprehensive listing of all duties and responsibilities required, nor is all duties listed necessarily performed by any one employee so classified.*

### **MANDATORY QUALIFICATIONS**

#### **EDUCATION and/or EXPERIENCE**

High School diploma or GED; Bachelors Degree in Business or related field desired; Three-five (3-5) years of experience in the purchasing of goods or services for Municipal, County, or State Governmental Entities or UPPCC or NAPM Certification.

## **CERTIFICATES, LICENSES and REGISTRATIONS**

Possession of a valid Texas Driver's License. Certification as a Public Purchasing Buyer (UPPCC or NAPM) is preferred, but not required. County required annual training will be focused on those classes necessary to obtain certification.

## **OTHER SKILLS AND ABILITIES**

Demonstrated experience in Microsoft office suite (i.e. email, word processing, spreadsheet), and data base programs; prepare clear and concise records, reports, correspondence and other written materials; exercise independent judgment within general policy guidelines; establish and maintain effective working relationships with those contacted in the course of work.

## **MINIMUM QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Knowledge of:**

- Modern practices and processes of government purchasing administration;
- Applicable laws as related to the purchasing function;
- Principles and practices of fixed asset accounting, budget administration, and contract administration;
- Personal computer skills and software, including Microsoft Office Excel and Word products;
- Organizational skills related to the management of large amounts of data and physical assets;
- Professional customer service skills;
- Proper English usage, spelling, grammar and punctuation;
- Standard office supplies, procedures, and equipment;
- Caldwell County policies and procedures.

### **Ability to:**

- Perform multiple tasks simultaneously in a timely manner;
- Communicate clearly and concisely, both verbally and in writing;
- Understand and follow verbal and written instructions;
- Complete complex business correspondence;
- Effectively speak to small audiences to convey information;
- Properly interpret, understand and make decision in accordance with laws, regulations and policies;
- Conduct business with the public in a professional and courteous manner;

**Be detail orientated, and have a strong communication, interpersonal, problem solving, analytical, organizational, conflict resolution, and stress tolerance skills.**

**Function independently, exercise good judgment, manage multiple projects, and meet deadlines;**

**Establish and maintain effective working relationships with those contacted in the course of the job;**

**Operate equipment required to perform essential job functions;**

**Work independently in the absence of supervision;**

**Work in a safety-conscious environment and to follow and promote good safety practices;**

**Handle exposure to potentially hostile individuals;**

**Maintain confidentiality of information encountered in work activities at all times.**

### **TRAINING**

**UPPCC or NAPM certifications are preferred, but not required. Five years of experience in purchasing goods or services in lieu of certifications is acceptable.**

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

**Acknowledgement of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Printed Last, First Name, MI)

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Supervisor** \_\_\_\_\_ **Date:** \_\_\_\_\_



**CALDWELL COUNTY**  
*Job Description*

**Job Title:** Purchasing Manager  
**Department:** Purchasing  
**Location:** Caldwell County

**Salary Range:**  
**FLSA Status:** Exempt

**AUTHORITY**

Authority for position of Purchasing Manager is derived from Attorney General Opinion No. JC-0264 (August 7, 2000).

**SUMMARY**

This position is responsible for assisting in directing and overseeing all purchasing and procurement activities for the County. Assists Commissioners' Court, and other departments with purchasing of goods and services in accordance with State law and adopted purchasing policies of the Commissioners Court.

**SUPERVISION RECEIVED**

Works under the general supervision of District Judge(s)

**SUPERVISION EXERCISED**

None.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assists in the procurement of supplies, materials, and contract repairs to property owned and used by the County.
- Assists in the development of proposals for purchases made on competitive bids, including construction, professional services, term contracts, and service agreements; verifies that all purchased supplies, materials and equipment are delivered to the proper County departments.
- Provides general oversight and administration of the County's purchasing policies and procedures; advises departments concerning procurement guidelines.
- Consults and meets with elected and appointed officials and their assistants to assist with purchasing needs, bid evaluation, policy and procedure explanation, and vendor compliance issues.

- Assists the County Commissioners Court in developing purchasing policies and procedures to optimize the expenditure of County funds.
- Maintains current vendor files, communicates with vendors and schedules and conducts meetings with vendors when necessary; prepares various correspondence and reports in response to requests from vendors.
- Assists with outgoing bids including assembly and mail out of bid packages, and assists with compiling data into the bid worksheets; maintains communication with bidders as necessary.
- Calculates invoices as required and assists with the management of fixed assets.
- Attends and participate in a variety of meetings, seminars, and conferences; stays abreast of trends, developments, and legislative changes impacting the field of purchasing. Joins other governmental agencies in County purchasing plans when in the best interest of the County.
- Oversees and coordinates bid processes including attending pre-bid conferences and tracking and evaluating bids received; provides recommendations in relation to the award of County contracts; assists in securing contracts and agreements for service. Prepares informal Requests for Quotations (RFQ's); evaluates quotes received and presents to commissioners court for approval as required.
- Monitors and ensures the County's compliance with all codes, statutes, and regulations governing purchasing activities and governmental bid processes.
- Reviews purchase requisitions and orders received from County departments; monitors the status of open purchase orders and provides assistance in resolving purchasing issues.
- Assists and organizes the delivery of surplus items to auction and/or preparing surplus items for competitive sealed bid.
- Monitors the effectiveness of purchasing practices and departmental services; recommends changes necessary to improve operational efficiency and types of services provided to other County departments. Consults with County departments and personnel regarding purchasing requirements including clarifying needs and discussing alternative procurement options.
- Monitors construction procurement activities including recommending bidding and bonding requirements, publicly receiving and opening bids, providing contract award recommendations to the County Commissioner's Court. Attends pre-construction and project progress meetings.
- Conducts research and develops complex and/or routine bid specifications and contract terms and conditions. Reviews purchasing issues with the County Attorney as required.

- Maintains, coordinates, and provides oversight of emergency agreements and procedures with vendors and other governmental entities for disaster preparedness.
- Assists in the purchasing of services and supplies for the County including raw materials, equipment, vehicles, machinery, tools, parts, and/or labor.
- Assists the County Commissioners in the development, implementation, administration, and evaluation of County purchasing policies and procedures.

#### **REQUIREMENTS OF THE POSITION**

During each two year term of office, a County Purchasing Agent shall complete not less than 25 hours in courses relating to the duties of the County Purchasing Agent. The courses must be:

- Accredited by a nationally recognized college or university;
- Recognized by a national purchasing association, such as the National Association of Purchasing Management; or
- Courses offered by state agencies, or by state professional associations, related to purchasing.

#### **OTHER FUNCTIONS**

Regular attendance is considered an essential function of this position.

*Note: The essential functions describe the general nature and level of work being performed by employees holding this position. This is not intended to be a comprehensive listing of all duties and responsibilities required, nor is all duties listed necessarily performed by any one employee so classified.*

#### **MANDATORY QUALIFICATIONS**

##### **EDUCATION and/or EXPERIENCE**

High School diploma or GED; Bachelor's Degree in Business or related field desired; or Three-five (3-5) years of experience in the purchasing of goods or services for Municipal, County, or State Governmental Entities or UPPCC or NAPM Certification.

##### **CERTIFICATES, LICENSES and REGISTRATIONS**

Possession of a valid Texas Driver's License. Certification as a Public Purchasing Buyer (UPPCC or NAPM) is preferred, but not required. County required annual training will be focused on those classes necessary to obtain certification.

## **OTHER SKILLS AND ABILITIES**

Demonstrated experience in Microsoft office suite (i.e. email, word processing, spreadsheet), and data base programs; prepare clear and concise records, reports, correspondence and other written materials; exercise independent judgment within general policy guidelines; establish and maintain effective working relationships with those contacted in the course of work.

## **MINIMUM QUALIFICATIONS**

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Knowledge of:**

- Modern practices and processes of government purchasing administration;
- Applicable laws as related to the purchasing function;
- Principles and practices of fixed asset accounting, budget administration, and contract administration;
- Personal computer skills and software, including Microsoft Office Excel and Word products;
- Organizational skills related to the management of large amounts of data and physical assets;
- Professional customer service skills;
- Proper English usage, spelling, grammar and punctuation;
- Standard office supplies, procedures, and equipment;
- Caldwell County policies and procedures.

### **Ability to:**

- Perform multiple tasks simultaneously in a timely manner;
- Communicate clearly and concisely, both verbally and in writing;
- Understand and follow verbal and written instructions;
- Complete complex business correspondence;
- Effectively speak to small audiences to convey information;
- Properly interpret, understand and make decision in accordance with laws, regulations and policies;
- Conduct business with the public in a professional and courteous manner;
- Be detail orientated, and have a strong communication, interpersonal, problem solving, analytical, organizational, conflict resolution, and stress tolerance skills.
- Function independently, exercise good judgment, manage multiple projects, and meet deadlines;
- Establish and maintain effective working relationships with those contacted in the course of the job;
- Operate equipment required to perform essential job functions;

**Work independently in the absence of supervision;**  
**Work in a safety-conscious environment and to follow and promote good safety practices;**  
**Handle exposure to potentially hostile individuals;**  
**Maintain confidentiality of information encountered in work activities at all times.**

#### **TRAINING**

**UPPCC or NAPM certifications are preferred, but not required. Five years of experience in purchasing goods or services in lieu of certifications is acceptable.**

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

Acknowledgement of Employee: Danielle Blake Date: 04/28/2020  
(Printed Last, First Name, MI)

Signature of Employee: Danielle Blake Date: 04/28/2020

Signature of Supervisor: J. Seewie Date: 4/28/2020

**21. Discussion/Action** to approve the award to H&H Enterprises the contract opportunity for RFB 20CCP01B for annual mowing maintenance for Caldwell County right-of ways. **Speaker: Judge Haden/ Danie Blake; Cost: \$124,992.00; Backup: 41**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Request to award H&H Enterprises the contract opportunity for RFB 20CCP01B fro annual mowing maintenance for Caldwell County right-of-ways.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ \$124,992.00

Is this cost included in the County Budget?    Yes

Is a Budget Amendment being proposed?    No

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	Danie Blake		Purchasing Agent
(2)			
(3)			

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

4.   
Signature of Court Member

Date 5/5/2020

**Commissioners Court-Tuesday May 12, 2020**  
**County Purchasing Department**  
**RFB: 20CCP01B Caldwell County Mowing Maintenance**

**Discussion Items:**

The County Purchasing Department is recommending to award Mowing Maintenance contract opportunity to H & H Enterprises for RFB 20CCP01B (request for bid) for Caldwell County. The bid came in at approximately \$231,326.00 for 2 regular right-of-way mowing cycles, one safety cut, and one litter control pick up. The bid was not the lowest, but was highly recommended from contacting references, the large and new equipment list, and crew numbers that were provided made it clear that H&H Enterprises are well qualified and the proposed services are of a fair and reasonable nature. The other competitor bid information is provided in back up, as well as a price comparison breakdown.

**Notable Budget Items:** \$124,992.00 for 1x Litter Pickup & 1x Regular Mowing Cut

**Recommendation to Commissioner's Court:**

County Purchasing Department respectfully recommends the following:

**Award H & H Enterprises the contract opportunity for, request for bid (RFB 20CCP01B) for an annual maintenance mowing for Caldwell County right-of-ways.**

Department Head Signature: \_\_\_\_\_

*James Blah*

## RFB 20CPP01B Bid Breakdown - Mowing Maintenance

	H & H Enterprise			Abescape Group		
1. Total Length 1,302 Acres	\$ 47.00	\$ 122,388.00	(2x Cut)	\$ 50.00	\$ 130,200.00	(2x Cut)
2. Safety Mow 610 Acres	\$ 74.00	\$ 45,140.00	(1x Cut)	\$ 59.00	\$ 35,990.00	(1x Cut)
3. Litter Control 1,302 Acres	\$ 49.00	\$ 63,798.00	(1x Pickup)	\$ 20.00	\$ 26,040.00	(1x Pickup)
<b>Total:</b>		<b>\$ 231,326.00</b>		<b>Total:</b>	<b>\$ 192,230.00</b>	
		<b>Difference:</b>	<b>\$ 39,096.00</b>			

Contract Mowing - Remaining Balance FY19-20	\$ 167,579.29
Contract Mowing - Proposed for FY20-21 Approximately	\$ 260,000.00
<b>Combined:</b>	<b>\$ 427,579.29</b>

H & H Enterprise

**Request for Bid**  
**MOWING OF COUNTY RIGHT-OF-WAYS**  
**ANNUAL CONTRACT**

**Exhibit A**

**CALWELL COUNTY PURCHASING DEPT**  
110 S. Main St.  
Lockhart, TX 78644  
Telephone (512)-359-4685

Bid Request No. 20CCP01B  
Page 1 of 14 Pages

Bids will be received at the Caldwell County Court House, Purchasing Department, 110 S. Main St., Lockhart, TX 786644 until 2:00 p.m., Thursday, April 30th, 2020 at which time bids will be publicly opened and read aloud.

**A. SCOPE OF BID**

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a one (1) year period beginning from the date contract is signed by County and Contractor.

**B. CONDITIONS OF BIDDING**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Caldwell County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. **Definitions:** In order to simplify the language throughout this bid, the following definitions shall apply:
  - a. **CALDWELL COUNTY** - Same as County.
  - b. **COMMISSIONERS' COURT** - The elected officials of Caldwell County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
  - c. **CONTRACT** - An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
  - d. **CONTRACTOR** - The successful Bidder(s) of this bid request.
  - e. **COUNTY** - The government of Caldwell County, Texas and its authorized representative.
  - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
  - g. **SUPPLIER** - Same as Contractor.
2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Caldwell County and the successful bidder for the period designated.

3. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.
4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
5. Caldwell County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
6. Caldwell County reserves the right to reject any bid that does not fully respond to each specified item.
7. Bidder must include Tax Identification Number (TIN) for the bid to be valid.
8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.
9. The County may cancel this contract at any time for any reason, provided a thirty (30) day written notice is given; however if Contractor breaches this contract the County may cancel contract with a five (5) day written notice.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit price
  - b. Extended price
  - c. Special needs and requirements of Caldwell County
  - d. Supplies Equipment
  - e. Delivery
  - f. References
  - g. Caldwell County's experience with products bid
  - h. Vendor's past performance record with Caldwell County.
11. Although the cost of products to be provided is an essential part of the Bid, Caldwell County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be in the best interest to Caldwell County.
12. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

13. Title and Risk of Loss of the goods shall not pass to Caldwell County until the County actually accepts and takes possession of the goods at the point or points of delivery.
14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
16. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled and the bidder barred from quoting in future bids.
17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
18. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted by any other person or department other than the Caldwell County Purchasing Department will not be accepted.
19. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.
20. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
21. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Caldwell County web site; ([www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)) after bid award by Commissioner's Court.
22. Caldwell County reserves the right to extend this contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

23. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Caldwell County.
24. If sample testing is required, Caldwell County will perform test through a third party. Vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.
25. Three (3) references are to be provided by bidder. Failure to submit references may result in disqualification of bid.
26. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
27. In order to insure the safety of the public, the Contractor shall coordinate all work or deliveries with the Unit Road Department.
28. Any Subcontracting must be approved prior to commencement of the contract by the County Unit Road Director and Purchasing Agent and Caldwell County.
29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents, and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages of the items listed in the bid. If notation of substitution in not made, it is assumed the vendor is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Supplier is unable to furnish any item or service within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.
33. The successful vendor should submit itemized invoices with clearly marked remittance copies to the following address;

**ATTN: Unit Road Department Donald LeClerc  
1700 FM 2720  
Lockhart, TX 78644**

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

34. As a governmental subdivision, Caldwell County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Caldwell County Purchasing Department-(512)-359-4685.
35. Upon acceptance of a purchase order for any commodity or materials purchased by Caldwell County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
36. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
37. Potential Vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Caldwell County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
38. Bidder understands that Caldwell County is a government subject to Texas State and Federal public information statutes.

**C. SPECIAL PROVISIONS**

1. All deliveries are to be made F.O.B. Caldwell County Unit Road (Road & Bridge) Department, during regular working days, and between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours.
2. Vendor will be required to notify the County Unit Road Director and Purchasing Agent's Office in the event of unforeseen delay arising in the delivery of a specified shipment or service. In the event a shipment or service will not arrive at the job site within two (2) hours of designated time Caldwell County shall have the right to refuse acceptance of the order.
3. Vendor will be required to deliver to Caldwell County Unit Road Department or job site in Caldwell County when and where requested and remain on the job with truck and operator as long as required to completely place load.
4. Caldwell County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
6. Any Vendor vehicles or equipment traveling on County roads will not exceed its legal gross weight.

**D. INSURANCE REQUIREMENTS**

Before commencing work, the **CONTRACTOR** shall be required, at its own expense, to furnish the **COUNTY** within ten (10) days of notice to proceed with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation Insurance in accordance with state territorial worker's compensation laws and employer's liability insurance.
2. Comprehensive General Liability Insurance in the following amounts:
  - A. General Aggregate \$ 1,000,000.00
  - B. Products-Comp/Ops Aggregate\$ 1,000,000.00
  - C. Personal & Advertising Injury \$ 1,000,000.00
  - D. Each Occurrence \$ 1,000,000 .00
  - E. The Comprehensive General Liability Insurance must include liability coverage for:
    - ii. Bodily injury,
    - iii. Personal Injury,
    - iv. Independent Contractor,
    - v. Blanket Contractual,
    - vi. Product,
    - vii. Fire,
    - viii. Medical Expense, and
    - ix. Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
  - A. Bodily Injury \$ 1,000,000 per person
  - B. Personal Injury \$1,000,000 per accident
  - C. Property Damage \$1,000,000 per accident

**COUNTY** shall be named as an additional insured on **CONTRACTOR** insurance policies. Each insurance policy to be furnished by the successful **CONTRACTOR** shall include, by endorsement to the policy, a statement that a notice shall be given to **COUNTY** by certified mail 30 days prior to cancellation or upon any material change in coverage.

**E. REFERENCES**

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past three (3) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Using Caldwell County as a reference will not be considered as a sufficient reference.

Company/Entity: Union Pacific Railroad-vegetation management  
Contact: Kristina Stonner

*highly recommended*

Phone: 402-544-8007

Email: KJ.Stanne@up.com

\_\_\_\_\_

Company/Entity: Union Pacific Railroad - Vegetation Management

Contact: Tanya Buck

Phone: 281-350-7114

Email: tdbuck@up.com

\_\_\_\_\_

Company/Entity: Cimarron Valley Railroad

Contact: Brett Wallace

Phone: 575-361-7159

Email: brett@cimarronvalleyrr.net

*Another highly  
recommended  
reference*

**F. SCOPE OF WORK FOR MOWING OF COUNTY RIGHT-OF-WAYS:**

1. Estimated Acreage - Caldwell County estimates that approximately 1,302 acres of County right-of-ways will require mowing during the period of this contract. One litter control pickup on all county right-of-ways, with County providing dumpsters for litter drop off.
2. Minimum Equipment Required:  
Vendors are required to have the following minimum amount of equipment when performing work for Caldwell County. Failure to do so is NOT grounds for removing bidder from consideration:
  - Tractors with Slope Mowers - 1 each
  - Tractor with 15' Batwing Rotary Mowers - 2 to 4 each
  - Tractor with 5' or 6' Mowers - 1 each
3. Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along county right-of-ways as required by the County Unit Road Director and Purchasing Agent.
4. The Contractor shall not begin mowing until a minimum of four (4) mowers are in Caldwell County. All rotary mowers must be 60hp and equipped with four (4) sections of safety chains or the manufacturer's safety device to prevent damage to property caused by flying debris propelled out from under the mower.

5. The Contractor shall provide all mowers with a slow-moving vehicle emblem affixed to rear of mowers.
6. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.
7. Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.
8. 15' mowers are to be used on wide areas and slight sloped ditches.
9. 5' or 6' mowers are to be used to trim and on other areas as directed by the Caldwell County Unit Road Director and Purchasing Agent.
10. The cutting height shall be five (5) to seven (7) inches or as directed.
11. County rights of way will be mowed in two (2) cycles, as well as one (1) possible safety cut. One (1) cycle = mowing of entire county roads rights of way. The County anticipates two (2) or more cycles per year depending on weather conditions. As well as one (1) litter control pick up. The dumpsters will be provided by the County for litter disposal.
12. All mowing from the beginning of the cycle to the end of cycle, shall take place within thirty-five (35) calendar days. If the mowing cycle takes longer than thirty-five (35) days, the contractor will be responsible for the full compensation to the County for additional County supplied or hired mowers to finish the mowing cycle. This does not include rain days or other conditions that are approved by the County Unit Road Director and Purchasing Agent or their designee. Additional costs that are accrued by the County due to not finishing the cycle within the 35 day period will be subtracted from the contractor's invoice or the County will send an invoice to the Contractor.
13. The sequence of work shall be established by the County Unit Road Director and Purchasing Agent or his designee. Map and road lists will be provided to establish roads to be mowed.
14. Mowing will be from fence/tree line to road. The Contractor shall mow as close as possible to all fixed objects exercising extreme care not to damage county, public or private property. Contractor shall be responsible for damages.
15. Safety mowing will consist of mowing the total length of County roads six (6) to eight (8) feet off the roadway in wet soil / weather conditions. Safety mowing will be done only when coordinated with the County. A thirty (30) day notification will be given to Contractor for safety mow start date.
16. The Caldwell County Unit Road Director will direct mowing locations, timeframe and acreage.

17. The Contractor shall immediately remove and properly dispose of any debris thrown on the "roadway" by the mowing operation.
18. The Contractor shall observe and comply with all federal, state and local laws, safety and health regulations including all warning and traffic control signs, ordinances, and all ordinances and all regulations which in any manner affect the conduct of the work. Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.
19. All equipment operating on County rights of way shall be licensed in accordance with the laws of the State of Texas.
20. In order to insure the safety of the traveling public, the Contractor shall coordinate all work with the County Unit Road Director.
21. The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
22. Contractor agrees to accept full responsibility for any and all damages, including damage to County rights of way, public or private property (i.e., signs, fences, phone cables/pedestals, guardrails, etc.), as a result of his operations thereon; the Contractor further agrees to promptly repair such damage in accordance with the County Unit Road Director and Purchasing Agent's instructions. Caldwell County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). Caldwell County shall deduct \$154.00 per traffic device from Contractors invoice. County forces, at the Contractor's expense, will repair all damages not repaired by the Contractor. All expenses charged by the County for repair work shall be deducted from the Contractor's money due.
23. Contractor shall notify the County of any damages immediately.
24. When directed, all railing, posts, fence lines, retaining walls, signs, structures and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing.
25. County will notify Contractor, approximately ten (10) to twelve (12) days prior to the start of regular mowing cycle (this does not include the safety mow, which has a notification of 30 days).
26. Contractor shall notify County Unit Road Director and Purchasing Agent/designee at least twenty-four (24) hours prior to beginning any work cycle.

27. Contractor will confine all operations to daylight hours. Weekend or Holiday operations maybe allowed, but must be previously authorized by the County Unit Road Director.
28. Contractors are strongly urged to perform an actual drive-thru of County roads prior to bidding the job; this will familiarize the Contractor with right of way hazards and conditions (driveways, signs, culverts, bridges, etc.).
29. Contractor shall provide a company representative (foreman) to serve as a contact person for field operations; representative shall report to the County Unit Road Director and Purchasing Agent/designee. The representative will remain with the mowing crew at all times and shall be able to converse in English.
30. Prior to beginning operations, a conference between representatives of the County and the Contractor will be arranged by the County. In this meeting, the Contractor will outline the proposed mowing procedures and give his plans for performing the specifications, unusual conditions, methods for making non-mowing areas and other pertinent items regarding the work will also be discussed. The County shall determine all non-mowing areas.
31. Mowing will not be permitted when, in the opinion of the County Unit Road Director and Purchasing Agent/designee, soil and weather conditions are such that the rights of way would be damaged.
32. Equipment shall not be left within thirty (30) feet of the travel lane during non-working hours.
33. Payment to the Contractor for services rendered will be made based upon the completion of a cycle (lump sum per cycle) and the submission of applicable invoices. By Texas statute, Caldwell County will pay the vendor for services provided within thirty (30) days from the Auditor's receipt of the invoice.
34. Caldwell County reserves the right to add and/or delete roads and streets. Prior to roads and streets being added, Caldwell County will evaluate with the Contractor.
35. Wildflowers: The contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the County.
36. Caldwell County reserves the right to inspect the work under contract at any time for final acceptance.
37. Caldwell County does not assume responsibility for any materials, tools and/or equipment stored on or about the premises. The contractor upon completion of the work shall clear each area of all items.

38. **Daily Cleanup:** The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.
39. **Responsibility for Property:** Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. Caldwell County shall not be responsible for loss or damage to contractor's property from any cause.
40. **Assignment:** Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Caldwell County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

**The rest of this page is**

**left blank intentionally.**



MOWING OF COUNTY RIGHT-OF-WAYS  
CONTRACT

I. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

SIGNED BY: [Signature]

TYPED NAME: AJ Heckel TITLE: Owner

COMPANY NAME: Robin Heckel, LLC, DBA H&H Enterprise

PHONE: 620-353-0281

MAILING ADDRESS: 19600 Prairie Wind RU  
P.O. Box or Street

Amarillo TX 79124  
City TX Zip

EMAIL ADDRESS: handhenterprise1@gmail.com

VENDOR TAX IDENTIFICATION NUMBER: 82-1597747

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

END OF BID REQUEST NO. 18CCP02A

\*\*\*\*\*

By signing below, Caldwell County agrees that this bid, 2015-39, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Caldwell County Commissioner's Court: \_\_\_\_\_

Date \_\_\_\_\_

Attest:

Caldwell County Clerk: \_\_\_\_\_

**Caldwell County  
RIGHT OF WAY MOWING CONTRACT**

This Contract is made and entered into by Caldwell County, Texas, hereinafter referred to as COUNTY, having its principal place of business at 110 S Main St., Lockhart, TX 78644 AND H&H Enterprise, having its principal place of business at 19600 Prairie Wood RD Ament, TX 79124, hereinafter referred to as the CONTRACTOR.

WHEREAS, COUNTY desires to have CONTRACTOR perform certain mowing and litter control services along Caldwell County right of ways. CONTRACTOR desires to perform those services on behalf of COUNTY for compensation as set forth in CONTRACTOR'S bid response.

NOW, THEREFORE: The COUNTY and CONTRACTOR do hereby agree as follows:

**1. Legal Authority**

CONTRACTOR and COUNTY warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**2. Effective Date and Term**

This Contract shall become effective when fully executed by all parties hereto (the "Effective Date"). This Contract shall remain in effect for one year, subject to extension upon mutual agreement of the parties. This contract is for one (1) year period with the option to renew three (3) additional one-year terms.

**3. Renewal Of Contract**

The COUNTY reserves the right to extend the Contract service time, should an extension be in the best interest of the COUNTY for one additional year. Should the COUNTY wish to exercise this right, it shall notify the CONTRACTOR before the expiration date of the current contract. In the event CONTRACTOR performs services after the termination date of the Contract, the COUNTY will have no obligation to pay for such services unless the COUNTY approves an agreement to do so, which approval shall be solely at the COUNTY'S discretion.

**4. Identification of Contract Documents**

The Contract shall consist of the documents identified below, all of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto

1. Contract Terms and Conditions as stated herein
2. COUNTY'S Scope of work and bid document (EXHIBIT A)
3. CONTRACTOR'S Pricing Schedule and Required Forms (EXHIBIT B)

This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

## **5. Contract Performance**

**COUNTY** will provide written notification to **CONTRACTOR** when to begin mowing or litter collection operations. **COUNTY** will determine the applicable mowing cycle, the date when the specified mowing cycle will begin, and the number of working days allowed to complete the cycle. The number of working days allowed to complete the mowing cycle will be determined by the Unit Road Department.

**CONTRACTOR** will commence operations within 7 days of the beginning of the applicable mowing cycle and will complete the cycle on or before the last working day as determined by the Unit Road Department.

**COUNTY** shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. **CONTRACTOR** shall respond promptly to **COUNTY** inquiries or requests. If, in the **COUNTY'S** sole discretion, **CONTRACTOR** has failed to perform to the **COUNTY'S** complete satisfaction, **CONTRACTOR** shall be considered to be in default and **COUNTY** may elect to terminate this contract for cause.

## **6. Invoices**

Invoices shall be mailed to the following address unless otherwise specified by the **COUNTY**:

Caldwell County Unit Road  
ATTN: Donald LeClerc  
1700 FM 2720  
Lockhart, TX 78644

All invoices must be submitted with a paper copy including the invoice details. Invoice detail submittals will be checked against **COUNTY** records. **COUNTY** records are the basis of all payment approvals. Only accurate and complete invoices shall be forwarded by the **CONTRACTOR** or authorized representative to the **COUNTY** for payment. Invoices paid to **CONTRACTOR** will be on a bi-weekly billing cycle of the **COUNTY**.

## **7. Payment**

Payment will be made upon receipt and acceptance by the **COUNTY** of completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The **CONTRACTOR** is required to pay subcontractors in accordance with the terms of the subcontract, and within 10 days after the date that **CONTRACTOR** receives payment for the subcontractor's work.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit based price(s) submitted by **CONTRACTOR**.

The **CONTRACTOR** is responsible for paying all subcontractors used for services rendered within this scope of work. The **CONTRACTOR** shall execute release waivers with all subcontractors to release the **COUNTY** from payment to subcontractors directly. The release waivers in the form of an affidavit of bills paid and waiver of lien, for all subcontractors shall be provided to the **COUNTY** with each **CONTRACTOR** invoice and prior to final retainage release.

The **CONTRACTOR** must submit a final invoice within 30 days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the **COUNTY**. The final invoice must be marked "FINAL INVOICE." No additional payments will be made after the **CONTRACTOR'S** final invoice.

Payment Terms – Payments to the **CONTRACTOR** shall be made within 10-15 days upon completion of the full cycle of service, whether it be the full, and regular mowing or a safety mowing.

The following is an agreed upon price formula between **CONTRACTOR** and **COUNTY**:

Unit of Measure	Unit Cost	Total Units
Acres 1,302	\$	

**8. County Service Request Form Response Prices Offered By Contractor**

Prices provided by **CONTRACTOR** in **EXHIBIT A** shall be fixed for the entire term of this Contract. However, changes may be considered, at **COUNTY'S** sole discretion, for good cause shown if accompanied by proper and sufficient documentation, satisfactory to the **COUNTY**. No price change will be allowed unless it has been reviewed and approved by the **COUNTY** in writing. **CONTRACTOR** must have received **COUNTY'S** written approval of any change prior to charging the new price in any quotation prepared for the **COUNTY**.

Price change requests must be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **CONTRACTOR'S** actual costs have increased. Price increases shall be limited to a maximum of 5% for the term of the contract. No retroactive contract price adjustments will be allowed. Pricing structure shall remain in effect for the term of this Contract.

Right to Accept or Reject Price Change on Extension - If the contract term is extended, the **COUNTY** and **CONTRACTOR** will review unit prices and make adjustments based upon documented increases in costs. The **COUNTY** reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the remaining term of the Contract.

**9. Subcontracts & Assignments**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to the **COUNTY**. The **COUNTY** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. The **COUNTY** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**10. Changes And Amendments**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if **CONTRACTOR** does not comply with such change, the **COUNTY** or **CONTRACTOR** may terminate this Contract as authorized in Article 12. The **COUNTY** may, from

time to time, require changes in the scope of the services of the **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon by and between the **COUNTY** and the **CONTRACTOR** in writing shall be incorporated into this Contract as a Commissioners Court approved contract amendment.

#### **11. Force Majeure**

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

#### **12. Termination Procedures**

**CONTRACTOR** acknowledges that this Contract may be terminated under the following conditions.

##### **1. Convenience**

The **COUNTY** may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason the **COUNTY** determines that such termination is in the best interest of the **COUNTY**. Upon receipt of notice of termination, all services here under of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for the **COUNTY** pursuant to the Contract and to the satisfaction of the **COUNTY** or its designee. The **COUNTY** agrees to pay the **CONTRACTOR**, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of the **COUNTY** less compensation previously paid. **CONTRACTOR** may cancel or terminate this Contract upon 30 calendar day's written notice by certified mail to the **COUNTY**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from the **COUNTY**. In the event of such termination prior to completion of this Contract provided for herein, the **COUNTY** will pay **CONTRACTOR**, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of the **COUNTY** less any compensation previously paid.

##### **2. Cause**

The occurrence of any one or more of the following events will justify termination of the contract by the **COUNTY** for cause:

- a) The **CONTRACTOR** fails to perform in accordance with the provisions of these specifications; or
- b) The **CONTRACTOR** violates any of the provisions of these specifications; or
- c) The **CONTRACTOR** disregards laws or regulations of any public body having jurisdiction; or
- d) The **CONTRACTOR** transfers, assigns, or conveys any or all of its obligations or duties

under the contract to another without written consent of the COUNTY.

If one or more of the events identified in Subparagraphs (a) through (d) above occurs, the COUNTY may, terminate the contract by giving the CONTRACTOR seven (7) calendar days written notice. In such case, the CONTRACTOR shall only be entitled to receive payment for goods and services provided before the effective date of termination. The CONTRACTOR shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

When the contract has been so terminated by the COUNTY, such termination shall not affect any rights or remedies of the COUNTY then existing or which may thereafter accrue.

### **13. Court Appropriation**

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Caldwell County Commissioners Court, then, the COUNTY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

### **14. Non-Discrimination And Equal Opportunity**

During the performance of this contract, CONTRACTOR agrees to comply with all federal statutes relating to nondiscrimination, including, but 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 and the Americans with Disabilities Act of 1990;
- d) the Age Discrimination Act of 1974, 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 drug abuse;
- f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-J 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 any specific statute(s) applicable to any Federal funding for this Contract; and
- j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u).

### **15. Applicable Laws**

**CONTRACTOR** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitations, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **CONTRACTOR** shall furnish the **COUNTY** with satisfactory proof of its compliance therewith.

#### **16. Suspension And Debarment**

A prospective **CONTRACTOR** that is listed on the government-wide Excluded Parties List System in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

#### **17. Civil And Criminal Provisions And Sanctions**

The **CONTRACTOR** agrees that it will perform the Agreement activities in confidence with safeguards against fraud and abuse as set forth by the **COUNTY**, the State of Texas, and the acts and regulations of the funding entity. The **CONTRACTOR** agrees to promptly notify the **COUNTY** of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the **COUNTY** of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the **CONTRACTOR** from the **COUNTY**, if any, shall be reported to local law enforcement agencies and the **COUNTY** within two (2) hours of discovery of any such act.

The **CONTRACTOR** further agrees to cooperate fully with the **COUNTY**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

#### **18. Examination And Retention Of Contractor's Records**

**CONTRACTOR** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office during the contract period, and for a period of not less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. **COUNTY**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained

Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that the **COUNTY'S** duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### **19. Confidentiality**

Any information transmitted between the **CONTRACTOR** and the **COUNTY** shall be treated as

confidential and not disclosed, except for information that:

- a) is or becomes available to the public other than as a result of disclosure by the other party, or
- b) is required to be disclosed under applicable law.

**CONTRACTOR** is required to make any information created or exchanged with the **COUNTY** pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the **COUNTY**.

#### **20. Audits By County**

**CONTRACTOR** agrees to provide access to the **COUNTY** authorized personnel for auditing of **CONTRACTOR** records and payments resulting from this Contract and for a period extending to the completion of any activities under the terms of this Contract. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conducting audits. **CONTRACTOR** shall not incur expenses relating thereto.

#### **21. Limitation Of Contractor's Liability**

Except as specified in any separate writing between the **CONTRACTOR** and the **COUNTY**, **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to the **COUNTY**, any amounts determined by the **COUNTY**, its independent auditors, or any agency of State or Federal governments to have been paid in violation of the terms of this Contract.

#### **22. Insurance**

Before commencing work, the **CONTRACTOR** shall be required, at its own expense, to furnish the **COUNTY** within ten (10) days of notice to proceed with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation Insurance in accordance with state territorial worker's compensation laws and employer's liability insurance.
2. Comprehensive General Liability Insurance in the following amounts:
  - A. General Aggregate \$ 1,000,000.00
  - B. Products-Comp/Ops Aggregate\$ 1,000,000.00
  - C. Personal & Advertising Injury \$ 1,000,000.00
  - D. Each Occurrence \$ 1,000,000 .00
  - E. The Comprehensive General Liability Insurance must include liability coverage for:
    - ii. Bodily injury,
    - iii. Personal Injury,
    - iv. Independent Contractor,
    - v. Blanket Contractual,
    - vi. Product,
    - vii. Fire,
    - viii. Medical Expense, and
    - ix. Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
  - A. Bodily Injury \$ 1,000,000 per person

- B. Personal Injury \$1,000,000 per accident
- C. Property Damage \$1,000,000 per accident

COUNTY shall be named as an additional insured on CONTRACTOR insurance policies. Each insurance policy to be furnished by the successful CONTRACTOR shall include, by endorsement to the policy, a statement that a notice shall be given to COUNTY by certified mail 30 days prior to cancellation or upon any material change in coverage.

### **23. Indemnification**

CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission or negligent, reckless or intentional misconduct of the CONTRACTOR, its employees, invitees or persons with whom CONTRACTOR contracts for the performance of work.

The CONTRACTOR shall also indemnify and hold harmless the COUNTY from any and all expense, including but not limited to, attorney's fees which may be incurred by the COUNTY in litigation or otherwise resisting said claim or liabilities which may be imposed on the COUNTY as a result of such activities by the CONTRACTOR. These obligations shall survive termination or completion of this Contract.

### **24. Damages**

The CONTRACTOR shall repair any damages caused by the CONTRACTOR and/or subcontractor's equipment in a timely manner at no expense to the COUNTY. If there is disagreement between a resident and CONTRACTOR as to the repair of damages, the COUNTY shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the CONTRACTOR'S expense. Failure to restore damage to public property or private property to the satisfaction of the COUNTY will result in the COUNTY withholding payment in an amount sufficient to make necessary repairs.

To the extent that the COUNTY deems the CONTRACTOR negligent in management practices, the COUNTY may withhold money from payment of invoice(s) to the CONTRACTOR for time and material costs associated with resolving issues or damages related to the CONTRACTOR'S work.

### **25. Liquidated Damages**

Should the CONTRACTOR fail to complete the requirements set forth in the scope of work, Caldwell County will suffer damage. The amount of damage suffered by Caldwell County is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Caldwell County, as liquidated damages, the following:

1. \$1000 per incident where the CONTRACTOR fails to repair damages that are caused by the CONTRACTOR or sub-contractor(s). Application of liquidated damages does not release the CONTRACTOR from the responsibility of resolving or repairing damages.
2. Beginning on the eighth (8<sup>th</sup>) day after receiving the notice of mowing cycle, \$1000 per day for each day that operations are not underway.

3. \$1000 for each day in which **CONTRACTOR** conducts operations beyond the allowed number of working days in a given cycle, unless otherwise agreed to in writing by **COUNTY**.
4. The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages Caldwell County would suffer in the aforementioned examples.

#### **26. Governing Law & Venue**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in courts of competent jurisdiction in Caldwell County, Texas or if suit cannot be brought or maintained in state court, then in the Federal District Court for the Western District of Texas. Disputes between the **COUNTY** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase.

#### **27. Independent Status Of Both Parties**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of the **COUNTY** or **CONTRACTOR**. No provision of this Contract or act of the **COUNTY** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of the **COUNTY**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR** and subcontractors, which is solely responsible for employee payrolls, payments to subcontractors and claims arising therefrom.

#### **28. Title Not Restrictive**

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section or part of this Contract.

#### **29. Severability**

In the event any one or more of the provision contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **30. Publicity**

Any publicity released by the **CONTRACTOR** giving reference to this Contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of the **COUNTY**.

#### **31. Sales Tax**

The **COUNTY** is by statute exempt from the state sales tax and federal excise tax. Therefore, the bid price shall not include taxes.

#### **32. Changes Of Ownership**

CONTRACTOR shall notify the COUNTY of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

**33. Change Of Contractor Status**

CONTRACTOR shall immediately notify the COUNTY, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. The COUNTY shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**34. Contractor's Representative**

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the COUNTY'S order. The CONTRACTOR shall immediately communicate any changes of representation in written form to the COUNTY.

**35. Notices**

Notices required by the Contract shall be in writing and sent to:

CONTRACTOR:

AJ Heckel H&H Enterprise  
19600 Prairie Wind RD  
Amarillo, TX 79124  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR further designates the following email address to receive any notifications under this contract:

handhenterprise@egmail.com

COUNTY:

Caldwell County, Texas  
Attn: Judge Hoppy Haden  
110 S. Main St.  
Lockhart, Texas 78644  
(512) 359-4685

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge  
COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
CONTRACTOR

Abescape  
Group.

Request for Bid  
MOWING OF COUNTY RIGHT-OF-WAYS  
ANNUAL CONTRACT

Exhibit A

**CALWELL COUNTY PURCHASING DEPT**

110 S. Main St.

Lockhart, TX 78644

Telephone (512)-359-4685

Bid Request No. 20CCP01B

Page 1 of 14 Pages

Bids will be received at the Caldwell County Court House, Purchasing Department, 110 S. Main St., Lockhart, TX 786644 until 2:00 p.m., Thursday, April 30th, 2020 at which time bids will be publicly opened and read aloud.

**A. SCOPE OF BID**

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a one (1) year period beginning from the date contract is signed by County and Contractor.

**B. CONDITIONS OF BIDDING**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Caldwell County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. **Definitions:** In order to simplify the language throughout this bid, the following definitions shall apply:
  - a. **CALDWELL COUNTY** - Same as County.
  - b. **COMMISSIONERS' COURT** - The elected officials of Caldwell County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
  - c. **CONTRACT** - An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
  - d. **CONTRACTOR** - The successful Bidder(s) of this bid request.
  - e. **COUNTY** - The government of Caldwell County, Texas and its authorized representative.
  - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
  - g. **SUPPLIER** - Same as Contractor.
2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Caldwell County and the successful bidder for the period designated.

3. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.
4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
5. Caldwell County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
6. Caldwell County reserves the right to reject any bid that does not fully respond to each specified item.
7. Bidder must include Tax Identification Number (TIN) for the bid to be valid.
8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.
9. The County may cancel this contract at any time for any reason, provided a thirty (30) day written notice is given; however if Contractor breaches this contract the County may cancel contract with a five (5) day written notice.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit price
  - b. Extended price
  - c. Special needs and requirements of Caldwell County
  - d. Supplies Equipment
  - e. Delivery
  - f. References
  - g. Caldwell County's experience with products bid
  - h. Vendor's past performance record with Caldwell County.
11. Although the cost of products to be provided is an essential part of the Bid, Caldwell County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be in the best interest to Caldwell County.
12. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

13. Title and Risk of Loss of the goods shall not pass to Caldwell County until the County actually accepts and takes possession of the goods at the point or points of delivery.
14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
16. ~~P~~ Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled and the bidder barred from quoting in future bids.
17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
18. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted by any other person or department other than the Caldwell County Purchasing Department will not be accepted.
19. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.
20. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
21. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Caldwell County web site; ([www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)) after bid award by Commissioner's Court.
22. Caldwell County reserves the right to extend this contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

23. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Caldwell County.
24. If sample testing is required, Caldwell County will perform test through a third party. Vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.
25. Three (3) references are to be provided by bidder. Failure to submit references may result in disqualification of bid.
26. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
27. In order to insure the safety of the public, the Contractor shall coordinate all work or deliveries with the Unit Road Department.
28. Any Subcontracting must be approved prior to commencement of the contract by the County Unit Road Director and Purchasing Agent and Caldwell County.
29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents, and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages of the items listed in the bid. If notation of substitution in not made, it is assumed the vendor is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Supplier is unable to furnish any item or service within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.
33. The successful vendor should submit itemized invoices with clearly marked remittance copies to the following address;

ATTN: Unit Road Department Donald LeClerc  
1700 FM 2720  
Lockhart, TX 78644

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

34. As a governmental subdivision, Caldwell County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Caldwell County Purchasing Department-(512)-359-4685.
35. Upon acceptance of a purchase order for any commodity or materials purchased by Caldwell County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
36. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
37. Potential Vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Caldwell County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
38. Bidder understands that Caldwell County is a government subject to Texas State and Federal public information statutes.

**C. SPECIAL PROVISIONS**

1. All deliveries are to be made F.O.B. Caldwell County Unit Road (Road & Bridge) Department, during regular working days, and between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours.
2. Vendor will be required to notify the County Unit Road Director and Purchasing Agent's Office in the event of unforeseen delay arising in the delivery of a specified shipment or service. In the event a shipment or service will not arrive at the job site within two (2) hours of designated time Caldwell County shall have the right to refuse acceptance of the order.
3. Vendor will be required to deliver to Caldwell County Unit Road Department or job site in Caldwell County when and where requested and remain on the job with truck and operator as long as required to completely place load.
4. Caldwell County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
6. Any Vendor vehicles or equipment traveling on County roads will not exceed its legal gross weight.

**D. INSURANCE REQUIREMENTS**

Before commencing work, the **CONTRACTOR** shall be required, at its own expense, to furnish the **COUNTY** within ten (10) days of notice to proceed with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation Insurance in accordance with state territorial worker's compensation laws and employer's liability insurance.
2. Comprehensive General Liability Insurance in the following amounts:
  - A. General Aggregate \$ 1,000,000.00
  - B. Products-Comp/Ops Aggregate \$ 1,000,000.00
  - C. Personal & Advertising Injury \$ 1,000,000.00
  - D. Each Occurrence \$ 1,000,000 .00
  - E. The Comprehensive General Liability Insurance must include liability coverage for:
    - ii. Bodily injury,
    - iii. Personal Injury,
    - iv. Independent Contractor,
    - v. Blanket Contractual,
    - vi. Product,
    - vii. Fire,
    - viii. Medical Expense, and
    - ix. Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
  - A. Bodily Injury \$ 1,000,000 per person
  - B. Personal Injury \$1,000,000 per accident
  - C. Property Damage \$1,000,000 per accident

**COUNTY** shall be named as an additional insured on **CONTRACTOR** insurance policies. Each insurance policy to be furnished by the successful **CONTRACTOR** shall include, by endorsement to the policy, a statement that a notice shall be given to **COUNTY** by certified mail 30 days prior to cancellation or upon any material change in coverage.

**E. REFERENCES**

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past three (3) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Using Caldwell County as a reference will not be considered as a sufficient reference.

Company/Entity: City of Austin Public Works

Contact: Bha Sharon Warren

Phone: 512-974-2879

Email: sheron.warren@austintexas.gov

Company/Entity: City of Pflugerville - Parks

Contact: Antonia Rodriguez

Phone: (512) 990-6414

Email: antonia@pflugervilletx.gov

Company/Entity: City of Austin - Code Compliance

Contact: Kimberly Williams

Phone: 512-974-6308

Email: kimberly.williams@austintexas.gov

**F. SCOPE OF WORK FOR MOWING OF COUNTY RIGHT-OF-WAYS:**

1. Estimated Acreage - Caldwell County estimates that approximately 1,302 acres of County right-of-ways will require mowing during the period of this contract. One litter control pickup on all county right-of-ways, with County providing dumpsters for litter drop off.
2. Minimum Equipment Required:  
Vendors are required to have the following minimum amount of equipment when performing work for Caldwell County. Failure to do so is NOT grounds for removing bidder from consideration:
  - ✓ Tractors with Slope Mowers – 1 each
  - ✓ Tractor with 15' Batwing Rotary Mowers – 2 to 4 each
  - ✓ Tractor with 5' or 6' Mowers – 1 each
3. Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along county right-of-ways as required by the County Unit Road Director and Purchasing Agent.
4. The Contractor shall not begin mowing until a minimum of four (4) mowers are in Caldwell County. All rotary mowers must be 60hp and equipped with four (4) sections of safety chains or the manufacturer's safety device to prevent damage to property caused by flying debris propelled out from under the mower.

5. The Contractor shall provide all mowers with a slow-moving vehicle emblem affixed to rear of mowers.
6. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.
7. Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.
8. 15' mowers are to be used on wide areas and slight sloped ditches.
9. 5' or 6' mowers are to be used to trim and on other areas as directed by the Caldwell County Unit Road Director and Purchasing Agent.
10. The cutting height shall be five (5) to seven (7) inches or as directed.
11. County rights of way will be mowed in two (2) cycles, as well as one (1) possible safety cut. One (1) cycle = mowing of entire county roads rights of way. The County anticipates two (2) or more cycles per year depending on weather conditions. As well as one (1) litter control pick up. The dumpsters will be provided by the County for litter disposal.
12. All mowing from the beginning of the cycle to the end of cycle, shall take place within thirty-five (35) calendar days. If the mowing cycle takes longer than thirty-five (35) days, the contractor will be responsible for the full compensation to the County for additional County supplied or hired mowers to finish the mowing cycle. This does not include rain days or other conditions that are approved by the County Unit Road Director and Purchasing Agent or their designee. Additional costs that are accrued by the County due to not finishing the cycle within the 35 day period will be subtracted from the contractor's invoice or the County will send an invoice to the Contractor.
13. The sequence of work shall be established by the County Unit Road Director and Purchasing Agent or his designee. Map and road lists will be provided to establish roads to be mowed.
14. Mowing will be from fence/tree line to road. The Contractor shall mow as close as possible to all fixed objects exercising extreme care not to damage county, public or private property. Contractor shall be responsible for damages.
15. Safety mowing will consist of mowing the total length of County roads six (6) to eight (8) feet off the roadway in wet soil / weather conditions. Safety mowing will be done only when coordinated with the County. A thirty (30) day notification will be given to Contractor for safety mow start date.
16. The Caldwell County Unit Road Director will direct mowing locations, timeframe and acreage.

17. The Contractor shall immediately remove and properly dispose of any debris thrown on the "roadway" by the mowing operation.
18. The Contractor shall observe and comply with all federal, state and local laws, safety and health regulations including all warning and traffic control signs, ordinances, and all ordinances and all regulations which in any manner affect the conduct of the work. Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.
19. All equipment operating on County rights of way shall be licensed in accordance with the laws of the State of Texas.
20. In order to insure the safety of the traveling public, the Contractor shall coordinate all work with the County Unit Road Director.
21. The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
22. Contractor agrees to accept full responsibility for any and all damages, including damage to County rights of way, public or private property (i.e., signs, fences, phone cables/pedestals, guardrails, etc.), as a result of his operations thereon; the Contractor further agrees to promptly repair such damage in accordance with the County Unit Road Director and Purchasing Agent's instructions. Caldwell County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). Caldwell County shall deduct \$154.00 per traffic device from Contractors invoice. County forces, at the Contractor's expense, will repair all damages not repaired by the Contractor. All expenses charged by the County for repair work shall be deducted from the Contractor's money due.
23. Contractor shall notify the County of any damages immediately.
24. When directed, all railing, posts, fence lines, retaining walls, signs, structures and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing.
25. County will notify Contractor, approximately ten (10) to twelve (12) days prior to the start of regular mowing cycle (this does not include the safety mow, which has a notification of 30 days).
26. Contractor shall notify County Unit Road Director and Purchasing Agent/designee at least twenty-four (24) hours prior to beginning any work cycle.

27. Contractor will confine all operations to daylight hours. Weekend or Holiday operations maybe allowed, but must be previously authorized by the County Unit Road Director.
28. Contractors are strongly urged to perform an actual drive-thru of County roads prior to bidding the job; this will familiarize the Contractor with right of way hazards and conditions (driveways, signs, culverts, bridges, etc.).
29. Contractor shall provide a company representative (foreman) to serve as a contact person for field operations; representative shall report to the County Unit Road Director and Purchasing Agent/designee. The representative will remain with the mowing crew at all times and shall be able to converse in English.
30. Prior to beginning operations, a conference between representatives of the County and the Contractor will be arranged by the County. In this meeting, the Contractor will outline the proposed mowing procedures and give his plans for performing the specifications, unusual conditions, methods for making non-mowing areas and other pertinent items regarding the work will also be discussed. The County shall determine all non-mowing areas.
31. Mowing will not be permitted when, in the opinion of the County Unit Road Director and Purchasing Agent/designee, soil and weather conditions are such that the rights of way would be damaged.
32. Equipment shall not be left within thirty (30) feet of the travel lane during non-working hours.
33. Payment to the Contractor for services rendered will be made based upon the completion of a cycle (lump sum per cycle) and the submission of applicable invoices. By Texas statute, Caldwell County will pay the vendor for services provided within thirty (30) days from the Auditor's receipt of the invoice.
34. Caldwell County reserves the right to add and/or delete roads and streets. Prior to roads and streets being added, Caldwell County will evaluate with the Contractor.
35. Wildflowers: The contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the County.
36. Caldwell County reserves the right to inspect the work under contract at any time for final acceptance.
37. Caldwell County does not assume responsibility for any materials, tools and/or equipment stored on or about the premises. The contractor upon completion of the work shall clear each area of all items.

38. **Daily Cleanup:** The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.
39. **Responsibility for Property:** Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. Caldwell County shall not be responsible for loss or damage to contractor's property from any cause.
40. **Assignment:** Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Caldwell County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

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**left blank intentionally.**



MOWING OF COUNTY RIGHT-OF-WAYS  
CONTRACT

I. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

SIGNED BY: 

TYPED NAME: Abraham Herrera TITLE: OWNER

COMPANY NAME: Abescape Group, LLC

PHONE: 915-307-2648 or (512) 790-4223

MAILING ADDRESS: 12300 Gateway Blvd. E  
P.O. Box or Street

El Paso TX 79927  
City TX Zip

EMAIL ADDRESS: estimating@abescapegroup.com

VENDOR TAX IDENTIFICATION NUMBER: 81-1124086

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

END OF BID REQUEST NO. 18CCP02A

\*\*\*\*\*

By signing below, Caldwell County agrees that this bid, 2015-39, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Caldwell County Commissioner's Court: \_\_\_\_\_

Date \_\_\_\_\_

Attest:

Caldwell County Clerk: \_\_\_\_\_

**22. Discussion/Action** to approve the solicit request for qualification (RFQ) for professional engineering services for Caldwell County on GLO-CDBG-MIT grant funded projects. **Speaker: Judge Haden/ Danie Blake; Cost: None; Backup: 57**





**GRANT ENGINEERING SERVICES  
PUBLIC NOTICE**

Caldwell County is soliciting a Request for Qualifications from a qualified engineer/engineering firm (registered to practice in the State of Texas) for engineering services to include budget/scopes of work/cost estimates for the preparation of the General Land Office (GLO) CDBG-MIT application(s) for funding flood mitigation projects and planning for future flood events, and the subsequent preliminary and final design plans, bid documents, and necessary interim and final inspections required by the County for the implementation of the GLO project(s) if the County is awarded a GLO contract(s). Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Please submit one (1) flash drive/USB with a copy of the statement of qualifications and four (4) printed copies of your statement of qualifications, resumes of key personnel, references and a list of jobs performed under this or similar programs to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Proposals must be received by the County no later than 2 P.M on Thursday, June 11, 2020, to be considered. Proposals must not exceed thirty (30) pages. Caldwell County reserves the right to negotiate with any and all engineers/engineering firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

*The County of Caldwell is an Affirmative Action/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.*

## **REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR GLO CDBG-MIT**

### **To All Interested Parties:**

Attached is a copy of a Request for Qualifications (RFQ) for engineering services. These services are needed for budgets / scopes of work / draft specifications for the preparation of a General Land Office (GLO) CDBG-MIT application. This will include 2015, 2016, Hurricane Harvey State Mitigation Competition and Method of Distribution activities (s), and with funding, the subsequent preliminary and final design plans, bid documents, and necessary interim and final inspections required by the County. These services are being solicited to assist the County in its application and project implementation of a contract, if awarded, from the GLO.

The submission requirements and deadline for this RFQ are included in the attached document. The County reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The County may award multiple contracts as a result of this solicitation.

The County is an Affirmative Action/Equal Opportunity Employer. Historically Underutilized Businesses (HUBs) are encouraged to submit proposals. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Please submit a statement of qualifications to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

### **Attachments:**

RFQ for Engineering Services  
Scope of Services  
Score Sheet Required Contract Provisions  
Conflict of Interest Questionnaire  
Disclosure of Lobbying  
Certification Regarding Lobbying  
Required Contract Provisions

## **REQUEST FOR QUALIFICATIONS (RFO) FOR ENGINEERING SERVICES**

The County is seeking to enter into an engineering services contract with one, or more, state registered engineers or engineering firms. The following outlines this request for qualifications.

### **I. SCOPE OF WORK**

**A. Scope of Work/Nature of Services.** A sample detailed Scope of Work provided by GLO is enclosed. The engineering contract will encompass all application and project related engineering services to the County under its CDBG-MIT Program, including but not limited to the following:

1. **Pre-Award Services<sup>1</sup>.** Assist with the development of grant applications, as necessary.
2. **Post-Award Services.** The following post funding services will be required by the County:
  - a. Initial Engineering and Design Support.
  - b. Engineering and Final Design Support.
  - c. Bid and Award Support.
  - d. Contract Management and Construction Oversight; and,
  - e. Specialized Services

Please specify actual tasks to be performed under each of these categories. The County will score and rank all eligible respondents. The County will negotiate a contract with the highest scoring respondent. If a contract cannot be reached, then the County will move down the list until a contract can be agreed upon. The County will issue a task order for the identified Scope #1 and with funding, a task order for Scope of Work #2.

### **II. STATEMENT OF QUALIFICATIONS**

- A.** The County is seeking to contract with a competent engineering firm, registered to practice in the State of Texas.
1. Public works construction including but not limited to mitigation and infrastructure improvement projects.
  2. Federally funded construction projects.
  3. Familiarity with projects involving earthen and significant natural drainage structures
  4. Projects located in this general region of the state.
  5. Transmittal letter including:
    - a. Brief statement of the firm's understanding of the scope of the work to be performed.
    - b. Confirmation that the firm meets the appropriate state licensing requirements to practice as an engineer in Texas.

<sup>1</sup> Pre-funding services are not eligible for CDBG-MIT reimbursement and must be paid with local or other non-CDBG- MIT funds.

- c. Confirmation that the firm has not had a record of substandard work within the last five years.
- d. Confirmation that the firm has not engaged in any unethical practices within the last five years.
- e. Any other information that the firm feels appropriate to support their understanding.
- f. Company Profile.
- g. Set forth all experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
  - i. Experience with public works construction including but not limited to disaster recovery projects.
  - ii. Experience with federally funded construction projects.
- j. A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering services contract award; and,
- k. Furnish a minimum of five (5) references.

**III. EVALUATION CRITERIA**

**A. Scoring.** The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

<u>Criteria</u>	<u>Max Pts.</u>
Experience	60
Work Performance	25
Capacity to Perform	15
<b>Total</b>	<b>100</b>

**IV. DEADLINE FOR SUBMISSION**

It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting consultant/firm. *Please include four (4) hard copies of your response packet including statement of qualifications, resumes of key personnel, references, and a list of jobs performed under this or similar programs , as well as one (1) USB/flash drive with packet response to:*

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Submissions must be received by Caldwell County Purchasing Agent at the above address by 2 p.m. on Thursday, June 11, 2020. (at least 10 days from date of publishing of notice of RFP)

## SCOPE OF SERVICES

### **I. SCOPE OF SERVICES REQUESTED**

- A. Introduction.** Providers will help the County fulfill State and Federal Community Development Block Grant-Mitigation (“CDBG-MIT”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the County in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.
- B. Description of Services and Special Conditions.** Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.
- C. General Requirements**
1. Coordinate, as necessary, between County and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
  2. Provide monthly project status updates; and,
  3. Funding release will be based on deliverables identified in the contract.
- D. Initial Engineering and Design Support.** Respondents will be required to show the ability to provide all the Engineering services described below:
1. Assist with the development of grant applications, as necessary.
  2. Provide all project information necessary to ensure timely execution of the environmental review.
  3. Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  4. Cross sections/elevations with respect to:
    - a. Project layout/staging areas
    - b. General notes
    - c. Special notes
    - d. Design details
    - e. Specifications
    - f. Utility relocation designs
    - g. Construction limits, including environmentally sensitive areas that should be avoided during construction
    - h. Required permits
    - i. Quantities

- j. Estimate of construction costs to within +/- 25%
- k. Schedules for design, permitting, acquisition and construction
- l. Design surveying, topographic and utility mapping.
- 5. Perform subsurface explorations for project sites, as necessary.
- 6. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- 7. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the County.
- 8. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- 9. Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- 10. Prepare plans and profiles, including vertical design information for the selected alternative.
- 11. Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- 12. Support County with acquisition or property/servitudes/right-of-way documentation as required by the County facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- 13. Provide project schedules from cradle to grave in MS Project format or equal as approved by the County based on GLO guidance.

**E. Engineering and Final Design Support.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- 1. Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - a. Cross sections/elevations.
  - b. Project layout/staging areas.
  - c. General notes.
  - d. Special notes.
  - e. Design details.
  - f. Specifications.
  - g. Utility relocation designs; and,
  - h. Construction limits, including environmentally sensitive areas that should be avoided during construction:
    - i. Required permits
    - j. Quantities
    - k. Estimate of construction costs to within +/- 20%

- i. Schedules for design, permitting, acquisition and construction
  - i. Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
  - ii. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - iii. Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the County, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
  - iv. Assist the County and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

**F. Bid and Award Support.** Respondents will be required to show the ability to provide all the engineering services described below as they relate to bid and award support.

1. Submit appropriate items and support County in the development of complete bid package.
2. Prepare and assist County in the advertisements for bid solicitation.
3. Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
4. Attend and support County at pre-bid conference and bid opening.
5. Support County with ongoing communication during bid process.
6. Support County to complete bid tabulation and evaluation of responses and provide recommendation for award.
7. Support County to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and County requirements.
8. Support County in the conducting of a preconstruction conference.

**G. Contract Management and Construction Oversight.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

1. Ensure delivery of County project in accordance with contract.
2. Provide ongoing Construction Oversight Reports detailing the status of construction for County project.
3. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to County.
4. Provide periodic and final inspections and tests reports, as required for the project.
5. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or County.
6. Review Construction Change Orders and provide recommendation to the County as to appropriate action.

7. Review invoice/draw requests and provide recommendation to the County as to appropriate action, in compliance with the construction contract documents.
8. Obtain independent cost estimates for validation purposes, as required.
9. Review and respond to requests for information/clarification.
10. Support the County with issue identification and claims resolutions.
11. Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
12. Develop a final "as built" report of quantities, drawings, and specifications.
13. Issue to the County, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
14. Deliver "as-built" drawings to the County within 30 days of project completion.
15. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
16. Perform other contract management and construction oversight duties as required to ensure success of the County project.
17. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
18. Submit all final invoices within 60 days after contract or work order expiration.

**H. Specialized Services.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

1. Provide Geotechnical Investigations as may be required for a project.
2. Provide detailed surveying as may be required for a project.
3. Provide Site Specific Testing as may be required for a project.
4. Provide Archeological Studies as may be required for a project.
5. Provide Planning Studies as may be required for a project.
6. Provide Feasibility Studies as may be required for a project.
7. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
8. Provide Phase I and Phase II environmental site assessments as requested.

**Exhibit "B"**  
**Engineer Rating Sheet**

Grant Recipient \_\_\_\_\_  
Name of Respondent \_\_\_\_\_  
Evaluator's Name \_\_\_\_\_

CDBG-DR \_\_\_\_\_  
Date of Rating \_\_\_\_\_

**Experience** -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed flood drainage and improvement projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region.	10	_____
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	_____
<b>Subtotal, Experience</b>	<b>60</b>	_____

**Work Performance**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
<b>Subtotal, Performance</b>	<b>25</b>	_____

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
<b>Subtotal, Capacity to Perform</b>	<b>15</b>	_____

**TOTAL SCORE**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
<b>Total Score</b>	<b>100</b>	_____

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Certification Regarding Lobbying**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, 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 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 Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

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

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

Approved by OMB



This Sample Contract is provided as an **EXAMPLE ONLY**. The Texas General Land Office (“GLO”) makes no representations or warranties regarding the sufficiency of this Sample Contract for use by any party including, without limitation, any local government entity.

A local government entity should consult with its own contracting and procurement staff and/or legal counsel regarding the sufficiency of any contract document or procurement process.

**PROFESSIONAL ENGINEERING SERVICES FOR  
NON-HOUSING PROJECTS  
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THE \*\*\*\*insert subrecipient name\*\*\*\* (the “Subrecipient”) and \*\*\*\*insert vendor name\*\*\*\*, Tax Identification Number \*\*\* (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract as of \_\_\_\_\_ for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from \_\_\_\_\_; and

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designees with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—DR” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

**“Certificate of Construction Completion”** means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

**“Contract”** means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

**“Contract Period”** means the period of time between the effective date of a contract and its expiration or termination date.

**“Deliverable”** means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

**“Federal Assurances”** means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

**“Federal Certifications”** means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

**“Fiscal Year”** means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

**“GAAP”** means “Generally Accepted Accounting Principles.”

**“GASB”** means the Governmental Accounting Standards Board.

**“General Affirmations”** means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

**“GLO”** means the Texas General Land Office, its officers, employees, and designees.

**“HSP”** means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

**“HUB”** means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

**“HUD”** means the United States Department of Housing and Urban Development.

**“Mentor Protégé”** means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

**“Non-housing”** refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

**“Performance Statement”** means Provider’s detailed project summary hereby incorporated for all purposes as **Attachment C**.

**“Project”** means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means \*\*\*\*insert vendor name\*\*\*\*, selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ”/“RFP” means the Subrecipient’s Request for Qualifications/Proposals, or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment H**.

“Solicitation” means Subrecipient’s Request for Qualifications/Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas TexTravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means \*\*\*\*insert subrecipient name\*\*\*\*, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non-housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

## 1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified.
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract.
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms.
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed.
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider’s Response to Solicitation.

### 1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of \*\*\*, \*\*\* County, Texas, as authorized under GLO Contract No. \*\*\_\*\*\*\_\*\*\*\_\*\*\*\* (“Subrecipient’s Contract”), as

may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C (“the Project”).

**Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.**

**No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient’s Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.**

### 1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

#### **MONTHLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:**

**MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS.** It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

**Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.**

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment H** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

**FINAL DOCUMENTATION:** By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, "**as built**" report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **II**

## **TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

### **2.02 ABANDONMENT OR DEFAULT**

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

### **2.03 TERMINATION OF AGREEMENT FOR CAUSE**

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

### **2.04 TERMINATION FOR CONVENIENCE OF THE CITY/COUNTY**

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

## **2.05 CHANGES**

The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

## **2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

## **2.07 PERSONNEL**

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**2.08 ASSIGNABILITY**

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

**2.09 REPORTS AND INFORMATION**

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection there with, and any other matters covered by this Agreement.

**2.10 RECORDS AND AUDITS**

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

**2.11 FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

**2.12 COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

**2.13 COMPLIANCE WITH LOCAL LAWS**

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

## 2.14 CONFLICTS OF INTEREST

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-DR award between GLO and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-DR award between GLO and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

## 2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

## 2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER \$10,000).

- The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- (b) The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

**2.17 CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

**2.20 AGE DISCRIMINATION ACT OF 1975**

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO \$100,000)**

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**2.22 EXTENT OF AGREEMENT**

This Agreement, which includes Parts I-VIII, and Attachments A - G represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

**III.**

CONSIDERATION

**3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

The application will be completed at \$\_\_\_\_\_ amount.

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of \*\*\*\* DOLLARS (\$\*\*\*.\*\*), reimbursable in increments as shown in the

Benchmarks in **Attachment C** for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

**Grant funds must not be commingled between or among HUD funding rounds, nor between or among Non-Housing and Housing assignments.**

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04** above.

**At a minimum, invoices must clearly reflect:**

- (a) Provider's Contract Number.
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided.
- (d) the current amount being billed.
- (e) the cumulative amount billed previously.
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

**NOTICE TO PROVIDER:**

Failure to include all the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

<b>Not-To-Exceed Draw Percentages</b>	
<b>Milestones</b>	<b>Engineering Funds</b>
Engineering Contract Executed	30%
100% Design Approval	60%
Bid Advertisement	70%
Construction Notice to Proceed	85%
As-Built Plans/COCC/FWCR	100%

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## **IV.**

### **PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

#### **4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

#### **4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

#### **4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

#### **4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.**

## **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2018, Pub. L. No. 115-123 enacted on February 9, 2018, to facilitate disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation in the "most impacted and distressed" areas, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2017 Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

### **5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

**5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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**VI**

**OWNERSHIP**

**6.01**

**OWNERSHIP AND THIRD-PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
  
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party or the GLO. Work Product is for the exclusive use and benefit of and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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## **VII**

## **RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS**

### **7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### **7.02 INSPECTION AND AUDIT**

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

**7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

**7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

**7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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## VIII

## MISCELLANEOUS PROVISIONS

### **8.01 INSURANCE**

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by Attachment E of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

### **8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE**

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **8.03 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### **8.04 INDEMNITY**

**EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:**

- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN, OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

**PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.**

### **8.05 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

#### **8.06 RELATIONSHIP OF THE PARTIES**

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees.
- (b) industrial or workers' compensation insurance coverage.
- (c) participation in any group insurance plans available to employees of the State of Texas.
- (d) participation or contributions by the State to the State Employees Retirement System.
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

#### **8.07 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

#### **8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Subrecipient**

Name\*\*\*\*\*

Address\*\*\*\*\*

City, State ZIP\*\*

Attention: \*\*\*\*\*

**Provider**

Provider\*\*\*\*\*

Address\*\*\*\*\*

City, State ZIP\*\*

Attention: \*\*\*\*\*

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

**8.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in \_\_\_\_\_ County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

**8.11 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

**8.13 DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

#### **8.14 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

#### **8.16 THIRD-PARTY BENEFICIARY**

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.17 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

**8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS**

**Attachment F**

**8.19 CERTIFICATE OF INTEREST PARTIES**

Provider shall visit <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out Certificate of Interested Parties (FORM 1295) **Attachment G**.

**SIGNATURE PAGE FOLLOWS**

### Required Contract Provisions

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(2) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(5) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(6) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <ul style="list-style-type: none"> <li>• If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</li> <li>• If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</li> </ul>	2 CFR 200.333
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None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(4) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(5) Affirmative steps must include:</p> <p>(4) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.</p> <p>(5) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.</p> <p>(6) 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.</p> <p>(7) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.</p> <p>(8) 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; and</p> <p>(9) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THRESHOLD	PROVISION	CITATION
<p>&gt;\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(c) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <ul style="list-style-type: none"> <li>• The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</li> </ul> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

(e) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(f) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(g) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(h) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(i) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(j) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(k) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

	<p>B. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>C. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>D. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)

<p>&gt;\$150,000</p>	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
<p>&gt;\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>&gt;\$100,000</p>	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each: and the name and location of the person(s)</p>	<p>24 CFR §135.38</p>

	<p>taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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 during 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.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</p>

	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
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**23. Discussion/Action** to approve the solicit request for qualifications (RFQ) for professional engineering services for Caldwell County on Texas Water Development Board grant funded projects. **Speaker: Judge Haden/ Danie Blake; Cost: None; Backup: 23**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Requests approval to solicit request for qualifications (RFQ) for professional engineering services for Caldwell County on Texas Water Development Board grant funded projects.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ N/A

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

Is a Budget Amendment being proposed?    N/A

**2. Agenda Speakers:**

	Name	Representing	Title
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(1)	Danie Blake		Purchasing Agent
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(2)			
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(3)			
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**3. Backup Materials:**     None     To Be Distributed    23 total # of backup pages  
(including this page)

4.   
Signature of Court Member

5/15/2020  
Date

Exhibit A

**Commissioner's Court May 12, 2020**  
**County Purchasing Department**  
**RFQ (Request for Qualifications) Professional Engineering TWDB Funded Projects**

**Discussion Items:**

The County Purchasing Department is requesting approval to seek RFQ (request for qualifications) of Professional Engineering Services for Texas Water Development Board (TWDB) grant funded projects. I have attached in the back up my final draft of the RFQ. If Commissioner's Court approves solicitation of RFQ and Final Draft, I will put the RFQ out for solicitation on May 12<sup>th</sup>, 2020 with a deadline of submission of qualifications on June 11, 2020.

**Notable Budget Items:** None at this time

**Recommendation to Commissioner's Court:**

County Purchasing Department respectfully recommends the following:

**Approve Purchasing Agent request to solicit RFQ for professional engineering services for Caldwell County on TWDB funded projects.**

**Department Head Signature:**

*Daniel Blake*

**GRANT ENGINEERING SERVICES  
PUBLIC NOTICE**

Caldwell County is soliciting a Request for Qualifications from a qualified engineer/engineering firm (registered to practice in the State of Texas) for engineering services to include budget/scopes of work/cost estimates for the preparation of the Texas Water Development Board (TWDB) application(s) related to the program. The County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standard. Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Please submit one (1) USB/Flash Drive, and four (4) printed copies of your statement of qualifications, resumes of key personnel, references and a list of jobs performed under this or similar programs to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Proposals must be received by the County no later than 2 P.M. on Thursday, June 11, 2020, to be considered. Proposals should not exceed thirty (30) pages. Caldwell County reserves the right to negotiate with any and all engineers/engineering firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

*The County of Caldwell is an Affirmative Action/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.*

**CALDWELL COUNTY  
REQUEST FOR QUALIFICATIONS FOR ENGINEERING  
SERVICES FOR TWDB**

**To All Interested Parties:**

Attached is a copy of a Request for Qualifications (RFQ) for engineering services. These services are needed for budgets / scopes of work / draft specifications for the preparation of a Texas Water Development Board ("TWDB") grant application(s), and with funding, the subsequent preliminary and final design plans, bid documents, and necessary interim and final inspections required by Caldwell County. These services are being solicited to assist the County in its application and project implementation of a contract, if awarded, from the Texas Water Development Board.

The submission requirements and deadline for this RFQ are included in the attached document. The County reserves the right to negotiate with all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The County may award multiple contracts as a result of this solicitation.

Any contract derived from this solicitation is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit [www.twdb.texas.gov/DBE](http://www.twdb.texas.gov/DBE).

The County is an Affirmative Action/Equal Opportunity Employer. Historically Underutilized Businesses (HUBs) are encouraged to submit proposals. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Please submit a statement of qualifications to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Attachments:  
RFP for Engineering Services  
Scope of Services  
Score Sheet  
Required Contract Provisions

## **REQUEST FOR QUALIFICATIONS (RFO) FOR ENGINEERING SERVICES**

The County is seeking to enter an engineering services contract with one, or more, state registered engineers or engineering firms. The following outlines this request for qualifications.

### **I. SCOPE OF WORK**

**A. Scope of Work/Nature of Services.** The engineering contract will encompass all application and project related engineering services to the County, including but not limited to the following:

1. **Pre-Award Services<sup>1</sup>.** Assist with the development of grant applications, as necessary.
2. **Post-Award Services.** The following post funding services will be required by the County:
  - a. Initial Engineering and Design Support.
  - b. Engineering and Final Design Support.
  - c. Bid and Award Support.
  - d. Contract Management and Construction Oversight; and,
  - e. Specialized Services

Please specify actual tasks to be performed under each of these categories. The County will score and rank all eligible respondents. The County will negotiate a contract with the highest scoring respondent. If a contract cannot be reached, then the County will move down the list until a contract can be agreed upon. The County will issue a task order for the identified Scope #1 and with funding, a task order for Scope of Work #2.

### **II. STATEMENT OF QUALIFICATIONS**

**A.** The County is seeking to contract with a competent engineering firm, registered to practice in the State of Texas.

**B.** Please provide the following documents in the Statement of Qualifications submission:

1. Public works construction including but not limited to disaster recovery, projects.
2. Federally funded construction projects.
3. Projects located in this general region of the state.
4. Transmittal letter including:
  - a. Brief statement of the firm's understanding of the scope of the work to be performed.
  - b. Confirmation that the firm meets the appropriate state licensing requirements to practice as an engineer in Texas.

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<sup>1</sup> Pre-funding services are eligible for reimbursement.

- c. Confirmation that the firm has not had a record of substandard work within the last five years.
- d. Confirmation that the firm has not engaged in any unethical practices within the last five years.
- e. Any other information that the firm feels appropriate to support their understanding.
- f. Company Profile.
- g. Set forth all experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
  - i. Experience with public works construction including but not limited to disaster recovery projects.
  - ii. Experience with federally funded construction projects.
- j. A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering services contract award; and,
- k. Furnish a minimum of five (5) references.

**III. EVALUATION CRITERIA**

- A. **Scoring.** The proposal received will be evaluated and ranked according to the following criteria and using the enclosed rating sheet.

<u>Criteria</u>	<u>Max Pts.</u>
Experience	60
Work Performance	25
Capacity to Perform	15
<b>Total</b>	<b>100</b>

#### **IV. DISADVANTAGED BUSINESSES**

- A. Disadvantaged Businesses Encouraged To Participate.** 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.
- B. Affirmative Steps Required.** 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.
  - 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.
- C. Disadvantaged Business Enterprise Program.** Any contract derived from this RFQ is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps.

V. **DEADLINE FOR SUBMISSION**

It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting consultant/firm. ***Please submit one (1) electronic version on a flash drive/USB and four (4) hard copies of your response packet including statement of qualifications, resumes of key personnel, references, and a list of jobs performed under this or similar programs to:***

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Submissions must be received by the County at the above address by 2 p.m. on Thursday, June 11, 2020.

## SCOPE OF SERVICES

### **I. SCOPE OF SERVICES REQUESTED**

- A. Introduction.** Providers will help the County fulfill its statutory responsibilities related to mitigation and infrastructure improvements. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the guidelines issued by the TWDB. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.
- B. Description of Services and Special Conditions.** Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.
- C. General Requirements**
1. Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and TWDB regarding project design services.
  2. Provide monthly project status updates; and
  3. Funding release will be based on deliverables identified in the contract.
- D. Initial Engineering and Design Support.** Respondents will be required to show the ability to provide all the Engineering services described below:
1. Assist with the development of grant applications, as necessary.
  2. Provide all project information necessary to ensure timely execution of the environmental review.
  3. Provide preliminary engineering, investigations, and drawings enough to achieve the preliminary design milestone, including at a minimum:
  4. Cross sections/elevations with respect to:
    - a. Project layout/staging areas
    - b. General notes
    - c. Special notes
    - d. Design details
    - e. Specifications
    - f. Utility relocation designs
    - g. Construction limits, including environmentally sensitive areas that should be avoided during construction
    - h. Required permits
    - i. Quantities
    - j. Estimate of construction costs to within +/- 25%
    - k. Schedules for design, permitting, acquisition and construction
    - l. Design surveying, topographic and utility mapping.

5. Perform subsurface explorations for project sites, as necessary.
6. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
7. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
8. Identify, acquire, and submit all necessary permits and approvals required for design approval and construction.
9. Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
10. Prepare plans and profiles, including vertical design information for the selected alternative.
11. Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
12. Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the County to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
13. Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on TWDB guidance.

**E. Engineering and Final Design Support.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

1. Prepare plans and profiles, including necessary design information for the selected alternative enough to achieve all detailed design milestones. Examples include, but are not limited to:
  - a. Cross sections/elevations.
  - b. Project layout/staging areas.
  - c. General notes.
  - d. Special notes.
  - e. Design details.
  - f. Specifications.
  - g. Utility relocation designs; and,
  - h. Construction limits, including environmentally sensitive areas that should be avoided during construction:
    - i. Required permits
    - j. Quantities
    - k. Estimate of construction costs to within +/- 20%
    - l. Schedules for design, permitting, acquisition and construction
      - i. Provide information to appropriate individuals for the development of environmental fund release reports and floodplain

- maps.
- ii. Identify, acquire, and submit all necessary permits and approvals required for design approval and construction.
- iii. Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- iv. Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

**F. Bid and Award Support.** Respondents will be required to show the ability to provide all the engineering services described below as they relate to bid and award support.

1. Submit appropriate items and support subrecipient in the development of complete bid package.
2. Prepare and assist subrecipient in the advertisements for bid solicitation.
3. Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda, and supporting documentation).
4. Attend and support subrecipient at pre-bid conference and bid opening.
5. Support subrecipient with ongoing communication during bid process.
6. Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
7. Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
8. Support subrecipient in the conducting of a preconstruction conference.

**G. Contract Management and Construction Oversight.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

1. Ensure delivery of subrecipient project in accordance with contract.
2. Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
3. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
4. Provide periodic and final inspections and tests reports, as required for the project.
5. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the TWDB or subrecipient.
6. Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
7. Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

8. Obtain independent cost estimates for validation purposes, as required.
9. Review and respond to requests for information/clarification.
10. Support subrecipient with issue identification and claims resolutions.
11. Enter all requisite information into the TWDB system of record in accordance with established policies and procedures.
12. Develop a final “as built” report of quantities, drawings, and specifications.
13. Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
14. Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
15. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
16. Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
17. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
18. Submit all final invoices within 60 days after contract or work order expiration.

**H. Specialized Services.** Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

1. Provide Geotechnical Investigations as may be required for a project.
2. Provide detailed surveying as may be required for a project.
3. Provide Site Specific Testing as may be required for a project.
4. Provide Archeological Studies as may be required for a project.
5. Provide Planning Studies as may be required for a project.
6. Provide Feasibility Studies as may be required for a project.
7. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
8. Provide Phase I and Phase II environmental site assessments as requested.

## Engineer Rating Sheet

Grant Recipient \_\_\_\_\_

CDBG-DR

Name of Respondent \_\_\_\_\_

Date of Rating \_\_\_\_\_

**Experience** -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed flood and drainage improvement projects	20	_____
2. Has worked on federal and state funded construction projects	15	_____
3. Has worked on projects that were in this general region.	10	_____
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</p>		
4. Extent of experience in project construction management	15	_____
<b>Subtotal, Experience</b>	<b>60</b>	_____

**Work Performance**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
<b>Subtotal, Performance</b>	<b>25</b>	_____

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
<b>Subtotal, Capacity to Perform</b>	<b>15</b>	_____

**TOTAL SCORE**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
<b>Total Score</b>	<b>100</b>	_____

**Required Contract  
Provisions**

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**All Contracts**

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(4) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(5) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(6) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(7) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(8) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(9) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <ul style="list-style-type: none"> <li>• If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</li> <li>• If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</li> </ul>	<p>2 CFR 200.333</p>
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None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(4) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(5) Affirmative steps must include:</p> <p>(c) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.</p> <p>(d) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.</p> <p>(e) 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.</p> <p>(f) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.</p> <p>(g) 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; and</p> <p>(h) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
<p>&gt;\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(e) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <ul style="list-style-type: none"> <li>The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</li> </ul> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)

<p>&gt;\$150,000</p>	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
<p>&gt;\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>&gt;\$100,000</p>	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s)</p>	<p>24 CFR §135.38</p>

	<p>taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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 during 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.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p> <p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>2 CFR 200 APPENDIX II (J)</p>

**24. Discussion/Action** to approve the solicit request for qualifications (RFQ) for professional engineering services for Caldwell County on TxDOT grant funded projects. **Speaker: Judge Haden/ Danie Blake; Cost: None; Backup:17**

## Caldwell County Agenda Item Request Form

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

AGENDA DATE: 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Requests approval to solicit request for qualifications (RFQ) for professional engineering services for Caldwell County on TxDOT grant funded projects.

1. **Costs:**

Actual Cost or     Estimated Cost    \$ N/A

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)	Danie Blake		Purchasing Agent
(2)			
(3)			

3. **Backup Materials:**     None     To Be Distributed    17 total # of backup pages  
(including this page)

4.   
Signature of Court Member

Date 5/15/2020

**Commissioner's Court May 12, 2020**  
**County Purchasing Department**  
**RFQ (Request for Qualifications) Professional Engineering TxDOT Grant Funded Projects**

**Discussion Items:**

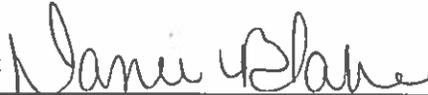
The County Purchasing Department is requesting approval to seek RFQ (request for qualifications) of Professional Engineering Services for TxDOT (Texas Department of Transportation) grant funded projects. I have attached in the back up my final draft of the RFQ. If Commissioner's Court approves solicitation of RFQ and Final Draft, I will put the RFQ out for solicitation on May 12<sup>th</sup>, 2020 with a deadline of submission of qualifications on June 11, 2020.

**Notable Budget Items:** None at this time

**Recommendation to Commissioner's Court:**

County Purchasing Department respectfully recommends the following:

**Approve Purchasing Agent request to solicit RFQ for professional engineering services for Caldwell County on TxDOT grant funded projects.**

**Department Head Signature:** 

**GRANT ENGINEERING SERVICES  
PUBLIC NOTICE**

Caldwell County is soliciting a Request for Qualifications from a qualified engineer/engineering firm (registered to practice in the State of Texas) for engineering services to include budget/scopes of work/cost estimates for the TxDOT 2020 Transportation Infrastructure Fund grant program. The County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Please submit one (1) electronic version on a USB/Flash Drive, and four (4) printed copies of your statement of qualifications, resumes of key personnel, references and a list of jobs performed under this or similar programs to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Proposals must be received by the County no later than 2 P.M. on Thursday, June 11, 2020 to be considered. Proposals should not exceed thirty (30) pages. Caldwell County reserves the right to negotiate with any and all engineers/engineering firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

*The County of Caldwell is an Affirmative Action/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.*

**CALDWELL COUNTY REQUEST FOR QUALIFICATIONS FOR  
ENGINEERING SERVICES FOR TxDOT 2020 TRANSPORTATION  
INFRASTRUCTURE PROGRAM**

Date \_\_\_\_\_

Re: Request for Qualifications – 2020 Transportation Infrastructure Plan (TIF) Grant Program

Dear Engineering Service Providers:

Attached is a copy of Caldwell County's Request for Qualifications for engineering services for a Transportation Infrastructure Fund (TIF) Program project funded by the Texas Department of Transportation (TxDOT) for project implementation of a contract and to support eligible activities in Caldwell County. The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

Along with your proposal, you must also include verification that your company as well as the company's principal or principals are not listed (is not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Please include a print out of the search results.

The deadline for submission of proposals is due no later than 2:00 P.M. on Thursday, June 11, 2020. Please submit one (1) electronic version on a USB/Flash Drive and mail four (4) hard copies of your proposal to Danielle Blake-Purchasing Agent, 110 S. Main St., 2<sup>nd</sup> Floor, Lockhart, TX 78644. Caldwell County reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

Caldwell County is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Danielle Blake  
Purchasing Agent

**Caldwell County, Texas**  
**Transportation Infrastructure Fund 2020**  
**Request for Qualifications for Engineering Services**  
**Information Sheet**

**Project Description**

Caldwell County is implementing a 2020 Transportation Infrastructure Fund (TIF) program through the Texas Department of Transportation (TxDOT) to construct road improvements related to the statewide and regional impact of energy development and exploration related traffic and is seeking qualified firms to provide assistance. The County shall select a firm or team of firms that is best qualified to provide engineering services.

The County plans to repair, construct, and improve roadways at project locations throughout the County. The County's total budget for this program is to be determined.

**Services to be Performed**

**The County anticipates the following services will be required for the TIF program:**

- Civil Engineering (production/delivery of designs, plans, drawings and specifications)
- Field investigation
- Surveying services as requested
- Testing services as requested
- Inspection services
- Prepare bid notices
- Create bid documents and assist in procurement of construction services, materials, rental/lease equipment, professional design services, or other items needed to implement the TIF projects—may include multiple bids for contracted work for various projects
- Incorporate HUB and SBE program requirements on projects with state funds and no federal funds (in accordance with applicable sections of the Texas Transportation Code and Texas Administrative Code).
- Include the TxDOT-approved project goal (DBE, HUB or SBE, as applicable) in the bid document (if applicable).
- Ensure that DBEs are certified under the Texas Unified Certification Program.
- Review the DBE participation plan (or HUB/SBE, as appropriate) prior to contact award to ensure contract goals will be satisfied in accordance with provisions in the bid document.
- Monitor progress during construction to assure the goal is met or good faith efforts are made and report contractor/subcontractor progress payment information monthly throughout construction to TxDOT project personnel.
- Prepare construction contracts
- May assist with support documentation of any project related force account (county crew and equipment) hours and costs— may require on-site meetings with county commissioners and their staff
- May assist in compilation of data for county owned equipment used for each project if applicable
- Approve all construction contractor invoices and review materials invoices, as necessary, for compliance with TxDOT and to support local financial reporting requirements
- May provide information necessary for supporting TxDOT Billing Summaries, Individual Project Billing Summaries, and Invoices for reimbursement requests and to support eligibility of costs for reimbursement determinations

- Assist in providing periodic reports for Commissioners Court regarding each project's status as necessary
- Assist in providing support documentation as necessary for the preparation of amendments to TxDOT Agreement and revisions to List of Transportation Infrastructure projects as needed
- Other Engineering Services as may be required by TxDOT and the County

This TxDOT program must be completed in conformance with the Uniform Grant Management Standards (Chapter 783 Texas Government Code), OMB Circular A-87, the County's TxDOT TIF Agreement, Texas Transportation Code Chapter 256 Subchapter D and 43 TAC Chapter 15 Subchapter O.

### **Statement of Qualification Requirements**

The statement must include the following:

1. Cover letter containing name, address, telephone number, email address, and main contact name of primary firm and each participating firm other than primary firm if applicable.
2. Number of total personnel and personnel assigned to this project, by discipline for each participating firm.
3. Outline of specific areas of responsibility (design, bidding, inspection, etc.) and team lead for primary and each participating firm if applicable.
4. Brief resume of key personnel including name/title, name of firm, experience, education, professional registration or licensure number (if applicable), and other relevant qualifications.
5. List of recent work completed in by primary firm and each participating firm, if applicable, that may be relevant to the project, including project name/location, type of work, funding source (if known), firm's responsibilities and services provided, project owner's main contact/address/telephone number, approximate completion date, and estimated project cost.
6. Certifications and Documentation:
  - a. Certified statement by primary firm committing to provide required general liability insurance, worker's compensation and professional liability insurance for personnel assigned to the project in the amounts specified below in this RFQ within 10 calendar days of any Notice of Award, or copy of insurance binder indicating coverage currently in-force. (submit as Attachment A)
  - b. Child Support Statement for Negotiated Contracts and Grants (complete and submit as Attachment B).
  - c. Civil Rights Compliance (complete and submit as Attachment C).
  - d. Professional Registration Documentation if any (submit as Attachment D).
  - e. Certification Regarding Lobbying (submit as Attachment E).
  - f. Conflict of Interest (Attachment F).

### **Selection Criteria and Contract Negotiation**

The County shall evaluate each Statement of Qualifications in accordance with the following criteria:

1. Professional qualifications in the areas of engineering
2. Experience engineering, bidding, and inspecting similar projects
3. Experience with similar grant funded projects (TxDOT, other state/federal)
4. Overall performance record based upon references and County's prior experience with firm(s)
5. Capacity to perform all services outlined in this request

Each firm will be ranked according to its qualifications to perform all services outlined in this request. No interviews are anticipated at this time. Once selected, the County will negotiate final contract terms and price with the most qualified firm; should negotiations fail it shall negotiate with the next most qualified firm until an agreement is reached.

### **Insurance Requirements**

Worker's Compensation – Statutory Amount  
Employer's Liability - \$500,000.00

Commercial General Liability  
Personal injury and property damage:  
\$1,000,000.00 combined single limit each occurrence and  
\$2,000,000.00 aggregate

Professional Liability (errors and omissions)  
\$1,000,000 each occurrence  
\$1,000,000 aggregate

Business Automobile Liability for all vehicles  
Bodily Injury and property damage:  
\$500,000.00 combined single limit any one accident

### **Historically Underutilized Businesses (HUBs)**

HUBs, DBE (Disadvantaged Business Enterprises), and LSA (Labor Surplus Vendors) are encouraged to respond to the RFQ. The County encourages respondents to consider subcontracting with HUBs if opportunities arise.

### **Deadline**

Along with your statement of qualifications, you must also include verification that your company, as well as the company's principals, are not listed (is not debarred) through the federal government's System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Please include a printout of the search results.

Submit one electronic version on a USB/Flash Drive and submit four (4) hard copies of the Statement of Qualifications before 2:00 P.M. Thursday, June 11, 2020 to:

Danielle Blake – Purchasing Agent  
110 S. Main St.  
2nd Floor  
Lockhart, TX 78644

The County reserves the right to negotiate with any and all persons or firms submitting SOQs, per the Texas Professional Service procurement Act and the Uniform Grant and Contract Management Standards.

**Transportation Infrastructure Program  
Request for Qualifications for Engineering Services  
Scoring Sheet**

TxDOT Contractor Locality: \_\_\_\_\_  
 Name of Offeror/Company: \_\_\_\_\_  
 Other Participating Firms: \_\_\_\_\_  
 Date of Rating: \_\_\_\_\_

**Rate the Proposing Team's Experience in the following areas:**

<b>A. Experience of Team</b>	<b>Points Possible</b>	<b>Points Awarded</b>
1. Past experience in engineering state-funded local Texas Department of Transportation projects.	20	
2. Experience with the completion of preliminary design plans and specifications for similar projects.	10	
3. Expertise with completion of final plans and specifications	10	
4. Experience with County projects	20	
<b><i>SUBTOTAL</i></b>	<b><i>60</i></b>	

<b>B. Related Work Performance (references and prior experience with team)</b>	<b>Points Possible</b>	<b>Points Awarded</b>
1. Facilitates completion of projects' activities on schedule	5	
2. Manages projects within budgetary constraints	5	
3. Work project is consistently of high quality	5	
4. Understanding the approach for project implementation	5	
<b><i>SUBTOTAL</i></b>	<b><i>20</i></b>	

<b>C. Capacity to Perform</b>	<b>Points Possible</b>	<b>Points Awarded</b>
1. Staffing level/experience of staff, number and type assigned to project	10	
2. Adequacy of resources	10	
<b><i>SUBTOTAL</i></b>	<b><i>20</i></b>	

<b>Scoring Summary:</b>	<b>Points Possible</b>	<b>Points Awarded</b>
A. Experience of firm	60	
B. Related work performance	20	
C. Capacity to perform	20	
<b><i>TOTAL SCORE</i></b>	<b><i>100</i></b>	

**ATTACHMENT A**

***Attach Insurance Certification or Binder***

**Certification**

I, \_\_\_\_\_, as a duly authorized representative of \_\_\_\_\_  
\_\_\_\_\_, (full name) (name of firm)

certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles

used for the project in the amounts in this RFQ shall be provided to the issuer of this RFQ within 10

calendar days of any Notice of Award.

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Typed Firm Name

\_\_\_\_\_  
Printed/Typed Name/Title

\_\_\_\_\_  
Date

**ATTACHMENT B  
CHILD SUPPORT STATEMENT FOR  
NEGOTIATED CONTRACTS AND GRANTS**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Type Firm Name

\_\_\_\_\_  
Printed/Typed Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT C  
CIVIL RIGHTS COMPLIANCE**

**1. Nondiscrimination**

The Architect/Engineer, with regard to the work performed by him or her during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Architect/Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**2. Solicitations for Subcontracts Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Architect/Engineer for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Architect/Engineer of the Architect/Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Typed Firm Name

\_\_\_\_\_  
Printed/Typed Name/Title

\_\_\_\_\_  
Date

**ATTACHMENT D**

**Insert Professional Registration Documentation if applicable.**

**ATTACHMENT E**

**Certification Regarding Lobbying**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, 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 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 Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

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

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

Approved by OMB  
0348-0046



**ATTACHMENT F**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

<b>OFFICE USE ONLY</b>
Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**25. Discussion/Action** to approve Resolution 19-2020, extending and continuing the State of Disaster within Caldwell County.  
**Speaker: Judge Haden/ JJ Wells; Cost: None; Backup: 2**



**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT, CONTINUING AND EXTENDING THE LOCAL DISASTER DECLARATION.**

**WHEREAS**, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

**WHEREAS**, on March 16, 2020, Caldwell County Judge Hoppy Haden issued a proclamation declaring a local state of disaster for Caldwell County; and

**WHEREAS**, on April 12, 2020 Governor Abbot renewed the disaster declaration for all Texas Counties; and

**WHEREAS**, by Resolutions 16-2020 & 18-2020, the Caldwell County Commissioners Court extended and renewed the state of disaster until May 12, 2020; and

**WHEREAS**, on May 5, 2020 Governor Abbott issued Executive Order GA-21, relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster, which requires that social gatherings and in-person contact with people who are not in the same household shall be minimized, except where necessary to obtain or provide essential or reopened services; and

**WHEREAS**, the conditions necessitating a declaration of a local state of disaster continue to exist in Caldwell County, Texas in relation to the substantial risk to the health and safety of the Caldwell County residents; and

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

- 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.**
- 2. The Order declaring a state of disaster within Caldwell County based on the threat of COVID-19 is hereby extended until 11:59 pm May 26, 2020, unless modified, rescinded or otherwise superseded.**
- 3. This resolution continues the activation of appropriate orders, response, recovery, and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and continues the authorization of furnishing aid and assistance under the declaration for the duration of the state of disaster.**
- 4. This Resolution is effective immediately from and after its adoption.**

**PASSED and APPROVED this 12<sup>th</sup> day of May, 2019.**

\_\_\_\_\_  
Hoppy Haden, County Judge

\_\_\_\_\_  
B. J. Westmoreland, Commissioner, Precinct 1

\_\_\_\_\_  
Barbara Shelton, Commissioner, Precinct 2

\_\_\_\_\_  
Edward "Ed" Theriot, Commissioner, Precinct 3

\_\_\_\_\_  
Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Teresa Rodriguez, County Clerk

**26. EXECUTIVE SESSION** Pursuant to section 551.087 for the Texas Government Code; discussion or deliberation regarding economic development negotiations associated with Project Cali. Possible action may follow in open court. **Speaker: Judge Haden/ JJ Wells/ Christian Duran; Cost: None; Backup: 1**

## Caldwell County Agenda Item Request Form

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

**AGENDA DATE:** 05/12/2020

### Type of Agenda Item

- Consent     Discussion/Action     Executive Session     Workshop  
 Public Hearing

What will be discussed? What is the proposed motion?

Pursuant to section 551.087 of the Texas Government Code; discussion or deliberation regarding economic development negotiations associated with Project Cali. Possible action may follow in open court.

**1. Costs:**

Actual Cost or     Estimated Cost    \$ None

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

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

**2. Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)	<u>JJ Wells</u>		
(3)	<u>Christian Duran</u>		

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

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

\_\_\_\_\_  
**Date**    5/5/2020

## **27. Adjournment.**

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)