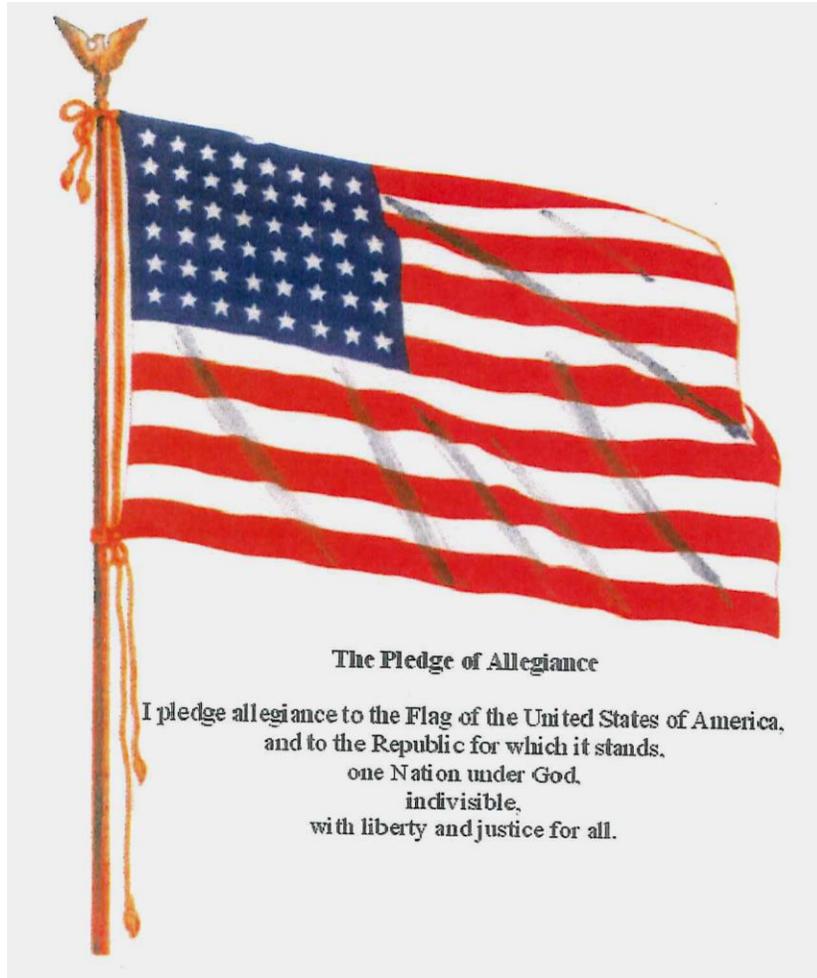


COMMISSIONER'S COURT AGENDA

July 27, 2021

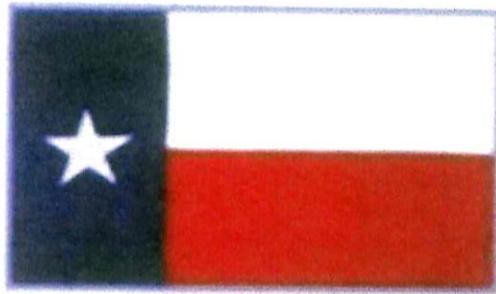
Invocation

Pledge of Allegiance to the Flag.



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

Pledge to the Texas Flag



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

Announcements:

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

Citizens' Comments:

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

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

- 1. Approve payment of County invoices and County Purchase Orders: \$335,528.49**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Approve payment of County invoices and County Purchase Orders
\$335,528.49

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 32 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

7/20/2021 _____
Date



Caldwell County, TX

Expense Approval Register

Packet: APPKT06185 - 7/27/21 A/P & PO'S

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount	
Fund: 001 - GENERAL FUND						
TEXAS PARKS & WILDLIFE DEP...	6.2021	COURT DOCKET 21-0033 CASE...	DUE TO PARKS & WILDLIFE DE...	001-2300	170.00	
NET DATA	62021	JUNE 2021	I TICKETS - NET DATA (needed ...	001-1281	8.00	
NET DATA	62021	JUNE 2021	I TICKETS - NET DATA (needed ...	001-1281	62.00	
NET DATA	62021	JUNE 2021	I TICKETS - NET DATA (needed ...	001-1281	144.00	
NET DATA	62021	JUNE 2021	I TICKETS - NET DATA (needed ...	001-1281	44.00	
GRAVES, HUMPHRIES, STAHL, ...	62021	COLLECTIONS FOR JUNE 2021	DUE TO GRAVES, HUMPHRIES,...	001-2835	600.36	
GRAVES, HUMPHRIES, STAHL, ...	62021	COLLECTIONS FOR JUNE 2021	DUE TO GRAVES, HUMPHRIES,...	001-2835	3,189.47	
GRAVES, HUMPHRIES, STAHL, ...	62021	COLLECTIONS FOR JUNE 2021	DUE TO GRAVES, HUMPHRIES,...	001-2835	3,614.32	
GRAVES, HUMPHRIES, STAHL, ...	62021	COLLECTIONS FOR JUNE 2021	DUE TO GRAVES, HUMPHRIES,...	001-2835	2,333.04	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	90.00	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	65.00	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	65.00	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	660.00	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	60.00	
CENTRAL TEXAS ALTERNATIVE...	7082021	FEES FOR JUNE 2021	DUE TO ADR-Alternative Dispu...	001-2308	70.00	
OMNIBASE SERVICES OF TEXAS...	7082021	2ND QTR 2021	DUE TO State-Failure to Appea...	001-2730	630.00	
OMNIBASE SERVICES OF TEXAS...	7082021	2ND QTR 2021	DUE TO State-Failure to Appea...	001-2730	570.00	
OMNIBASE SERVICES OF TEXAS...	7082021	2ND QTR 2021	DUE TO State-Failure to Appea...	001-2730	924.00	
OMNIBASE SERVICES OF TEXAS...	7082021	2ND QTR 2021	DUE TO State-Failure to Appea...	001-2730	222.00	
					13,521.19	
Department : 2120 - COUNTY TREASURER						
ANGELA RAWLINSON	70621	TRAINING 6/27 & 7/01/2021	TRANSPORTATION	001-2120-4260	282.24	
Department 2120 - COUNTY TREASURER Total:					282.24	
Department : 2150 - COUNTY CLERK						
TEXAS DEPT.OF STATE HEALTH...	2014015	ACCT # 17460016318 007 JU...	Remote Site Trans Fees	001-2150-3145	166.53	
DEWITT POTH & SON	649155-0	ACCT # 12430 TAPE, RL, TRAN...	OFFICE SUPPLIES	001-2150-3110	117.39	
DEWITT POTH & SON	649156-0	ACCT # 12430 SPOTPAPER - LE...	OFFICE SUPPLIES	001-2150-3110	144.00	
DEWITT POTH & SON	649155-1	ACCT # 12430 WIPE, DSNFCT, ...	OFFICE SUPPLIES	001-2150-3110	17.85	
PRINTING SOLUTIONS	100602	LASER ENGRAVER RUBBER ST...	OFFICE SUPPLIES	001-2150-3110	29.50	
SCOTT-MERRIMAN, INC.	067677	POLY ENVELOPES FOR LEGAL S...	OFFICE SUPPLIES	001-2150-3110	411.26	
DEWITT POTH & SON	615030-2 ORIGINAL	ACCT # 12430 PEN, ENRGLRTX,...	OFFICE SUPPLIES	001-2150-3110	82.00	
Department 2150 - COUNTY CLERK Total:					968.53	
Department : 3200 - DISTRICT ATTORNEY						
TEXAS DISTRICT & COUNTY AT...	188097	BENOIST-TEMPLETON	CASSANDRA BENOIST-TEMPLE...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	GOETZ	CHASE GOETZ - BAR # 241060...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	KUCERA	NEIL KUCERA - BAR # 117492...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	MONTGOMERY	AMANDA MONTGOMERY - BA...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	SCHMIDT	ELIZABETH SCHMIDT - BAR # 2...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	SEXTON	CYNTHIA SEXTON - BAR # 240...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	WEBER	FRED WEBER - BAR # 00795713	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188097	WELLS	JUSTIN (JJ) WELLS - BAR # 240...	TRAINING	001-3200-4810	100.00
TEXAS DISTRICT & COUNTY AT...	188109	BENOIST-TEMPLETON	CASSANDRA BENOIST-TEMPLE...	TRAINING	001-3200-4810	175.00
TEXAS DISTRICT & COUNTY AT...	188109	GOETZ	CHASE GOETZ - BAR # 241060...	TRAINING	001-3200-4810	175.00
TEXAS DISTRICT & COUNTY AT...	188109	GONZALES	CINDY GONZALES - CRIMINAL ...	TRAINING	001-3200-4810	175.00
TEXAS DISTRICT & COUNTY AT...	188109	MONTGOMERY	AMANDA MONTGOMERY - BA...	TRAINING	001-3200-4810	175.00
TEXAS DISTRICT & COUNTY AT...	188109	SCHMIDT	ELIZABETH SCHMIDT - BAR # 2...	TRAINING	001-3200-4810	175.00
TRANSUNION RISK AND ALTE...	234599-202106-1	ACCT ID: 234599 6/01 - 30/...	DUES & SUBSCRIPTIONS	001-3200-3050	75.00	
DEWITT POTH & SON	648576-0	ACCT # 12430 ENVELOPE, CD,...	OFFICE SUPPLIES	001-3200-3110	301.95	
THOMSON REUTERS - WEST P...	844592460	ACCT # 1004742988 JUNE 2021	PUBLICATIONS	001-3200-4315	356.00	
THOMSON REUTERS - WEST P...	844597769	ACCT # 1000732986 JUNE 2021	PUBLICATIONS	001-3200-4315	216.00	
CARD SERVICE CENTER	72021	CARD ENDS W/1237	OFFICE SUPPLIES	001-3200-3110	120.00	
DEWITT POTH & SON	648576-1	ACCT # 12430 DVD-R, 16X,4.7...	OFFICE SUPPLIES	001-3200-3110	167.28	

Expense Approval Register

Packet: APPKT06185 - 7/27/21 A/P & PO'S

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount
THOMSON REUTERS - WEST P...	844702048	ACCT # 1000732986 LIBRARY ...	PUBLICATIONS	001-3200-4315	90.32
DEWITT POTHS & SON	648984-0	ACCT # 12430 CARD, MEM, S...	OFFICE SUPPLIES	001-3200-3110	81.83
				Department 3200 - DISTRICT ATTORNEY Total:	3,083.38
Department : 3230 - DISTRICT JUDGE					
SCHOON LAW FIRM, PC	21-052	CAUSE # 21-052 MARCUS MA...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
SCHOON LAW FIRM, PC	21-052	CAUSE # 21-052 MARCUS MA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	340.00
RELX INC. DBA LEXISNEXIS	3093322297	Acct # 422MKTQ29 BILLING P...	OFFICE SUPPLIES	001-3230-3110	65.00
DEWITT POTHS & SON	648589-0	ACCT # 12430 PEN, PROFILE, ...	OFFICE SUPPLIES	001-3230-3110	102.87
THE LAW OFFICES OF JASON T...	17-001 1	CAUSE # 17-001 JARRELL HOU...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
THE LAW OFFICES OF JASON T...	17-001 1	CAUSE # 17-001 JARRELL HOU...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
THE CASEY LAW FIRM	20-049	CAUSE # 20-049 CHELSEA L. KI...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
HOMER P. CAMPBELL	20-185	CAUSE # 20-185 DAVID MCA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
CLIFFORD W. MCCORMACK	20-364	CAUSE # 20-364 CARLOS BER...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	20-364	CAUSE # 20-364 CARLOS BER...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	875.00
SCHOON LAW FIRM, PC	20-369	CAUSE # 20-369 NATHANIEL ...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
SCHOON LAW FIRM, PC	20-369	CAUSE # 20-369 NATHANIEL ...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
CLIFFORD W. MCCORMACK	21-069	CAUSE # 21-069 GARRETT LEE...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	21-069	CAUSE # 21-069 GARRETT LEE...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	790.00
HOMER P. CAMPBELL	21-098	CAUSE # 21-098 THOMAS MA...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
HOMER P. CAMPBELL	21-098	CAUSE # 21-098 THOMAS MA...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	650.00
DARLON JAMES SOJAK	21-146	CAUSE # 21-146 JAMES FOWL...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	300.00
PAUL MATTHEW EVANS	16-055 / 14-146	CAUSE # 16-055 / 14-146 JOHN...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	840.00
PAUL MATTHEW EVANS	20-062	CAUSE # 20-062 BRYAN HARRI...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PAUL MATTHEW EVANS	20-062	CAUSE # 20-062 BRYAN HARRI...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	1,000.00
PAUL MATTHEW EVANS	21-012	CAUSE # 21-012 SUMMER CO...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	90.00
PAUL MATTHEW EVANS	21-054	CAUSE # 21-054 ALBERT CAB...	ADULT - ATTY LITIGATION EXP...	001-3230-4080	5.00
PAUL MATTHEW EVANS	21-054	CAUSE # 21-054 ALBERT CAB...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	750.00
BARBARA J. ROBIRDS	21-150	CAUSE # 21-150 JOSHUA MCK...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	450.00
ROBERT A HAEDGE	20-140	CAUSE # 20-140 GABRIELLE C...	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	220.00
WALTER S. DEAN, SR.	21-077	CAUSE # 21-077 JACOB SOSA	ADULT - INDIGENT ATTORNEY ...	001-3230-4160	800.00
				Department 3230 - DISTRICT JUDGE Total:	10,262.87
Department : 3240 - COUNTY COURT LAW					
BARBARA J. ROBIRDS	48641	CAUSE # 48641 JOHN DEARING	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
BARBARA J. ROBIRDS	48641	CAUSE # 48641 JOHN DEARING	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	400.00
BARBARA J. ROBIRDS	47452	CAUSE # 47452 ZACHARIAH A...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
BARBARA J. ROBIRDS	47452	CAUSE # 47452 ZACHARIAH A...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	595.00
PAUL MATTHEW EVANS	48119	CAUSE # 48119 MERCEDES WH...	ADULT - ATTY LITIGATION EXP...	001-3240-4080	5.00
PAUL MATTHEW EVANS	48119	CAUSE # 48119 MERCEDES WH...	ADULT - INDIGENT ATTORNEY ...	001-3240-4160	420.00
DEWITT POTHS & SON	648993-0	ACCT # 12430 ENVELOPES	OFFICE SUPPLIES	001-3240-3110	169.00
				Department 3240 - COUNTY COURT LAW Total:	1,599.00
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
DEWITT POTHS & SON	645394-0	ACCT # 12430 CHIME, WIRELE...	OFFICE SUPPLIES	001-3251-3110	69.57
PATHMARK TRAFFIC PROD. OF...	9920	Parking sign for Judge Kiley	OFFICE SUPPLIES	001-3251-3110	31.00
CARD SERVICE CENTER	72021	CARD ENDS W/1237	OFFICE SUPPLIES	001-3251-3110	100.09
CARD SERVICE CENTER	72021	CARD ENDS W/1237	TRAINING	001-3251-4810	40.00
				Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:	240.66
Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2					
AMAZON.COM SALES, INC	1GHC.964P-LLQ3	ACCT # A283QXJ1JFKNJ WEB...	MACHINERY AND EQUIPMENT	001-3252-5310	357.00
				Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:	357.00
Department : 4300 - COUNTY SHERIFF					
OFFICE DEPOT	172948992001	ACCT # 43682634 OD DUR VW...	OPERATING SUPPLIES	001-4300-3130	60.43
OFFICE DEPOT	173141178001	ACCT # 43682634 128 PINSTR...	OPERATING SUPPLIES	001-4300-3130	83.97
OFFICE DEPOT	173141180001	ACCT # 43682634 SLEEVE, CD...	OPERATING SUPPLIES	001-4300-3130	10.76
OFFICE DEPOT	173547060001	ACCT # 43682634 CARD,BUS,L...	OPERATING SUPPLIES	001-4300-3130	99.95
OFFICE DEPOT	173141173001	ACCT # 43682634 USB, 2.0, S...	OPERATING SUPPLIES	001-4300-3130	129.98
OFFICE DEPOT	172507092001	ACCT # 43682634 PAPER, COP...	OPERATING SUPPLIES	001-4300-3130	25.24
OFFICE DEPOT	172525229001	ACCT # 43682634 STAMP, SEL...	OPERATING SUPPLIES	001-4300-3130	21.99
LIVNGOOD FEED STORE	LOINV000234931	CUST # 1C250 COASTAL SQUA...	OPERATING SUPPLIES	001-4300-3130	51.65
LIVNGOOD FEED STORE	LOINV000233932	CUST # 1C250 ALFALFA SQUAR...	OPERATING SUPPLIES	001-4300-3130	19.00

Expense Approval Register

Packet: APPKT06185 - 7/27/21 A/P & PO'S

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount
OFFICE DEPOT	178800382001	ACCT # 43682634 STAPLER, D...	OPERATING SUPPLIES	001-4300-3130	97.88
LIVENGOOD FEED STORE	LOINV000235589	CUST # 1C250 ROUND UP SPR...	OPERATING SUPPLIES	001-4300-3130	62.01
FAIRWAY SUPPLY, INC	0159260-IN	CUST # 20CALDWE PROX ACC...	OPERATING SUPPLIES	001-4300-3130	375.00
LIVENGOOD FEED STORE	LOINV000234223	CUST # 1C250 ALFALFA SQUAR...	OPERATING SUPPLIES	001-4300-3130	71.92
OFFICE DEPOT	181099571001	ACCT # 43682634 ORGANIZER,...	OPERATING SUPPLIES	001-4300-3130	81.09
OFFICE DEPOT	181891261001	ACCT # 43682634 LBL PRINTER,...	OPERATING SUPPLIES	001-4300-3130	104.59
OFFICE DEPOT	182726403001	ACCT # 43682634 CYBERPOW...	OPERATING SUPPLIES	001-4300-3130	89.95
LIVENGOOD FEED STORE	LOINV000236317	CUST # 1C250 COASTAL SQUA...	OPERATING SUPPLIES	001-4300-3130	51.65
QUADIENT LEASING USA, INC	N8928672	CUST # 01349085 4/26 - 7/25...	RENTALS	001-4300-4610	179.16
Department 4300 - COUNTY SHERIFF Total:					1,616.22

Department : 4310 - COUNTY JAIL

OFFICE DEPOT	173141179001	ACCT # 43682634 PAPER, COP...	OPERATING SUPPLIES	001-4310-3130	63.98
OFFICE DEPOT	173545997001	ACCT # 43682634 REFILL, PRE...	OPERATING SUPPLIES	001-4310-3130	111.94
OFFICE DEPOT	172507092001	ACCT # 43682634 PAPER, COP...	OPERATING SUPPLIES	001-4310-3130	144.05
OFFICE DEPOT	178800382001	ACCT # 43682634 STAPLER, D...	OPERATING SUPPLIES	001-4310-3130	97.88
FLOWERS BAKING CO. OF SAN...	3038384528	CUST # 0040078309 MIC 20 7"...	FOOD SUPPLIES	001-4310-3100	324.00
FERRIS JOSEPH PRODUCE, INC.	117347	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	46.00
GRAINGER	9948251088	ACCT # 841505548 HASP, FIX...	REPAIRS & MAINTENANCE	001-4310-4510	19.56
GRAINGER	9948463642	ACCT # 841505548 DISPOSAB...	REPAIRS & MAINTENANCE	001-4310-4510	17.23
FERRIS JOSEPH PRODUCE, INC.	117350	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	25.50
SYSCO CENTRAL TEXAS, INC	513500723	CUST # 043430 CHEMICAL & ...	OPERATING SUPPLIES	001-4310-3130	339.51
SYSCO CENTRAL TEXAS, INC	513500724	CUST # 043430 PAPER & DISP ...	OPERATING SUPPLIES	001-4310-3130	278.26
SYSCO CENTRAL TEXAS, INC	513500725	ACCT # 043430 DAIRY / FROZ...	FOOD SUPPLIES	001-4310-3100	905.04
M.B. HAMMO ENTERPRISES, L...	9922	Jco Janitorial Supply Blanket PO	OPERATING SUPPLIES	001-4310-3130	694.18
FERRIS JOSEPH PRODUCE, INC.	117368	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	76.25
PERFORMANCE FOODSERVICE ...	1289900	CUST # 435577 DRY GROCERY ...	FOOD SUPPLIES	001-4310-3100	1,007.05
ORKIN - AUSTIN COMMERCIAL	214603838	ACCT # 29121597 JULY 2021	PROFESSIONAL SERVICES	001-4310-4110	299.00
AAA AUGER PLUMBING SERVI...	27205841	AAA Auger Plumbing	REPAIRS & MAINTENANCE	001-4310-4510	587.50
FERRIS JOSEPH PRODUCE, INC.	117373	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	141.50
SYSCO CENTRAL TEXAS, INC	513510816	CUST # 043430 DAIRY / MEATS..	FOOD SUPPLIES	001-4310-3100	1,122.01
SYSCO CENTRAL TEXAS, INC	513510817	CUST # 043430 PAPER & DISP	OPERATING SUPPLIES	001-4310-3130	17.19
FERRIS JOSEPH PRODUCE, INC.	117393	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	109.50
FERRIS JOSEPH PRODUCE, INC.	117394	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	76.00
PERFORMANCE FOODSERVICE ...	1292618	CUST # 435577 DRY GROCERY ...	FOOD SUPPLIES	001-4310-3100	842.86
FLOWERS BAKING CO. OF SAN...	3038384630	CUST # 0040078309	FOOD SUPPLIES	001-4310-3100	203.76
BLUEBONNET TRAILS MHMR	27062021	ANASAZI VENDOR # 5915 MUN..	PROFESSIONAL SERVICES	001-4310-4110	1,500.00
FERRIS JOSEPH PRODUCE, INC.	117414	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	63.50
SYSCO CENTRAL TEXAS, INC	513523522	CUST # 043430 CHEMICAL & J...	OPERATING SUPPLIES	001-4310-3130	146.88
SYSCO CENTRAL TEXAS, INC	513523524	CUST # 043430 DAIRY / MEATS..	FOOD SUPPLIES	001-4310-3100	1,248.49
M.B. HAMMO ENTERPRISES, L...	9952	Jco Janitorial Supply Blanket PO	OPERATING SUPPLIES	001-4310-3130	659.70
FERRIS JOSEPH PRODUCE, INC.	117427	Blanket PO for Jail	FOOD SUPPLIES	001-4310-3100	126.25
PERFORMANCE FOODSERVICE ...	1296432	CUST # 435577 DRY GROCERY ...	FOOD SUPPLIES	001-4310-3100	797.60
OFFICE DEPOT	181099571001	ACCT # 43682634 ORGANIZER,...	OPERATING SUPPLIES	001-4310-3130	81.08
OFFICE DEPOT	181243578001	ACCT # 43682634 FOLDER, 1/2..	OPERATING SUPPLIES	001-4310-3130	42.99
MARK'S PLUMBING PARTS	INV001956756	CUST ID: 278898 WATTS 1/2"...	REPAIRS & MAINTENANCE	001-4310-4510	365.09
UNIFIRST CORPORATION	8222433731	Unifirst Blanket Purchase Order	OPERATING SUPPLIES	001-4310-3130	82.04
Department 4310 - COUNTY JAIL Total:					12,663.37

Department : 6510 - NON-DEPARTMENTAL

QUADIENT LEASING USA, INC	N8931611	Quadient Lease Blanket PO	RENTALS	001-6510-4610	468.30
LEGENDS TRI-COUNTY FUNER...	2020/086	JAYLEN MALIC ALLEN / DOT: 6...	AUTOPSY	001-6510-4123	395.00
CENTRAL TEXAS AUTOPSY, PLLC	13407	Autopsy Blanket PO	AUTOPSY	001-6510-4123	2,100.00
TK ELEVATOR	3006038539	CUST # 63166 SERVICE DATES:...	Telephone	001-6510-4420	70.15
CHARLES E. LAURENCE, M.D.	July Invoice	Medical Director	MEDICAL DIRECTOR	001-6510-4100	1,000.00
EWEAC	05/28/2021-06/30/2021	servcies 9-22 to 10-31	PROFESSIONAL SERVICES	001-6510-4110	4,025.00
DOUCET & ASSOCIATES, INC	2106014	PROJECT R1911-100 CALDWEL...	PROFESSIONAL SERVICES	001-6510-4110	6,813.96
DOUCET & ASSOCIATES, INC	2106015	PROJECT R1911-129-01 COUR...	PROFESSIONAL SERVICES	001-6510-4110	198.75
DOUCET & ASSOCIATES, INC	2106016	PROJECT R1911-131-01 CAMP...	PROFESSIONAL SERVICES	001-6510-4110	788.75
DOUCET & ASSOCIATES, INC	2106017	PROJECT R1911-136-01 TOM...	PROFESSIONAL SERVICES	001-6510-4110	962.50
DOUCET & ASSOCIATES, INC	2106018	PROJECT R1911-162-01 RANCH..	PROFESSIONAL SERVICES	001-6510-4110	132.50
DOUCET & ASSOCIATES, INC	2106019	PROJECT R1911-171-01 MONT...	PROFESSIONAL SERVICES	001-6510-4110	198.75

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DOUCET & ASSOCIATES, INC	2106020	PROJECT R1911-175-01 LUXOR...	PROFESSIONAL SERVICES	001-6510-4110	385.00
DOUCET & ASSOCIATES, INC	2106021	PROJECT R1911-176-01 RIVER...	PROFESSIONAL SERVICES	001-6510-4110	530.00
DOUCET & ASSOCIATES, INC	2106022	PROJECT R1911-177-01 RIVER...	PROFESSIONAL SERVICES	001-6510-4110	463.75
DOUCET & ASSOCIATES, INC	2106023	PROJECT R1911-178-01 TUMB...	PROFESSIONAL SERVICES	001-6510-4110	265.00
DOUCET & ASSOCIATES, INC	2106024	PROJECT R1911-179-01 EDGE ...	PROFESSIONAL SERVICES	001-6510-4110	132.50
DOUCET & ASSOCIATES, INC	2106025	PROJECT R1911-180-01 AUSTI...	PROFESSIONAL SERVICES	001-6510-4110	198.75
DOUCET & ASSOCIATES, INC	2106026	PROJECT R1911-181-01 KAT M...	PROFESSIONAL SERVICES	001-6510-4110	198.75
DOUCET & ASSOCIATES, INC	2106027	PROJECT 1911-182-01 JOE PE...	PROFESSIONAL SERVICES	001-6510-4110	132.50
CENTRAL TEXAS AUTOPSY, PLLC	13410	CTA 320-20: TREY D. SIMMONS..	AUTOPSY	001-6510-4123	2,800.00
BILL PERRIRAZ	7082021	41 HOG BOUNTY	HOG - OUT PROGRAM	001-6510-4870	102.50
AARON FRIAR	7082021	10 TAILS	HOG - OUT PROGRAM	001-6510-4870	25.00
CARROL WAYNE HODNETT	7082021	36 TAILS	HOG - OUT PROGRAM	001-6510-4870	90.00
TRACY GRAGG	7082021	58 TAILS	HOG - OUT PROGRAM	001-6510-4870	145.00
RICHARD GRAGG	7082021	57 TAILS	HOG - OUT PROGRAM	001-6510-4870	142.50
TOM BLACKWELL	7082021	57 TAILS	HOG - OUT PROGRAM	001-6510-4870	142.50
TRAVIS C. FAIRCHILD	7082021	57 TAILS	HOG - OUT PROGRAM	001-6510-4870	142.50
BRUCE WITTIG	7082021	12 TAILS	HOG - OUT PROGRAM	001-6510-4870	30.00
BENNY PERRIRAZ	7082021	71 TAILS	HOG - OUT PROGRAM	001-6510-4870	177.50
ALFRED HILLHOUSE	7082021	71 TAILS	HOG - OUT PROGRAM	001-6510-4870	177.50
DEVANTE COE	000030	Blanket PO for Devante Coe	PROFESSIONAL SERVICES	001-6510-4110	557.67
Department 6510 - NON-DEPARTMENTAL Total:					23,992.58

Department : 6520 - BUILDING MAINTENANCE

ALTEX ELECTRONICS	ORDER # INVAUS11692	# N30 WAVENET BLUE CAT6	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	470.09
GONZALES BUILDING CENTER	50758751	CUST # CALD00 VINYL GLOVES...	JUDICIAL CENTER-LOCKHART	001-6520-3550	479.43
LOCKHART HARDWARE	37498 /1	CUST # 11239 CONNECT 90 FL...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	20.61
LOCKHART HARDWARE	37503 /1	CUST # 11239 BOX SWITCH 2-...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	25.77
GONZALES BUILDING CENTER	50760942	CUST # CALD00 GRIP THICK P...	OPERATING SUPPLIES	001-6520-3130	454.73
JOHN DEERE FINANCIAL	2106-007939	ACCT # 1-99 FLY TRAP ATTRC...	OPERATING SUPPLIES	001-6520-3130	34.15
WILSON RIGGIN	114176	WEATHER STRIP	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	33.16
LOCKHART HARDWARE	37569 /1	CUST # 11239 WALLPLAT 1G ...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	5.94
LOCKHART HARDWARE	37584 /1	CUST # 11239 COBALT DRILL B...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	6.38
LOCKHART HARDWARE	37589 /1	CUST # 11239 C+K INT P&P SA...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	37.99
LOCKHART HARDWARE	37596 /1	CUST # 11239 BOX SQ 1 1/2" ...	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	15.49
SMITH SUPPLY CO.- LOCKHART	900418	GEAR CLAMP 6816SS	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	12.75
SMITH SUPPLY CO.- LOCKHART	900497	LAG SCREW 1/4 X 1-1/2	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	29.80
LOCKHART HARDWARE	37658 /1	CUST # 11239 C+K INT P&P SAT..	L.W.SCOTT ANNEX-LOCKHART	001-6520-3540	184.58
O'REILLY AUTOMOTIVE, INC.	0642-414878	CUST # 188092 CONNECTOR	OPERATING SUPPLIES	001-6520-3130	3.99
INSIDE AIR INVESTMENT GRO...	111398	Blow Motor for A.C Unit Buildi...	OPERATING SUPPLIES	001-6520-3130	24.51
INSIDE AIR INVESTMENT GRO...	111398	Blow Motor for A.C Unit Buildi...	OPERATING SUPPLIES	001-6520-3130	369.05
JOHN DEERE FINANCIAL	2106-013768	ACCT # 1-99 PRUNER BYPS LO...	OPERATING SUPPLIES	001-6520-3130	88.96
WILSON RIGGIN	114439	1 ROLL TAPE	OPERATING SUPPLIES	001-6520-3130	7.25
JOHN DEERE FINANCIAL	2106-014353	ACCT # 1-99 TAPE ELECT3/4X6...	OPERATING SUPPLIES	001-6520-3130	14.08
JOHN DEERE FINANCIAL	2106-015225	ACCT # 1-99 EXTENSION OCT ...	LULING ANNEX	001-6520-3510	22.90
LOCKHART HARDWARE	37714 /1	CUT # 11239 GEARWRENCH 6...	OPERATING SUPPLIES	001-6520-3130	44.99
CINTAS CORPORATION #86	4088194236	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	97.27
LOCKHART HARDWARE	37727 /1	CUST # 11239 SPRAYER DIAL-...	OPERATING SUPPLIES	001-6520-3130	12.99
SMITH SUPPLY CO.- LOCKHART	901297	BIFEN XTS INSECTICIDE QUART	OPERATING SUPPLIES	001-6520-3130	62.95
LOCKHART HARDWARE	37748 /1	CUST # 11239 RECEPTACLE W...	OPERATING SUPPLIES	001-6520-3130	20.00
LOCKHART HARDWARE	37757 /1	CUST # 11239 BATTERY ALKN ...	OPERATING SUPPLIES	001-6520-3130	9.59
LOCKHART HARDWARE	37773 /1	CUST # 11239 GARDEN SPRAY...	OPERATING SUPPLIES	001-6520-3130	59.99
CENTRAL TEXAS REFUSE, INC	0000349506	Blanket PO Central Texas Refu...	RENTALS	001-6520-4610	305.32
LOCKHART HARDWARE	37787 /1	CUST # 11239 BATTERY ALK A...	OPERATING SUPPLIES	001-6520-3130	15.99
LOCKHART HARDWARE	37798 /1	CUST # 11239 KNEEPADS AIRF...	OPERATING SUPPLIES	001-6520-3130	29.99
LOCKHART HARDWARE	37804 /1	CUST # 11239 LUXTREME 1/2...	OPERATING SUPPLIES	001-6520-3130	112.97
CINTAS CORPORATION #86	4088772613	SOLD TO # 13228013 PAYER # ...	UNIFORMS	001-6520-3140	97.27
FLOORS PLUS	848596	Vinyl Plank Flooring - Building...	REPAIRS & MAINTENANCE	001-6520-4510	4,942.00
SMITH SUPPLY CO.- LOCKHART	901983	ROUND UP POISON IVY KILLER...	OPERATING SUPPLIES	001-6520-3130	115.85
JOHN DEERE FINANCIAL	2107-023434	ACCT # 1-99 FLOOR FAN HV 2...	OPERATING SUPPLIES	001-6520-3130	137.98
JOHN DEERE FINANCIAL	2107-023707	ACCT # 1-99 TANK SPRAYER O...	OPERATING SUPPLIES	001-6520-3130	24.99
LOCKHART HARDWARE	37841 /1	CUST # 11239 BOX SWITCH 2-...	OPERATING SUPPLIES	001-6520-3130	24.36

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JOHN DEERE FINANCIAL	2107-024903	ACCT # 1-99 HEX NUTS 1/8 PK...	OPERATING SUPPLIES	001-6520-3130	44.37
JOHN DEERE FINANCIAL	2107-025364	ACCT # 1-99 6-32X 1-1/2 PH ...	OPERATING SUPPLIES	001-6520-3130	27.49
CENTURY HVAC DISTRIBUTING	8256086	Order 7946297 Refrigerant	OPERATING SUPPLIES	001-6520-3130	1,445.00
Department 6520 - BUILDING MAINTENANCE Total:					9,972.97
Department : 6550 - ELECTIONS					
DEWITT POTH & SON	632482-0	ACCT # 12430 DIGITAL COPIER	REPAIRS & MAINTENANCE	001-6550-4510	0.02
DEWITT POTH & SON	629426-0	CUST # 12430 DIGITAL COPIER	REPAIRS & MAINTENANCE	001-6550-4510	1.62
OFFICE DEPOT	161055686001	Elections Supplies Order	OFFICE SUPPLIES	001-6550-3110	79.78
OFFICE DEPOT	161055947001	Elections Supplies Order	OFFICE SUPPLIES	001-6550-3110	171.53
OFFICE DEPOT	161055948001	Elections Supplies Order	OFFICE SUPPLIES	001-6550-3110	286.58
OFFICE DEPOT	161055949001-1	Elections Supplies Order	OFFICE SUPPLIES	001-6550-3110	15.99
GOVERNMENT FORMS AND S...	0327658	Voter Reg. Spanish APP VR SP	OFFICE SUPPLIES	001-6550-3110	589.61
FIRST NET BUILT WITH AT&T	287301244412X06032021	ACCT # 287301244412	TELEPHONE	001-6550-4420	160.00
GOVERNMENT FORMS AND S...	0328467	Job 029307 Voter Registration...	OFFICE SUPPLIES	001-6550-3110	605.95
OFFICE DEPOT	180379729001	ACCT # 43682634 5 PK 16 GB ...	OFFICE SUPPLIES	001-6550-3110	46.78
FIRST NET BUILT WITH AT&T	287301244412X07032021	ACCT # 287301244412	TELEPHONE	001-6550-4420	160.00
QUADIENT FINANCE USA, INC	62821	ACCT # 7900 0440 8090 2103 ...	POSTAGE	001-6550-3120	54.64
Department 6550 - ELECTIONS Total:					2,172.50
Department : 6560 - COMMISSIONERS COURT					
FIRST NET BUILT WITH AT&T	287301244412X06032021	ACCT # 287301244412	TELEPHONE	001-6560-4420	37.00
FIRST NET BUILT WITH AT&T	287301244412X07032021	ACCT # 287301244412	TELEPHONE	001-6560-4420	37.00
LEXISNEXIS RISK DATA MANA...	1623451-20210630	Background checks on deceas...	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
TEXAS COLLEGE OF PROBATE ...	8/26-27/21	HOPPY HADEN - 8/26 - 27/21 ...	TRAINING	001-6560-4810	425.00
EDWARD ANTHONY THERIOT	7062021	TRAINING 6/28 - 7/01/2021	TRAINING	001-6560-4810	527.62
TEXAS ASSOCIATION OF COUN...	R315595 SHELTON	ACCT # 251320 SHELTON, BAR...	TRAINING	001-6560-4810	275.00
TEXAS ASSOCIATION OF COUN...	R315597 HADEN	ACCT # 251320 HADEN, HOPPY...	TRAINING	001-6560-4810	275.00
TEXAS ASSOCIATION OF COUN...	R315599 WESTMORELAND	ACCT # 251320 WESTMORELA...	TRAINING	001-6560-4810	275.00
TEXAS ASSOCIATION OF COUN...	R315698 ROLAND	ROLAND, JOE - 99TH ANNUAL...	TRAINING	001-6560-4810	275.00
Department 6560 - COMMISSIONERS COURT Total:					2,176.62
Department : 6570 - VETERAN SERVICE OFFICER					
AL DOS SANTOS	7082021	MARCH & APRIL 2021 ASSIST ...	TRANSPORTATION	001-6570-4260	61.60
PRINTING SOLUTIONS	100599	12 PACK PILOT G2 GELL PEN (B...	OFFICE SUPPLIES	001-6570-3110	78.08
PRINTING SOLUTIONS	100605	3 OFFICE SUPPLIES - HEAVY D...	OFFICE SUPPLIES	001-6570-3110	412.82
AL DOS SANTOS	62021	MAY & JUNE 2021 ASSIST VET...	TRANSPORTATION	001-6570-4260	68.88
Department 6570 - VETERAN SERVICE OFFICER Total:					621.38
Department : 6590 - PURCHASING					
DELL MARKETING L.P.	10500888301	CUST # 2120993	MACHINERY AND EQUIPMENT	001-6590-5310	2,108.67
Department 6590 - PURCHASING Total:					2,108.67
Department : 6610 - IT-TECHNOLOGY					
OFFICE DEPOT	177665601001	ACCT # 43682634 MOUSEPAD...	OFFICE SUPPLIES	001-6610-3110	12.09
OFFICE DEPOT	177667043001	ACCT # 43682634 HIGHLIGHT...	OFFICE SUPPLIES	001-6610-3110	6.79
OFFICE DEPOT	179823209001	ACCT # 43682634 POWERSTRI...	MACHINERY AND EQUIPMENT	001-6610-5310	36.73
AMAZON.COM SALES, INC	1DMK-4DT9-D7VC	ACCT # A283QXJ1JFKNJ HAND...	REPAIRS & MAINTENANCE	001-6610-4510	14.38
AMAZON.COM SALES, INC	1XC6-GGKQ-6KNL	ACCT # A283QXJ1JFKNJ GEAR...	REPAIRS & MAINTENANCE	001-6610-4510	148.92
AMAZON.COM SALES, INC	1YF1-C4GN-7YK4	ACCT # A283QXJ1JFKNJ VICI ...	REPAIRS & MAINTENANCE	001-6610-4510	217.82
AMAZON.COM SALES, INC	1G9H-VHG9-67JG	ACCT # 1G9H-VHG9-67JG H...	REPAIRS & MAINTENANCE	001-6610-4510	78.32
AMAZON.COM SALES, INC	1WPW-FFTK-JMGK	Western Digital 4TB WD Purple..	REPAIRS & MAINTENANCE	001-6610-4510	614.40
ADAPTIVE TECHNOLOGY SYST...	01060	New Fortigate Firewall	Outside Services	001-6610-4840	125.00
ADAPTIVE TECHNOLOGY SYST...	01060	New Fortigate Firewall	Outside Services	001-6610-4840	125.00
ADAPTIVE TECHNOLOGY SYST...	01060	New Fortigate Firewall	Outside Services	001-6610-4840	500.00
ADAPTIVE TECHNOLOGY SYST...	0970	Firewall Renewal	MACHINERY AND EQUIPMENT	001-6610-5310	396.00
ADAPTIVE TECHNOLOGY SYST...	0970	Firewall Renewal	MACHINERY AND EQUIPMENT	001-6610-5310	1,407.00
ADAPTIVE TECHNOLOGY SYST...	0970	Firewall Renewal	MACHINERY AND EQUIPMENT	001-6610-5310	601.00
ADAPTIVE TECHNOLOGY SYST...	0970	Firewall Renewal	MACHINERY AND EQUIPMENT	001-6610-5310	620.00
ADAPTIVE TECHNOLOGY SYST...	0970	Firewall Renewal	MACHINERY AND EQUIPMENT	001-6610-5310	12,740.00
AMAZON.COM SALES, INC	14JV-G66G-6CQQ	Solid State Hard Drives	MACHINERY AND EQUIPMENT	001-6610-5310	617.94
AMAZON.COM SALES, INC	14JV-G66G-6CQQ	Solid State Hard Drives	MACHINERY AND EQUIPMENT	001-6610-5310	312.95

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AMAZON.COM SALES, INC	14R9-C4PP-1HRM	Western Digital Purple 4TB Ha...	MACHINERY AND EQUIPMENT	001-6610-5310	1,019.88
				Department 6610 - IT-TECHNOLOGY Total:	19,594.22
Department : 6630 - GRANT WRITING/ADMIN					
OFFICE DEPOT	181495555001	ACCT # 43682634	OFFICE SUPPLIES	001-6630-3110	287.99
				Department 6630 - GRANT WRITING/ADMIN Total:	287.99
Department : 6640 - CODE INVESTIGATOR					
CENTRAL TEXAS REFUSE, INC	0000349506	Blanket PO Central Texas Refu...	RENTALS	001-6640-4610	456.92
CARD SERVICE CENTER	72021	CARD ENDS W/1237	TRAINING	001-6640-4810	50.00
CARD SERVICE CENTER	72021	CARD ENDS W/1237	TRAINING	001-6640-4810	40.00
				Department 6640 - CODE INVESTIGATOR Total:	546.92
Department : 6650 - EMERG MGNT / HOMELAND SEC					
FIRST NET BUILT WITH AT&T	287301244412X06032021	ACCT # 287301244412	TELEPHONE	001-6650-4420	111.00
FIRST NET BUILT WITH AT&T	287301244412X07032021	ACCT # 287301244412	TELEPHONE	001-6650-4420	111.00
JOHN L. BARRON SR.	17283	LICENSE # 111-0940 TX	REPAIRS & MAINTENANCE	001-6650-4510	144.00
CARD SERVICE CENTER	72021	CARD ENDS W/1237	Repairs & Maintenance - Trailer	001-6650-4515	23.99
CARD SERVICE CENTER	72021	CARD ENDS W/1237	MACHINERY AND EQUIPMENT	001-6650-5310	349.50
				Department 6650 - EMERG MGNT / HOMELAND SEC Total:	739.49
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 21-010	Animal Shelter - Cats/Dogs Fee...	ANIMAL CONTROL EXPENSES	001-7600-4114	974.17
CITY OF LOCKHART	ASV 21-Q3	237 DOGS / 86 CATS APRIL - J...	ANIMAL CONTROL EXPENSES	001-7600-4114	42,098.11
				Department 7600 - ANIMAL CONTROL Total:	43,072.28
Department : 8700 - COUNTY AGENT					
RONDA LEHMAN	7062021	POSTAGE	POSTAGE	001-8700-3120	39.35
				Department 8700 - COUNTY AGENT Total:	39.35
				Fund 001 - GENERAL FUND Total:	149,919.43
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
BRAUNTEX MATERIALS, INC.	123509	ACCT # 1600	FLEX BASE MATERIALS	002-1101-3143	29,967.60
ERGON ASPHALT AND EMULSI...	9402495720	Ergon Asphalt Blanket Purchas...	DUST CONTROL	002-1101-4620	4,310.41
SCHMIDT & SONS, INC	0480377-IN	CUST # 05-CALDCO CHEV DEL...	LUBRICANTS	002-1101-3170	283.50
BRAUNTEX MATERIALS, INC.	124057	RFB 20CCP06B Road Materials	FLEX BASE MATERIALS	002-1101-3143	17,803.20
HOFMANN'S SUPPLY	852096	CUST # 01734 ACETYLENE SM...	RENTALS	002-1101-4610	119.84
ERGON ASPHALT AND EMULSI...	9402498886	# 912994 PUMP CHARGES	DUST CONTROL	002-1101-4620	90.00
CARD SERVICE CENTER	72021	CARD ENDS W/1237	OPERATING SUPPLIES	002-1101-3130	3.50
DOUCET & ASSOCIATES, INC	2106013	Engineer Services Harwood Rd...	HARWOOD RD.-CULVERT	002-1101-3138	663.75
BRAUNTEX MATERIALS, INC.	124206	RFB 20CCP06B Road Materials	FLEX BASE MATERIALS	002-1101-3143	12,050.40
JOHN DEERE FINANCIAL	2107-023539	ACCT # 1-99 MOTOMIX GALL...	OPERATING SUPPLIES	002-1101-3130	150.91
LOCKHART HARDWARE	37838 /1	CUST # 11239 PAINT/VARN ST...	OPERATING SUPPLIES	002-1101-3130	124.08
LOCKHART HARDWARE	37845 /1	CUST # 11239 SPRYPNT TNT F...	OPERATING SUPPLIES	002-1101-3130	62.05
SOUTHERN TIRE MART, LLC	4650081961	CUST # 0142726 G CARL ROAD..	TIRES	002-1101-3190	217.00
LOCKHART HARDWARE	37849 /1	CUST # 11239 DRILL/IMPACT K..	OPERATING SUPPLIES	002-1101-3130	209.99
LOCKHART HARDWARE	37858 /1	CUST # 11239 SCREWS, NUTS,...	OPERATING SUPPLIES	002-1101-3130	30.66
LOCKHART HARDWARE	37870 /1	CUST # 11239 AUTO UTILITY ...	OPERATING SUPPLIES	002-1101-3130	179.99
LOCKHART HARDWARE	37877 /1	CUST # 11239 SMALL ENGINE ...	OPERATING SUPPLIES	002-1101-3130	199.99
LOCKHART HARDWARE	37878 /1	CUST # 11239 DECK SCREW # ...	OPERATING SUPPLIES	002-1101-3130	112.52
THERMO-FLUIDS, INC	86538240	BILLING ACCT # CA69545 SERV...	OPERATING SUPPLIES	002-1101-3130	61.95
THERMO-FLUIDS, INC	86691214	BILLING ACCT # CA69545 SERV...	OPERATING SUPPLIES	002-1101-3130	153.30
				Department 1101 - ADMINISTRATION Total:	66,794.64
Department : 1102 - VEHICLE MAINTENANCE					
SEAN MATTHEW MANN	123554	ACCT # 2010 CABIN AIR FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	-48.99
SEAN MATTHEW MANN	124974	ACCT # 2010 NAPA GOLD FUEL...	SUPPLIES & SMALL TOOLS	002-1102-3136	-113.28
SEAN MATTHEW MANN	127822	ACCT # 2010 CAB FLTR	SUPPLIES & SMALL TOOLS	002-1102-3136	181.16
SEAN MATTHEW MANN	127914	ACCT # 2010 BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	94.39
SEAN MATTHEW MANN	127928	ACCT # 2010 2.5 DEF	SUPPLIES & SMALL TOOLS	002-1102-3136	110.60
SEAN MATTHEW MANN	128005	ACCT # 2010 NAPA HYDRAULI...	SUPPLIES & SMALL TOOLS	002-1102-3136	40.02
SEAN MATTHEW MANN	128089	CUST # 2010 NAPAGOLD OIL F...	SUPPLIES & SMALL TOOLS	002-1102-3136	310.43
ASSOCIATED SUPPLY COMPAN...	SWO174045-1	CUST # BP0068193 FIELD REPA...	REPAIRS & MAINTENANCE	002-1102-4510	478.25
SEAN MATTHEW MANN	128147	ACCT # 2010 MYSTIK HI-TEMP...	SUPPLIES & SMALL TOOLS	002-1102-3136	38.00

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BOEHM TRACTOR SALES, INC.	CT197577	ACCT # C03021 KEY	SUPPLIES & SMALL TOOLS	002-1102-3136	29.99
ASSOCIATED SUPPLY COMPAN...	PSO250765-1	CUST # BP0068193 WIPER BL...	SUPPLIES & SMALL TOOLS	002-1102-3136	221.76
SEAN MATTHEW MANN	128225	ACCT # 2010 NAPAP HYDRAUL...	SUPPLIES & SMALL TOOLS	002-1102-3136	110.50
Department 1102 - VEHICLE MAINTENANCE Total:					1,452.83
Department : 1103 - FLEET MAINTENANCE					
BRIDGESTONE RETAIL OPERAT...	164899	LIC # 1364043 TX	REPAIRS & MAINTENANCE	002-1103-4510	199.99
XL PARTS, LLC	0416XV6417	SERVICE CHARGES FOR 10/31/...	OPERATING SUPPLIES	002-1103-3135	9.69
SEAN MATTHEW MANN	128076	ACCT # 6000 NAPA GOLD OIL F...	OPERATING SUPPLIES	002-1103-3135	276.10
SEAN MATTHEW MANN	128101	CUST # 6000 NAPA GOLD AIR F..	OPERATING SUPPLIES	002-1103-3135	95.52
Department 1103 - FLEET MAINTENANCE Total:					581.30
Fund 002 - UNIT ROAD FUND Total:					68,828.77
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
RELX INC. DBA LEXISNEXIS	3093338687	ACCT # 422NHLBG4 BILLING P...	OTHER CAPITAL OUTLAY	005-1000-5910	430.00
Department 1000 - DEPARTMENTS - Header Total:					430.00
Fund 005 - LAW LIBRARY FUND Total:					430.00
Fund: 008 - RECORDS MANAGEMENT FUND					
Department : 2000 - DIST CLERK EXPENSES					
DATABANK IMX, LLC	61001284	Hardware Mainenance Renew...	REPAIRS & MAINTENANCE	008-2000-4510	1,077.00
Department 2000 - DIST CLERK EXPENSES Total:					1,077.00
Fund 008 - RECORDS MANAGEMENT FUND Total:					1,077.00
Fund: 010 - GRANT FUND - GENERAL					
Department : 1000 - DEPARTMENTS - Header					
TRACY GRAGG	7082021	58 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	145.00
TOM BLACKWELL	7082021	57 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	142.50
AARON FRIAR	7082021	10 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	25.00
BILL PERRIRAZ	7082021	41 HOG BOUNTY	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	102.50
CARROL WAYNE HODNETT	7082021	36 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	90.00
RICHARD GRAGG	7082021	57 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	142.50
BENNY PERRIRAZ	7082021	71 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	177.50
TRAVIS C. FAIRCHILD	7082021	57 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	142.50
BRUCE WITTIG	7082021	12 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	30.00
ALFRED HILLHOUSE	7082021	71 TAILS	MISCELLANEOUS--OTHER-Feral..	010-1000-4850	177.50
Department 1000 - DEPARTMENTS - Header Total:					1,175.00
Fund 010 - GRANT FUND - GENERAL Total:					1,175.00
Fund: 013 - CAPITAL PROJECTS FUND					
Department : 4300 - COUNTY SHERIFF					
LOCKHART HARDWARE	036311 /1	CUST # 11239 ACE RED SPRAY...	Front Office Upgrades	013-4300-5245	35.22
Department 4300 - COUNTY SHERIFF Total:					35.22
Department : 4310 - COUNTY JAIL					
JOHNSON CONTROLS, INC	44548964	Johnson Controls Caldwell Co...	MACHINERY & EQUIP-JOHNS...	013-4310-5312	52,137.00
Department 4310 - COUNTY JAIL Total:					52,137.00
Department : 6520 - BUILDING MAINTENANCE					
JOHNSON CONTROLS, INC	44548964	Johnson Controls Caldwell Co...	MACHINERY & EQUIP-JOHNS...	013-6520-5312	61,367.00
Department 6520 - BUILDING MAINTENANCE Total:					61,367.00
Fund 013 - CAPITAL PROJECTS FUND Total:					113,539.22
Fund: 015 - LEOSE-Constables					
Department : 4323 - CONSTABLES - PCT 3					
CARD SERVICE CENTER	72021	CARD ENDS W/1237	Training-LEOSE-Constable #3	015-4323-4810	150.00
Department 4323 - CONSTABLES - PCT 3 Total:					150.00
Department : 4324 - CONSTABLES - PCT 4					
THE POLICE AND SHERIFFS PRE...	141758	16 ID CARD - HOLOVIEW ID CA...	Training-LEOSE-Constable #4	015-4324-4810	249.15

Expense Approval Register

Packet: APPKT06185 - 7/27/21 A/P & PO'S

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount
GT DISTRIBUTORS, INC.	INV0850783	CUST ID: 006679 CCI 9MM 12...	Training-LEOSE-Constable #4	015-4324-4810	159.92
			Department	4324 - CONSTABLES - PCT 4 Total:	409.07
			Fund	015 - LEOSE-Constables Total:	559.07
			Grand Total:		335,528.49

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	149,919.43
002 - UNIT ROAD FUND	68,828.77
005 - LAW LIBRARY FUND	430.00
008 - RECORDS MANAGEMENT FUND	1,077.00
010 - GRANT FUND - GENERAL	1,175.00
013 - CAPITAL PROJECTS FUND	113,539.22
015 - LEOSE-Constables	559.07
Grand Total:	335,528.49

Account Summary

Account Number	Account Name	Expense Amount
001-1281	TICKETS - NET DATA (ne...	258.00
001-2120-4260	TRANSPORTATION	282.24
001-2150-3110	OFFICE SUPPLIES	802.00
001-2150-3145	Remote Site Trans Fees	166.53
001-2300	DUE TO PARKS & WILDLIF...	170.00
001-2308	DUE TO ADR-Alternative D...	1,010.00
001-2730	DUE TO State-Failure to A...	2,346.00
001-2835	DUE TO GRAVES, HUMPH...	9,737.19
001-3200-3050	DUES & SUBSCRIPTIONS	75.00
001-3200-3110	OFFICE SUPPLIES	671.06
001-3200-4315	PUBLICATIONS	662.32
001-3200-4810	TRAINING	1,675.00
001-3230-3110	OFFICE SUPPLIES	167.87
001-3230-4080	ADULT - ATTY LITIGATION...	40.00
001-3230-4160	ADULT - INDIGENT ATTO...	10,055.00
001-3240-3110	OFFICE SUPPLIES	169.00
001-3240-4080	ADULT - ATTY LITIGATION...	15.00
001-3240-4160	ADULT - INDIGENT ATTO...	1,415.00
001-3251-3110	OFFICE SUPPLIES	200.66
001-3251-4810	TRAINING	40.00
001-3252-5310	MACHINERY AND EQUIP...	357.00
001-4300-3130	OPERATING SUPPLIES	1,437.06
001-4300-4610	RENTALS	179.16
001-4310-3100	FOOD SUPPLIES	7,115.31
001-4310-3130	OPERATING SUPPLIES	2,759.68
001-4310-4110	PROFESSIONAL SERVICES	1,799.00
001-4310-4510	REPAIRS & MAINTENANCE	989.38
001-6510-4100	MEDICAL DIRECTOR	1,000.00
001-6510-4110	PROFESSIONAL SERVICES	15,984.13
001-6510-4123	AUTOPSY	5,295.00
001-6510-4420	Telephone	70.15
001-6510-4610	RENTALS	468.30
001-6510-4870	HOG - OUT PROGRAM	1,175.00
001-6520-3130	OPERATING SUPPLIES	3,186.22
001-6520-3140	UNIFORMS	194.54
001-6520-3510	LULING ANNEX	22.90
001-6520-3540	L.W.SCOTT ANNEX-LOCK...	842.56
001-6520-3550	JUDICIAL CENTER-LOCKH...	479.43
001-6520-4510	REPAIRS & MAINTENANCE	4,942.00
001-6520-4610	RENTALS	305.32
001-6550-3110	OFFICE SUPPLIES	1,796.22
001-6550-3120	POSTAGE	54.64
001-6550-4420	TELEPHONE	320.00
001-6550-4510	REPAIRS & MAINTENANCE	1.64
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-4420	TELEPHONE	74.00
001-6560-4810	TRAINING	2,052.62
001-6570-3110	OFFICE SUPPLIES	490.90

Account Summary

Account Number	Account Name	Expense Amount
001-6570-4260	TRANSPORTATION	130.48
001-6590-5310	MACHINERY AND EQUIP...	2,108.67
001-6610-3110	OFFICE SUPPLIES	18.88
001-6610-4510	REPAIRS & MAINTENANCE	1,073.84
001-6610-4840	Outside Services	750.00
001-6610-5310	MACHINERY AND EQUIP...	17,751.50
001-6630-3110	OFFICE SUPPLIES	287.99
001-6640-4610	RENTALS	456.92
001-6640-4810	TRAINING	90.00
001-6650-4420	TELEPHONE	222.00
001-6650-4510	REPAIRS & MAINTENANCE	144.00
001-6650-4515	Repairs & Maintenance - ...	23.99
001-6650-5310	MACHINERY AND EQUIP...	349.50
001-7600-4114	ANIMAL CONTROL EXPEN...	43,072.28
001-8700-3120	POSTAGE	39.35
002-1101-3130	OPERATING SUPPLIES	1,288.94
002-1101-3138	HARWOOD RD.-CULVERT	663.75
002-1101-3143	FLEX BASE MATERIALS	59,821.20
002-1101-3170	LUBRICANTS	283.50
002-1101-3190	TIRES	217.00
002-1101-4610	RENTALS	119.84
002-1101-4620	DUST CONTROL	4,400.41
002-1102-3136	SUPPLIES & SMALL TOOLS	974.58
002-1102-4510	REPAIRS & MAINTENANCE	478.25
002-1103-3135	OPERATING SUPPLIES	381.31
002-1103-4510	REPAIRS & MAINTENANCE	199.99
005-1000-5910	OTHER CAPITAL OUTLAY	430.00
008-2000-4510	REPAIRS & MAINTENANCE	1,077.00
010-1000-4850	MISCELLANEOUS--OTHER...	1,175.00
013-4300-5245	Front Office Upgrades	35.22
013-4310-5312	MACHINERY & EQUIP-JO...	52,137.00
013-6520-5312	MACHINERY & EQUIP-JO...	61,367.00
015-4323-4810	Training-LEOSE-Constable...	150.00
015-4324-4810	Training-LEOSE-Constable...	409.07
	Grand Total:	335,528.49

Project Account Summary

Project Account Key	Expense Amount
None	335,528.49
Grand Total:	335,528.49



Caldwell County, TX

Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number AAAPLU	Vendor Name AAA AUGER PLUMBING SERVICES					Total Vendor Amount 587.50
Payment Type Check	Payment Number	Remittance Address 8234 Ferguson Cut Off Austin, Texas 78724-	Payment Date 07/20/2021	Payment Amount 587.50		
Payable Number 27205841	Description AAA Auger Plumbing	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 587.50	

Vendor Number AARFRI	Vendor Name AARON FRIAR					Total Vendor Amount 50.00
Payment Type Check	Payment Number	Remittance Address 5491 PETTYTOWN ROAD RED ROCK, Texas 78662-	Payment Date 07/20/2021	Payment Amount 50.00		
Payable Number 7082021	Description 10 TAILS	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 50.00	

Vendor Number ADATEC	Vendor Name ADAPTIVE TECHNOLOGY SYSTEMS					Total Vendor Amount 16,514.00
Payment Type Check	Payment Number	Remittance Address 21015 Plum Ranch Garden Ridge, Texas 78266-	Payment Date 07/20/2021	Payment Amount 16,514.00		
Payable Number 01060	Description New Fortigate Firewall	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 750.00	
Payable Number 0970	Description Firewall Renewal	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 15,764.00	

Vendor Number ALDOS	Vendor Name AL DOS SANTOS					Total Vendor Amount 130.48
Payment Type Check	Payment Number	Remittance Address 194 RABBIT TRAIL DALE, Texas 78616-	Payment Date 07/20/2021	Payment Amount 130.48		
Payable Number 62021	Description MAY & JUNE 2021 ASSIST VETERANS W/ PAPER WORK	Payable Date 07/09/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 68.88	
Payable Number 7082021	Description MARCH & APRIL 2021 ASSIST VETERANS W/ PAPERWORK	Payable Date 05/02/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 61.60	

Vendor Number ALFHIL	Vendor Name ALFRED HILLHOUSE					Total Vendor Amount 355.00
Payment Type Check	Payment Number	Remittance Address 3450 CALLAHAN ROAD LULING, Texas 78648-	Payment Date 07/20/2021	Payment Amount 355.00		
Payable Number 7082021	Description 71 TAILS	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 355.00	

Vendor Number ALTAUS	Vendor Name ALTEX ELECTRONICS					Total Vendor Amount 470.09
Payment Type Check	Payment Number	Remittance Address 9914 N IH35 AUSTIN,, Texas 78753-	Payment Date 07/20/2021	Payment Amount 470.09		
Payable Number ORDER # INVAUS11692	Description # N30 WAVENET BLUE CAT6	Payable Date 05/18/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 470.09	

Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Vendor Number <u>AMACOM</u>	Vendor Name AMAZON.COM SALES, INC				Total Vendor Amount 3,381.61
Payment Type Check	Payment Number	Remittance Address Amazon Capital Services PO Box 035184 SEATTLE, Washington 98124-5184	Payment Date 07/20/2021	Payment Amount 3,381.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>14IV-G66G-6CQQ</u>	Solid State Hard Drives	07/06/2021	07/27/2021	0.00	930.89
<u>14R9-C4PP-1HRM</u>	Western Digital Purple 4TB Hard Drives	07/07/2021	07/27/2021	0.00	1,019.88
<u>1DMK-4DT9-D7VC</u>	ACCT # A283QXJ1JFKNJ HANDSET PHONE	06/24/2021	07/27/2021	0.00	14.38
<u>1G9H-VHG9-67JG</u>	ACCT # 1G9H-VHG9-67JG HDMI WALL PLATE	06/28/2021	07/27/2021	0.00	78.32
<u>1GHC-964P-LLQ3</u>	ACCT # A283QXJ1JFKNJ WEBOOST HOME ROOM CELL PHO	07/10/2021	07/27/2021	0.00	357.00
<u>1WPW-FFTK-JMGK</u>	Western Digital 4TB WD Purple Surveillance HD	06/29/2021	07/27/2021	0.00	614.40
<u>1XC6-GGKQ-6KNL</u>	ACCT # A283QXJ1JFKNJ GEARLT 50-PACK, CAT 6 ETHER	06/24/2021	07/27/2021	0.00	148.92
<u>1YF1-C4GN-7YK4</u>	ACCT # A283QXJ1JFKNJ VICI BATTERY VB7-12 -12V	06/24/2021	07/27/2021	0.00	217.82

Vendor Number <u>ANGRAW</u>	Vendor Name ANGELA RAWLINSON				Total Vendor Amount 282.24
Payment Type Check	Payment Number	Remittance Address PO BOX 1400 LOCKHART, Texas 78644-	Payment Date 07/20/2021	Payment Amount 282.24	
Payable Number <u>70621</u>	Description TRAINING 6/27 & 7/01/2021	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 282.24

Vendor Number <u>ASCO</u>	Vendor Name ASSOCIATED SUPPLY COMPANY, INC				Total Vendor Amount 700.01
Payment Type Check	Payment Number	Remittance Address 12805 U.S. 290 MANOR, Texas 78653-	Payment Date 07/20/2021	Payment Amount 700.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>PSO250765-1</u>	CUST # BPO068193 WIPER BLADE	07/07/2021	07/27/2021	0.00	221.76
<u>SWQ174045-1</u>	CUST # BPO068193 FIELD REPAIR	07/06/2021	07/27/2021	0.00	478.25

Vendor Number <u>BARROB</u>	Vendor Name BARBARA J. ROBIRDS				Total Vendor Amount 1,455.00
Payment Type Check	Payment Number	Remittance Address 6708 MANCHACA RD., UNIT 30 AUSTIN, Texas 78745-	Payment Date 07/20/2021	Payment Amount 1,455.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>21-150</u>	CAUSE # 21-150 JOSHUA MCKAY	07/02/2021	07/27/2021	0.00	450.00
<u>47452</u>	CAUSE # 47452 ZACHARIAH ASUQUO	06/25/2021	07/27/2021	0.00	600.00
<u>48641</u>	CAUSE # 48641 JOHN DEARING	06/21/2021	07/27/2021	0.00	405.00

Vendor Number <u>BENPER</u>	Vendor Name BENNY PERRIRAZ				Total Vendor Amount 355.00
Payment Type Check	Payment Number	Remittance Address 3782 BARBER LANE ROBSTOWN, Texas 78380-	Payment Date 07/20/2021	Payment Amount 355.00	
Payable Number <u>7082021</u>	Description 71 TAILS	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 355.00

Vendor Number <u>BILPER</u>	Vendor Name BILL PERRIRAZ				Total Vendor Amount 205.00
Payment Type Check	Payment Number	Remittance Address 670 SOUTH LANE LOCKHART, Texas 78644-	Payment Date 07/20/2021	Payment Amount 205.00	
Payable Number <u>7082021</u>	Description 41 HOG BOUNTY	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 205.00

Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Vendor Number <u>BLUETR</u>	Vendor Name BLUEBONNET TRAILS MHMR					Total Vendor Amount 1,500.00
Payment Type Check	Payment Number	Remittance Address 1009 N. GEORGETOWN ST. ROUND ROCK, Texas 78644	Payment Date 07/20/2021	Payment Amount 1,500.00		
Payable Number <u>27062021</u>	Description ANASAZI VENDOR # 5915 MUNI'S VENDOR # 27	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 1,500.00	

Vendor Number <u>BOETRA</u>	Vendor Name BOEHM TRACTOR SALES, INC.					Total Vendor Amount 29.99
Payment Type Check	Payment Number	Remittance Address P.O. BOX 1102 SHINER, Texas 77984	Payment Date 07/20/2021	Payment Amount 29.99		
Payable Number <u>CT197577</u>	Description ACCT # C03021 KEY	Payable Date 07/07/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 29.99	

Vendor Number <u>BRAMAT</u>	Vendor Name BRAUNTEX MATERIALS, INC.					Total Vendor Amount 59,821.20
Payment Type Check	Payment Number	Remittance Address PO BOX 312622 NEW BRAUNFELS, Texas 78131-2622	Payment Date 07/20/2021	Payment Amount 59,821.20		
Payable Number <u>123509</u>	Description ACCT # 1600	Payable Date 06/21/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 29,967.60	
Payable Number <u>124057</u>	Description RFB 20CCP06B Road Materials	Payable Date 06/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 17,803.20	
Payable Number <u>124206</u>	Description RFB 20CCP06B Road Materials	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 12,050.40	

Vendor Number <u>FIRSTO</u>	Vendor Name BRIDGESTONE RETAIL OPERATIONS, LLC					Total Vendor Amount 199.99
Payment Type Check	Payment Number	Remittance Address PO BOX 403727 ATLANTA, Georgia 30384-3727	Payment Date 07/20/2021	Payment Amount 199.99		
Payable Number <u>164899</u>	Description LIC # 1364043 TX	Payable Date 01/13/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 199.99	

Vendor Number <u>BRUWIT</u>	Vendor Name BRUCE WITTIG					Total Vendor Amount 60.00
Payment Type Check	Payment Number	Remittance Address 4320 SENDERO DRIVE AUSTIN, Texas 78735-	Payment Date 07/20/2021	Payment Amount 60.00		
Payable Number <u>7082021</u>	Description 12 TAILS	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 60.00	

Vendor Number <u>CARSER</u>	Vendor Name CARD SERVICE CENTER					Total Vendor Amount 877.08
Payment Type Check	Payment Number	Remittance Address PO BOX 569100 DALLAS, Texas 75356-9100	Payment Date 07/20/2021	Payment Amount 877.08		
Payable Number <u>72021</u>	Description CARD ENDS W/1237	Payable Date 07/13/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 877.08	

Vendor Number <u>WAYHQD</u>	Vendor Name CARROL WAYNE HODNETT					Total Vendor Amount 180.00
Payment Type Check	Payment Number	Remittance Address 249 PINCEA PLACE SAN MARCOS, Texas 78666-	Payment Date 07/20/2021	Payment Amount 180.00		
Payable Number <u>7082021</u>	Description 36 TAILS	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 180.00	

Payment Register

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Vendor Number CENDIS	Vendor Name CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, INC				Total Vendor Amount 1,010.00
Payment Type Check	Payment Number	Remittance Address 300 CM ALLEN PARKWAY, SUITE 400 SAN MARCOS, Texas 78666-	Payment Date 07/20/2021	Payment Amount 1,010.00	
Payable Number 7082021	Description FEES FOR JUNE 2021	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 1,010.00

Vendor Number CENAUT	Vendor Name CENTRAL TEXAS AUTOPSY, PLLC				Total Vendor Amount 4,900.00
Payment Type Check	Payment Number	Remittance Address 1515 S. COMMERCE ST. LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 4,900.00	
Payable Number 13407	Description Autopsy Blanket PO	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 2,100.00
Payable Number 13410	Description CTA 320-20: TREY D. SIMMONS, PERFORMED 12/11/2020	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 2,800.00

Vendor Number CENREF	Vendor Name CENTRAL TEXAS REFUSE, INC				Total Vendor Amount 762.24
Payment Type Check	Payment Number	Remittance Address P.O. BOX 18685 AUSTIN, Texas 78760-8685	Payment Date 07/20/2021	Payment Amount 762.24	
Payable Number 0000349506	Description Blanket PO Central Texas Refuse	Payable Date 06/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 762.24

Vendor Number CENAIR	Vendor Name CENTURY HVAC DISTRIBUTING				Total Vendor Amount 1,445.00
Payment Type Check	Payment Number	Remittance Address PO BOX 301290 DALLAS, Texas 75303-1290	Payment Date 07/20/2021	Payment Amount 1,445.00	
Payable Number 8256086	Description Order 7946297 Refrigerant	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 1,445.00

Vendor Number CHALAU	Vendor Name CHARLES E. LAURENCE, M.D.				Total Vendor Amount 1,000.00
Payment Type Check	Payment Number	Remittance Address 1301 SOUTH MEDINA LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 1,000.00	
Payable Number July Invoice	Description Medical Director	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 1,000.00

Vendor Number CINTAS	Vendor Name CINTAS CORPORATION #86				Total Vendor Amount 194.54
Payment Type Check	Payment Number	Remittance Address PO BOX 650838 DALLAS, Texas 75265-0838	Payment Date 07/20/2021	Payment Amount 194.54	
Payable Number 4088194236	Description SOLD TO # 13228013 PAYER # 13242157	Payable Date 06/24/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 97.27
Payable Number 4088772613	Description SOLD TO # 13228013 PAYER # 13242157	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 97.27

Vendor Number CITLOC	Vendor Name CITY OF LOCKHART				Total Vendor Amount 43,072.28
Payment Type Check	Payment Number	Remittance Address P.O. BOX 239 LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 974.17	
Payable Number ASL 21-010	Description Animal Shelter - Cats/Dogs Fees Emancipet Invoices	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 974.17
Check	Payment Number	Remittance Address P.O. BOX 239 LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 42,098.11	
Payable Number ASV 21-Q3	Description 237 DOGS / 86 CATS APRIL - JUNE 2021	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 42,098.11

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Vendor Number Vendor Name Total Vendor Amount
[CLIMCC](#) CLIFFORD W. MCCORMACK 1,675.00

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check 174 S. GUADALUPE, SUITE 106 07/20/2021 1,675.00
 SAN MARCOS, Texas 78666

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-364	CAUSE # 20-364 CARLOS BERMUDEZ	07/13/2021	07/27/2021	0.00	880.00
21-069	CAUSE # 21-069 GARRETT LEE DUCKWORTHY	07/13/2021	07/27/2021	0.00	795.00

Vendor Number Vendor Name Total Vendor Amount
[DISOJ](#) DARLON JAMES SOJAK 300.00

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check 1597 SANDY CREEK ROAD 07/20/2021 300.00
 RED ROCK, Texas 78662-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21-146	CAUSE # 21-146 JAMES FOWLER	07/14/2021	07/27/2021	0.00	300.00

Vendor Number Vendor Name Total Vendor Amount
[DATIMX](#) DATABANK IMX, LLC 1,077.00

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check PO BOX 829878 07/20/2021 1,077.00
 PHILADELPHIA, Pennsylvania 19182-9878

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
61001284	Hardware Mainenance Renewal	07/01/2021	07/27/2021	0.00	1,077.00

Vendor Number Vendor Name Total Vendor Amount
[DELINC](#) DELL MARKETING L.P. 2,108.67

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check C/O DELL USA L.P. 07/20/2021 2,108.67
 P.O. BOX 676021
 DALLAS, Texas 75267-6021

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10500888301	CUST # 2120993	07/02/2021	07/27/2021	0.00	2,108.67

Vendor Number Vendor Name Total Vendor Amount
[DEVCOE](#) DEVANTE COE 557.67

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check 221 PEACH, APT. 1008 07/20/2021 557.67
 LULING, Texas 78648-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000030	Blanket PO for Devante Coe	07/09/2021	07/27/2021	0.00	557.67

Vendor Number Vendor Name Total Vendor Amount
[DEWPOT](#) DEWITT POTH & SON 1,255.38

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check Payment Number Remittance Address Payment Date Payment Amount
 Check PO BOX 487 07/20/2021 1,255.38
 YOAKUM, Texas 77995

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
615030-2_ORIGINAL	ACCT # 12430 PEN, ENRGLRTX, .7MM, BE UPC	08/11/2020	07/27/2021	0.00	82.00
629426-0	CUST # 12430 DIGITAL COPIER	12/23/2020	07/27/2021	0.00	1.62
632482-0	ACCT # 12430 DIGITAL COPIER	01/25/2021	07/27/2021	0.00	0.02
645394-0	ACCT # 12430 CHIME, WIRELESS, W/RECEIVER	05/27/2021	07/27/2021	0.00	69.57
648576-0	ACCT # 12430 ENVELOPE, CD, WINDOW,WE,250PK	07/01/2021	07/27/2021	0.00	301.95
648576-1	ACCT # 12430 DVD-R, 16X,4.7GB, 120MIN, 100	07/02/2021	07/27/2021	0.00	167.28
648589-0	ACCT # 12430 PEN, PROFILE, RETRCT, 1.4MMJ,BE	07/01/2021	07/27/2021	0.00	102.87
648984-0	ACCT # 12430 CARD, MEM, SDHC, MICRO & A	07/08/2021	07/27/2021	0.00	81.83
648993-0	ACCT # 12430 ENVELOPES	07/08/2021	07/27/2021	0.00	169.00
649155-0	ACCT # 12430 TAPE, RL, TRANS, 3/4 X 1000, 12PK	07/12/2021	07/27/2021	0.00	117.39
649155-1	ACCT # 12430 WIPE, DSNFCT, LYSOL, LEM/LIME	07/13/2021	07/27/2021	0.00	17.85
649156-0	ACCT # 12430 SPOTPAPER - LETTER	07/12/2021	07/27/2021	0.00	144.00

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Vendor Number	Vendor Name				Total Vendor Amount
DOUASS	DOUCET & ASSOCIATES, INC				12,065.21
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	663.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106013	Engineer Services Harwood Rd FEMA Project	07/02/2021	07/27/2021	0.00	663.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	6,813.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106014	PROJECT R1911-100 CALDWELL COUNTY ENGINEERING SERV	07/02/2021	07/27/2021	0.00	6,813.96
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	198.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106015	PROJECT R1911-129-01 COURTS AT THE CREEK SITE PLAN	07/02/2021	07/27/2021	0.00	198.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	788.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106016	PROJECT R1911-131-01 CAMPAMENTO ELIM	07/02/2021	07/27/2021	0.00	788.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	962.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106017	PROJECT R1911-136-01 TOMMY CUEVAS FLOODPLAIN	07/02/2021	07/27/2021	0.00	962.50
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	132.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106018	PROJECT R1911-162-01 RANCHITOS AT DRY CREEK PRELIM	07/02/2021	07/27/2021	0.00	132.50
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	198.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106019	PROJECT R1911-171-01 MONTE SAGRADO PRELIM PLAT	07/02/2021	07/27/2021	0.00	198.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	385.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106020	PROJECT R1911-175-01 LUXOR RANCH PRELIM PLAT	07/02/2021	07/27/2021	0.00	385.00
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	530.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106021	PROJECT R1911-176-01 RIVER OAKS RANCH SUBDIVISION	07/02/2021	07/27/2021	0.00	530.00
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	463.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106022	PROJECT R1911-177-01 RIVER OAKS RANCH SUBDIVISION	07/02/2021	07/27/2021	0.00	463.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	265.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106023	PROJECT R1911-178-01 TUMBLEWEED ESTATES PRELIM PLA	07/02/2021	07/27/2021	0.00	265.00
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	132.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106024	PROJECT R1911-179-01 EDGE ELECTRIC	07/02/2021	07/27/2021	0.00	132.50
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	198.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106025	PROJECT R1911-180-01 AUSTIN SKYLINE LOT 17 REPLAT	07/02/2021	07/27/2021	0.00	198.75
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	198.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2106026	PROJECT R1911-181-01 KAT MARTINEZ SHORT FORM PLAT	07/02/2021	07/27/2021	0.00	198.75

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Check	74018 HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	07/20/2021	132.50				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2106027	PROJECT 1911-182-01 JOE PENNA SITE PLAN	07/02/2021	07/27/2021	0.00	132.50		
Vendor Number	Vendor Name				Total Vendor Amount		
EDWTHE	EDWARD ANTHONY THERIOT				527.62		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		5395 N US HWY 183 LOCKHART, Texas 78644		07/20/2021	527.62		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
7062021	TRAINING 6/28 - 7/01/2021	07/06/2021	07/27/2021	0.00	527.62		
Vendor Number	Vendor Name				Total Vendor Amount		
ERGASP	ERGON ASPHALT AND EMULSIONS, INC.				4,400.41		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		DEPT #2135 P O BOX 11407 BIRMINGHAM, Alabama 35246-2135		07/20/2021	4,400.41		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9402495720	Ergon Asphalt Blanket Purchase Order	06/25/2021	07/27/2021	0.00	4,310.41		
9402498886	# 912994 PUMP CHARGES	06/30/2021	07/27/2021	0.00	90.00		
Vendor Number	Vendor Name				Total Vendor Amount		
EWEAC	EWEAC				4,025.00		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		1218 Water Park Rd Wimberly, Texas 78676-		07/20/2021	4,025.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
05/28/2021-06/30/2021	servcies 9-22 to 10-31	07/10/2021	07/27/2021	0.00	4,025.00		
Vendor Number	Vendor Name				Total Vendor Amount		
FAIRWA	FAIRWAY SUPPLY, INC				375.00		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 116356 CARROLLTON, Texas 75011-6356		07/20/2021	375.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0159260-IN	CUST # 20CALDWE PROX ACCESS CARDS HID ALHID1326	06/29/2021	07/27/2021	0.00	375.00		
Vendor Number	Vendor Name				Total Vendor Amount		
FERRIOS	FERRIS JOSEPH PRODUCE, INC.				664.50		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		113 BUFKIN LN LOCKHART, Texas 78644		07/20/2021	664.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
117347	Blanket PO for Jail	06/29/2021	07/27/2021	0.00	46.00		
117350	Blanket PO for Jail	06/30/2021	07/27/2021	0.00	25.50		
117368	Blanket PO for Jail	07/01/2021	07/27/2021	0.00	76.25		
117373	Blanket PO for Jail	07/02/2021	07/27/2021	0.00	141.50		
117393	Blanket PO for Jail	07/03/2021	07/27/2021	0.00	109.50		
117394	Blanket PO for Jail	07/05/2021	07/27/2021	0.00	76.00		
117414	Blanket PD for Jail	07/07/2021	07/27/2021	0.00	63.50		
117427	Blanket PO for Jail	07/08/2021	07/27/2021	0.00	126.25		
Vendor Number	Vendor Name				Total Vendor Amount		
FIRNET	FIRST NET BUILT WITH AT&T				616.00		
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		PO BOX 6463 CAROL STREAM, Illinois 60197-6463		07/20/2021	616.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
287301244412X06032021	ACCT # 287301244412	05/25/2021	07/27/2021	0.00	308.00		
287301244412X07032021	ACCT # 287301244412	06/25/2021	07/27/2021	0.00	308.00		

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Vendor Number FLOPLU	Vendor Name FLOORS PLUS					Total Vendor Amount 4,942.00
Payment Type Check	Payment Number	Remittance Address PO BOX 128 LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 4,942.00		
Payable Number 848596	Description Vinyl Plank Flooring - Building Maintenance	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 4,942.00	

Vendor Number BUTBAK	Vendor Name FLOWERS BAKING CO. OF SAN ANTONIO					Total Vendor Amount 527.76
Payment Type Check	Payment Number	Remittance Address P.O. BOX 841940 DALLAS, Texas 75284	Payment Date 07/20/2021	Payment Amount 527.76		
Payable Number 3038384528	Description CUST # 0040078309 MIC 20 7" FL TOR	Payable Date 06/28/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 324.00	
Payable Number 3038384630	Description CUST # 0040078309	Payable Date 07/05/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 203.76	

Vendor Number GONBUJ	Vendor Name GONZALES BUILDING CENTER					Total Vendor Amount 934.16
Payment Type Check	Payment Number	Remittance Address 304 E HWY 90-A GONZALES,, Texas 78629	Payment Date 07/20/2021	Payment Amount 934.16		
Payable Number 50758751	Description CUST # CALD00 VINYL GLOVES POWDER FREE	Payable Date 05/24/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 479.43	
Payable Number 50760942	Description CUST # CALD00 GRIP THICK PHOSPHORIC ACID	Payable Date 06/10/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 454.73	

Vendor Number GOVFOR	Vendor Name GOVERNMENT FORMS AND SUPPLIES					Total Vendor Amount 1,195.56
Payment Type Check	Payment Number	Remittance Address P.O. BOX 3290 SIOUX CITY, Texas 51102-3290	Payment Date 07/20/2021	Payment Amount 1,195.56		
Payable Number 0327658	Description Voter Reg. Spanish APP VR SP	Payable Date 04/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 589.61	
Payable Number 0328467	Description Job 029307 Voter Registration 14" 3 on a sheet	Payable Date 06/22/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 605.95	

Vendor Number GRAING	Vendor Name GRAINGER					Total Vendor Amount 36.79
Payment Type Check	Payment Number	Remittance Address DEPT-841505548 PO BOX 419267 KANSAS CITY, Missouri 64141-6267	Payment Date 07/20/2021	Payment Amount 36.79		
Payable Number 9948251088	Description ACCT # 841505548 HASP, FIXED, NATURAL	Payable Date 06/29/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 19.56	
Payable Number 9948463642	Description ACCT # 841505548 DISPOSABLE RESPIRATOR, UNIVERSAL	Payable Date 06/29/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 17.23	

Vendor Number GHS LTD	Vendor Name GRAVES, HUMPHRIES, STAHL, LTD					Total Vendor Amount 9,737.19
Payment Type Check	Payment Number	Remittance Address GHS, LTD 1101 ENTERPRISE DRIVE SULPHUR SPRINGS, Texas 75482	Payment Date 07/20/2021	Payment Amount 9,737.19		
Payable Number 62021	Description COLLECTIONS FOR JUNE 2021	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 9,737.19	

Vendor Number GTQDIST	Vendor Name GT DISTRIBUTORS, INC.					Total Vendor Amount 159.92
Payment Type Check	Payment Number	Remittance Address PO BOX 16080 AUSTIN, Texas 78761-6080	Payment Date 07/20/2021	Payment Amount 159.92		
Payable Number INV0850783	Description CUST ID: 006679 CCI 9MM 124GR FMJ BLAZER	Payable Date 06/29/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 159.92	

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Vendor Number HOFSUP	Vendor Name HOFMANN'S SUPPLY					Total Vendor Amount 119.84
Payment Type Check	Payment Number	Remittance Address 440 S. GUADALUPE SAN MARCOS, Texas 78666	Payment Date 07/20/2021	Payment Amount 119.84		
Payable Number 852096	Description CUST # 01734 ACETYLENE SMALL	Payable Date 06/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 119.84	

Vendor Number HOMCAM	Vendor Name HOMER P. CAMPBELL					Total Vendor Amount 1,455.00
Payment Type Check	Payment Number	Remittance Address 100 E. WHITESTONE BLVD., SUITE 148-272 CEDAR PARK, Texas 78613-	Payment Date 07/20/2021	Payment Amount 1,455.00		
Payable Number 20-185	Description CAUSE # 20-185 DAVID MCANALLY	Payable Date 07/13/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 800.00	
Payable Number 21-098	Description CAUSE # 21-098 THOMAS MACDONALD	Payable Date 07/13/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 655.00	

Vendor Number HVAPLU	Vendor Name INSIDE AIR INVESTMENT GROUP INC					Total Vendor Amount 393.56
Payment Type Check	Payment Number	Remittance Address 34 EAST GERMANTOWN PIKE, SUITE 185 NORRISTOWN, Pennsylvania 19401-	Payment Date 07/20/2021	Payment Amount 393.56		
Payable Number 111398	Description Blow Motor for A.C Unit Building Maintenance	Payable Date 06/22/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 393.56	

Vendor Number FARPLA	Vendor Name JOHN DEERE FINANCIAL					Total Vendor Amount 545.83
Payment Type Check	Payment Number	Remittance Address P.O. BOX 650215 DALLAS, Texas 75265-0215	Payment Date 07/20/2021	Payment Amount 545.83		
Payable Number 2106-007939	Description ACCT # 1-99 FLY TRAP ATTRCTNT REFILL	Payable Date 06/14/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 34.15	
Payable Number 2106-013768	Description ACCT # 1-99 PRUNER BYPS LOPPR DULNK	Payable Date 06/22/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 88.96	
Payable Number 2106-014353	Description ACCT # 1-99 TAPE ELECT3/4X60 VYL	Payable Date 06/23/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 14.08	
Payable Number 2106-015225	Description ACCT # 1-99 EXTENSION OCT BX 1 1/2" D	Payable Date 06/24/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 22.90	
Payable Number 2107-023434	Description ACCT # 1-99 FLOOR FAN HV 20"	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 137.98	
Payable Number 2107-023539	Description ACCT # 1-99 MOTOMIX GALLON	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 150.91	
Payable Number 2107-023707	Description ACCT # 1-99 TANK SPRAYER ORTHO	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 24.99	
Payable Number 2107-024903	Description ACCT # 1-99 HEX NUTS 1/8 PK/12	Payable Date 07/07/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 44.37	
Payable Number 2107-025364	Description ACCT # 1-99 6-32X 1-1/2 PH PN MACHINE	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 27.49	

Vendor Number BARWRE	Vendor Name JOHN L. BARRON SR.					Total Vendor Amount 144.00
Payment Type Check	Payment Number	Remittance Address 1400 S. COMMERCE ST. LOCKHART, Texas 78644-	Payment Date 07/20/2021	Payment Amount 144.00		
Payable Number 17283	Description LICENSE # 111-0940 TX	Payable Date 06/28/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 144.00	

Vendor Number JOHCON	Vendor Name JOHNSON CONTROLS, INC					Total Vendor Amount 113,504.00
Payment Type Check	Payment Number	Remittance Address PO BOX 730068 DALLAS, Texas 75373-	Payment Date 07/20/2021	Payment Amount 113,504.00		
Payable Number 44548964	Description Johnson Controls Caldwell County Project FY20-21	Payable Date 06/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 113,504.00	

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Vendor Number Vendor Name **Total Vendor Amount**
[LEGTRI](#) LEGENDS TRI-COUNTY FUNERAL SERVICES 395.00

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 101-B CENTERPOINT RD 07/20/2021 395.00
 SAN MARCOS, Texas 78666-

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[2020/086](#) JAYLEN MALIC ALLEN / DOT: 6/01/2021 06/30/2021 07/27/2021 0.00 395.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[LEXRIS](#) LEXISNEXIS RISK DATA MANAGEMENT 50.00

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 28330 NETWORK PLACE 07/20/2021 50.00
 CHICAGO, Illinois 60673-1283

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[1623451-20210630](#) Background checks on deceased 06/30/2021 07/27/2021 0.00 50.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[LIVFEE](#) LIVENGGOOD FEED STORE 256.23

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check PO BOX 1080 07/20/2021 256.23
 LOCKHART, Texas 78644

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[LOINV000233932](#) CUST # 1C250 ALFALFA SQUARE BALE 06/02/2021 07/27/2021 0.00 19.00
[LOINV000234223](#) CUST # 1C250 ALFALFA SQUARE BALE 06/05/2021 07/27/2021 0.00 71.92
[LOINV000234931](#) CUST # 1C250 COASTAL SQUARE BALE 06/17/2021 07/27/2021 0.00 51.65
[LOINV000235589](#) CUST # 1C250 ROUND UP SPRAY 06/28/2021 07/27/2021 0.00 62.01
[LOINV000236317](#) CUST # 1C250 COASTAL SQUARE BALE 07/09/2021 07/27/2021 0.00 51.65

Vendor Number **Vendor Name** **Total Vendor Amount**
[LOCTRU](#) LOCKHART HARDWARE 1,582.13

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 518 W SAN ANTONIO 07/20/2021 1,582.13
 LOCKHART, Texas 78644-

Payable Number **Description** **Payable Date** **Due Date** **Discount Amount** **Payable Amount**
[036311 /1](#) CUST # 11239 ACE RED SPRAY SAFETY 03/11/2021 07/27/2021 0.00 35.22
[37498 /1](#) CUST # 11239 CONNECT 90 FLX BX 3/8" 06/10/2021 07/27/2021 0.00 20.61
[37503 /1](#) CUST # 11239 BOX SWITCH 2-1/2" D OW 06/10/2021 07/27/2021 0.00 25.77
[37569 /1](#) CUST # 11239 WALLPLAT 1G GFCl DECOR LA 06/15/2021 07/27/2021 0.00 5.94
[37584 /1](#) CUST # 11239 COBALT DRILL BIT 1/8" 06/16/2021 07/27/2021 0.00 6.38
[37589 /1](#) CUST # 11239 C+K INT P&P SAT UWB 1GAL 06/16/2021 07/27/2021 0.00 37.99
[37596 /1](#) CUST # 11239 BOX SQ 1 1/2" 1/2" KO 06/16/2021 07/27/2021 0.00 15.49
[37658 /1](#) CUST # 11239 C+K INT P&P SAT UWB 5 GAL 06/21/2021 07/27/2021 0.00 184.58
[37714 /1](#) CUT # 11239 GEARWRENCH 6PC SET SAE 06/24/2021 07/27/2021 0.00 44.99
[37727 /1](#) CUST # 11239 SPRAYER DIAL-N-SPRAY 06/25/2021 07/27/2021 0.00 12.99
[37748 /1](#) CUST # 11239 RECEPTACLE WALLPLATE 2 GIV 06/28/2021 07/27/2021 0.00 20.00
[37757 /1](#) CUST # 11239 BATTERY ALKN AAA CD16 ACE 06/29/2021 07/27/2021 0.00 9.59
[37773 /1](#) CUST # 11239 GARDEN SPRAYER 2 GAL ACE 06/29/2021 07/27/2021 0.00 59.99
[37787 /1](#) CUST # 11239 BATTERY ALK AA 1.SV 16PK 06/30/2021 07/27/2021 0.00 15.99
[37798 /1](#) CUST # 11239 KNEEPADS AIRFLOW GEL 07/01/2021 07/27/2021 0.00 29.99
[37804 /1](#) CUST # 11239 LUXTREME 1/2 MILE LIGHT BEAM 07/01/2021 07/27/2021 0.00 112.97
[37838 /1](#) CUST # 11239 PAINT/VARN STRIP SPRY QT 07/06/2021 07/27/2021 0.00 124.08
[37841 /1](#) CUST # 11239 BOX SWITCH 2-1/2: D OW 07/06/2021 07/27/2021 0.00 24.36
[37845 /1](#) CUST # 11239 SPRYPNT TNT FLT BLK 100Z 07/06/2021 07/27/2021 0.00 62.05
[37849 /1](#) CUST # 11239 DRILL/IMPACT KIT 20V 07/07/2021 07/27/2021 0.00 209.99
[37858 /1](#) CUST # 11239 SCREWS, NUTS, & BOLTS 07/07/2021 07/27/2021 0.00 30.66
[37870 /1](#) CUST # 11239 AUTO UTILITY PUMP 1/4 HP 07/08/2021 07/27/2021 0.00 179.99
[37877 /1](#) CUST # 11239 SMALL ENGINE PARTS 07/08/2021 07/27/2021 0.00 199.99
[37878 /1](#) CUST # 11239 DECK SCREW # 8 X 2" 07/08/2021 07/27/2021 0.00 112.52

Payment Register

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Vendor Number Vendor Name **Total Vendor Amount**
[JCOJAN](#) M.B. HAMMO ENTERPRISES, LLC 1,353.88

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 101 UHLAND RD. BLDG. C 07/20/2021 1,353.88
 SAN MARCOS, Texas 78666

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9922	Jco Janitorial Supply Blanket PO	06/30/2021	07/27/2021	0.00	694.18
9952	Jco Janitorial Supply Blanket PO	07/07/2021	07/27/2021	0.00	659.70

Vendor Number Vendor Name **Total Vendor Amount**
[MARPLU](#) MARK'S PLUMBING PARTS 365.09

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check P.O. BOX 121554 07/20/2021 365.09
 FORT WORTH, Texas 76121-1554

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV001956756	CUST ID: 278898 WATTS 1/2" 009QT RPZ	07/08/2021	07/27/2021	0.00	365.09

Vendor Number Vendor Name **Total Vendor Amount**
[NETDAT](#) NET DATA 258.00

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 1110 ENTERPRISE DRIVE 07/20/2021 258.00
 SULPHUR SPRINGS, Texas 75482-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
62021	JUNE 2021	07/08/2021	07/27/2021	0.00	258.00

Vendor Number Vendor Name **Total Vendor Amount**
[OFFIDE](#) OFFICE DEPOT 2,292.01

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check PO BOX 88040 07/20/2021 2,292.01
 CHICAGO, Illinois 60680-1040

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
161055686001	Elections Supplies Order	03/08/2021	07/27/2021	0.00	79.78
161055947001	Elections Supplies Order	03/09/2021	07/27/2021	0.00	171.53
161055948001	Elections Supplies Order	03/09/2021	07/27/2021	0.00	286.58
161055949001-1	Elections Supplies Order	03/09/2021	07/27/2021	0.00	15.99
172507092001	ACCT # 43682634 PAPER, COPY, 10-REAMS/CA,W	05/07/2021	07/27/2021	0.00	169.29
172525229001	ACCT # 43682634 STAMP, SELF INK .38X1.75	05/07/2021	07/27/2021	0.00	21.99
172948992001	ACCT # 43682634 OD DUR VW 1" BINDER WHIT	05/10/2021	07/27/2021	0.00	60.43
173141173001	ACCT # 43682634 USB, 2.0, SPORTBLACK, 64G,	05/17/2021	07/27/2021	0.00	129.98
173141178001	ACCT # 43682634 128 PINSTRIPE USB 3.0 2P	05/14/2021	07/27/2021	0.00	83.97
173141179001	ACCT # 43682634 PAPER, COPY, 10-REAMS/CA,	05/14/2021	07/27/2021	0.00	63.98
173141180001	ACCT # 43682634 SLEEVE, CD/DVD, PAPER, 50 P	05/14/2021	07/27/2021	0.00	10.76
173545997001	ACCT # 43682634 REFILL, PRE-INK, 2/PK, BLAC	05/17/2021	07/27/2021	0.00	111.94
173547060001	ACCT # 43682634 CARD,BUS,LSR,CLEAN EDGE	05/15/2021	07/27/2021	0.00	99.95
177665601001	ACCT # 43682634 MOUSEPAD, MICROBAN, BLUE	06/21/2021	07/27/2021	0.00	12.09
177667043001	ACCT # 43682634 HIGHLIGHTER, PCKT, 6PK	06/21/2021	07/27/2021	0.00	6.79
178800382001	ACCT # 43682634 STAPLER, DESK, STD, FULL,	06/28/2021	07/27/2021	0.00	195.76
179823209001	ACCT # 43682634 POWERSTRIP, 6-OUTLET, 2PK	06/23/2021	07/27/2021	0.00	36.73
180379729001	ACCT # 43682634 5 PK 16 GB PINSTRIPE USB FLA	06/22/2021	07/27/2021	0.00	46.78
181099571001	ACCT # 43682634 ORGANIZER, OVAL, BLACK	07/08/2021	07/27/2021	0.00	162.17
181243578001	ACCT # 43682634 FOLDER, 1/2 ET LTR BOT KF	07/08/2021	07/27/2021	0.00	42.99
181495555001	ACCT # 43682634	06/30/2021	07/27/2021	0.00	287.99
181891261001	ACCT # 43682634 LBL PRINTER, DYMO, 450, BUND	07/08/2021	07/27/2021	0.00	104.59
182726403001	ACCT # 43682634 CYBERPOWER PROFESSIONAL	07/08/2021	07/27/2021	0.00	89.95

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Vendor Number <u>OMNBAS</u>	Vendor Name OMNIBASE SERVICES OF TEXAS, LP					Total Vendor Amount 2,346.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 421449 HOUSTON, Texas 77242-	Payment Date 07/20/2021	Payment Amount 2,346.00		
Payable Number <u>7082021</u>	Description 2ND QTR 2021	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 2,346.00	

Vendor Number <u>O'REIL</u>	Vendor Name O'REILLY AUTOMOTIVE, INC.					Total Vendor Amount 3.99
Payment Type Check	Payment Number	Remittance Address PO BOX 9464 SPRINGFIELD, Missouri 65801-9464	Payment Date 07/20/2021	Payment Amount 3.99		
Payable Number <u>0642-414878</u>	Description CUST # 188092 CONNECTOR	Payable Date 06/22/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 3.99	

Vendor Number <u>ORKIN</u>	Vendor Name ORKIN - AUSTIN COMMERCIAL					Total Vendor Amount 299.00
Payment Type Check	Payment Number	Remittance Address 5810 TRADE CENTER DR, STE 300 BLDG 1 AUSTIN, Texas 78744-1365	Payment Date 07/20/2021	Payment Amount 299.00		
Payable Number <u>214603838</u>	Description ACCT # 29121597 JULY 2021	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 299.00	

Vendor Number <u>PATMAR</u>	Vendor Name PATHMARK TRAFFIC PROD. OF TX INC					Total Vendor Amount 31.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 1066 SAN MARCOS, Texas 78667	Payment Date 07/20/2021	Payment Amount 31.00		
Payable Number <u>9920</u>	Description Parking sign for Judge Kiley	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 31.00	

Vendor Number <u>PAUJVA</u>	Vendor Name PAUL MATTHEW EVANS					Total Vendor Amount 3,115.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 660 LOCKHART, Texas 78644-	Payment Date 07/20/2021	Payment Amount 3,115.00		
Payable Number <u>16-055 / 14-146</u>	Description CAUSE # 16-055 / 14-146 JOHN DAVIS	Payable Date 07/02/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 840.00	
<u>20-062</u>	CAUSE # 20-062 BRYAN HARRISON	07/02/2021	07/27/2021	0.00	1,005.00	
<u>21-012</u>	CAUSE # 21-012 SUMMER CONWAY	07/02/2021	07/27/2021	0.00	90.00	
<u>21-054</u>	CAUSE # 21-054 ALBERT CABRAL	07/02/2021	07/27/2021	0.00	755.00	
<u>48119</u>	CAUSE # 48119 MERCEDES WHITLEY	07/06/2021	07/27/2021	0.00	425.00	

Vendor Number <u>PEGTEM</u>	Vendor Name PERFORMANCE FOODSERVICE - TEMPLE					Total Vendor Amount 2,647.51
Payment Type Check	Payment Number	Remittance Address P.O. BOX 208391 DALLAS, Texas 75320-8391	Payment Date 07/20/2021	Payment Amount 2,647.51		
Payable Number <u>1289900</u>	Description CUST # 435577 DRY GROCERY / FROZEN	Payable Date 07/01/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 1,007.05	
<u>1292618</u>	CUST # 435577 DRY GROCERY / FROZEN	07/05/2021	07/27/2021	0.00	842.86	
<u>1296432</u>	CUST # 435577 DRY GROCERY / FROZEN	07/08/2021	07/27/2021	0.00	797.60	

Vendor Number <u>PRISQL</u>	Vendor Name PRINTING SOLUTIONS					Total Vendor Amount 520.40
Payment Type Check	Payment Number	Remittance Address 113 E. SAN ANTONIO ST LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 520.40		
Payable Number <u>100599</u>	Description 12 PACK PILOT G2 GELL PEN (BLK) 12 PACK	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 78.08	
<u>100602</u>	LASER ENGRAVER RUBBER STAMPS	07/06/2021	07/27/2021	0.00	29.50	

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100605	3 OFFICE SUPPLIES - HEAVY DUTY MICRO CUT OFFICE PA	07/07/2021	07/27/2021	0.00	412.82
Vendor Number	Vendor Name				Total Vendor Amount
QUAFIN	QUADIENT FINANCE USA, INC				54.64
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 6813 CAROL STREAM, Illinois 60197-6813	07/20/2021	54.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
62821	ACCT # 7900 0440 8090 2103 LATE FEE	06/28/2021	07/27/2021	0.00	54.64
Vendor Number	Vendor Name				Total Vendor Amount
QUALEA	QUADIENT LEASING USA, INC				647.46
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 123682, DEPT 3682 DALLAS, Texas 75312-3682	07/20/2021	179.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
N8928672	CUST # 01349085 4/26 - 7/25/21	07/09/2021	07/27/2021	0.00	179.16
Check		PO BOX 123682, DEPT 3682 DALLAS, Texas 75312-3682	07/20/2021	468.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
N8931611	Quadient Lease Blanket PO	06/26/2021	07/27/2021	0.00	468.30
Vendor Number	Vendor Name				Total Vendor Amount
LEXINE	RELX INC. DBA LEXISNEXIS				495.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. Box 733106 Dallas, Texas 75373-3106	07/20/2021	65.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3093322297	Acct # 422MKTQ29 BILLING PERIOD: 6/2021	06/30/2021	07/27/2021	0.00	65.00
Check		P.O. Box 733106 Dallas, Texas 75373-3106	07/20/2021	430.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3093338687	ACCT # 422NHLBG4 BILLING PERIOD: 6/2021 LAW LIBRA	06/30/2021	07/27/2021	0.00	430.00
Vendor Number	Vendor Name				Total Vendor Amount
RICGRA	RICHARD GRAGG				285.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		4875 SEAWILLOW ROAD LOCKHART, Texas 78644-	07/20/2021	285.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7082021	57 TAILS	07/08/2021	07/27/2021	0.00	285.00
Vendor Number	Vendor Name				Total Vendor Amount
ROBHAE	ROBERT A HAEDGE				220.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		1987 TUMBLEWEED TRAIL DALE, Texas 78616-	07/20/2021	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-140	CAUSE # 20-140 GABRIELLE CHRISTINE RIVERA	07/07/2021	07/27/2021	0.00	220.00
Vendor Number	Vendor Name				Total Vendor Amount
RONLEH	RONDA LEHMAN				39.35
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		517 CARIBBEAN LOCKHART, Texas 78644	07/20/2021	39.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7062021	POSTAGE	07/06/2021	07/27/2021	0.00	39.35

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Vendor Number	Vendor Name			Total Vendor Amount
SCHSON	SCHMIDT & SONS, INC			283.50

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		P.O. BOX 679235 DALLAS, Texas 75267-9235	07/20/2021	283.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0480377-IN	CUST # 05-CALDCO CHEV DELO EP NLGI 2 10/1	06/29/2021	07/27/2021	0.00	283.50

Vendor Number	Vendor Name			Total Vendor Amount
SUSSCH	SCHOON LAW FIRM, PC			1,100.00

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		208 CASTELL AVE, STE 1 NEW BRAUNFELS, Texas 78130-	07/20/2021	1,100.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-369	CAUSE # 20-369 NATHANIEL MARTINEZ	07/13/2021	07/27/2021	0.00	755.00
21-052	CAUSE # 21-052 MARCUS MALDONADO	06/25/2021	07/27/2021	0.00	345.00

Vendor Number	Vendor Name			Total Vendor Amount
SCOMER	SCOTT-MERRIMAN, INC.			411.26

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		2930 MERRELL RD DALLAS, Texas 75229-	07/20/2021	411.26

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
067677	POLY ENVELOPES FOR LEGAL SIZE BANKNOTE	07/09/2021	07/27/2021	0.00	411.26

Vendor Number	Vendor Name			Total Vendor Amount
REDAUT	SEAN MATTHEW MANN			1,094.45

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		204 NORTH COMMERCE LOCKHART, Texas 78644-	07/20/2021	1,094.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
123554	ACCT # 2010 CABIN AIR FILTER	03/19/2021	07/27/2021	0.00	-48.99
124974	ACCT # 2010 NAPA GOLD FUEL FILTER	04/22/2021	07/27/2021	0.00	-113.28
127822	ACCT # 2010 CAB FLTR	06/29/2021	07/27/2021	0.00	181.16
127914	ACCT # 2010 BATTERY	06/30/2021	07/27/2021	0.00	94.39
127928	ACCT # 2010 2.5 DEF	07/01/2021	07/27/2021	0.00	110.60
128005	ACCT # 2010 NAPA HYDRAULIC FILTER	07/02/2021	07/27/2021	0.00	40.02
128076	ACCT # 6000 NAPA GOLD OIL FILTER	07/06/2021	07/27/2021	0.00	276.10
128089	CUST # 2010 NAPAGOLD OIL FILTER	07/06/2021	07/27/2021	0.00	310.43
128101	CUST # 6000 NAPA GOLD AIR FILTER	07/06/2021	07/27/2021	0.00	95.52
128147	ACCT # 2010 MYSTIK HI-TEMP MILTI	07/07/2021	07/27/2021	0.00	38.00
128225	ACCT # 2010 NAPAP HYDRAULIC FILTER	07/08/2021	07/27/2021	0.00	110.50

Vendor Number	Vendor Name			Total Vendor Amount
SMISUP	SMITH SUPPLY CO.- LOCKHART			221.35

Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		1830 S. COLORADO LOCKHART, Texas 78644	07/20/2021	221.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
900418	GEAR CLAMP 6816SS	06/17/2021	07/27/2021	0.00	12.75
900497	LAG SCREW 1/4 X 1-1/2	06/18/2021	07/27/2021	0.00	29.80
901297	BIFEN XTS INSECTICIDE QUART	06/25/2021	07/27/2021	0.00	62.95
901983	ROUND UP POISON IVY KILLER QT	07/01/2021	07/27/2021	0.00	115.85

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Vendor Number SOUTIR	Vendor Name SOUTHERN TIRE MART, LLC		Total Vendor Amount 217.00
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Payment Type Check	Payment Number	Remittance Address DEPT.143 P.O. BOX 1000 MEMPHIS, Tennessee 38148-0143	Payment Date 07/20/2021	Payment Amount 217.00
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Payable Number 4650081961	Description CUST # 0142726 G CARL ROAD ROLLER	Payable Date 07/06/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 217.00
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Vendor Number SYSCO	Vendor Name SYSCO CENTRAL TEXAS, INC		Total Vendor Amount 4,057.38
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Payment Type Check	Payment Number	Remittance Address 1260 SCHWAB ROAD NEW BRAUNFELS, Texas 78132-5155	Payment Date 07/20/2021	Payment Amount 4,057.38
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Payable Number 513500723	Description CUST # 043430 CHEMICAL & JANITORIAL	Payable Date 06/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 339.51
513500724	CUST # 043430 PAPER & DISP / CHEMICAL & JANITORIA	06/30/2021	07/27/2021	0.00	278.26
513500725	ACCT # 043430 DAIRY / FROZEN / CAN & DRY	06/30/2021	07/27/2021	0.00	905.04
513510816	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	07/02/2021	07/27/2021	0.00	1,122.01
513510817	CUST # 043430 PAPER & DISP	07/02/2021	07/27/2021	0.00	17.19
513523522	CUST # 043430 CHEMICAL & JANITORIAL	07/07/2021	07/27/2021	0.00	146.88
513523524	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN ET	07/07/2021	07/27/2021	0.00	1,248.49

Vendor Number TACDUE	Vendor Name TEXAS ASSOCIATION OF COUNTIES		Total Vendor Amount 1,100.00
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Payment Type Check	Payment Number	Remittance Address MEMBERSHIP SERVICES P.O. BOX 2711 SAN ANTONIO, Texas 78298-2711	Payment Date 07/20/2021	Payment Amount 275.00
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Payable Number 8315595 SHELTON	Description ACCT # 251320 SHELTON, BARBARA, 99TH ANNUAL CJCA	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 275.00
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Check		MEMBERSHIP SERVICES P.O. BOX 2711 SAN ANTONIO, Texas 78298-2711	07/20/2021	275.00
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Payable Number 8315597 HADEN	Description ACCT # 251320 HADEN, HOPPY - 99TH ANNUAL CJCA	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 275.00
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Check		MEMBERSHIP SERVICES P.O. BOX 2711 SAN ANTONIO, Texas 78298-2711	07/20/2021	275.00
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Payable Number 8315599 WESTMORELAND	Description ACCT # 251320 WESTMORELAND, B.J. - 99TH ANNUAL CJCA	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 275.00
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Check		MEMBERSHIP SERVICES P.O. BOX 2711 SAN ANTONIO, Texas 78298-2711	07/20/2021	275.00
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Payable Number 8315698 ROLAND	Description ROLAND, JOE - 99TH ANNUAL CJCA	Payable Date 07/08/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 275.00
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Vendor Number COLJUD	Vendor Name TEXAS COLLEGE OF PROBATE JUDGES		Total Vendor Amount 425.00
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Payment Type Check	Payment Number	Remittance Address PO BOX 2025 AUSTIN, Texas 78768	Payment Date 07/20/2021	Payment Amount 425.00
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Payable Number 8/26-27/21	Description HOPPY HADEN - 8/26 - 27/21 PROBATE JUDGES	Payable Date 07/12/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 425.00
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Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Vendor Number Vendor Name Total Vendor Amount
TEXVITST TEXAS DEPT.OF STATE HEALTH SERVICES 166.53

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check 2014015 VITAL STATISTICS UNIT-MC 1966 07/20/2021 166.53
 P.O.BOX 149347
 AUSTIN, Texas 78714-9347

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
2014015 ACCT # 17460016318 007 JUNE 2021 07/01/2021 07/27/2021 0.00 166.53

Vendor Number Vendor Name Total Vendor Amount
IDCAA TEXAS DISTRICT & COUNTY ATTORNEYS 1,675.00

Payment Type Payment Number Remittance Address Payment Date Payment Amount
 Check 188097 BENJOIST-TEMPLETON ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 BENJOIST-TEMPLETON CASSANDRA BENOIST-TEMPLETON - BAR # 24069371 07/01/2021 07/27/2021 0.00 100.00

Check 188097 GOETZ ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 GOETZ CHASE GOETZ - BAR # 24106009 07/01/2021 07/27/2021 0.00 100.00

Check 188097 KUCERA ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 KUCERA NEIL KUCERA - BAR # 11749200 07/01/2021 07/27/2021 0.00 100.00

Check 188097 MONTGOMERY ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 MONTGOMERY AMANDA MONTGOMERY - BAR # 24066054 07/01/2021 07/27/2021 0.00 100.00

Check 188097 SCHMIDI ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 SCHMIDI ELIZABETH SCHMIDT - BAR # 24079284 07/01/2021 07/27/2021 0.00 100.00

Check 188097 SEXTON ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 SEXTON CYNTHIA SEXTON - BAR # 24043916 07/01/2021 07/27/2021 0.00 100.00

Check 188097 WEBER ATTEN: KAYLENE BRADEN 07/20/2021 100.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188097 WEBER FRED WEBER - BAR # 00795713 07/01/2021 07/27/2021 0.00 100.00

Check 188097 WELLS ATTEN: KAYLENE BRADEN 07/20/2021 175.00
 505 W. 12TH ST., SUITE 100
 AUSTIN, Texas 78701

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
188109 BENOIST-TEMPLETON CASSANDRA BENOIST-TEMPLETON - BAR # 24069371 07/01/2021 07/27/2021 0.00 175.00

Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Check		ATTN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701			07/20/2021		175.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
188109 GOETZ	CHASE GOETZ - BAR # 24106009		07/01/2021	07/27/2021	0.00	175.00	
Check		ATTN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701			07/20/2021		175.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
188109 GONZALES	CINDY GONZALES - CRIMINAL DIST ATTNY'S VAC		07/01/2021	07/27/2021	0.00	175.00	
Check		ATTN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701			07/20/2021		175.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
188109 MONTGOMERY	AMANDA MONTGOMERY - BAR # 24066054		07/01/2021	07/27/2021	0.00	175.00	
Check		ATTN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701			07/20/2021		175.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
188109 SCHMIDI	ELIZABETH SCHMIDT - BAR # 24079284		07/01/2021	07/27/2021	0.00	175.00	
Vendor Number	Vendor Name					Total Vendor Amount	
PARWIL	TEXAS PARKS & WILDLIFE DEPARTMENT					170.00	
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		ATTN: BOAT TITLING & REGISTRATION 4200 SMITH SCHOOL ROAD AUSTIN, Texas 78744-			07/20/2021	170.00	
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
6.2021	COURT DOCKET 21-0033 CASE # A8329228 J. RODRIGUEZ		07/08/2021	07/27/2021	0.00	170.00	
Vendor Number	Vendor Name					Total Vendor Amount	
JAMCAS	THE CASEY LAW FIRM					650.00	
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		JAMES ANDREW CASEY 8705 SHOAL CREEK # 202 AUSTIN, Texas 78757			07/20/2021	650.00	
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
20-049	CAUSE # 20-049 CHELSEA L. KIZER		07/13/2021	07/27/2021	0.00	650.00	
Vendor Number	Vendor Name					Total Vendor Amount	
JASTRU	THE LAW OFFICES OF JASON TRUMPLER					755.00	
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		7601 HAWKEYE DRIVE AUSTIN, Texas 78749-			07/20/2021	755.00	
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
17-001.1	CAUSE # 17-001 JARRELL HOUSTON		07/13/2021	07/27/2021	0.00	755.00	
Vendor Number	Vendor Name					Total Vendor Amount	
THEPOL	THE POLICE AND SHERIFFS PRESS					249.15	
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		P.O. BOX 1489 LYONS, Georgia 30436-			07/20/2021	249.15	
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
141758	16 ID CARD - HOLOVIEW ID CARD (R) SECURE ID CARDS		12/15/2020	07/27/2021	0.00	249.15	
Vendor Number	Vendor Name					Total Vendor Amount	
THEFLU	THERMO-FLUIDS, INC					215.25	
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		P.O. BOX 734867 DALLAS, Texas 75373-4867			07/20/2021	215.25	
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount	
86538240	BILLING ACCT # CA69545 SERVICE ACCT # CA69555		07/09/2021	07/27/2021	0.00	61.95	

Payment Register

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86691214	BILLING ACCT # CA69545 SERVICE ACCT # CA69545	07/09/2021	07/27/2021	0.00	153.30
Vendor Number	Vendor Name				Total Vendor Amount
WESGRO	THOMSON REUTERS - WEST PUBLISHING CORP				662.32
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	07/20/2021	356.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
844597460	ACCT # 1004742988 JUNE 2021	07/01/2021	07/27/2021	0.00	356.00
Check	THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292			07/20/2021	216.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
844597769	ACCT # 1000732986 JUNE 2021	07/01/2021	07/27/2021	0.00	216.00
Check	THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292			07/20/2021	90.32
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
844702048	ACCT # 1000732986 LIBRARY PLAN CHARGES	07/04/2021	07/27/2021	0.00	90.32
Vendor Number	Vendor Name				Total Vendor Amount
THYELE	TK ELEVATOR				70.15
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 3796 CAROL STREAM, Illinois 60132-3796	07/20/2021	70.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3006038539	CUST # 63166 SERVICE DATES: 7/1 - 9/30/21 COURTHO	07/01/2021	07/27/2021	0.00	70.15
Vendor Number	Vendor Name				Total Vendor Amount
TQMBLA	TOM BLACKWELL				285.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		1406 S. COMMERCE LOCKHART, Texas 78644-	07/20/2021	285.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7082021	57 TAILS	07/08/2021	07/27/2021	0.00	285.00
Vendor Number	Vendor Name				Total Vendor Amount
TRAGRA	TRACY GRAGG				290.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		4875 SEAWILLOW ROAD LOCKHART, Texas 78644-	07/20/2021	290.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7082021	58 TAILS	07/08/2021	07/27/2021	0.00	290.00
Vendor Number	Vendor Name				Total Vendor Amount
TRARIS	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, I				75.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 209047 DALLAS, Texas 75320-9047	07/20/2021	75.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
234599-202106-1	ACCT ID: 234599 6/01 - 30/21	07/01/2021	07/27/2021	0.00	75.00
Vendor Number	Vendor Name				Total Vendor Amount
TRAFAI	TRAVIS C. FAIRCHILD				285.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 110 HARWOOD, Texas 78632-	07/20/2021	285.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7082021	57 TAILS	07/08/2021	07/27/2021	0.00	285.00

Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Vendor Number UNIFIR	Vendor Name UNIFIRST CORPORATION					Total Vendor Amount 82.04
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Payment Type Check	Payment Number	Remittance Address ATTENTION: ACCTS. RECEIVABLE 6000 BOLM ROAD AUSTIN, Texas 78721	Payment Date 07/20/2021	Payment Amount 82.04		
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Payable Number 8222433731	Description Unifirst Blanket Purchase Order	Payable Date 07/09/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 82.04
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Vendor Number WALDEA	Vendor Name WALTER S. DEAN, SR.					Total Vendor Amount 800.00
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Payment Type Check	Payment Number	Remittance Address P.O. BOX 2278 ROUND ROCK, Texas 78680-	Payment Date 07/20/2021	Payment Amount 800.00		
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Payable Number 21-077	Description CAUSE # 21-077 JACOB SOSA	Payable Date 07/07/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 800.00
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Vendor Number WILRIG	Vendor Name WILSON RIGGIN					Total Vendor Amount 40.41
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Payment Type Check	Payment Number	Remittance Address LUMBER AND BUILDING HEADQUARTERS P.O. BOX 88 LOCKHART, Texas 78644	Payment Date 07/20/2021	Payment Amount 40.41		
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Payable Number 114176	Description WEATHER STRIP	Payable Date 06/15/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 33.16
114439	1 ROLL TAPE	06/23/2021	07/27/2021	0.00	7.25

Vendor Number XLPART	Vendor Name XL PARTS, LLC					Total Vendor Amount 9.69
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Payment Type Check	Payment Number	Remittance Address 15701 NORTHWEST FREEWAY JERSEY VILLAGE, Texas 77040-	Payment Date 07/20/2021	Payment Amount 9.69		
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Payable Number 0416XV6417	Description SERVICE CHARGES FOR 10/31/20 - 4/30/21	Payable Date 04/30/2021	Due Date 07/27/2021	Discount Amount 0.00	Payable Amount 9.69
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Payment Register

APPKT06185 - 7/27/21 A/P & PO'S

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	263	133	0.00	335,528.49
Packet Totals:		263	133	0.00	335,528.49

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-335,528.49
Packet Totals:		-335,528.49

- 2. Ratify re-occurring County Payments:
A. \$329,978.31 (Payroll 6/20/2021
- 7/03/2021)**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$329,978.31 (Payroll 6/20/2021 – 7/03/2021)

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
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(1) Judge Haden _____

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 40 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

_____ Date



Packet: PYPKT02040 - PAYROLL 06202021 THRU 07032021
 Payroll Set: 01 - Payroll Set 01

Pay Period: 06/20/2021 - 07/03/2021

Department: 0000 - 911-GIS

Total Direct Deposits: 1,493.29
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	5.00	1,778.89
Vacation	6.00	144.23
Total:	1.00	1,957.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,626.76	0.00	0.00
MC	1,724.65	25.01	25.01
SS	1,724.65	106.93	106.93
Unemployment	1,927.16	0.00	0.00
Total:		131.94	131.94

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,957.74	97.89	88.88
550	0.00	30.58	0.00
551	0.00	14.28	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:		332.51	422.89

RECAP 0000 - 911-GIS

Earnings:	1,957.74	Benefits:	0.00	Deductions:	332.51	Taxes:	131.94	Net Pay:	1,493.29
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Department: 1000 - Courthouse Security

Total Direct Deposits: 10,424.97
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	589.00	12,305.86
S	31.00	675.53
Uniform	0.00	200.00
Vacation	20.00	409.00
Total:	640.00	13,606.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,508.37	1,065.29	0.00
MC	13,188.70	191.25	191.25
SS	13,188.70	817.68	817.68
Unemployment	13,468.88	0.00	0.00
Total:	2,074.22	1,008.93	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,606.54	680.33	617.74
550	0.00	137.66	0.00
551	0.00	20.00	0.00
580	0.00	9.18	0.00
590	0.00	159.59	1,929.06
595	0.00	8.58	0.00
615	0.00	92.01	0.00
Total:	1,107.35	2,546.80	

RECAP 1000 - Courthouse Security

Earnings:	13,606.54	Benefits:	0.00	Deductions:	1,107.35	Taxes:	2,074.22	Net Pay:	10,424.97
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Department: 1101 - Unit Road

Total Direct Deposits: 31,421.54
 Total Check Amounts: 1,126.86

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	2,040.75	36,802.62
OT	1.50	39.03
S	113.25	2,051.55
SAL	7.00	1,928.75
Vacation	94.00	1,722.29
Total:	2,242.50	42,611.16

TAXES

Code	Subject To	Employee	Employer
Federal W/H	38,467.12	2,796.17	0.00
MC	40,597.61	588.67	588.67
SS	40,597.61	2,517.05	2,517.05
Unemployment	40,998.84	0.00	0.00
Total:		5,901.89	3,105.72

DEDUCTIONS

Code	Subject To	Employee	Employer
400	42,611.16	2,130.49	1,934.56
530	0.00	0.00	0.00
550	0.00	224.67	0.00
551	0.00	38.46	0.00
580	0.00	16.83	0.00
590	0.00	1,497.14	8,369.26
595	0.00	45.08	0.00
615	0.00	208.20	0.00
Total:		4,160.87	10,303.82

RECAP 1101 - Unit Road

Earnings:	42,611.16	Benefits:	0.00	Deductions:	4,160.87	Taxes:	5,901.89	Net Pay:	32,548.40
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Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 0.00
 Total Check Amounts: 2,497.83

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,489.51
S	66.48	1,339.41
Vacation	13.52	272.40
Total:	160.00	3,101.32

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,931.13	195.68	0.00
MC	3,086.20	44.75	44.75
SS	3,086.20	191.34	191.34
Unemployment	3,086.20	0.00	0.00
Total:		431.77	236.09

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,101.32	155.07	140.80
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
Total:		171.72	778.82

RECAP 1102 - Vehicle Maintenance

Earnings:	3,101.32	Benefits:	0.00	Deductions:	171.72	Taxes:	431.77	Net Pay:	2,497.83
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Department: 1103 - Fleet Maintenance

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

EARNINGS

Pay Code	Units	Pay Amount
Hourly	152.00	2,970.97
S	8.00	162.81
Total:	160.00	3,133.78

TAXES

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

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,133.78	156.69	142.27
580	0.00	3.06	0.00
590	0.00	0.00	319.01
615	0.00	16.85	0.00
Total:		176.60	461.28

RECAP 1103 - Fleet Maintenance

Earnings:	3,133.78	Benefits:	0.00	Deductions:	176.60	Taxes:	519.92	Net Pay:	2,437.26
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Department: 2120 - County Treasurer

Total Direct Deposits: 2,875.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	76.75	1,555.66
S	1.25	25.34
SAL	1.00	2,086.50
Vacation	2.00	40.54
Total:	81.00	3,708.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,392.59	239.18	0.00
MC	3,618.00	52.46	52.46
SS	3,618.00	224.31	224.31
Unemployment	3,692.92	0.00	0.00
Total:	15,320.51	515.95	276.77

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,708.04	185.41	168.35
520	0.00	40.00	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	2.86	0.00
615	0.00	33.60	0.00
Total:	3,708.04	316.98	806.37

RECAP 2120 - County Treasurer

Earnings:	3,708.04	Benefits:	0.00	Deductions:	316.98	Taxes:	515.95	Net Pay:	2,875.11
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Department: 2130 - County Auditor

Total Direct Deposits: 8,049.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	218.50	4,738.77
S	3.50	88.47
SAL	2.00	5,166.49
Vacation	18.00	358.99
VAC-PAYOUT	68.10	1,439.03
Total:	310.10	11,826.37

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,432.97	1,489.94	0.00
MC	11,424.29	165.65	165.65
SS	11,424.29	708.31	708.31
Unemployment	11,794.87	0.00	0.00
Total:		2,363.90	873.96

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,826.37	591.32	536.92
520	0.00	400.00	0.00
550	0.00	31.50	0.00
551	0.00	157.68	0.00
580	0.00	3.06	0.00
590	0.00	159.59	972.03
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	50.45	0.00
Total:		1,413.42	1,508.95

RECAP 2130 - County Auditor

Earnings:	11,826.37	Benefits:	0.00	Deductions:	1,413.42	Taxes:	2,363.90	Net Pay:	8,049.05
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Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 7,148.03
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	430.00	7,156.49
SAL	1.00	2,075.15
Vacation	10.00	191.94
Total:	441.00	9,458.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,595.37	740.62	0.00
MC	9,198.27	133.37	133.37
SS	9,198.27	570.29	570.29
Unemployment	7,304.57	0.00	0.01
Total:	34,296.48	1,444.28	703.67

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,458.20	472.90	429.39
520	0.00	130.00	0.00
550	0.00	58.98	0.00
580	0.00	3.06	0.00
590	0.00	159.59	1,929.06
595	0.00	17.18	0.00
615	0.00	24.18	0.00
Total:	9,458.20	865.89	2,358.45

RECAP 2140 - Tax Assessor-Collector

Earnings:	9,458.20	Benefits:	0.00	Deductions:	865.89	Taxes:	1,444.28	Net Pay:	7,148.03
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Department: 2150 - County Clerk

Total Direct Deposits: 9,473.66
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	529.60	8,852.64
S	32.40	558.01
SAL	1.00	2,098.92
Vacation	16.00	306.38
VAC-PAYOUT	16.19	254.07
Total:	595.19	12,070.02

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,094.90	685.54	0.00
MC	11,758.40	170.49	170.49
SS	11,758.40	729.03	729.03
Unemployment	10,672.62	0.00	0.00
Total:		1,585.06	899.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,070.02	603.50	547.98
520	0.00	60.00	0.00
550	0.00	141.98	0.00
551	0.00	66.91	0.00
580	0.00	9.18	0.00
590	0.00	0.00	2,233.07
595	0.00	19.75	0.00
610	0.00	27.00	0.00
615	0.00	82.98	0.00
Total:		1,011.30	2,781.05

RECAP 2150 - County Clerk

Earnings:	12,070.02	Benefits:	0.00	Deductions:	1,011.30	Taxes:	1,585.06	Net Pay:	9,473.66
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Department: 3000 - County Clerk

Total Direct Deposits: 1,006.92
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,255.42
Total:	80.00	1,255.42

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,177.53	75.73	0.00
MC	1,240.30	17.98	17.98
SS	1,240.30	76.90	76.90
Unemployment	1,240.30	0.00	0.00
Total:		170.61	94.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,255.42	62.77	57.00
550	0.00	15.12	0.00
Total:		77.89	57.00

RECAP 3000 - County Clerk

Earnings:	1,255.42	Benefits:	0.00	Deductions:	77.89	Taxes:	170.61	Net Pay:	1,006.92
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Department: 3200 - District Attorney

Total Direct Deposits: 23,625.81
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
DA Supplement	0.00	477.70
FLOAT	8.00	141.43
Hourly	501.50	10,188.58
Misc	1.00	34.62
S	52.50	1,411.58
SAL	-51.00	17,228.85
Vacation	56.00	1,698.72
Total:	568.00	31,181.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	28,638.43	2,655.39	0.00
MC	30,255.77	438.70	438.70
SS	30,255.77	1,875.85	1,875.85
Unemployment	30,576.71	0.00	0.00
Total:		4,969.94	2,314.55

DEDUCTIONS

Code	Subject To	Employee	Employer
400	31,146.86	1,557.34	1,414.08
520	0.00	60.00	0.00
550	0.00	92.45	0.00
551	0.00	311.51	0.00
552	0.00	96.15	0.00
580	0.00	10.71	0.00
590	0.00	319.18	4,496.14
595	0.00	25.74	0.00
615	0.00	80.68	0.00
Total:		2,553.76	5,910.22

RECAP 3200 - District Attorney

Earnings:	31,181.48	Benefits:	0.00	Deductions:	2,553.76	Taxes:	4,969.94	Net Pay:	23,657.78
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Department: 3220 - District Clerk

Total Direct Deposits: 8,937.38
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	501.50	8,564.38
S	47.50	814.31
SAL	1.00	2,102.42
Vacation	11.00	182.43
Total:	561.00	11,663.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,619.71	813.07	0.00
MC	11,302.88	163.89	163.89
SS	11,302.88	700.78	700.78
Unemployment	10,272.62	0.00	0.00
Total:	1,677.74	864.67	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,663.54	583.17	529.53
520	0.00	100.00	0.00
550	0.00	75.94	0.00
551	0.00	41.00	0.00
580	0.00	4.59	0.00
590	0.00	159.59	2,248.07
595	0.00	11.46	0.00
615	0.00	72.67	0.00
Total:		1,048.42	2,777.60

RECAP 3220 - District Clerk

Earnings:	11,663.54	Benefits:	0.00	Deductions:	1,048.42	Taxes:	1,677.74	Net Pay:	8,937.38
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Department: 3230 - District Judge

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

EARNINGS

Pay Code	Units	Pay Amount
Hourly	78.00	1,422.21
SAL	-1.00	5,236.39
Vacation	10.00	371.44
Total:	87.00	7,030.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,061.22	394.67	0.00
MC	6,512.70	94.43	94.43
SS	6,512.70	403.78	403.78
Unemployment	6,953.30	0.00	0.02
Total:	26,040.62	892.88	498.23

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,030.04	351.48	319.17
520	0.00	100.00	0.00
550	0.00	30.58	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	319.18	668.02
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	7,030.04	970.35	987.19

RECAP 3230 - District Judge

Earnings:	7,030.04	Benefits:	0.00	Deductions:	970.35	Taxes:	892.88	Net Pay:	5,166.81
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Department: 3240 - County Court Law

Total Direct Deposits: 8,101.34
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
SAL	3.00	7,997.59
Total:	3.00	11,228.36

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,375.93	1,418.75	0.00
MC	11,187.35	162.22	162.22
SS	11,187.35	693.62	693.62
Unemployment	11,201.13	0.00	0.03
Total:	2,274.59	855.87	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,228.36	561.42	509.76
520	0.00	250.00	0.00
550	0.00	27.23	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	8.06	0.00
Total:	852.43	1,147.78	

RECAP 3240 - County Court Law

Earnings:	11,228.36	Benefits:	0.00	Deductions:	852.43	Taxes:	2,274.59	Net Pay:	8,101.34
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Department: 3251 - JP Prec. 1

Total Direct Deposits: 3,222.57
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	150.50	2,486.50
S	9.50	158.63
SAL	1.00	1,800.35
Total:	161.00	4,445.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,904.56	289.76	0.00
MC	4,126.84	59.84	59.84
SS	4,126.84	255.86	255.86
Unemployment	2,618.13	0.00	0.00
Total:	605.46	605.46	315.70

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,445.48	222.28	201.83
550	0.00	58.15	0.00
551	0.00	184.60	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	957.03
615	0.00	75.89	0.00
Total:	617.45	617.45	1,158.86

RECAP 3251 - JP Prec. 1

Earnings:	4,445.48	Benefits:	0.00	Deductions:	617.45	Taxes:	605.46	Net Pay:	3,222.57
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Department: 3252 - JP Prect. 2

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

EARNINGS

Pay Code	Units	Pay Amount
Hourly	144.00	2,391.13
PEO	16.00	265.68
SAL	1.00	1,800.35
Total:	161.00	4,457.16

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,070.20	313.94	0.00
MC	4,293.06	62.25	62.25
SS	4,293.06	266.17	266.17
Unemployment	4,380.88	0.00	0.00
Total:	17,037.20	642.36	328.42

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,457.16	222.86	202.36
550	0.00	76.28	0.00
580	0.00	4.59	0.00
590	0.00	0.00	957.03
595	0.00	14.18	0.00
610	0.00	13.50	0.00
615	0.00	73.64	0.00
Total:	4,457.16	405.05	1,159.39

RECAP 3252 - JP Prect. 2

Earnings:	4,457.16	Benefits:	0.00	Deductions:	405.05	Taxes:	642.36	Net Pay:	3,409.75
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Department: 3253 - JP Prec. 3

Total Direct Deposits: 2,678.85
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	113.00	1,723.48
SAL	1.00	1,800.35
Total:	114.00	3,558.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,156.54	222.61	0.00
MC	3,334.46	48.35	48.35
SS	3,334.46	206.73	206.73
Unemployment	3,527.87	0.00	0.00
Total:	477.69	255.08	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,558.45	177.92	161.56
550	0.00	30.58	0.00
590	0.00	159.59	653.02
595	0.00	2.86	0.00
615	0.00	30.96	0.00
Total:	401.91	814.58	

RECAP 3253 - JP Prec. 3

Earnings:	3,558.45	Benefits:	0.00	Deductions:	401.91	Taxes:	477.69	Net Pay:	2,678.85
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Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,045.76
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	75.50	1,266.51
S	2.50	41.94
SAL	1.00	1,800.35
Vacation	2.00	33.55
Total:	81.00	3,142.35

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,739.16	237.24	0.00
MC	2,906.28	42.14	42.14
SS	2,906.28	180.19	180.19
Unemployment	1,342.00	0.00	0.00
Total:	9,893.72	459.57	222.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,142.35	157.12	142.67
520	0.00	10.00	0.00
530	0.00	230.77	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	3.06	0.00
590	0.00	159.59	653.02
615	0.00	22.90	0.00
Total:	3,142.35	637.02	795.69

RECAP 3254 - JP Prect. 4

Earnings:	3,142.35	Benefits:	0.00	Deductions:	637.02	Taxes:	459.57	Net Pay:	2,045.76
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Department: 4300 - County Sheriff

Total Direct Deposits: 59,110.54
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	567.71
FLOAT	4.00	73.78
Hourly	2,759.50	57,648.70
OT	95.00	2,871.13
S	108.00	2,182.00
SAL	4.00	10,478.15
Uniform	0.00	900.00
Vacation	150.00	3,335.27
Total:	3,120.50	78,056.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	71,607.21	6,319.71	0.00
MC	75,545.05	1,095.41	1,095.41
SS	75,545.05	4,683.77	4,683.77
Unemployment	77,595.37	0.00	0.04
Total:		12,098.89	5,779.22

DEDUCTIONS

Code	Subject To	Employee	Employer
400	78,056.74	3,902.84	3,543.75
520	0.00	35.00	0.00
530	0.00	298.15	0.00
550	0.00	461.37	0.00
551	0.00	292.22	0.00
580	0.00	32.13	0.00
590	0.00	1,291.98	12,546.39
595	0.00	37.08	0.00
610	0.00	67.50	0.00
615	0.00	429.04	0.00
Total:		6,847.31	16,090.14

RECAP 4300 - County Sheriff

Earnings:	78,056.74	Benefits:	0.00	Deductions:	6,847.31	Taxes:	12,098.89	Net Pay:	59,110.54
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Department: 4310 - County Jail

Total Direct Deposits: 65,064.90
 Total Check Amounts: 1,294.34

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	235.38
Hourly	3,371.25	65,850.91
OT	201.75	5,883.08
S	111.00	2,066.91
SAL	3.00	6,456.44
Uniform	0.00	950.00
Vacation	104.00	1,883.52
VAC-PAYOUT	255.79	4,036.23
Total:	4,046.79	87,362.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	79,959.71	6,929.56	0.00
MC	84,472.87	1,224.84	1,224.84
SS	84,472.87	5,237.32	5,237.32
Unemployment	85,213.59	0.00	0.02
Total:		13,391.72	6,462.18

DEDUCTIONS

Code	Subject To	Employee	Employer
400	87,362.47	4,368.16	3,966.23
520	0.00	145.00	0.00
530	0.00	170.77	0.00
550	0.00	498.33	0.00
551	0.00	324.99	0.00
580	0.00	24.48	0.00
590	0.00	1,276.72	12,880.40
595	0.00	96.34	0.00
610	0.00	13.50	0.00
615	0.00	693.22	0.00
Total:		7,611.51	16,846.63

RECAP 4310 - County Jail

Earnings:	87,362.47	Benefits:	0.00	Deductions:	7,611.51	Taxes:	13,391.72	Net Pay:	66,359.24
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Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 2,376.81
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	120.00	1,608.24
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	121.00	2,890.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,746.06	148.12	0.00
MC	2,890.59	41.91	41.91
SS	2,890.59	179.22	179.22
Unemployment	1,608.24	0.00	0.03
Total:	2,890.59	369.25	221.16

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,890.59	144.53	131.23
Total:	2,890.59	144.53	131.23

RECAP 4321 - Constables-Pct. 1

Earnings:	2,890.59	Benefits:	0.00	Deductions:	144.53	Taxes:	369.25	Net Pay:	2,376.81
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Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,181.32
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	37.00	510.23
SAL	1.00	1,222.73
Uniform	0.00	75.00
Total:	38.00	1,842.58

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,616.19	304.19	0.00
MC	1,708.32	24.77	24.77
SS	1,708.32	105.91	105.91
Unemployment	1,828.96	0.00	0.00
Total:	1,828.96	434.87	130.68

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,842.58	92.13	83.66
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	319.01
615	0.00	16.80	0.00
Total:	1,842.58	226.39	402.67

RECAP 4322 - Constables-Pct. 2

Earnings:	1,842.58	Benefits:	0.00	Deductions:	226.39	Taxes:	434.87	Net Pay:	1,181.32
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Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 5,956.59
 Total Check Amounts: 392.12

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	292.50	6,707.18
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	293.50	7,989.53

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,376.46	434.10	0.00
MC	7,739.94	112.24	112.24
SS	7,739.94	479.88	479.88
Unemployment	6,790.04	0.00	0.04
Total:	1,026.22	1,026.22	592.16

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,269.53	363.48	330.04
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	8.44	0.00
615	0.00	50.98	0.00
Total:	614.60	614.60	664.05

RECAP 4323 - Constables-Pct. 3

Earnings:	7,989.53	Benefits:	0.00	Deductions:	614.60	Taxes:	1,026.22	Net Pay:	6,348.71
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Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,760.20
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	83.50	1,151.47
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	84.50	2,433.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,019.21	90.63	0.00
MC	2,180.91	31.63	31.63
SS	2,180.91	135.22	135.22
Unemployment	1,151.47	0.00	0.00
Total:	7,532.50	257.48	166.85

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,433.82	121.70	110.49
520	0.00	40.00	0.00
550	0.00	21.23	0.00
551	0.00	43.45	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	2,433.82	416.14	444.50

RECAP 4324 - Constables-Pct. 4

Earnings:	2,433.82	Benefits:	0.00	Deductions:	416.14	Taxes:	257.48	Net Pay:	1,760.20
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Department: 4325 - Highway Patrol

Total Direct Deposits: 531.44
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	45.00	608.40
Total:	45.00	608.40

TAXES

Code	Subject To	Employee	Employer
Federal W/H	577.98	0.00	0.00
MC	608.40	8.82	8.82
SS	608.40	37.72	37.72
Total:		46.54	46.54

DEDUCTIONS

Code	Subject To	Employee	Employer
400	608.40	30.42	27.62
Total:		30.42	27.62

RECAP 4325 - Highway Patrol

Earnings:	608.40	Benefits:	0.00	Deductions:	30.42	Taxes:	46.54	Net Pay:	531.44
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Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,145.08
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	147.67
Hourly	486.00	12,036.25
JP COMP TAKEN	5.50	168.61
S	30.50	858.96
SAL	-86.00	2,876.77
Vacation	126.00	4,291.14
Total:	562.00	20,379.40

DEDUCTIONS

Code	Subject To	Employee	Employer
400	20,379.40	1,018.97	925.24
520	0.00	675.00	0.00
551	0.00	542.36	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	813.21	2,612.08
595	0.00	5.74	0.00
615	0.00	101.48	0.00
Total:	20,379.40	3,356.71	3,537.32

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	1.50	33.40
Total:	1.50	33.40

TAXES

Code	Subject To	Employee	Employer
Federal W/H	17,030.34	1,445.22	0.00
MC	18,724.31	271.50	271.50
SS	18,724.31	1,160.89	1,160.89
Unemployment	20,379.40	0.00	0.00
Total:	20,379.40	2,877.61	1,432.39

RECAP 5401 - Juvenile Probation

Earnings:	20,379.40	Benefits:	33.40	Deductions:	3,356.71	Taxes:	2,877.61	Net Pay:	14,145.08
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Department: 6520 - Building Maintenance

Total Direct Deposits: 5,917.60
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	115.37
Hourly	368.00	6,416.61
LWP	4.00	68.11
S	11.00	189.91
SAL	1.00	1,799.32
Vacation	17.00	301.25
Total:	401.00	8,890.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,212.94	613.09	0.00
MC	8,657.47	125.53	125.53
SS	8,657.47	536.76	536.76
Unemployment	8,781.29	0.00	0.00
Total:		1,275.38	662.29

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,890.57	444.53	403.63
520	0.00	1,000.00	0.00
550	0.00	109.28	0.00
551	0.00	90.38	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,914.06
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	24.86	0.00
Total:		1,697.59	2,317.69

RECAP 6520 - Building Maintenance

Earnings:	8,890.57	Benefits:	0.00	Deductions:	1,697.59	Taxes:	1,275.38	Net Pay:	5,917.60
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Department: 6550 - Elections

Total Direct Deposits: 3,202.79
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	138.50	2,013.00
SAL	1.00	1,835.53
Total:	139.50	3,883.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,660.09	162.45	0.00
MC	3,854.25	55.89	55.89
SS	3,854.25	238.96	238.96
Unemployment	3,868.03	0.00	0.01
Total:		457.30	294.86

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,883.15	194.16	176.29
550	0.00	15.12	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	8.06	0.00
Total:		223.06	814.31

RECAP 6550 - Elections

Earnings:	3,883.15	Benefits:	0.00	Deductions:	223.06	Taxes:	457.30	Net Pay:	3,202.79
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Department: 6560 - Commissioners Court

Total Direct Deposits: 9,666.76
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	228.66
Hourly	76.00	1,438.48
S	8.00	0.00
SAL	-10.00	11,716.72
Vacation	12.00	75.71
Total:	86.00	13,459.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,520.73	913.11	0.00
MC	12,218.70	177.18	177.18
SS	12,218.70	757.56	757.56
Unemployment	11,470.21	0.00	0.00
Total:		1,847.85	934.74

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,459.57	672.97	611.05
520	0.00	25.00	0.00
550	0.00	59.32	0.00
551	0.00	103.84	0.00
580	0.00	6.12	0.00
590	0.00	988.06	2,293.07
595	0.00	14.05	0.00
615	0.00	75.60	0.00
Total:		1,944.96	2,904.12

RECAP 6560 - Commissioners Court

Earnings:	13,459.57	Benefits:	0.00	Deductions:	1,944.96	Taxes:	1,847.85	Net Pay:	9,666.76
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Department: 6570 - Veteran Service Officer

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

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	1,553.85
Total:	1.00	1,588.47

TAXES

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

DEDUCTIONS

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

RECAP 6570 - Veteran Service Officer

Earnings:	1,588.47	Benefits:	0.00	Deductions:	80.95	Taxes:	262.03	Net Pay:	1,245.49
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Department: 6580 - Human Resources

Total Direct Deposits: 1,204.92
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
S	4.00	97.21
SAL	-3.00	1,846.99
Total:	1.00	1,944.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,825.31	473.31	0.00
MC	1,922.52	27.88	27.88
SS	1,922.52	119.20	119.20
Unemployment	1,930.58	0.00	0.00
Total:	620.39	620.39	147.08

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,944.20	97.21	88.27
550	0.00	13.62	0.00
615	0.00	8.06	0.00
Total:	118.89	118.89	88.27

RECAP 6580 - Human Resources

Earnings:	1,944.20	Benefits:	0.00	Deductions:	118.89	Taxes:	620.39	Net Pay:	1,204.92
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Department: 6590 - Purchasing Department

Total Direct Deposits: 2,742.56
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	80.00	1,546.15
SAL	1.00	2,074.35
Total:	81.00	3,671.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,314.31	302.63	0.00
MC	3,497.88	50.72	50.72
SS	3,497.88	216.87	216.87
Unemployment	3,671.27	0.00	0.00
Total:		570.22	267.59

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,671.27	183.57	166.68
580	0.00	1.53	0.00
590	0.00	159.59	653.02
595	0.00	5.74	0.00
615	0.00	8.06	0.00
Total:		358.49	819.70

RECAP 6590 - Purchasing Department

Earnings:	3,671.27	Benefits:	0.00	Deductions:	358.49	Taxes:	570.22	Net Pay:	2,742.56
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Department: 6610 - IT-Technology

Total Direct Deposits: 3,745.45
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
Hourly	72.00	2,160.00
S	8.00	240.00
SAL	1.00	2,692.31
Total:	81.00	5,161.55

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,604.01	468.25	0.00
MC	5,062.09	73.40	73.40
SS	5,062.09	313.85	313.85
Unemployment	5,130.97	0.00	0.00
Total:		855.50	387.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,161.55	258.08	234.33
520	0.00	200.00	0.00
550	0.00	30.58	0.00
551	0.00	26.92	0.00
580	0.00	3.06	0.00
590	0.00	0.00	638.02
595	0.00	8.31	0.00
615	0.00	33.65	0.00
Total:		560.60	872.35

RECAP 6610 - IT-Technology

Earnings:	5,161.55	Benefits:	0.00	Deductions:	560.60	Taxes:	855.50	Net Pay:	3,745.45
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Department: 6630 - Grants Department

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

EARNINGS

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

TAXES

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

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,096.92	204.85	186.00
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	5.74	0.00
615	0.00	33.94	0.00
Total:	4,096.92	420.77	520.01

RECAP 6630 - Grants Department

Earnings:	4,096.92	Benefits:	0.00	Deductions:	420.77	Taxes:	474.65	Net Pay:	3,201.50
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Department: 6640 - Code Investigator

Total Direct Deposits: 2,592.40
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	142.00	2,767.43
S	18.00	370.64
Uniform	0.00	50.00
Total:	160.00	3,238.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,008.29	171.84	0.00
MC	3,170.24	45.97	45.97
SS	3,170.24	196.55	196.55
Unemployment	3,238.84	0.00	0.00
Total:	13,587.59	414.36	242.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,238.84	161.95	147.04
551	0.00	57.68	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:	3,238.84	232.08	785.06

RECAP 6640 - Code Investigator

Earnings:	3,238.84	Benefits:	0.00	Deductions:	232.08	Taxes:	414.36	Net Pay:	2,592.40
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Department: 6650 - Emerg Mgnt/Homeland Sec

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

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,649.34
OT	4.00	123.70
S	24.00	684.12
SAL	23.00	1,596.29
Total:	85.00	4,053.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,774.50	251.62	0.00
MC	3,977.17	57.67	57.67
SS	3,977.17	246.58	246.58
Unemployment	4,007.75	0.00	0.00
Total:	15,686.59	555.87	304.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,053.45	202.67	184.03
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	24.86	0.00
Total:	4,053.45	280.48	822.05

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings:	4,053.45	Benefits:	0.00	Deductions:	280.48	Taxes:	555.87	Net Pay:	3,217.10
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Department: 7610 - Sanitation Department

Total Direct Deposits: 2,274.38
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	122.00	2,241.24
Uniform	0.00	25.00
Vacation	16.00	407.92
Total:	138.00	2,708.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,542.76	61.98	0.00
MC	2,678.20	38.83	38.83
SS	2,678.20	166.04	166.04
Unemployment	2,678.20	0.00	0.01
Total:	2,678.20	266.85	204.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,708.78	135.44	122.97
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	0.00	319.01
Total:	2,708.78	167.55	441.98

RECAP 7610 - Sanitation Department

Earnings: 2,708.78 Benefits: 0.00 Deductions: 167.55 Taxes: 266.85 Net Pay: 2,274.38

Department: 8700 - County Agent

Total Direct Deposits: 3,979.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	60.00	1,062.20
S	4.00	70.82
SAL	3.00	3,523.80
Vacation	16.00	283.26
Total:	83.00	4,940.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,748.79	394.49	0.00
MC	4,902.44	71.09	71.09
SS	4,902.44	303.95	303.95
Unemployment	4,924.96	0.00	0.00
Total:	19,478.63	769.53	375.04

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,073.00	153.65	139.52
550	0.00	15.12	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	16.80	0.00
Total:	3,073.00	191.29	777.54

RECAP 8700 - County Agent

Earnings:	4,940.08	Benefits:	0.00	Deductions:	191.29	Taxes:	769.53	Net Pay:	3,979.26
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Packet: PYPKT02040 - PAYROLL 06202021 THRU 07032021
 Payroll Set: 01 - Payroll Set 01

Pay Period: 06/20/2021 - 07/03/2021

Males Paid: 145
 Females Paid: 118
 Total Employees: 263

Total Direct Deposits: 323,421.52
 Total Check Amounts: 6,556.79

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	1,980.23
DA Supplement	0.00	477.70
FLOAT	12.00	215.21
Hourly	14,171.85	274,094.06
JP COMP TAKEN	5.50	168.61
Jud Stip	0.00	3,230.77
LWP	4.00	68.11
Misc	1.00	34.62
OT	302.25	8,916.94
PEO	16.00	265.68
S	696.38	14,126.80
SAL	-153.00	110,742.79
Uniform	0.00	2,275.00
Vacation	699.52	16,309.98
VAC-PAYOUT	340.08	5,729.33
Total:	16,095.58	438,635.83

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	1.50	33.40
Total:	1.50	33.40

TAXES

Code	Subject To	Employee	Employer
Federal W/H	397,084.35	33,717.51	0.00
MC	422,155.04	6,121.24	6,121.24
SS	422,155.04	26,173.53	26,173.53
Unemployment	418,132.22	0.00	0.21
Total:	1,259,526.65	66,012.28	32,294.98

DEDUCTIONS

Code	Subject To	Employee	Employer
400	436,014.13	21,800.69	19,795.04
520	0.00	3,270.00	0.00
530	0.00	699.69	0.00
550	0.00	2,436.63	0.00
551	0.00	2,573.96	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
580	0.00	166.77	0.00
590	0.00	8,260.96	66,361.06
595	0.00	383.53	0.00
610	0.00	152.30	0.00
615	0.00	2,537.26	0.00
Total:	436,014.13	42,645.24	86,156.10

RECAP 01 - Payroll Set 01

Earnings:	438,635.83	Benefits:	33.40	Deductions:	42,645.24	Taxes:	66,012.28	Net Pay:	329,978.31
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**B. \$98,307.26 (Payroll Tax 6/20/2021
- 7/03/2021)**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$98,307.26 (Payroll Tax 6/20/2021 – 7/03/2021)

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
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(1) Judge Haden _____

(2) _____

(3) _____

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

4.  _____
Signature of Court Member

_____ Date



Packet: PYPKT02040 - PAYROLL 06202021 THRU 07032021
 Payroll Set: 01 - Payroll Set 01

Pay Period: 06/20/2021 - 07/03/2021

Males Paid: 145
 Females Paid: 118
 Total Employees: 263

Total Direct Deposits: 323,421.52
 Total Check Amounts: 6,556.79

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	1,980.23
DA Supplement	0.00	477.70
FLOAT	12.00	215.21
Hourly	14,171.85	274,094.06
JP COMP TAKEN	5.50	168.61
Jud Stip	0.00	3,230.77
LWP	4.00	68.11
Misc	1.00	34.62
OT	302.25	8,916.94
PEO	16.00	265.68
S	696.38	14,126.80
SAL	-153.00	110,742.79
Uniform	0.00	2,275.00
Vacation	699.52	16,309.98
VAC-PAYOUT	340.08	5,729.33
Total:	16,095.58	438,635.83

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	1.50	33.40
Total:	1.50	33.40

TAXES

Code	Subject To	Employee	Employer
Federal W/H	397,084.35	33,717.51	0.00
MC	422,155.04	6,121.24	6,121.24
SS	422,155.04	26,173.53	26,173.53
Unemployment	418,132.22	0.00	0.21
Total:	66,012.28	66,012.28	32,294.98

DEDUCTIONS

Code	Subject To	Employee	Employer
400	436,014.13	21,800.69	19,795.04
520	0.00	3,270.00	0.00
530	0.00	699.69	0.00
550	0.00	2,436.63	0.00
551	0.00	2,573.96	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
580	0.00	166.77	0.00
590	0.00	8,260.96	66,361.06
595	0.00	383.53	0.00
610	0.00	152.30	0.00
615	0.00	2,537.26	0.00
Total:	42,645.24	86,156.10	

RECAP 01 - Payroll Set 01

Earnings:	438,635.83	Benefits:	33.40	Deductions:	42,645.24	Taxes:	66,012.28	Net Pay:	329,978.31
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C. \$184,236.15 DMV Remittance

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

\$184,236.15 DMV remittance

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

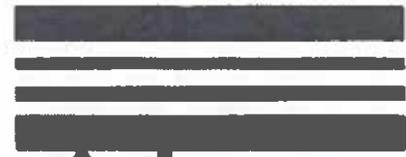
2. Agenda Speakers:

	Name	Representing	Title
(1)	<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

7/15/2021
Date



Requested 7/14/21

\$184,236.15

Due Date	Fund's Report Date	Reporting Date	Total Amount Due	Reporting Amount
06/29/21	07/27/21	07/27/21	184236.15	0.00
06/29/21	06/29/21	06/29/21	434.00	0.00
06/29/21	06/29/21	06/29/21	563.00	0.00
06/29/21	06/29/21	06/29/21	208.00	0.00
06/29/21	06/29/21	06/29/21	192.00	0.00
06/29/21	06/29/21	06/29/21	1000.00	0.00
Total			184236.15	0.00

- 3. To approve the renewal bond #63317145 for County Auditor, Barbara Gonzales**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve County Auditor Barbara Gonzales Bond #63317145

1. Costs:

Actual Cost or Estimated Cost \$ 350.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

7/20/2021
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

INVOICE NO. 18192		Page 1
ACCOUNT NO. OP	DATE	
CALDW01 JB	07/13/2021	
BOND Dec Page		
POLICY #		
63317145		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
08/16/2021	08/16/2022	

Itn #	Eff Date	Trn	Description	Amount
145870	08/16/21	REN	Barbara Gonzales Bond	\$350.00
			Invoice Balance:	\$350.00

001-2130-2070

RECEIVED

JUL 19 2021

CALDWELL COUNTY
AUDITOR'S OFFICE

County Auditor

DISCUSSION/ACTION ITEMS:

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

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

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

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden _____

(2) _____

(3) _____

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

4.  _____
Signature of Court Member

Date 7/20/2021



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

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

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

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

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

2. Enforcement:
 - (a) Upon notification of suspected outdoor burning the tire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
 - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: **Violation of Bum Ban Order.**
Therefore it is in accordance with Local Government Code 352.08 I, a violation of this order is a class C Misdemeanor, punishable by a fine not to exceed \$500.00.

3. This Order does not prohibit prescribed fire(s) conducted in compliance with guidelines set forth by federal or state natural resource agencies and conducted by a prescribed burn manager certified under Section 153.048 Natural Resources Code, and meets the standards of Section 153.047, Natural Resources Code, burned under a burn plan approved by such agencies, or outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
- (a) Firefighter training
 - (b) Public utility, natural gas pipeline or mining operations
 - (c) Planting or harvesting of agricultural crops

IT IS FURTHER ORDERED that an exemption be hereby granted for a bona fide commercial land clearing business, allowing said business to burn as long as all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein, and contact is made and the burning approved by the Caldwell County Emergency Management Coordinator at 1403 Blackjack St. Lockhart, TX at phone Number 512-398-1822, and receiving permission, prior to any outdoor burning.

IT IS FURTHER ORDERED that an exemption be hereby granted to those businesses where welding is an essential function of the business, allowing welding operations to proceed as long as the area of welding operations has been cleared of vegetation for a distance of no less than ten (10) feet in all directions, that there be a second capable person acting as a fire spotter with a sufficient water source available to extinguish fires which may be ignited from stray sparks, and only when all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein.

BE IT ALSO ORDERED, that the purpose of this order is the mitigation of the hazard posed by wildfire during the term of the dry, weather by curtailing outdoor burning; which purpose is to be taken into account in any enforcement action based upon this order.

This order will remain in effect for a period of 14 days, and shall expire at the end of said period.

IN WITNESS WHEREOF, I AFFIX MY SIGNATURE this, the 27th day of July 2021.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

- 5. Discussion/Action** to consider Countywide air flight coverage plan from PHI Medical.
Speaker: Judge Haden; Backup: 8; Cost: TBD

Caldwell County Agenda Item Request Form

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AGENDA DATE: 7.27.2021

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to consider Countywide air flight coverage plan from PHI Medical.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member _____

Date 7/21/2021



Emergency Air Medical Transport Options For Caldwell County, Texas

June 22, 2021

PHI Cares Benefits

- The program covers all out-of-pocket expenses when a patient is transported by a PHI operated aircraft (medically necessary).
- PHI will accept the insurance reimbursement as payment in full for the medically necessary transport – from a hospital to another hospital or from the scene of an emergency.
- Household memberships cover ALL dependent family members residing at the address, **plus** 3 non-family members who live at the same address.
- Unlimited transports by a PHI aircraft.
- Unlimited financial benefits for PHI transports.
- No restrictions for pre-existing conditions.
- There is a 5 day waiting period for new enrollments.
- Medicare participants are accepted.
- PHI Cares national benefit options are valid at over 60 air medical bases nationwide.

Three Options

- **County Membership Program**

- Covers all county residents for transports originating in the county or a surrounding county only.

- **Group Membership Purchase**

- Caldwell County purchases the membership program for all county employees.

- **Individual Membership Enrollments**

- Caldwell County offers the membership program as a benefit for individual purchase through the benefits package during open enrollment period.

Option 1

County Membership Program:

- Provides membership benefits for all county residents for flights originating from Caldwell County or any adjacent county (not national coverage).
- Residents can 'upgrade' their county coverage to national benefit coverage for \$45.00 per year by contacting the PHI Cares membership office.
- Based on US Census data, there are 13,460 households in Caldwell County.
- The cost for limited benefit coverage would be \$6.00 per household or \$80,760 per year.
- The program does not provide benefits for non-residents of Caldwell County.
- A service agreement would be issued to formally outline the requirements of this program.
- PHI would provide the county with a supply of membership cards which Caldwell County will distribute to county residents.
- No county resident roster is required.
- County residents who are transported by PHI would be required to contact PHI if they or a qualified household dependent are transported by PHI Air Medical.

Option 2

Group Membership Purchase:

- Provides National membership benefits for each county employee
- The cost for group membership coverage would be \$50.00 per employee per year.
- A service agreement would not be issued.
- PHI would provide the county with a supply of membership cards, which they will distribute to all eligible employees.
- A detailed roster is required (providing the residential household name and addresses for all *employees*).
- County employees who are transported by PHI would be required to contact PHI if they or a qualified household dependent are transported by PHI Air Medical.
- New group members can join at the group rate throughout the year, but all memberships will start and stop on the same date. (A member who joins late will have a shorter validity time than members who enrolled at the beginning with the rest of the group).

Option 3

Individual Membership Enrollments:

- Provides National membership benefits for each county employee
- Requires 50 or more enrolled members
- The cost for group membership coverage would be \$55.00 per employee per year.
- A service agreement would not be issued.
- Each employee would register and pay for their membership independently, and would receive memberships cards.
- The group rate would cover all group participants with or without health insurance.
- County employees who are transported by PHI would be required to contact PHI if they or a qualified household dependent are transported by PHI Air Medical.
- New group members can join at the group rate throughout the year and would receive 12 full months of membership benefits.

Summary

- Air medical transports occur on average every minute each day (over 500,000 per year and growing).
- Most traditional insurance programs do not cover the full cost of air medical transports.
- Most insurance providers (including Medicare) require large deductibles and co-payments.
- Medicare participants (with the part B supplement) only covers 80% of the allowed amount, leaving each patient to pay the remaining 20%.
- The PHI Cares program shields members from any out-of-pocket costs for their PHI air medical transports.

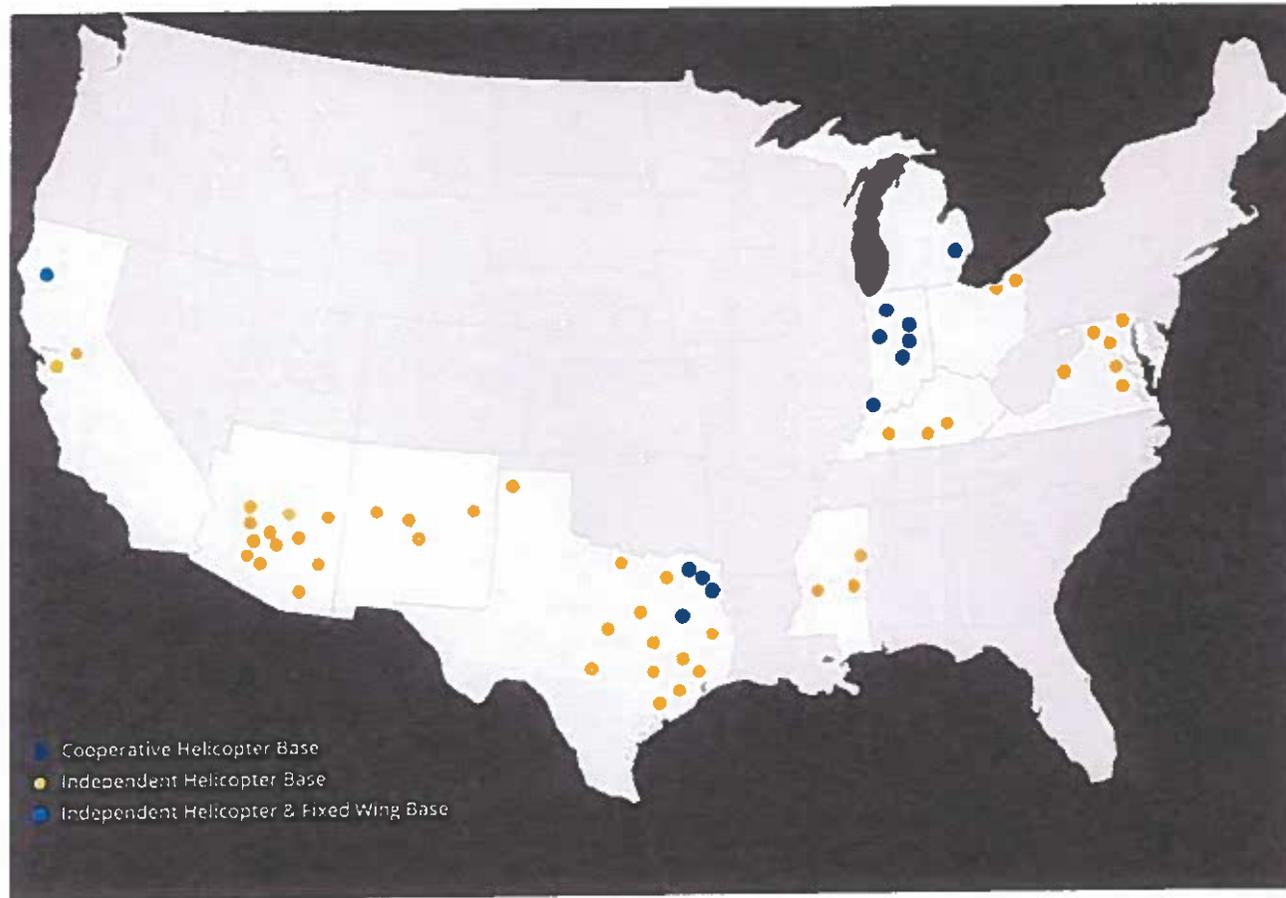
Thank You!

Brian Coutts
Program Director - PHI Cares Membership Program
BCoutts@phiairmedical.com
480.510.2945 Mobile

Kennie Kerr
Membership Sales – PHI Air Medical
KKerr@phiairmedical.com
346.334.1271 Mobile

Appendix

PHI National Coverage Map



6. Discussion/Action to consider Resolution 34-2021, adopting a Cash Handling Policy for Caldwell County. **Speaker: Judge Haden/ Barbara Gonzales ; Backup: 9;**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider Resolution 34-2021, adopting a Cash Handling Policy for Caldwell

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) Barbara Gonzales

(3) _____

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

4. 

Signature of Court Member

Date 7/21/2021



RESOLUTION 34-2021

RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT

WHEREAS, Caldwell County currently lacks a written cash handling policy applicable to County departments and offices; and

WHEREAS, based on the recommendation of the County's external auditor, the County recognizes the necessity of implementing standardized cash handling policies and procedures applicable to employees, department heads, and elected officials, for accepting, safeguarding, depositing and accounting for cash payments made to the County; and

WHEREAS, the proposed cash handling policy is intended to establish strong internal controls for cash collections are necessary to prevent mishandling of County funds and safeguard and protect employees from inappropriate charges of mishandling funds by defining responsibilities in the cash handling process;

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the proposed Cash Handling Policy for Caldwell County is hereby adopted, to be effective immediately upon passage of this resolution.

ORDERED this the 27th day of July 2021.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

CASH HANDLING FOR CALDWELL COUNTY

Strong internal controls for cash collection are necessary to prevent mishandling of county funds and are designed to safeguard and protect employees from inappropriate charges of mishandling funds by defining their responsibilities in the cash handling process. The County cash handling policy requires that areas receiving cash be approved by the Commissioners Court as a Cash collection point unless they are established by statute. A Cash collection point is defined as a department that handles cash on a regular basis. Although departments with casual cash collections are not recognized as Cash collections, they must follow the same cash handling policies and procedures that apply to the Cash collection points.

"Cash" is defined as coin, currency, checks, money orders, and credit card transactions. Required procedures for Cash collection points include the following:

- Accounting for cash as is it received.
- To the greatest extent possible, adequate separation of duties and checks and balances, which includes cash collecting, depositing, reconciling and reporting.
- Proper pre-numbered receipts given for all cash received, whether from computerize receipt or pre-number paper receipt book (as a back system) then converted to computerize receipt.
- When applicable, the supervisor, department head, or elected official should be notified of any voided cash receipts.
- Deposit of cash promptly at the County's Treasurer's Office or into the County Depository into an authorized County account.
- The Auditor's Office should be notified of any changes in cash handling procedures.
- Proper safeguarding of cash.

The use of checking or other bank accounts by County personnel for depositing County cash is prohibited unless the checking or other bank account has been set up by the Treasurer's Office. The Auditor's Office will conduct periodic reviews of cash handling procedures in cash collection offices. The audits will be provided to Commissioners Court.

WHO SHOULD KNOW ABOUT THIS POLICY

Any elected official or administrator with responsibilities for managing County cash receipts and those employees who are entrusted with the receipt, deposit and reconciliation of cash for County related activities should be bondable per County statute and covered under the County insurance. This policy should be included as part of their departmental policies and procedures.

PROCEDURE

Procedures for Fee Collection Points

The following list of procedures is required for the operation of Cash collection points:

- Cash on the premises will be held to an absolute minimum to insure employee safety and to maximize return on investment.
- All cash received must be recorded through a computerized accounting system with computer generated official county receipts or official county temporary cash receipts. When a cash collection point with a computerized accounting system uses temporary cash receipts, those temporary receipts must be converted over to computerized receipts as soon as possible. The customer must be presented an official county receipt form with a duplicate record being retained by the local department. All numbered receipts must be accounted for, including the original of voided receipts. No other types of temporary receipts are acceptable.
- Cash collection points must maintain a clear separation of duties. To the greatest extent possible, offices should have different individuals with different responsibilities for cash handling components: collecting, depositing, disbursement, and reconciling.
- The funds received must be reconciled to the computerized accounting system cash report or to the total of the temporary receipts at the end of each day or at the end of each week. Cash must be reconciled separately from checks, credit cards, and money orders by comparing actual cash received to the cash total from the cash report or to the sum of the cash sales from the manual receipts.
- All cash must be protected immediately by using a cash drawer (bank bags), safe or other secure place until they are deposited. A secure area for processing and safeguarding funds received is to be provided and restricted to authorized personnel.
- Checks must be made payable to Caldwell County Treasurer or to the elected official office in which the transaction was processed. Each check should be endorsed promptly with a restrictive endorsement stamp payable to Caldwell County. The endorsement stamps must be ordered through the Purchasing Department.
- No checks should be cashed at cash collection points from cash receipts. Check transactions should not be cashed or written for more than the amount of purchase. If a refund for \$5.00 or less for overpayment cannot be processed at the time of the transaction, then this amount should be recorded as an overage. If refund is over \$5.00 and a refund cannot be process at the time of the transaction, then a written request should be submitted to Accounts Payable for a refund to be processed. This amount should be reflected as a refund on your daily report.
- All cash must be deposited intact, and not intermingled or substituted with other cash.
- Request for refunds or expenditures should be submitted to Accounts Payable to must be paid through the appropriate county bank account on a duel signature county generated check.

INSTRUCTIONS

Cash received in person

- A receipt must be issued for each payment received. At a minimum, manual pre- numbered receipts must include the date, mode of payment (cash, check or credit card), and the identification of the department and the person issuing the receipt. Machine generated receipts must contain all information required by the accounting system to properly credit and track the payment. Employees receipting checks shall request valid identification and document this information on the face of check as well as the case number.
- All checks must be endorsed immediately with a restrictive endorsement stamp payable to Caldwell County.
- All voided transactions are to be approved and initialed by the area supervisor when applicable.
- Only one cashier is allowed access to a specific cash drawer during a single shift.
- Cash must be kept in a safe or a secure place if a safe is not available until it is deposited. Alternatives to a safe must have prior approval of the Commissioners Court.

Cash received Through the Mail

- The mail must be opened and distributed to the proper individual for processing. All checks must be endorsed immediately with a restrictive endorsement stamp.
- The cash is credited directly into the appropriate county account or receipted through a computerized accounting system, the envelope should also be retained as part of the records. An official county computerized receipt should be prepared, one copy should be kept in the area, and one should accompany any deposit processed through the Treasurer's Office.
- Cash must be stored in a safe or other secure place approved by the Commissioners Court until it is deposited.
- Unidentified receipts must be deposited to a depository account approved for such. All reasonable attempts should be made to identify the correct account and transfer the funds. After the statutory required attempts have been exhausted all unidentified funds under \$100 should be turned over to the Treasurer and all fund transactions in excess of \$100 should be escheated to the State as prescribed by statute where applicable. All escheat reports must be reviewed by the Auditor's Office prior to release.

Balancing of Cash Receipts

- All funds collected must be balanced daily, by mode of payment, by comparing the total of the cash, checks and credit cards to the computerized accounting reports, to the pre-numbered receipts totals, and to the totals of the money

- received by mail.
- Over/short amounts must be separately recorded, and investigated and resolved to the extent possible as set out in the over/short portion of this policy.

Preparation of Deposits

- Checks must be made payable to Caldwell County Treasurer or elected official's office; a calculator tape of the checks should be included with the checks bundled together.
- A calculator tape of the cash should be included bundled together ready for deposit.
- Attach a copy of the Transmittal Batch showing transaction totals for credit card receipts.
- Deposits should be delivered to the Treasurer's office before 1:00 PM, therefore the bank will post the deposit the same day before the bank's daily closing time.
- Locking deposit bags are available at the Treasurer's Office or Depository.

Reconciliation of Cash Collected

- Balance all cash receipts daily to the accounting system and supporting documentation (daily deposit slip, system receipts, and system reports) and resolve all discrepancies.
- A monthly report should be run and given to Caldwell County Treasurer to compare to the monthly bank account statements and accounting system monthly reports and resolve all discrepancies.

SCHEDULING OF DEPOSITS TO TREASURER'S OFFICE

Pursuant to Texas Local Government Code Section 113.022, a county officer or other person who receives money shall deposit the money with the County Treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, on or before the fifth business day after the day on which the money is received unless the Commissioners Court has extended the period during which funds must be deposited.

For purposes of this policy, the Caldwell County Commissioners Court has elected to extend the deposit deadline by five (5) calendar days, provided that the department head or supervising elected official shall provide to the County Judge a written explanation of why the deposit was not made by the fifth business day after the day on which the money was received.

RETURNED CHECKS

Occasionally, a deposited check or money order may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds stolen, forgery,

endorsement, or signature, etc. The Treasurer's office receives notifications from the bank for any return item usually within 10 days. Treasurer should notify the cash collection points of the returned check(s). Each cash collection location should maintain a list of NSF for staff to review when receiving checks. All staff responsible for cash receipting shall refer to the NSF listing when receiving checks. A check shall not be accepted from a customer who has a current NSF check listed.

STOP PAYMENT ON CREDIT CARDS

Reports of credit cards with stop payments should be reported to the Treasurer's office as soon as possible. All efforts should be made to recoup the charge from the client. This will include phone calls to the client, notify by mail, and as far as reporting to the District Attorney office for collections.

RETURNED/STOP PAYMENTS

A procedure for processing NSF and stop payments is a separate policy to which will be sent to each of the cash collection places under separate cover.

EXCEPTIONS

The Commissioners Court must approve any exception to these procedures. For example, in cases where there is not enough staff available to maintain complete separation of duties, an alternate process to safeguard County funds must be established and approved by the Commissioners Court. Requests for exceptions to these procedures must be submitted to the Commissioners Court in writing for consideration at an open meeting.

RECORD RETENTION

All cash receipts and related documents must be maintained in accordance with Record Retention schedules. Accounting reports, deposit slips, credit card receipts, copies of manual cash receipts, etc. should be kept for three years in accordance to record retention rules for these documents.

CASH OVER/SHORT

At the end of each day, cash should be counted by the cashier and double checked by a supervisor. Totals for cash, checks, money orders and credit cards should be verified against the day's collection reports and will be matched to bank deposits by the Treasurer's Office.

All cash overages and shortages must be documented by individual cash drawer on a daily basis and documented with that day's activities report. Shortages may be covered by overages within the following guidelines.

- Any single unexplainable shortage of \$100 or more must be reported in writing to the Auditor's Office. Any combined daily shortage over \$250 per cash collection points must be reported immediately to the Auditor and in writing to the District Attorney. Therefore, daily individual shortages exceeding \$100 or combined of over \$250 must be submitted to Commissioners' Court for consideration of disposition.
- Daily shortages of less than \$5 per individual cash drawer may be covered by department overages. The loss and the request for coverage of the shortage must be included as a finding in the Auditor's audit reports and must be approved by Commissioners' Court.
- If the shortage is the result of a suspected or documented theft, the shortage must be reported immediately and in writing to the Auditor or District Attorney's Office for investigation, regardless of amount.
- Failure to follow approved internal controls and checks and balances is considered to be at least negligence and could be considered misconduct. In either circumstance the coverage of any shortage must be investigated and the results submitted to Commissioners' Court for determination of liability of the elected official or department head as prescribed by the following Indemnification Policy and State law.

INDEMNIFICATION AND/OR PAYMENT OF LOSSES BY THE COUNTY

A public officer is strictly liable for loss of any property or cash collected by his or her office for the county. Any offset policy adopted by Commissioners' Court does not affect the strict liability of the officer beyond the specific situations covered by this policy and State law, and does not apply to any loss of funds resulting from the negligence or misconduct of the public officer or his deputy. If Commissioners' Court determines after a hearing that any losses are the result of the negligence or misconduct of the public officer or deputy, the officer shall not be eligible for indemnification by the county for payments of the loss made by the officer to the county. If after the hearing, Commissioners' Court determines that any part or the whole of the losses are not the result of the negligence and or misconduct by the public officer or deputy, the Court may indemnify the public officer to the extent the losses are not attributable to the negligence or misconduct.

The existence of any offset policy is immaterial to the issues of (1) payment of the loss by the public officer, (2) indemnification of the officer after payment of the loss indemnified where the loss was not the result of the negligence or misconduct of the officer or deputy, (3) payment of the loss by the officer's bond or by county insurance that would result in reimbursement to the county for the amount of the loss, or (4) payment from the officer's personal funds, political funds (if an elected official) or salary.

 Elected Official, Department Head, or Employee
 Form processed 7.2.2021

 Date

OPTIONAL FORM FOR DOCUMENTATION CONCERNING OVER/SHORT ISSUES

CALDWELL COUNTY
Cash Over and Short Policy

Employees who handle cash are expected to be careful and accurate and to settle their funds each day without overages or shortages. We recognize the possibility that differences may occur from time-to-time, and we have developed the following policy:

Verbal Warning

A verbal warning is given if an employee has a cumulative cash over or short total of \$____ or more in one month. This should be indicated on the collection report, signed and dated by both cashier and supervisor.

Written Warning

After an employee has received three verbal warnings, the fourth warning will be a written warning.

A written warning will be issued if an employee exceeds an accumulative total of \$100 or more cash over or short in any month.

Termination

Termination will result upon the third written warning.

Any single shortages of \$100 or more may be grounds for immediate dismissal. The Elected Official or Department Head must address each such occurrence in writing under the advisement of Human Resources.

Exceptions

Any exception to be the above actions **must** be approved in writing by the Elected Official or Department Head.

***Warnings or exceptions involving cash overages or shortages shall be retained in the employees' permanent file, separate from other disciplinary actions warnings.

Employee

Date

Original: Personnel File

Copy: Manager/ Employee CASH OVER AND SHORT POLICY

- 7. Discussion/Action** to consider amendment to Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart for Performance of Governmental functions and Services for the Farmers Market. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

considering the Interlocal Cooperation Agreement between Caldwell County and the City of Lockhart for Performance of Governmental functions and services for the Farmers Marker

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden _____

(2) _____

(3) _____

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

4.  _____
Signature of Court Member

Date 7/15/2021

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES**

WHEREAS, by agreement titled Interlocal Cooperation Agreement ("Agreement") between Caldwell County, Texas, a political subdivision of the State of Texas ("County"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas ("City"), by and through its City Mayor; and

WHEREAS, the agreement references the operation and administration of a Farmers Market ("Market") within the boundaries of Caldwell County and the city limits of Lockhart, Texas; and

WHEREAS, Pursuant to the referenced agreement, Article III, Conditions for Farmers' Market, Section (g) provides that the Market will be allowed on the square on Saturdays, for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI below, but only from 8:00 a.m. to 1:00 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 1:30 p.m.; and

WHEREAS, the County and City desire to amend the agreement in order to revise the time that the Market will be allowed on the square on Saturdays.

NOW, THEREFORE, the County and City agree as follows:

- Article III, Section (g) is hereby amended to read as follows:
(g) The market will be allowed on the square on Saturdays for which no other event is traditionally scheduled, or which is not postponed or cancelled under Section VI, below, but only from 8 a.m. to 2 p.m. Setup begins at 7:30 a.m. and all vendors shall be gone by 2:30 p.m.

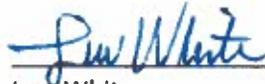
Except as amended herein, the Agreement shall remain in full force and effect. Additional sections to remain as currently written.

Effective as of this the 6th day of July, 2021.

Caldwell County, Texas

The City of Lockhart, Texas

Hoppy Haden
Caldwell County Judge



Lew White
Mayor, City of Lockhart

Date Signed: _____

Date Signed: 7-6-2021

- 8. Discussion/Action** to consider resolution 36-2021, authorizing the County Judge to execute the Service Agreement between Caldwell County and Tyler Technologies, Inc.
Speaker: Judge Haden/ Barbara Gonzales;
Backup: 30; Cost: \$48,572.00

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the Service Agreement between Caldwell County and Tyler Technologies, Inc.

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
<hr/>				

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials:

None To Be Distributed 30 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 7/20/2021



RESOLUTION 36-2021

RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT

WHEREAS, Caldwell County requires software services for the orderly administration and operation of County business throughout various departments; and

WHEREAS, Tyler Technologies, Inc., has offered a Software as a Service Agreement to the County for the purposes of Financial Management, Personnel Management, and Customer Relationship Management; and

WHEREAS Caldwell County, Texas finds that a significant public interest is served by the County and its departments utilizing services offered and provided by Tyler Technologies, Inc.;

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the County Judge is authorized to execute the Software as a Service Agreement between Caldwell County and Tyler Technologies, Inc.

ORDERED this the ____ day of _____, 2021.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Caldwell County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. **SaaS Services.**
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. **Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH**

IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability**. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver**. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor**. We are an independent contractor for all purposes under this Agreement.
15. **Notices**. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists**. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Quarantining of Client Data.** Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Caldwell County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Caldwell County
110 South Main Street
Lockhart, TX 78644
Attention: County Judge



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Robin Reeves
 Quote Expiration: 10/11/2020
 Quote Name: Caldwell County-LGD-SaaS Flip
 Quote Number: 2020-107927
 Quote Description: SaaS Flip

Sales Quotation For

Barbara Gonzales
 Caldwell County
 110 S Main St
 Lockhart , TX 78644-2701
 Phone: 15123981801
 Email: barbara.gonzales@co.caldwell.tx.us

Tyler Software and Related Services - SaaS		One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee	
Financial Management Suite						
Tyler Content Manager Standard Edition TCM SE	0	\$0	\$0		\$6,867	
Core Financials	0	\$0	\$0		\$19,298	
Purchasing	0	\$0	\$0		\$0	
Fixed Assets	0	\$0	\$0		\$0	
Project Accounting	0	\$0	\$0		\$2,983	
Personnel Management Suite						
Personnel Management Includes Position Budgeting	0	\$0	\$0		\$13,471	
ESS Time and Attendance Maintenance	0	\$0	\$0		\$3,759	
Customer Relationship Management Suite						
Incode 10 Cashiering	0	\$0	\$0		\$2,194	
		<i>Sub-Total:</i>	\$0		\$48,572	
		TOTAL:	\$0		\$0	5

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$48,572
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$48,572
Contract Total	\$48,572	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.

- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

- 9. Discussion/Action** to consider the imposition of Optional County Fees through the Texas Department of Motor Vehicles (DMV) for Calendar year 2022 **Speaker: Judge Haden; Backup: 3; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the imposition of optional county fees through the Texas Department of Motor Vehicles (DMV) for Calendar year 2022

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials:

None To Be Distributed 3 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 7/20/2021



July 16, 2021

Re: Imposition of Optional Fees for Calendar Year (CY) 2022

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1, with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the CY 2022 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo, and Webb counties **ONLY**;
- May not exceed \$10 (or \$20 for Brazos, Cameron, and Webb counties **ONLY**); and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2022, please select OPTION A. If your county will change fees, please select OPTION B and include a copy of the effectuating commissioners court order.

DEADLINE: Please return the form and commissioners court order, if applicable, by Wednesday, September 1, 2021, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Roland D. Luna, Sr., Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

RL:CT:MV

cc: County tax assessor-collectors

10. Discussion/Action Considering the 2022 Sheriffs' and Constables' Fees. **Speaker: Judge Haden; Backup: 4; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

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

What will be discussed? What is the proposed motion?
considering the 2022 Sheriffs' and Constables' Fees.

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

7/15/2021
Date

2021 - CALDWELL COUNTY

Fee Name	Fee Amt
Notices	
Subpoenas	80.00
Summons	80.00
Orders of Sale (*+)	250.00
Writ of Possession (if move out exceeds two hours, additional fee \$35/hour)	250.00
Forcible Detainer	75.00
Writ of Attachment (+)	250.00
Writ of Garnishment (+)	250.00
Writ of Sequestration (+)	250.00
Service Fees	
Small Claims Citation	80.00
Justice Court Citation	80.00
All Other Courts' Citations	80.00
Order of Retrieval Filing Fee	80.00
Order of Retrieval Execution Fee	150.00
Other Service Fees	
Notice	85.00
Deposition Subpoena	80.00
Subpoena-Duces Tecum	80.00
Precept to Serve	80.00
Civil Subpoenas	80.00
Complaints	80.00
Temporary Restraining Order (+)	80.00
Writ of Attachment/Person & Property (+)	250.00
Posting Written Notices in Public Places	50.00
Writ of Execution (*+)	250.00
Writ of Restitution (+)	250.00
Writ of Injunction (+)	250.00
Writ of Habeas Corpus	250.00

(*)County commission due based on percent of monies collected:
 10 percent of first \$10,000.00;
 5 percent of next \$15,000.00;
 2.5 percent of amounts more than \$25,000.00.

(+)For a Writ Order of Sale served outside Caldwell County that exceeds two hours, additional fee of \$35/hour plus \$0.555/mile for mileage required for an officer to perform service & then return.

Impound/per head	25.00
Impoundment Fees (per day)	10.00

Address 1
 Title Sheriff
 Address 1204 Reed Drive

Address 1	
Additional Address	
City, State Zip	Lockhart, TX 78644
Phone	512-398-6790
Fax	

 **Transparency**

Local Government

Reporting Sheriffs' and Constables' Fees

Overview

Each county commissioner's court must set fees for civil services by its sheriffs and constables and report them to the Comptroller's office. (See Local Government Code 118.131(f).) These fees do not apply to criminal cases.

Every year, this data is published by the Comptroller's office in the Sheriffs' and Constables' Fees lookup tool, as well as in the Sheriffs' and Constables' Fees Dashboard.

Reporting

The three-month annual reporting period for sheriffs' and constables' fees begins on July 15 and closes on October 15. Counties may edit their report any time during this period.

The county is responsible for filing a report even if the county has not changed fees.

The reporting period is currently closed.

Reporting Deadlines

Changes to your Sheriffs' and Constables' Fees for 2022 must be submitted to the Comptroller's office no later than Oct. 15, 2021.

To meet this deadline and to comply with the law, you must:

- place this item on your commissioners court meeting agenda
- adopt the fees before Oct. 1, 2021.

New fees will take effect Jan. 1, 2022. Failure to meet this deadline will result in 2021 fees remaining in effect throughout 2022.

Before December 15 of each year, the Comptroller's office compiles the information provided by counties and sends the data to:

- the commissioners' court of each county in Texas;

11. Discussion/Action to consider the approval of the award recommendation for RFB 19CCP01-B-5 Harwood Rd. FEMA Box Culvert Project to 304 Construction.
Speaker: Judge Haden/ Danie Blake;
Backup: 4; Cost: \$210,000.00

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

To approve award recommendation for RFB 19CCP01-B-5 Harwood Road FEMA Box Culvert Project to 304 Construction.

1. Costs:

Actual Cost or Estimated Cost \$ 210,000.00

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? N/A

2. Agenda Speakers:

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

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

4. 

Signature of Court Member

07/20/2021

Date

Caldwell County - RFB 19CCP01-B-5				
Harwood Rd. Box Culvert FEMA Project				
Bid Opening 07/08/2021 Time: 10:00 AM				
Issue Date:	5/27/2021	Department:	Danielle Blake - Purchasing Dept.	
Closing Date:	7/8/2021	Phone:	512-359-4685	
Respondent:	Respondent Address:	Bid Amount:	Opened at:	All Materials Provided:
304 Construction LLC	1083 FM 812 Ste I-9 Cedar Creek TX 78612	\$210,000.00 Alt #1 Add \$20,000.00 Alt #2 Add \$20,000.00 Alt #3 \$100.00	@ 10:01 Am	yes
WJC Construction LLC	P.O. Box 104 Smithville, TX 78957	\$248,500.00 Alt #1 \$110,000.00 Alt #2 \$58,000.00 Alt #3 \$950.00	@ 10:06	yes

Purchasing Agent Signature: Danielle Blake 

Witness Name: Shenale Gerrity

Witness Signature: Shenale Gerrity 

Caldwell County
REQUEST FOR BIDS

Bid Reference Number: RFB 19CCP01B-5

Project Title: DR-4332 Box Culvert Upgrades – Harwood Rd.

Bid Closing Date: 2 :00 P.M. (CST), ~~Tuesday~~, July 8th, 2021
Thursday

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Caldwell County

Request for Bids

1. Introduction

- A. **Project Overview:** Caldwell County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. **RFB Questions:**
- i. **RFB Clarifications:** All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent and Unit Road Director identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Caldwell County website (<http://www.co.caldwell.tx.us>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. **Acknowledgement of Addenda:** The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. **Notification of Errors or Omissions:** Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. **Conflict of Interest Questionnaire (Form CIQ):** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. **Certificate of Interested Parties (1295 Form):** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. **House Bill 89 Verification Form:** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid.

County of Caldwell ("County"): The County of Caldwell, Texas.

Caldwell County Purchasing Office: The Caldwell County Purchasing Office is located at 110 S. Main St. Lockhart, TX 78644 2nd Floor – PH: 512-359-4685.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Danie Blake:
Phone: (512) 359-4685
E-Mail: danielle.blake@co.caldwell.tx.us

County Engineer: Tracy Engineer
Phone: 512-583-2650
E-Mail: tbratton@doucetengineers.com

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. **Tax Exempt Status:** County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. **Legal Relations and Responsibilities:** Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. **Application:** These standard terms and conditions shall apply to all County of Caldwell (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.

- E. **Requirements:** By submitting a Bid, the bidder agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. **Legal Compliance:** Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Right to Refuse Bid:** The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. **Estimated Quantities:** If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- I. **Independent Contractor:** Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. **Assignments:** The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Caldwell County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. **Liens:** Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. **Gratuities/Bribes:** Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. **Financial Participation:** Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be

terminated and/or payment withheld if this certification is inaccurate.

- N. Responsiveness of Bids: The County desires to receive competitive Bids, but will declare any Bids "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the bid price (Price per cubic yard) will prevail. The unit based price of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids: In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 262.027(b).
- Q. Withdrawal of Bids: Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidder: The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.
- T. Outstanding Liabilities: Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

- V. Solicitation Results: The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Caldwell County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Caldwell County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid: The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendments

- A. RFB Withdrawal: The County reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments: The County reserves the right to amend any aspect of this RFB by formal written Addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department Issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

5. Bid Submittal Requirements

- A. Submittal Packet – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Bid (Page 17-24).
- B. Submittal Deadline: The deadline for submittal of Bids is 2:00PM (CST) Tuesday July 8th, 2021. It is the Bidder's responsibility to have the Bid correctly marked and hard-copies delivered to the Caldwell County Purchasing Office. No extensions will be granted and no late Bids will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded in the Caldwell County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid: Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the Caldwell County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format: All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or

legibly written in ink. All Bids shall be mailed or hand delivered to Caldwell County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.

- F. **Validity Period:** Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Bid Evaluation and Contract Award

- A. **Bid Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. All bids should be on a unit based price (per cubic yard). Caldwell County will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Caldwell County in this RFB, to include bonds and insurance requirements. The selected bidder must NOT be debarred from any federal and/or state agency and Caldwell County will conduct a review of the bidder's status on SAM.Gov. The Caldwell County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**
- B. **Completeness:** If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, County alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the County, such that the bid may be considered for award.
- C. **Ambiguity:** Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. **Controlling Document:** In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. **Unit based price Prices and Extensions:** If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the bidder will be bound thereby.
- F. **Firm Prices:** Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the County may mutually agree to extend the firm price period.
- G. **Additional Information:** County may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.

- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of County.
- I. Debarment: The selected Bidder must **NOT** be debarred from any federal and/or state agency and Caldwell County will conduct a review of the Bidder's status on SAM.Gov. The Caldwell County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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Appendix A – Scope of Services

1. **Project Title:** DR-4332 Box Culvert Upgrades for Harwood Road

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Caldwell County Purchasing Agent, Danie Blake through e-mail at danielle.blake@co.caldwell.tx.us

3. **Bid Evaluation Factors:**

Bid Price	Factor
Lump Sum	Cost to complete all tasks listed within Appendix A for Harwood Rd to include all necessary bonds and insurance.
Hourly Rate	Possible Hourly Rate for Dewatering (To include pump)

4. **Key Events Schedule: (all durations in calendar days subject to normal weather)**

Bid Release Date	May 25th, 2021 5
Deadline for Submittal of Written Questions	PM, July 2, 2021
Sealed Bids Due to and Opened by County	2PM, Tuesday, July 8th, 2021
Anticipated Award Date	July 13th, 2021
Mobilization After Award	21 Days
Substantial Completion	75 Days
Final Completion	90 Days

5. **Scope of Services:**

Project Overview:

Caldwell County is seeking to enter into a construction contract with a competent contractor to provide construction services for the construction of a multiple-barrel cast in place box culvert. The project location is on Harwood Road in Precinct 2 of Caldwell County (Latitude: 29.68395 Longitude: -97.51228.) The awarded contractor must meet and adhere to all local, state and federal construction contract requirements which are listed in the RFB. The Contractor will be required to coordinate with Caldwell County. During the incident Hurricane Harvey, very heavy rainfall caused Mule Creek near Harwood Road to become overwhelmed. As a result, high velocity floodwaters cause the existing double barrel culvert to deform and separate from the headwall, resulting in loss of material from adjacent roadbed. In order to prevent future damages from similar event the county proposes to contractor the following mitigation measures.

- **CONTRACTOR** shall establish traffic control measures.
- **CONTRACTOR** establish appropriate erosion and sedimentation controls.
- **CONTRACTOR** will construct two (2) box culverts (and appropriate end treatments) to mitigate the erosion that has occurred flowing toward mule creek.
- **CONTRACTOR** shall restore the site post construction.

Sequence of Work:

- **CONTRACTOR** will establish traffic control and construct a temporary bypass roadway.
- **CONTRACTOR** will place erosion control devices.
- **CONTRACTOR** will construct a temporary bypass roadway.
- **CONTRACTOR** will remove and stockpile road materials for reuse.
- **CONTRACTOR** will remove the existing structures and dispose.
- **CONTRACTOR** will excavate and grade as necessary to establish flow line.
- **CONTRACTOR** will establish the flowline elevation and alignment. Flowline elevation and alignment must be approved by Caldwell County prior to beginning any work.
- **CONTRACTOR** will install two (2) 6'x6' box culverts.
- **CONTRACTOR** will install / repair headwalls as required.
- **CONTRACTOR** will backfill and restore driving surface with stockpiled materials and additional embankment as necessary.
- **CONTRACTOR** will reconstruct removed / damaged portion of the paved surface of Harwood Road within the limits of construction with 2-course chip seal following TxDOT specifications.
- **CONTRACTOR** will remove all erosion and sedimentation controls
- **CONTRACTOR** will remove traffic control and re-establish the normal flow of traffic.

General Notes:

CONTRACTOR shall provide all labor, equipment, materials, forms, concrete pumps, and embed plates necessary to construct the box culverts.

CONTRACTOR may be required to dewater the site depending upon adverse weather throughout the course of the project.

CONTRACTOR shall visit the project site to verify existing conditions and dimensions. Use natural flow grades for determining the appropriate finished grade and the corresponding quantities for any additional embankment or fill necessary to achieve final grade. The final grade is the natural flow of the creek and is to be confirmed and approved by the Caldwell County Engineer or designee prior to placing concrete box culvert sections.

CONTRACTOR is responsible for concrete sampling including compressive strength testing. Test reports will be provided to the County Engineer. The Contractor will provide traffic control.

The decision to open the road to traffic will be coordinated with Caldwell County Unit Road and may necessitate additional traffic control to safely carry drivers through an active work zone.

Time may be suspended to allow the procurement, manufacture and delivery of the culverts. Days may be credited as indicated in the event weather creates conditions that prevent the Contractor from working.

RFB 19CCP01B-5 - BID ITEMS

MOBILIZATION (NOT TO EXCEED 5% OF TOTAL)	\$	10,000 -
TEMP. BYPASS CONSTRUCTION	\$	40,000 -
DEMOLITION	\$	20,000 -
INSTALLATION OF NEW CULVERTS	\$	70,000 -
ROADWAY RECONSTRUCTION	\$	40,000 -
FINAL CLEANUP	\$	30,000 -
TOTAL	\$	210,000 -

RFB 19CCP01B-5 - BID ALTERNATES

#1 PRE-CAST BOXES IN LIEU OF CAST-IN-PLACE	\$	Add 20,000 -
#2 FULL REPLACEMENT OF CONCRETE WINGWALLS	\$	Add 20,000 -
#3 HOURLY RATE FOR DE-WATERING	\$	100 -

Caldwell County reserves the right to review the competitive nature of bids with or without alternates at its sole discretion.

Addendum Acknowledgement:

Addendum #	Addendum Date	Initials of Bidder
<u>1</u>	<u>6.24.21</u>	<u>Wm</u>
<u>2</u>	<u>6.28.21</u>	<u>Wm</u>
_____	_____	_____
_____	_____	_____



 Authorized Bidder Signature:

6.10.21

 Date:

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HARWOOD RD. CULVERT REPLACEMENT CONSTRUCTION PLANS

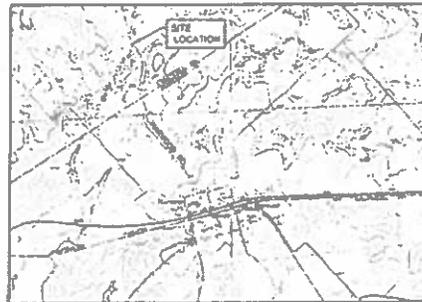
HARWOOD ROAD
CALDWELL COUNTY, TEXAS 78644

OWNER: CALDWELL COUNTY
188 S. MAIN ST.
LUGOQUART, TEXAS 78644

CONTACT: DONALD LAJOLIE
UNIT ROAD ADMINISTRATOR
1780 F W 3720
LUGOQUART, TX 78644
512-386-7388

ENGINEER: CHARLES R. WIRTANEN P.E.
BOWMAN CONSULTING GROUP
100 S. CAPITAL OF TEXAS HWY
BUILDING 2, 2ND FLOOR
AUBURN, TEXAS 76704
(817) 277-1188

PROJECT ADDRESS: HARWOOD RD
1.3 MI. NORTH OF HARWOOD, TX



VICINITY MAP
1"=800'

Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES
3	EROSION AND SEDIMENTATION CONTROL PLAN
4	EROSION AND SEDIMENTATION CONTROL DETAILS
5	EXISTING CONDITIONS AND DEMOLITION PLAN
6	TRAFFIC CONTROL PLAN
7	PROP. CULVERT PLAN & PROFILE
8	PAVING PLAN
9	DETAILS 1 OF 2
10	DETAILS 2 OF 2



SUBMITTED FOR APPROVAL BY:

Charles R. Wirtanen
CHARLES R. WIRTANEN, P.E.

MARCH 11, 2019
DATE

REVIEWED BY:

CALDWELL COUNTY

DATE

SUBMITTAL DATE

REVISIONS / CORRECTIONS

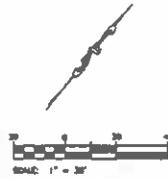
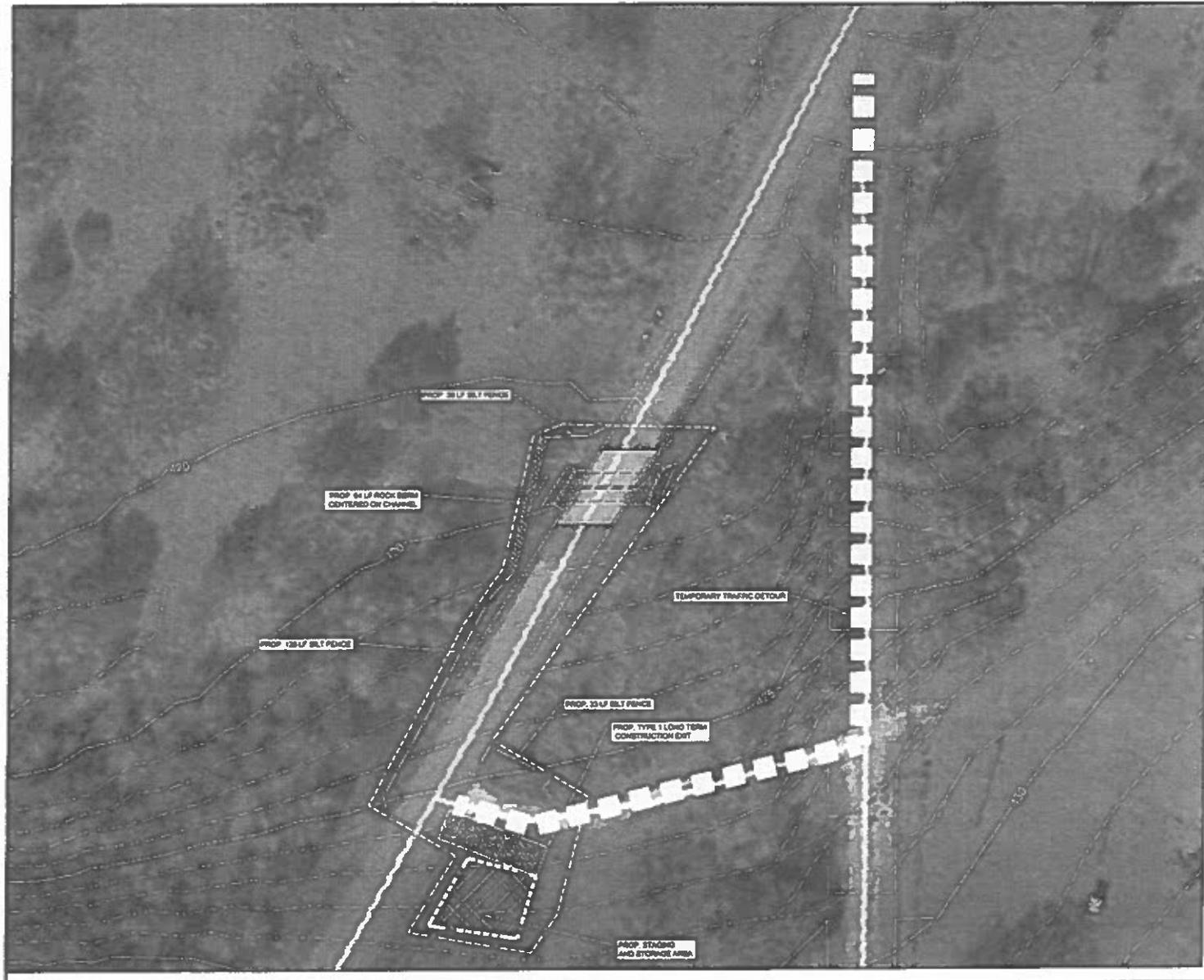
NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.	REASON

THE CONTRACTOR SHALL VERIFY THE EXACT LEGAL ROW OF
EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR
ASSUMES ALL LIABILITY FOR ANY DAMAGES THAT MAY RESULT FROM
NOT CORRECTLY LOCATING THE EXISTING UTILITIES.

Bowman
CONSULTING

1800 F.W. Road, Suite 200, Lubbock, TX 79401

DATE: MARCH 2019
SHEET 1 OF 10



LEGEND

	Proposed Construction
	Proposed EMT
	Proposed Storage Area
	Proposed Silt Fence
	Proposed Rock Berm
	Proposed Traffic Detour
	Proposed Culvert
	Contour Line
	Road Centerline
	Property Boundary

LEGEND

	Level of Construction
	Silt Fence
	Rock Berm
	Long Term Construction EMT

NOTE
ALL DISTURBED AREAS TO BE RE-VEGETATED

NOTE
CONTOURS FROM 2009 CAPOG LIDAR

Bowman CONSULTING

Bowman Consulting Group, LLC
1100 S. Capital Blvd., Suite 200
North, Texas 75062
Phone: 972.207.1100
Fax: 972.207.0000
www.bowmanconsulting.com

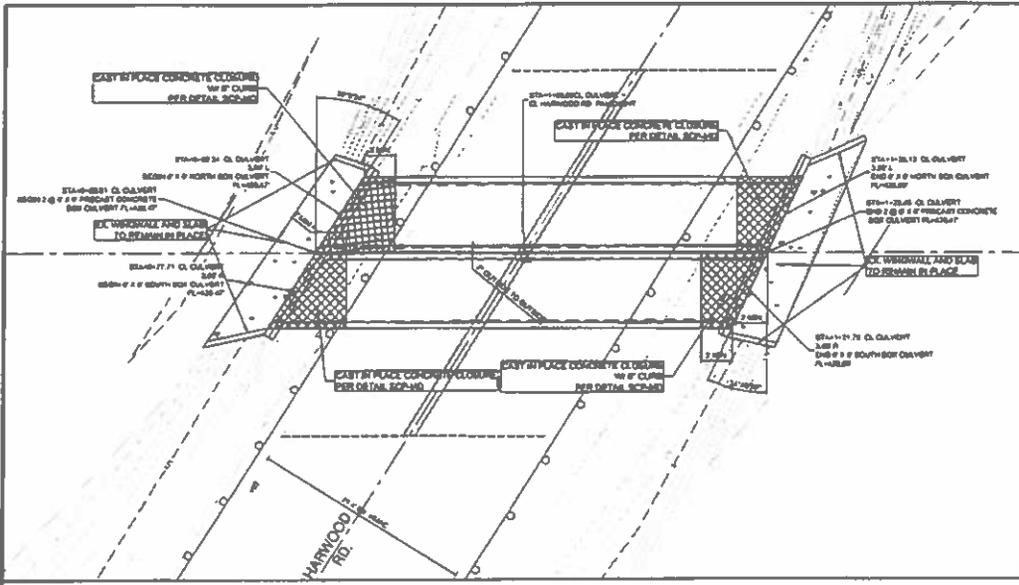
EROSION AND SEDIMENTATION CONTROL PLAN

HARWOOD RD. CULVERT REPLACEMENT

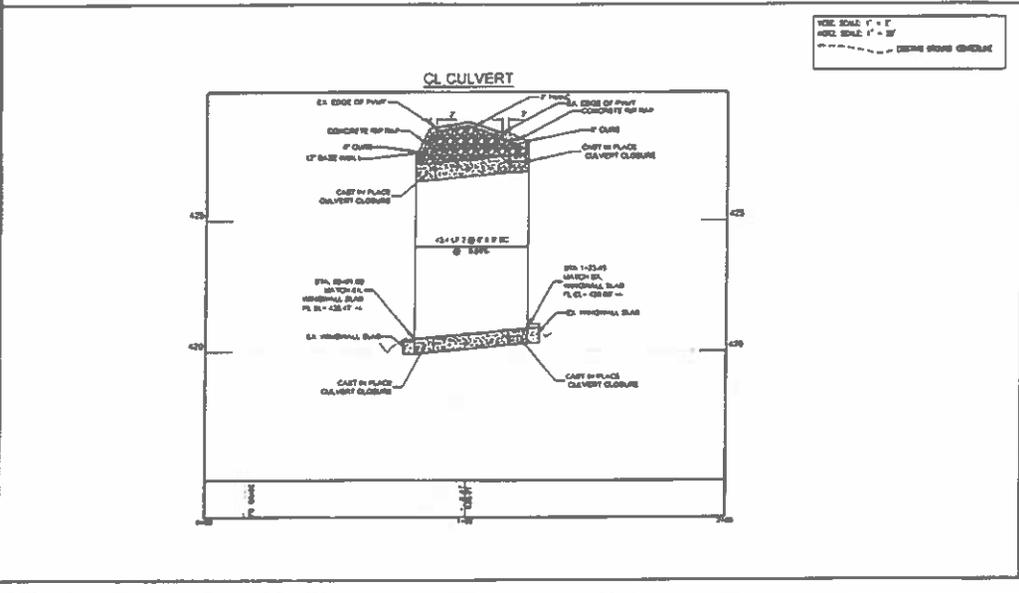
CARROLL COUNTY



DATE	February 25, 2010
FILE NO.	
JOB NO.	07000-0-00
SHEET	21 OF 21
DRAWN BY	FA
CHECKED BY	ONS



- PROPOSED CULVERT NOTES:**
1. CULVERT ENDS TO BE CONSTRUCTED IN ACCORDANCE WITH TxDOT DETAIL SCP-40.
 2. PROP. CULVERT TO BE CONNECTED TO EXISTING WINGWALLS AND WINGWALL SLAB.
 3. DRILL AND GROUT 2'-4" DOWELS AT 12" O.C. TO CONNECT EXISTING WING WALL SLAB TO CULVERT CLOSURE.
 4. PRECAST BOX CULVERTS TO BE PER FILL HEIGHT LESS THAN 2 FT. AS SHOWN ON TxDOT DETAIL SCP-4.



VERT. SCALE: 1" = 4'
 HORZ. SCALE: 1" = 20'
 --- DETAILED CROSS SECTION

LEGEND

- Existing Wingwall
- Existing Wingwall Slab
- Proposed Wingwall
- Proposed Wingwall Slab
- High Ground Surface
- High Water Surface
- Proposed Culvert
- Proposed Culvert Slab
- Proposed Culvert Closure
- Proposed Culvert Slab Closure
- Proposed Culvert Slab
- Proposed Culvert Closure

PROF. CULVERT PLAN & PROFILE

HARWOOD RD. CULVERT REPLACEMENT

CALDWELL COUNTY, TEXAS

Scale: 1" = 2'

DATE: February 10, 2010

FILE NO. 2010-02

DATE: February 10, 2010

FILE NO. 2010-02

Bowman CONSULTING

1000 E. Center of Commerce
 Suite 1000
 Dallas, Texas 75202
 Phone: (469) 221-1100
 Fax: (469) 221-1101
 www.bowmanconsulting.com

PROF. CULVERT PLAN & PROFILE

HARWOOD RD. CULVERT REPLACEMENT

CALDWELL COUNTY, TEXAS

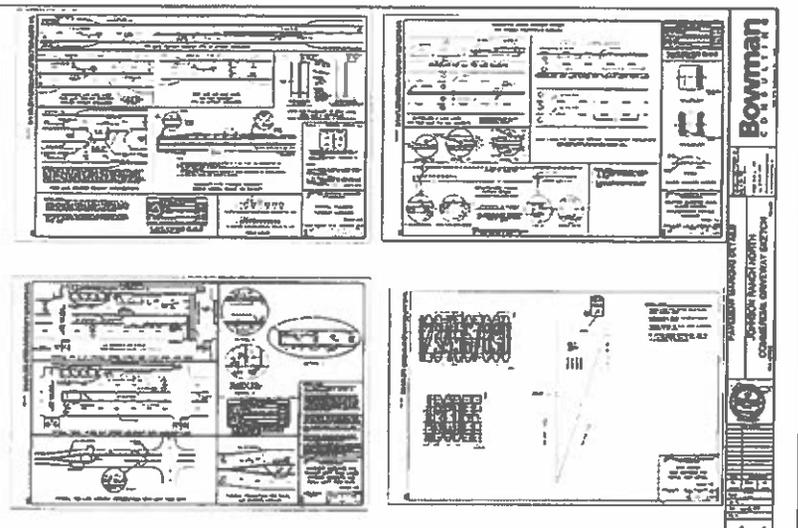
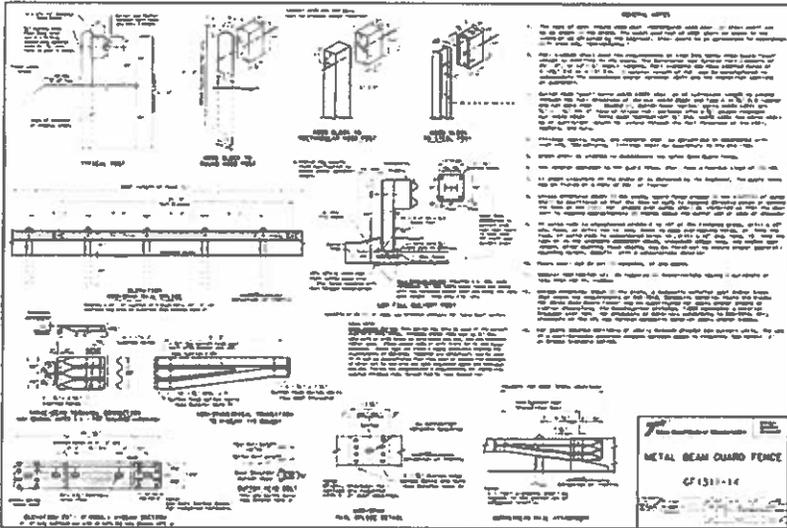
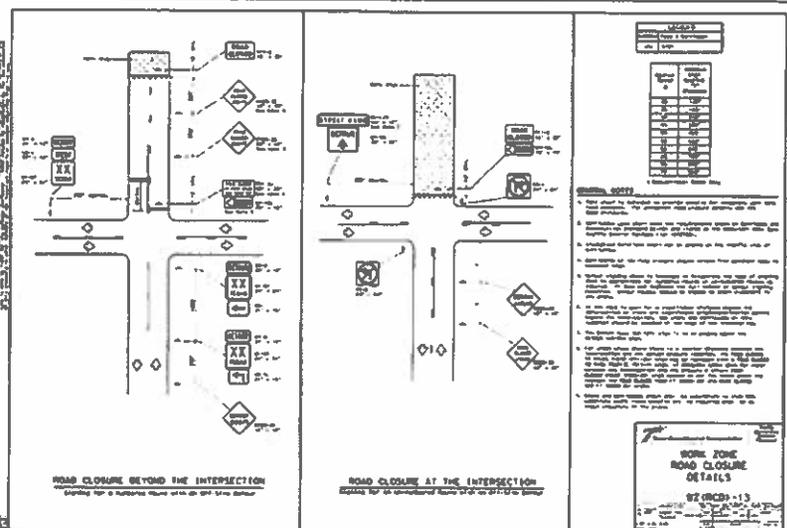
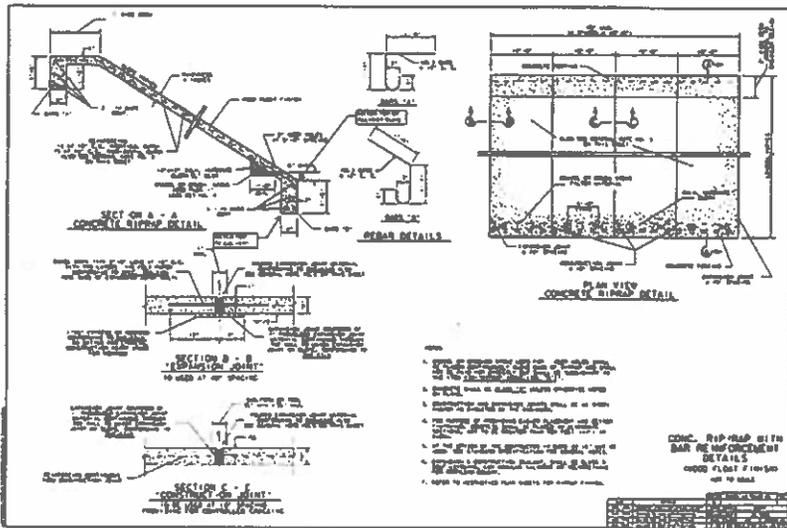
Scale: 1" = 2'

DATE: February 10, 2010

FILE NO. 2010-02

DATE: February 10, 2010

FILE NO. 2010-02



Harwood Rd.

Temporary Bypass Road. Add. #1

Remove existing fence during box culvert installation. Install new fence with relocated gate(see note below) after completion of box culvert installations.

Install 28' of 60" Arch 2 2/3" x 1/2" CMP with 3:1 Sloped End Sections
Finish surface with asphalt or cold mix

Restore or Replace existing fence

Install relocated gate from south entrance

Install minimally 18' wide temporary road

Extend existing culvert for temporary access road

Remove existing gate, post headers and after completion of box culvert installation relocate and re-install gate post headers (JD) at the north access (minimally set back 30' from R.O.W. get with property owner for location). Install at the north access the gate with star emblems. Install new fence section with posts in kind across existing south access and restore disturbed areas.

10" Base installation

8" Base installation

Red Line is extent of Base Installation

Blue Line is extent of Base Installation to achieve 18' minimum width for driving surface



Appendix B – Bid Verification

Submittal Checklist: (To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB)

- ✓ Appendix A must be completed, signed and included in the Bid submittal.
- ✓ Appendix B must be completed, signed and included in the Bid submittal.
- ✓ Appendix C - Federal Assurances Form must be completed, signed and included in the Bid submittal.
- ✓ Appendix D - Anti-Lobbying Certification must be completed, signed and included in the Bid submittal.
- ✓ Appendix E - CIQ Forms must be completed, signed and included in the bid submittal.
- ✓ Appendix F - Form 1295 must be completed, signed and included in the bid submittal.
- ✓ Appendix F - HB 89 Verification Form must be completed, signed and included in the Bid submittal.
- ✓ Proof of Contractor's Ability to Meet the Insurance Requirements
- ✓ Signed Addendum(s) (if any are issued by Owner).

All Bids submitted to Caldwell County shall include this page with the submitted Bid.		
RFB Number:	RFB 19CCP01B-5	
Project Title:	DR-4332 Box Culvert Upgrades for Harwood Rd.	
Submittal Deadline:	2:00 P.M. (CST), Tuesday, July 8th, 2021	
Submit hard-copies to:	MAIL: Caldwell County Purchasing Department: Attn: Danie Blake 110 S. Main St. Lockhart, Texas, 78644	HAND DELIVER: Caldwell County Purchasing Department: Attn: Danie Blake 110 S. Main St. 2 nd Floor Lockhart, TX 78644
	Bidder Information:	
Bidder's Legal Name:	304 construction, LLC	
Address:	1083 Fm 812 ste i-9 Cedar Creek	
County, State & Zip	Bastrop, TX 78612	
Federal Employers Identification Number #	91-5107808	
Bidder's Point of Contact:	Adam Meuth	
Phone Number:	512-718-4463	Fax Number:
E-Mail Address:	meuth304construction@yahoo.com	

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Wayne Meuth owner/pres.

Signature of Authorized Representative: 

Signed this 10th (day) of June (month) 2021 (year)

Appendix B – Bid (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for 120 Calendar Days.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Bidders List registration number: _____
- 2) Prime contractor HUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: 81.5107808
- 4) An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number:

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Bidders must provide the County with a current W-9 before any goods or services can be procured from the Bidder.
- B. Governing Law and Venue: All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids or any resulting contract shall be brought before an appropriate court located in the Caldwell County.
- C. 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 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 Agreement 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.

- D. **Termination for Cause:** The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Bidder violates any of the provisions of these specifications; or
 - iii. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
 - v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. 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.

A "Termination for Cause" clause will be added to select Bidder's contract with Caldwell County.

- E. **Termination for Convenience:** This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to select Bidder's contract with Caldwell County.

- F. **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, in such event, 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 Caldwell County.
- G. **Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award of \$100,000 or more 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.

- H. 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.
- I. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): 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).
- J. Affirmative Action/EOE: 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) as amended.
1. 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: 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.
 2. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor 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.
 4. 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.

5. 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.
6. 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.
7. 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.
9. 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.
10. 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.
11. 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.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.
- K. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Caldwell County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Caldwell County Grants Department for approval and processing for payment. Caldwell County will pay based on percentage of completion at the time of pay application submission pending verification from Caldwell County Grants Department or designee. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit based price pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Caldwell County will NOT pay any fees to the vendor other than the agreed upon bid price.
- L. 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:
- The **CONTRACTOR** shall pay Caldwell County, liquidated damages, \$500 per day for each day past the specified completion date.
 - The **CONTRACTOR** shall pay Caldwell County, liquidated damages, \$1500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** and/or sub-contractor(s). Application of liquidated damaged does not release the **CONTRACTOR** from the responsibility of resolving or repairing
 - 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.
- M. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. Payment and Performance Bonds: Payment and Performance bonds shall be required and issued for this contract should the total unit based price reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after written notice to proceed is sent to them by Caldwell County, a Payment Bond will be executed and delivered to Caldwell County for the amount of one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Caldwell County should the contract amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all work, the Payment and Performance Bond shall be released. Cost of all bonds must be included in the bid price. Payment for services will not be made until receipt of all required bonds has been made to Caldwell County.

- O. **Funding:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- P. **Taxes:** The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- Q. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Caldwell County that said contractor has the ability to meet all insurance requirements listed above.

- S. **Indemnification:** Bidder agrees to defend, indemnify and hold harmless the County of Caldwell, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR BIDS:


Authorized Signatory for Contractor:

304 construction, LLC
Name of Company:

6.10.21
Date:

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Owner/Pres	
APPLICANT ORGANIZATION 304 construction, LLC	DATE SUBMITTED 6.30.21	

Appendix D

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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.

(2) 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.

(3) The undersigned shall require that the language of this 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Wayne Meuth

DR-4332 Box Culvert Upgrades

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Owner pres.

10-30-21

Harwood Rd

SIGNATURE

DATE

[Handwritten Signature]

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: 304 Construction, LLC

Street address: 1083 Fm 812 Ste i-9

City, State, Zip: Cedar Creek, Tx 78612

Wayne Meuth
CERTIFIED BY: (Type or print)

Owner
TITLE:

* 
(Signature) 6.10.21
(Date)

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>A</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: <u>A</u> a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: <u>304 construction, llc</u> <u>1083 Fm B12 Ste 1-9</u> <u>Cedar Creek, TX 78612</u> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: <u>\$</u>	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Wayne Meuth</u> Title: <u>owner/pres.</u> Telephone No. <u>512581 7999</u> Date: <u>6.10.21</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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 followup 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.

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

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.

304 Construction, LLC

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.

Caldwell County
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]
Signature of vendor doing business with the governmental entity

6-10-21
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
304 Construction, LLC
Cedar Creek, TX United States

Certificate Number:
2021-768270

Date Filed:
06/17/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Caldwell County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB19CCP01B-5
Box Culvert Upgrade

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Meuth, Wayne	Cedar Creek, TX United States	X	

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is Wayne Meuth, and my date of birth is 9.28.53.

My address is 1083 Elm St (street), 812 Stei-9 (city), Cedar Crk (state), Tx (zip code), 78612 (country), USA.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bastrop County, State of Tx, on the 17th day of June, 2021.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)



House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Wayne Meuth, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

304 Construction, LLC
Company Name

[Signature]
Signature of Authorized Official

Owner/Pres. 6.10.21
Title of Authorized Official Date

DEPARTMENT OF FINANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Farm Bureau - Cassie Barrientos 501 Old Austin Highway Bastrop, TX 78602	CONTACT NAME: Cassie Barrientos	
	PHONE (AG, No, Ext): 512-321-1076 FAX (AG, No): 512-321-1078 E-MAIL ADDRESS: cbarrientos@bfb-ins.com	
INSURED 304 Construction, LLC 1083 FM 812, Unit I-9 Cedar Creek, TX 78612-3688	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	Y	0001319211	1/30/2021 1/30/2022 <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Caldwell County 110 S Main Street Lockhart, TX 78644	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

Date: 06/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENT: CASSIE BARRIENTOS 501 OLD AUSTIN HIGHWAY BASTROP, TX 78802 PHONE # 512-321-1078 FAX # 16123211078 CODE: 74V EMAIL: cbarrientos@cbf-ins.com	PRODUCER: Texas All Risk Insurance 9696 Skillman St. Suite 170 Dallas, Tx 75243 1-800-627-0303
INSURED 304 CONSTRUCTION, LLC DBA: 304 CONSTRUCTION LLC 1083 FM 812 STE 1-9 CEDAR CREEK, TX 78812	INSURER/RATING: Nautilus Insurance Company / A+

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY ALTERS, AMENDS, OR EXTENDS THE COVERAGE AFFORDED BY POLICY NUMBER NN1221378 ISSUED BY NAUTILUS ONE.

INR LTR	TYPE OF INSURANCE	APPL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS	
A	GENERAL LIABILITY			NN1221378	01/29/2021	01/29/2022	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PRODUCTS COMP/OP AGGREG	\$2,000,000
	<input checked="" type="checkbox"/> \$500 Deductible						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						EACH OCCURENCE	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						FIRE DAMAGE (Any one fire)	\$100,000
							MED EXP (Any one person)	\$5,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY - PER PERSON	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY - PER ACCIDENT	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS						AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> NON-OWNED AUTOS						OTHER THAN AUTO ONLY	
	GARAGE LIABILITY						EACH ACCIDENT	
	<input type="checkbox"/> ANY AUTO						AGGREGATE	
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE	
	<input type="checkbox"/> ODUCTIBLE <input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						STATUTORY LIMITS	
	<input type="checkbox"/> ANY PROPRIETARY PARTNERS/ EXECUTIVE <input type="checkbox"/> Y/N						EACH ACCIDENT	
	<input type="checkbox"/> OTHER						DISEASE - EACH EMPLOYEE	
							DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
 GENERAL CONTRACTOR

CERTIFICATE HOLDER Caldwell County 110 S Main Street Lockhart, TX 78844	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive;">Kalea Davis</div>
---	---

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, 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 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible 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.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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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

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:

(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.

(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.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(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.

None

(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.

2 CFR 200.333

(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).

- 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.

- 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.

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>>\$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"> • 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: <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.

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.

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.

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.

[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 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)

>\$150,000	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).	2 CFR 200 APPENDIX II (G)
>\$100,000	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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): 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. 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. 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)	24 CFR §135.38

	<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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Addendum No. 1

**Pre-Bid Meeting-Thursday June 24th, 2021
RFB 19CCP01B-5 Harwood Rd. Box Culvert FEMA Upgrade**

Pre Bid Meeting:

Date: June 24th, 2021

Location: Latitude: 29.68395 Longitude: -97.51228

Time: 10:00 am – 10:30 am

Contact: Donald LeClerc (Caldwell County Unit Road Director) or Tracy Bratton (County Engineer)

Ph: Donald 512-398-7268 or Tracy 512-583-2650

Email: unitroad@co.caldwell.tx.us or tbratton@doucetengineers.com

X  _____

6.24.21

ADDENDUM NO. 1

**TO THE CONTRACT DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION PLANS FOR:
DR-4332 BOX CULVERT UPGRADES - HARWOOD RD**

Bid Reference Number: RFB 19CCP01B-4

Issued by: Doucet & Associates, Tracy A. Bratton, P.E.

Date: 15-April-2020

To: All Plan Holders

Acknowledge receipt of this Addendum by inserting its number in the Bidder's proposal. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

Addendum No. 1 includes the following changes:

General:

The Engineer of Record for interpretation of plans, all clarifications and plan changes is:

Tracy A. Bratton, P.E. #90095

Doucet & Associates

74018 Highway 71 West, Suite 160

Austin, TX 78735

512-582-2600

Construction Documents:

General:

1. Contractor is required to notify One Call (811) and notify the County and Engineer of any identified or suspected utility conflicts prior to mobilization.
2. Contractor shall layout the work prior to demolition and notify the County and Engineer if there are conflicts between the existing headwalls and the proposed box culverts.
3. Temporary bypass road
 - o Culvert Replacement:
 - Remove existing wooden headwalls with culvert and install 28' of 60" Arch 2 2/3" x 1/2" CMP with 3:1 Sloped End Sections on each end of culvert. Culvert shall be installed with a minimum of 15" of cover.
 - Use cement-stabilized sand or flowable fill to backfill around replaced culvert pipe. Minimum 12-inches on all sides (including top).
 - Install 8" thick Item 247 Limestone Base material where existing pavement was removed for culvert replacement.
 - o Temporary Widening at turn:

- Install approximately 1,000 Sq. Yds. of 8" thick Item 247 Limestone Base material for the temporary road improvements with wide turn area.
- Clear and remove trees within 6' of temporary roadway edge or otherwise in conflict.
- Excavate, regrade subgrade as necessary to match proposed temporary road alignment changes and install 8" of crushed limestone base with moisture conditioning and compaction to 95% of ASTM 698 D for the temporary road.
- Gates and Fencing:
 - Remove existing gate post header assembly and reinstall after completion of the box culvert.
 - Relocated gate post headers are to be re-installed at the north end access point with the existing in-kind gate section that is currently at the north access end.
 - Remove the existing SET at the south entrance and extend existing culvert in County ROW by 20 feet.
 - Install new fence section in kind across existing south access and restore disturbed areas.
 - Restore or replace existing fence along the north side of temporary access road. Approximately 200 feet with the relocated pipe gate from south entrance.

Sheet 5:

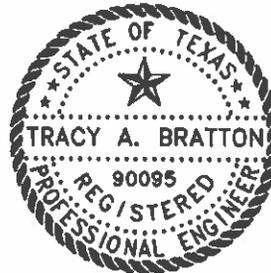
1. Demolition Widths shown on North and South Headwalls shall be as required for the installation of dual 6-ft by 6-ft box culverts.

Sheet 7:

1. If precast box culverts are used:
 - a. box culverts shall be laid with a minimum of 1-ft separation and the annular space shall be filled with flowable fill, and
 - b. joints in box culverts shall be wrapped in a geotextile fabric to prevent migration of soil in to the joint.
2. The contractor shall propose methods to obtain adequate compaction for space behind existing headwalls and the sides of the box culverts for approval by the Engineer. Areas that cannot achieve compaction, shall be filled with flowable fill.
3. Contractor to lay box culverts to match existing flowlines of concrete riprap.

Tracy A. Bratton, P.E.
 Tracy A. Bratton, P.E.
 Doucet & Associates
 TBPE Firm No. F-3937

15-May-2020



ADDENDUM NO. 02

Date: June 28th, 2021

Caldwell County

Project Name: RFB 19CCP01-B-5 Harwood Rd.
Box Culvert Upgrade FEMA

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated June 28th, 2021. **Please acknowledge receipt of this addendum on bid documents.** Failure to do so may subject bidder to disqualification.

A. Bid Extension

1. Bid opening date will remain the same but the time has been moved from the amendmended date of Thursday, July 8th, 2021 at 2:30pm, to **Thursday July 8, 2021 at 10:00 a.m.** Bid opening will be held in the Jury Room on the second floor of the Caldwell County Courthouse at 110 S MAIN STREET, LOCKHART, TX 78644. The bids will be publicly opened and read aloud at that time. Bid opening may also be viewed virtually using the following link:

Danielle Blake is inviting you to a scheduled Zoom meeting.

Topic: RFB 19CCP01-B-5 Harwood Rd. Box Culvert Upgrade
Time: Jul 8, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92651301393?pwd=UUpHSW0vUCtmeEZJbGFnM25wejFVUT09>

Meeting ID: 926 5130 1393

Passcode: 649048

One tap mobile

+13462487799,,92651301393#,,,,*649048# US (Houston)

+16699009128,,92651301393#,,,,*649048# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 926 5130 1393

Passcode: 649048

Find your local number: <https://zoom.us/u/adoB0gxdeA>

END

X 

6.28.21

Fwd: Harwood Rd. Addendum No. 2

From: Adam Meuth (adam_amcc@yahoo.com)

To: meuth304construction@yahoo.com

Date: Monday, June 28, 2021, 02:40 PM CDT

Adam Meuth
304 Construction LLC
512-718-4463

Begin forwarded message:

From: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Date: June 28, 2021 at 2:36:57 PM CDT
To: Michael Knobloch <michael.knobloch@hotmail.com>, sue@lowdenexcavating.com, hshipp@jimmyevans.com, brett_1989@hotmail.com, info@c3environmental.com, drichards@cahabadisaster.com, william@wjconstruction.com, amcc@yahoo.com, Adam Meuth <adam_amcc@yahoo.com>
Cc: Shenale Gerrity <shenale.gerrity@co.caldwell.tx.us>, Tracy Bratton <tbratton@doucetengineers.com>, Dennis Engelke <dennis.engelke@co.caldwell.tx.us>
Subject: Harwood Rd. Addendum No. 2

Good afternoon,

An addendum has been created for the RFB 19CCP01B-5 FEMA Harwood Rd. Box Culvert Upgrade Project. I have attached the addendum and you can also find it on our county website at: <https://www.co.caldwell.tx.us/page/caldwell.BidRequests>

If anyone has any questions, please feel free to contact me via email.

Thank you,

Danie Blake

Caldwell County Purchasing Agent

Phone: 512-359-4685

Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644

 image003.png



16.5kB



ADDENDUM 02 Harwood.pdf
352.3kB

From: [Tracy Bratton](#)
To: [Danielle Blake](#)
Subject: RE: Harwood boxes
Date: Wednesday, June 09, 2021 10:12:16 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Danie! See comments in red below. Let me know if you want additional clarification in a phone call.

Tracy A. Bratton, P.E.
Division Manager, Land Development
O: 512.583.2650

**DA DOUCET
& ASSOCIATES**

27 years and counting

www.doucetengineers.com
TBPLS Firm No. 10105800
TBPE Firm No. F-3937

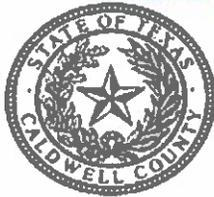
From: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Sent: Monday, June 7, 2021 2:41 PM
To: Tracy Bratton <tbratton@doucetengineers.com>
Subject: FW: Harwood boxes

Tracy,

When you get the time, can you please help me with below questions.

Thank you.

Danie Blake
Caldwell County Purchasing Agent
Phone: 512-359-4685
Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Michael Knobloch <michael.knobloch@hotmail.com>
Sent: Friday, May 28, 2021 4:25 PM
To: danielle.blake@co.caldwell.tx.us

Cc: william@wicconstruction.com

Subject: Harwood boxes

Danielle

For ease and fairness of review of all contractor bids could you help all bidders place the correct scope of work in the items you have placed in the bid tab.

- temporary bypass construction, is this everything in add. 1? **[TAB]** yes Are we expected to remove anything in this item when the project is complete? ie. Remove culverts or flexbase or reestablish vegetation?**[TAB]** culverts and temp road remain in place
- Installation of new culverts , Would this include cast in place 6x6 culverts and headwalls?**[TAB]** this item refers to the new box culverts (not the culvert that is part of the temporary bypass)
- Roadway reconstruction, Would this include, backfill, guardrail, striping, sealcoat, flexbase, rip rap? Are we allowed to use the existing guardrail, or all new rail?**[TAB]** yes. it includes all of these items (and any others that are ancillary to complete the work) The roadway is not currently stripped (so stripping is not required). The plans call out a length of guardrail to be removed This portion should be replaced with new guardrail The contractor is encouraged to visit the site to inspect the exiting guardrail and develop a plan for how to tie back in to the existing guardrail that extends beyond the work area.
- Final clean up? Should we place our sw3p and seeding?**[TAB]** You can place this in final cleanup or in mobilization. The items in the bid form are intended for the purposes of making progress payments only. The bidders are responsible for understanding the scope of work The total price provided will be a firm fixed price for the complete project.
- Alt 1 Precast culverts 6x6? Including headwalls?**[TAB]** No Alt 1 is for precast culverts instead of cast-in-place. Alt 2 covers the option of replacing the headwalls.
- Alt 2 is this item in case the wing wall floors can't be tied into and have to be replaced? Or is the intent to place the cip headwalls and closure of precast box to cip headwall?**[TAB]** The County would prefer to replace the headwalls (if the available funds permit doing so)

Please call with questions If my questions are not clear?

Michael Knobloch

512 581 2464

michael.knobloch@hotmail.com

Construction

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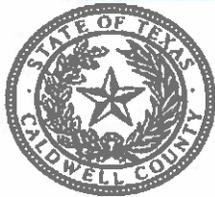
From: [Danielle Blake](#)
To: [Michael Knobloch](#)
Cc: [Tracy Bratton](#); [Shenale Gerrity](#)
Subject: FW: Harwood box
Date: Thursday, June 24, 2021 9:40:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)

Michael,

Below you will find your questions answered in red. Please let me know if there is anything else our County can do to assist.

Take care.

Danie Blake
Caldwell County Purchasing Agent
Phone: 512-359-4685
Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Tracy Bratton <tbratton@doucetengineers.com>
Sent: Tuesday, June 22, 2021 8:30 AM
To: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Subject: RE: Harwood box

See below in red.

Tracy A. Bratton, P.E.
Division Manager, Land Development
O: 512.583.2650



www.doucetengineers.com
TBPLS Firm No. 10105800
TBPE Firm No. F-3937

From: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Sent: Monday, June 21, 2021 4:54 PM

To: Tracy Bratton <tbratton@doucetengineers.com>

Subject: FW: Harwood box

Tracy,

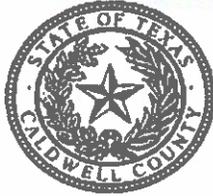
Can you help answer the highlighted questions below?

Danie Blake

Caldwell County Purchasing Agent

Phone: 512-359-4685

Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Michael Knobloch <michael.knobloch@hotmail.com>

Sent: Monday, June 14, 2021 4:31 PM

To: Danielle Blake <danielle.blake@co.caldwell.tx.us>

Cc: william@wjconstruction.com

Subject: Harwood box

Thank you for the reply and the answers.

Will these questions and answers be made public for the benefit and uniformity of the bidding process? Yes, they will be posted on our county webpage at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests>

Will other contractors questions and answers be available to the public? Yes they will

Install new roadway culverts: Will this item include the headwall closure and curb minus the wing walls and the wing wall floor which is to remain in place?**[TAB] yes**

Alt #1: Will this item include headwall closure and curb minus the wing walls and the wing wall floor which is to remain in place?**[TAB] yes**

Alt# 2: Will this item include demo and replacement of the entire upstream and downstream wing walls with floors with 5" rip rap concrete? per note 5, sheet

9, txdot FW-S. **[TAB] yes**. If this is the case can you give us the dimensions of the rip rap floor or the desired wing wall slopes.

Or minus 5" floor (use the floor that is there and rebuild the sloped ends and headwall)?**[TAB]** Same floor area and slope as the existing headwalls

Michael Knobloch
512 581 2464
michael.knobloch@hotmail.com

Construction
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Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
304 Construction, LLC
1083 FM 812, Suite 1-9
Cedar Creek, TX 78612

SURETY:
*(Name, legal status and principal place
of business)*
Old Republic Surety Company
445 S. Moorland Road
Brookfield, WI 53005

OWNER:
(Name, legal status and address)
Caldwell County Courthouse
110 S Main St Room 201
Lockhart, TX 78644

BOND AMOUNT:
\$300,000

PROJECT:
(Name, location or address, and Project number, if any)
DR-4332 Box Culvert Upgrades-Harwood Rd

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and ~~not~~ as a common law bond.

Signed and sealed this 7th day of July 2021

Gloria Peralez
(Witness)

Ben Arnt
(Witness)


(Principal) Owner (Seal)
(Title)

(Surety) Agent (Seal)
(Title)

Shenale Gerrity

From: Hector Rangel <hector.rangel@co.caldwell.tx.us>
Sent: Tuesday, July 20, 2021 2:20 PM
To: Shenale Gerrity
Subject: Office supplies
Attachments: Purchase request from Office Depot_July 7, 2021.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Shenale,

Attached is my office supply request with items received highlighted in **Yellow**. My trash liners did not come in and highlighted in **Green**.

Thank you for ordering these items for mu office.

Hector Rangel
Chief HSEM
Caldwell County
512-398-1822
Email: hector.rangel@co.caldwell.tx.us

Caldwell County
REQUEST FOR BIDS

Bid Reference Number: RFB 19CCP01B-5

Project Title: DR-4332 Box Culvert Upgrades – Harwood Rd.

Bid Closing Date: 2 :00 P.M. (CST), Tuesday, July 8th, 2021

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Caldwell County

Request for Bids

1. Introduction

- A. **Project Overview:** Caldwell County is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. **RFB Questions:**
- i. **RFB Clarifications:** All questions related to requirements, processes or scope of work for this RFB should be submitted in writing to the Purchasing Agent and Unit Road Director identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the Caldwell County website (<http://www.co.caldwell.tx.us>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFB. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. **Acknowledgement of Addenda:** The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. **Notification of Errors or Omissions:** Bidders shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. **Conflict of Interest Questionnaire (Form CIQ):** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. **Certificate of Interested Parties (1295 Form):** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. **House Bill 89 Verification Form:** A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix B – Bid.

Bidder: The Bidder and the Bidder’s designated contact signing the first page of the Bid.

County of Caldwell (“County”): The County of Caldwell, Texas.

Caldwell County Purchasing Office: The Caldwell County Purchasing Office is located at 110 S. Main St. Lockhart, TX 78644 2nd Floor – PH: 512-359-4685.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Danie Blake:

Phone: (512) 359-4685

E-Mail: danielle.blake@co.caldwell.tx.us

County Engineer: Tracy Engineer

Phone: 512-583-2650

E-Mail: tbratton@doucetengineers.com

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. **Tax Exempt Status:** County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. County will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the County, in writing, that the Bid contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County’s failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. **Legal Relations and Responsibilities:** Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder’s local place of business in the County’s jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. **Application:** These standard terms and conditions shall apply to all County of Caldwell (hereafter “County” or “Owner”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

- E. **Requirements:** By submitting a Bid, the bidder agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. **Legal Compliance:** Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Right to Refuse Bid:** The County reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. **Estimated Quantities:** If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- I. **Independent Contractor:** Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with County. Bidder agrees that if Bidder is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. **Assignments:** The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Caldwell County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. **Liens:** Bidder shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Bidder or Bidder's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. **Gratuities/Bribes:** Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFB or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. **Financial Participation:** Bidder certifies that it has not received compensation from the County to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be

terminated and/or payment withheld if this certification is inaccurate.

- N. **Responsiveness of Bids:** The County desires to receive competitive Bids, but will declare any Bids “non-responsive” if they fail to meet the significant requirements outlined in this solicitation document.

- O. **Discrepancies and Errors:** In the case of a discrepancy between the unit price and invoice price, the bid price (Price per cubic yard) will prevail. The unit based price of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.

- P. **Identical Bids:** In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 262.027(b).

- Q. **Withdrawal of Bids:** Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County’s Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

- R. **Disqualification of Bidder:** The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; bidder’s lack of financial stability; any factor concerning the bidder’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

- S. **Waiver of Formalities:** County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.

- T. **Outstanding Liabilities:** Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.

- U. **Offset:** The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

- v. **Solicitation Results:** The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

- w. **Control of The Work:** Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from Caldwell County before deviating from the scope of work provided in this request for bids. Failure to promptly notify Caldwell County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

- x. **Cost of Bid:** The cost of submitting Bids shall be borne by the Bidder, and the County will not be liable for any costs incurred by a Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendments

- A. **RFB Withdrawal:** The County reserves the right to withdraw this RFB for any reason.

- B. **RFB Amendments:** The County reserves the right to amend any aspect of this RFB by formal written Addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

5. Bid Submittal Requirements

- A. **Submittal Packet – Required Content:** Bidder shall submit one (1) signed original Bid. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Bid (Page 17-24).

- B. **Submittal Deadline:** The deadline for submittal of Bids is 2:00PM (CST) Tuesday July 8th, 2021. It is the Bidder's responsibility to have the Bid correctly marked and hard-copies delivered to the Caldwell County Purchasing Office. No extensions will be granted and no late Bids will be accepted.

- C. **Bids Received Late:** Bidders are encouraged to submit their Bids as soon as possible.
The time and date of receipt as recorded in the Caldwell County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.

- D. **Alterations or Withdrawals of Bid:** Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the Caldwell County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

- E. **Bid Format:** All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or

legibly written in ink. All Bids shall be mailed or hand delivered to Caldwell County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.

- F. **Validity Period:** Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Bid Evaluation and Contract Award

- A. **Bid Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. All bids should be on a unit based price (per cubic yard). Caldwell County will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by Caldwell County in this RFB, to include bonds and insurance requirements. The selected bidder must NOT be debarred from any federal and/or state agency and Caldwell County will conduct a review of the bidder's status on SAM.Gov. The Caldwell County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**
- B. **Completeness:** If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, County alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the County, such that the bid may be considered for award.
- C. **Ambiguity:** Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. **Controlling Document:** In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. **Unit based price Prices and Extensions:** If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the bidder will be bound thereby.
- F. **Firm Prices:** Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the County may mutually agree to extend the firm price period.
- G. **Additional Information:** County may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.

- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of County.
- I. Debarment: The selected Bidder must **NOT** be debarred from any federal and/or state agency and Caldwell County will conduct a review of the Bidder's status on SAM.Gov. The Caldwell County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****

Appendix A – Scope of Services

1. **Project Title:** DR-4332 Box Culvert Upgrades for Harwood Road

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Caldwell County Purchasing Agent, Danie Blake through e-mail at danielle.blake@co.caldwell.tx.us

3. **Bid Evaluation Factors:**

Bid Price	Factor
Lump Sum	Cost to complete all tasks listed within Appendix A for Harwood Rd to include all necessary bonds and insurance.
Hourly Rate	Possible Hourly Rate for Dewatering (To include pump)

4. **Key Events Schedule: (all durations in calendar days subject to normal weather**

Bid Release Date	May 25th, 2021 5
Deadline for Submittal of Written Questions	PM, July 2, 2021
Sealed Bids Due to and Opened by County	2PM, Tuesday, July 8th, 2021
Anticipated Award Date	July 13th, 2021
Mobilization After Award	21 Days
Substantial Completion	75 Days
Final Completion	90 Days

5. **Scope of Services:**

Project Overview:

Caldwell County is seeking to enter into a construction contract with a competent contractor to provide construction services for the construction of a multiple-barrel cast in place box culvert. The project location is on Harwood Road in Precinct 2 of Caldwell County (Latitude: 29.68395 Longitude: -97.51228.) The awarded contractor must meet and adhere to all local, state and federal construction contract requirements which are listed in the RFB. The Contractor will be required to coordinate with Caldwell County. During the incident Hurricane Harvey, very heavy rainfall caused Mule Creek near Harwood Road to become overwhelmed. As a result, high velocity floodwaters cause the existing double barrel culvert to deform and separate from the headwall, resulting in loss of material from adjacent roadbed. In order to prevent future damages from similar event the county proposes to contractor the following mitigation measures.

- **CONTRACTOR** shall establish traffic control measures.
- **CONTRACTOR** establish appropriate erosion and sedimentation controls.
- **CONTRACTOR** will construct two (2) box culverts (and appropriate end treatments) to mitigate the erosion that has occurred flowing toward mule creek.
- **CONTRACTOR** shall restore the site post construction.

Sequence of Work:

- **CONTRACTOR** will establish traffic control and construct a temporary bypass roadway.
- **CONTRACTOR** will place erosion control devices.
- **CONTRACTOR** will construct a temporary bypass roadway.
- **CONTRACTOR** will remove and stockpile road materials for reuse.
- **CONTRACTOR** will remove the existing structures and dispose.
- **CONTRACTOR** will excavate and grade as necessary to establish flow line.
- **CONTRACTOR** will establish the flowline elevation and alignment. Flowline elevation and alignment must be approved by Caldwell County prior to beginning any work.
- **CONTRACTOR** will install two (2) 6'x6' box culverts.
- **CONTRACTOR** will install / repair headwalls as required.
- **CONTRACTOR** will backfill and restore driving surface with stockpiled materials and additional embankment as necessary.
- **CONTRACTOR** will reconstruct removed / damaged portion of the paved surface of Harwood Road within the limits of construction with 2-course chip seal following TxDOT specifications.
- **CONTRACTOR** will remove all erosion and sedimentation controls
- **CONTRACTOR** will remove traffic control and re-establish the normal flow of traffic.

General Notes:

CONTRACTOR shall provide all labor, equipment, materials, forms, concrete pumps, and embed plates necessary to construct the box culverts.

CONTRACTOR may be required to dewater the site depending upon adverse weather throughout the course of the project.

CONTRACTOR shall visit the project site to verify existing conditions and dimensions. Use natural flow grades for determining the appropriate finished grade and the corresponding quantities for any additional embankment or fill necessary to achieve final grade. The final grade is the natural flow of the creek and is to be confirmed and approved by the Caldwell County Engineer or designee prior to placing concrete box culvert sections.

CONTRACTOR is responsible for concrete sampling including compressive strength testing. Test reports will be provided to the County Engineer. The Contractor will provide traffic control.

The decision to open the road to traffic will be coordinated with Caldwell County Unit Road and may necessitate additional traffic control to safely carry drivers through an active work zone.

Time may be suspended to allow the procurement, manufacture and delivery of the culverts. Days may be credited as indicated in the event weather creates conditions that prevent the Contractor from working.

RFB 19CCP01B-5 – BID ITEMS

MOBILIZATION (NOT TO EXCEED 5% OF TOTAL)	\$	9,500.00
TEMP. BYPASS CONSTRUCTION	\$	79,000.00
DEMOLITION	\$	15,000.00
INSTALLATION OF NEW CULVERTS	\$	100,000.00
ROADWAY RECONSTRUCTION	\$	35,000.00
FINAL CLEANUP	\$	10,000.00
TOTAL	\$	248,500.00

RFB 19CCP01B-5 – BID ALTERNATES

#1 PRE-CAST BOXES IN LIEU OF CAST-IN-PLACE	\$	110,000.00
#2 FULL REPLACEMENT OF CONCRETE WINGWALLS	\$	58,000.00
#3 HOURLY RATE FOR DE-WATERING	\$	950.00

Caldwell County reserves the right to review the competitive nature of bids with or without alternates at its sole discretion.

Addendum Acknowledgement:

Addendum #	Addendum Date	Initials of Bidder
<u>1</u>	<u>6-24-21</u>	<u>PL</u>
<u>2</u>	<u>6-28-21</u>	<u>PL</u>
_____	_____	_____
_____	_____	_____



 Authorized Bidder Signature:

7-8-21

 Date:

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****

HARWOOD

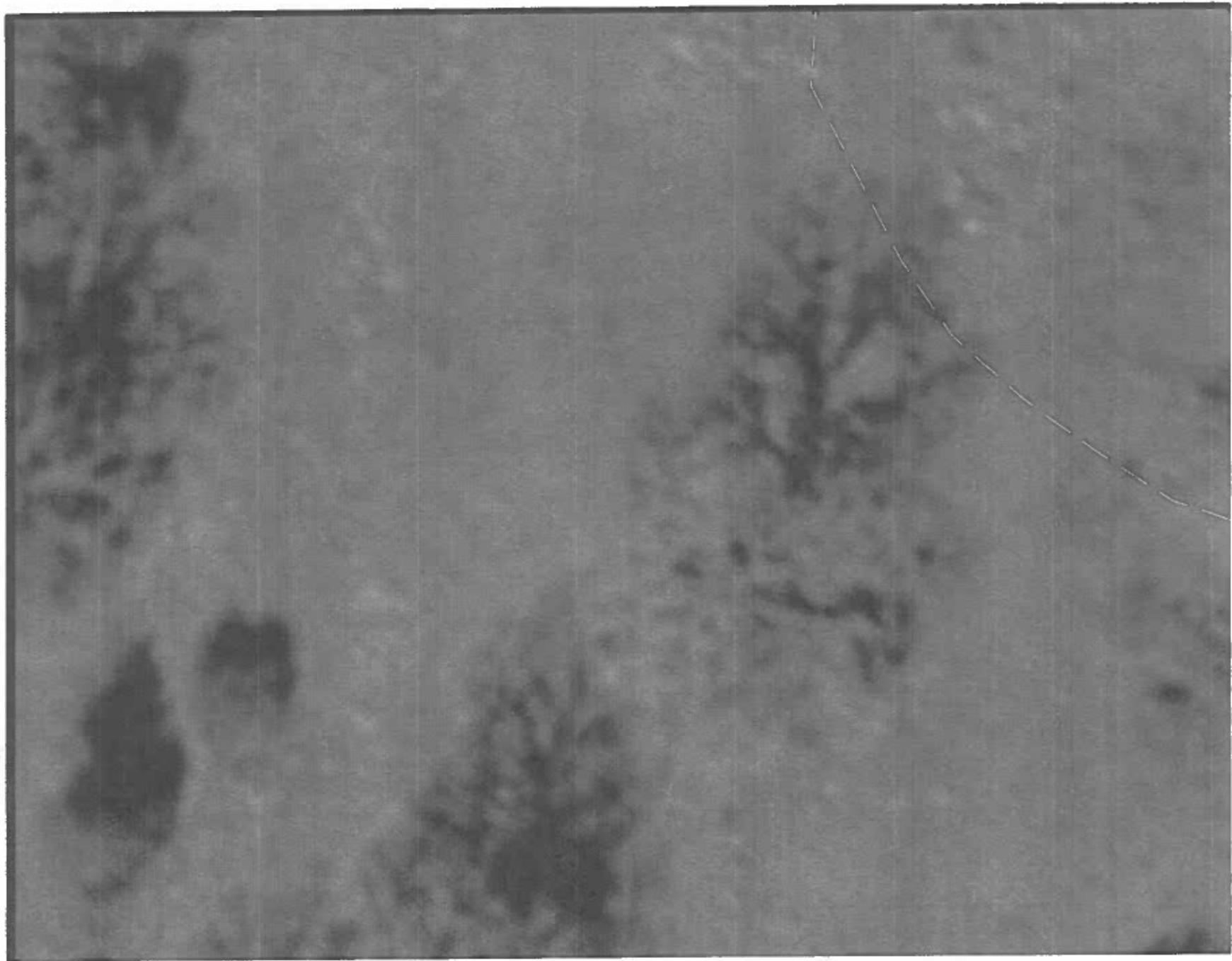
OWNER: CALDWELL COUNTY
110 S. MAIN ST.
LOCKHART, TEXAS 78644

CONTACT: DONALD LeCLERC
UNIT ROAD ADMINISTRATOR
1700 FM 2720
LOCKHART, TX 78644

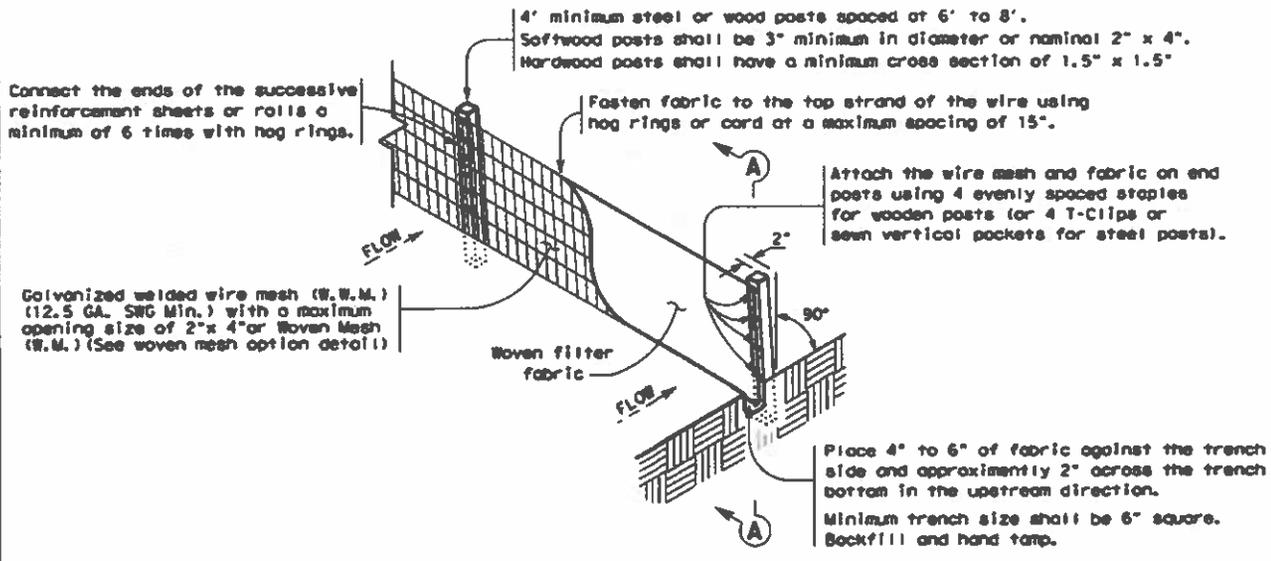
CALDWELL COUNTY NOTES

C.1. PERMIT REQUIREMENT FOR WORK IN THE PUBLIC RIGHT-OF-WAY

- A) NO PERSON SHALL ENGAGE IN ANY CONSTRUCTION, REPAIR OR EXCAVATION WITHIN ANY STREET, ALLEY EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY WITHIN THE JURISDICTION OF CALDWELL COUNTY WITHOUT FIRST OBTAINING A PERMIT FROM THE COUNTY. THE REQUIREMENT TO OBTAIN A PERMIT COVERS PLACEMENT OF FILL; GRADING; PAVING; SURVEYING; BORING UNDER THE HIGHWAY; BLOCKING OF TRAFFIC; CONSTRUCTION OF UTILITIES, DRIVEWAY APRONS, SIDEWALKS, SIGNAGE, AND DRAINAGE FACILITIES AND ANY OTHER ACTIVITIES WHICH MAY AFFECT NORMAL OPERATIONS WITHIN THE PUBLIC RIGHT-OF-WAY.
- B) BEFORE START OF CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY, THE COUNTY UNIT ROAD ADMINISTRATOR SHALL REVIEW AND APPROVE ALL CONSTRUCTION PLANS AND SPECIFICATIONS TO ASSURE THAT WORK WILL BE PERFORMED IN ACCORDANCE WITH COUNTY CODES AND REQUIREMENTS. ALL CONSTRUCTION ACTIVITY, MATERIALS, PLANS AND SPECIFICATIONS SHALL BE AVAILABLE AT ALL TIMES FOR INSPECTION BY THE UNIT ROAD ADMINISTRATOR'S OFFICE.
- C) IN ADDITION TO DETAILED DESIGN PLANS AND SPECIFICATIONS FOR PROPOSED IMPROVEMENTS, CONSTRUCTION PLANS AND REPORTS SHALL PROVIDE THE FOLLOWING INFORMATION:
- 1) LOT DIMENSIONS AND LOT ADDRESSES.
 - 2) LOCATION OF ALL EXISTING IMPROVEMENTS AND VEGETATION IN THE PUBLIC RIGHT-OF-WAY INCLUDING BUILDINGS, UTILITIES, PAVEMENTS, SIGNAGE AND TREES.
 - 3) LOCATION, DIMENSIONS AND DEPTHS OF ALL EXISTING UTILITY CONNECTIONS.
 - 4) A TRAFFIC CONTROL PLAN, IF REQUIRED.
- A. CONSTRUCTION WORK IN THE PUBLIC RIGHT-OF-WAY MAY RESULT IN DAMAGE TO PUBLIC OR PRIVATE INFRASTRUCTURE INCLUDING WATER AND WASTEWATER UTILITIES; STORM DRAINAGE FACILITIES; AND GAS, ELECTRIC, TELEPHONE, AND CABLE LINES. NO PERSON SHALL BE ISSUED A PERMIT PURSUANT TO THIS CHAPTER UNLESS THE APPLICANT PRESENTS WITH THE APPLICATION, OR HAS ON FILE WITH THE UNIT ROAD ADMINISTRATOR, A CERTIFICATE OF PUBLIC LIABILITY INSURANCE IN AN AMOUNT AS SPECIFIED ON THE PERMIT APPLICATION FORM.
- B. THE RELOCATION AND/OR ADJUSTMENT OF ANY EXISTING PUBLIC OR PRIVATE UTILITY OR INFRASTRUCTURE E) IN PREPARATION FOR CONSTRUCTION ACTIVITY SHALL BE THE RESPONSIBILITY OF THE APPLICANT. PROPOSED COORDINATION ACTIVITIES FOR PRE-CONSTRUCTION ADJUSTMENTS TO PUBLIC AND PRIVATE UTILITIES, DRAINAGE FACILITIES, TRAFFIC CONTROL SIGNS AND SIGNALIZATION DEVICES, OR OTHER EXISTING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL BE REVIEWED AND APPROVED BY THE UNIT ROAD ADMINISTRATOR PRIOR TO CONSTRUCTION.
- F) INSTALLATION OF UNDERGROUND UTILITIES IN THE RIGHT-OF-WAY SHALL INCLUDE DETECTABLE UNDERGROUND WARNING TAPE.
- G) ALL WORK SHALL BE EXPEDITIOUSLY PERFORMED AND COMPLETED AS SOON AS REASONABLY POSSIBLE. UPON COMPLETION OF CONSTRUCTION OR REPAIR, THE APPLICANT SHALL PROMPTLY BACKFILL ANY STREET,

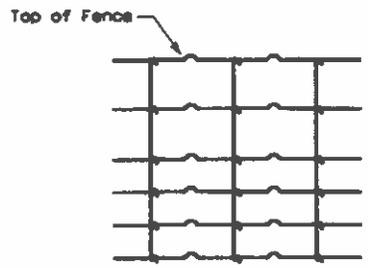


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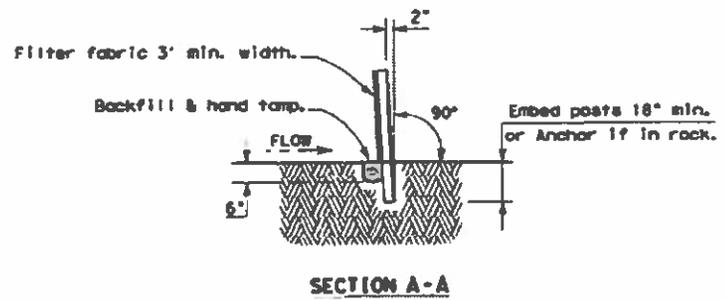
TEMPORARY SEDIMENT CONTROL FENCE

SCF



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a minimum of 12 inches apart and all vertical wires

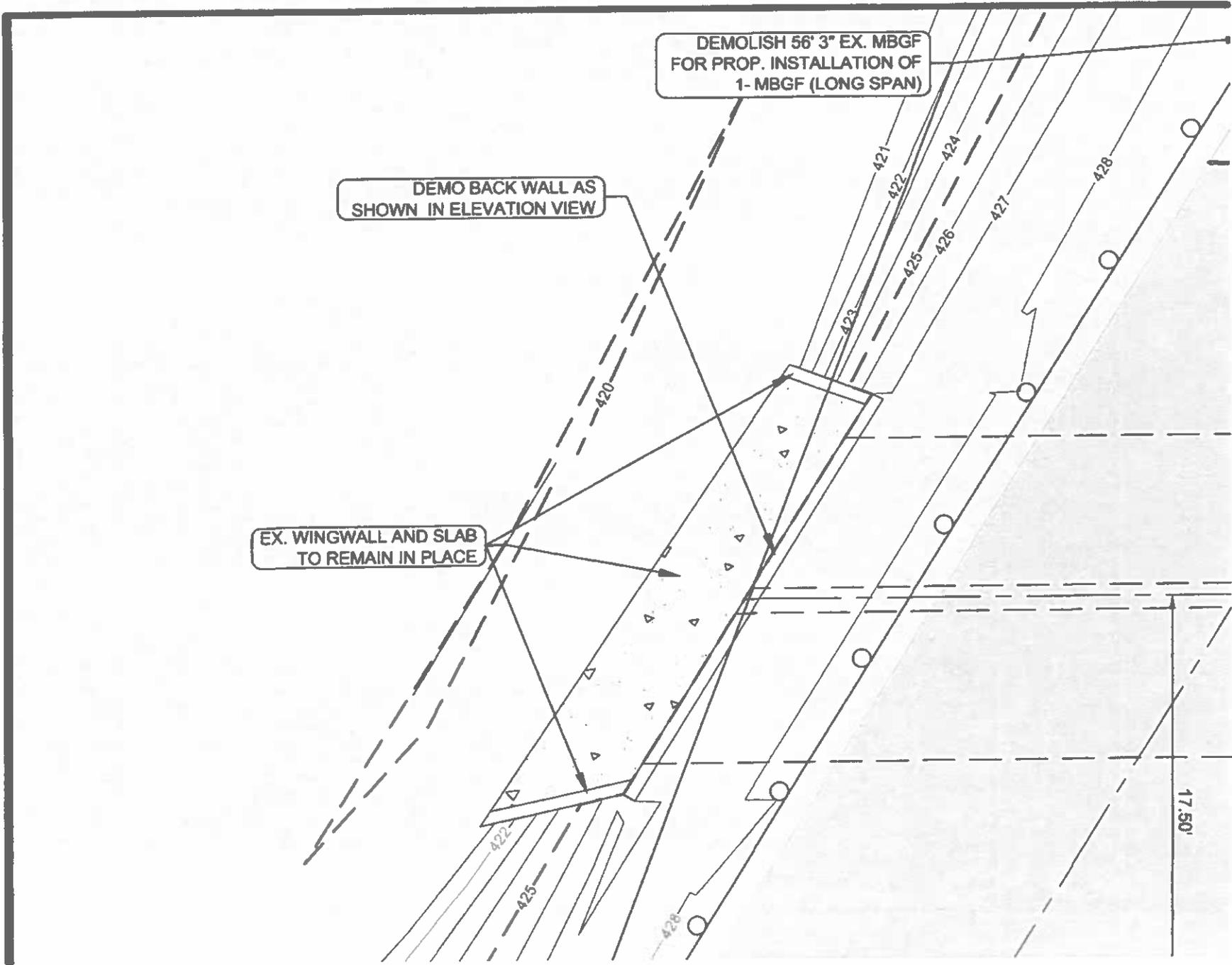


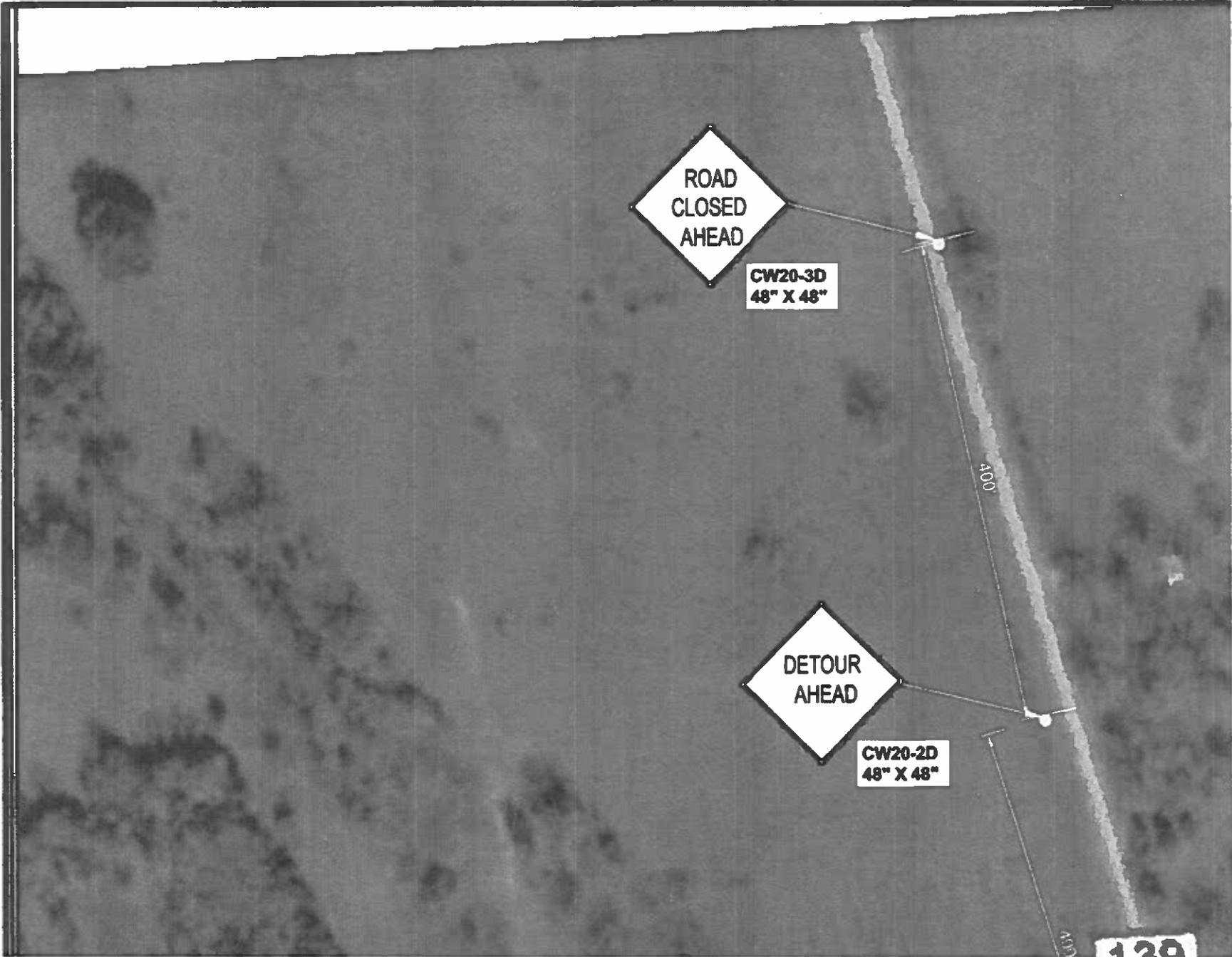
Dozer tracks create tr parallel to the slope

DEMOLISH 56' 3" EX. MBGF
FOR PROP. INSTALLATION OF
1- MBGF (LONG SPAN)

DEMO BACK WALL AS
SHOWN IN ELEVATION VIEW

EX. WINGWALL AND SLAB
TO REMAIN IN PLACE





ROAD
CLOSED
AHEAD

CW20-3D
48" X 48"

DETOUR
AHEAD

CW20-2D
48" X 48"

400

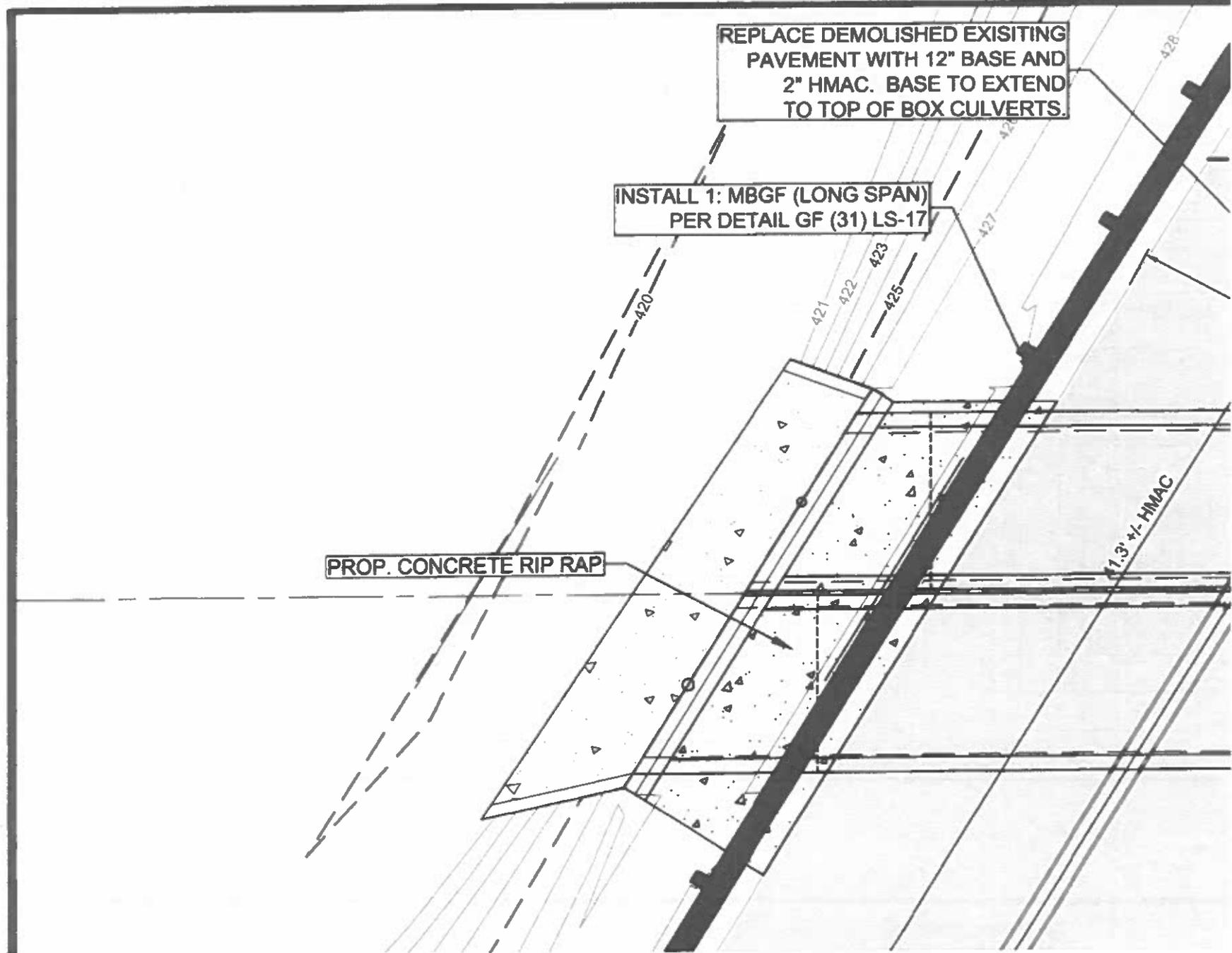
120

REPLACE DEMOLISHED EXISTING PAVEMENT WITH 12" BASE AND 2" HMAC. BASE TO EXTEND TO TOP OF BOX CULVERTS.

INSTALL 1: MBGF (LONG SPAN) PER DETAIL GF (31) LS-17

PROP. CONCRETE RIP RAP

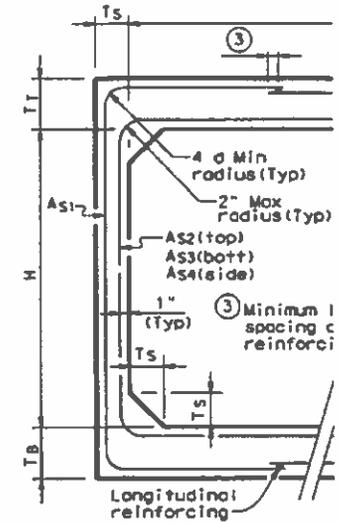
1.3' +/- HMAC



DISCLAIMER:
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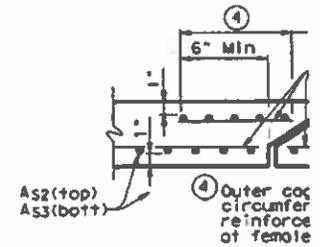
BOX DATA

SECTION DIMENSIONS					Fill Height (ft)	M (Min) (in)	REINFORCING (in ² /ft) ②								Lift Weight (Tons) ①
S (ft)	H (ft)	T _T (in)	T _B (in)	T _S (in)			A _{S1}	A _{S2}	A _{S3}	A _{S4}	A _{S5}	A _{S6}	A _{S7}	A _{S8}	
6	3	8	7	7	<2	-	0.20	0.31	0.22	0.17	0.19	0.19	0.19	0.17	7.9
6	3	7	7	7	2<3	43	0.21	0.24	0.19	0.17	-	-	-	-	7.5
6	3	7	7	7	3-5	39	0.17	0.18	0.17	0.17	-	-	-	-	7.5
6	3	7	7	7	10	39	0.17	0.18	0.19	0.17	-	-	-	-	7.5
6	3	7	7	7	15	38	0.22	0.24	0.24	0.17	-	-	-	-	7.5
6	3	7	7	7	20	38	0.28	0.31	0.31	0.17	-	-	-	-	7.5
6	3	7	7	7	25	38	0.35	0.38	0.39	0.17	-	-	-	-	7.5
6	3	7	7	7	30	38	0.42	0.46	0.46	0.17	-	-	-	-	7.5
6	4	8	7	7	<2	-	0.19	0.34	0.25	0.17	0.19	0.19	0.19	0.17	8.6
6	4	7	7	7	2<3	43	0.19	0.27	0.21	0.17	-	-	-	-	8.2
6	4	7	7	7	3-5	39	0.17	0.21	0.19	0.17	-	-	-	-	8.2
6	4	7	7	7	10	39	0.17	0.20	0.21	0.17	-	-	-	-	8.2
6	4	7	7	7	15	38	0.18	0.27	0.27	0.17	-	-	-	-	8.2
6	4	7	7	7	20	38	0.24	0.34	0.35	0.17	-	-	-	-	8.2
6	4	7	7	7	25	38	0.29	0.43	0.42	0.17	-	-	-	-	8.2
6	4	7	7	7	30	38	0.35	0.51	0.52	0.17	-	-	-	-	8.2
6	5	8	7	7	<2	-	0.19	0.37	0.28	0.17	0.19	0.19	0.19	0.17	9.3
6	5	7	7	7	2<3	43	0.17	0.30	0.24	0.17	-	-	-	-	8.9
6	5	7	7	7	3-5	43	0.17	0.23	0.21	0.17	-	-	-	-	8.9
6	5	7	7	7	10	39	0.17	0.22	0.23	0.17	-	-	-	-	8.9
6	5	7	7	7	15	38	0.17	0.28	0.29	0.17	-	-	-	-	8.9
6	5	7	7	7	20	38	0.20	0.37	0.38	0.17	-	-	-	-	8.9
6	5	7	7	7	25	38	0.25	0.45	0.46	0.17	-	-	-	-	8.9
6	5	7	7	7	30	38	0.30	0.54	0.55	0.17	-	-	-	-	8.9
6	6	8	7	7	<2	-	0.19	0.38	0.30	0.17	0.19	0.19	0.19	0.17	10.0
6	6	7	7	7	2<3	52	0.17	0.32	0.26	0.17	-	-	-	-	9.6
6	6	7	7	7	3-5	52	0.17	0.24	0.22	0.17	-	-	-	-	9.6
6	6	7	7	7	10	43	0.17	0.23	0.24	0.17	-	-	-	-	9.6
6	6	7	7	7	15	39	0.17	0.29	0.31	0.17	-	-	-	-	9.6
6	6	7	7	7	20	39	0.18	0.38	0.39	0.17	-	-	-	-	9.6
6	6	7	7	7	25	38	0.23	0.46	0.48	0.17	-	-	-	-	9.6
6	6	7	7	7	30	38	0.27	0.55	0.57	0.17	-	-	-	-	9.6



CORNER OPTION "A"

FILL HEIGHT



SECTION

(TOP AND BOT JOINT REINF)

ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION PLANS FOR: DR-4332 BOX CULVERT UPGRADES - HARWOOD RD

Bid Reference Number: RFB 19CCP01B-4

Issued by: Doucet & Associates, Tracy A. Bratton, P.E.

Date: 15-April-2020

To: All Plan Holders

Acknowledge receipt of this Addendum by inserting its number in the Bidder's proposal. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

Addendum No. 1 includes the following changes:

General:

The Engineer of Record for interpretation of plans, all clarifications and plan changes is:

Tracy A. Bratton, P.E. #90095

Doucet & Associates

7401B Highway 71 West, Suite 160

Austin, TX 78735

512-582-2600

Construction Documents:

General:

- 1. Contractor is required to notify One Call (811) and notify the County and Engineer of any identified or suspected utility conflicts prior to mobilization.**
- 2. Contractor shall layout the work prior to demolition and notify the County and Engineer if there are conflicts between the existing headwalls and the proposed box culverts.**
- 3. Temporary bypass road**
 - o Culvert Replacement:**
 - Remove existing wooden headwalls with culvert and install 28' of 60" Arch 2 2/3" x 1/2" CMP with 3:1 Sloped End Sections on each end of culvert. Culvert shall be installed with a minimum of 15" of cover.**
 - Use cement-stabilized sand or flowable fill to backfill around replaced culvert pipe. Minimum 12-inches on all sides (including top).**
 - Install 8" thick Item 247 Limestone Base material where existing pavement was removed for culvert replacement.**
 - o Temporary Widening at turn:**

- Install approximately 1,000 Sq. Yds. of 8" thick Item 247 Limestone Base material for the temporary road improvements with wide turn area.
- Clear and remove trees within 6' of temporary roadway edge or otherwise in conflict.
- Excavate, regrade subgrade as necessary to match proposed temporary road alignment changes and install 8" of crushed limestone base with moisture conditioning and compaction to 95% of ASTM 698 D for the temporary road.
- Gates and Fencing:
 - Remove existing gate post header assembly and reinstall after completion of the box culvert.
 - Relocated gate post headers are to be re-installed at the north end access point with the existing in-kind gate section that is currently at the north access end.
 - Remove the existing SET at the south entrance and extend existing culvert in County ROW by 20 feet.
 - Install new fence section in kind across existing south access and restore disturbed areas.
 - Restore or replace existing fence along the north side of temporary access road. Approximately 200 feet with the relocated pipe gate from south entrance.

Sheet 5:

1. Demolition Widths shown on North and South Headwalls shall be as required for the installation of dual 6-ft by 6-ft box culverts.

Sheet 7:

1. If precast box culverts are used:
 - a. box culverts shall be laid with a minimum of 1-ft separation and the annular space shall be filled with flowable fill, and
 - b. joints in box culverts shall be wrapped in a geotextile fabric to prevent migration of soil in to the joint.
2. The contractor shall propose methods to obtain adequate compaction for space behind existing headwalls and the sides of the box culverts for approval by the Engineer. Areas that cannot achieve compaction, shall be filled with flowable fill.
3. Contractor to lay box culverts to match existing flowlines of concrete riprap.

Tracy A. Bratton, P.E.

Tracy A. Bratton, P.E.
Doucet & Associates
TBPE Firm No. F-3937

15-May-2020



FLORIAN

Harwood Rd.

Temporary Bypass Road. Add. #1

Red Line is extent of Base Installation

10" Base installation

Blue Line is extent of Base Installation to achieve 18' minimum width for driving surface

8" Base installation

Install 28' of 60" Arch 2 2/3" x 1/2" CMP with 3:1 Sloped End Sections
Finish surface with asphalt or cold mix

Restore or Replace existing fence

Install relocated gate from south entrance

Install minimally 18' wide temporary road

Remove existing fence during box culvert installation. Install new fence with relocated gate(see note below) after completion of box culvert installations.

Extend existing culvert for temporary access road

Remove existing gate, post headers and after completion of box culvert installation relocate and re-install gate post headers (JD) at the north access (minimally set back 30' from R.O.W. get with property owner for location). Install at the north access the gate with star emblems. Install new fence section with posts in kind across existing south access and restore disturbed areas.



Appendix B – Bid Verification

Submittal Checklist: (To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB)

- _____ Appendix A must be completed, signed and included in the Bid submittal.
- _____ Appendix B must be completed, signed and included in the Bid submittal.
- _____ Appendix C - Federal Assurances Form must be completed, signed and included in the Bid submittal.
- _____ Appendix D - Anti-Lobbying Certification must be completed, signed and included in the Bid submittal.
- _____ Appendix E - CIQ Forms must be completed, signed and included in the bid submittal.
- _____ Appendix F - Form 1295 must be completed, signed and included in the bid submittal.
- _____ Appendix F - HB 89 Verification Form must be completed, signed and included in the Bid submittal.
- _____ Proof of Contractor's Ability to Meet the Insurance Requirements
- _____ Signed Addendum(s) (if any are issued by Owner).

All Bids submitted to Caldwell County shall include this page with the submitted Bid.			
RFB Number:	RFB 19CCP01B-5		
Project Title:	DR-4332 Box Culvert Upgrades for Harwood Rd.		
Submittal Deadline:	2:00 P.M. (CST), Tuesday, July 8th, 2021		
Submit hard-copies to:	MAIL: Caldwell County Purchasing Department: Attn: Danie Blake 110 S. Main St. Lockhart, Texas, 78644	HAND DELIVER: Caldwell County Purchasing Department: Attn: Danie Blake 110 S. Main St. 2 nd Floor Lockhart, TX 78644	
	Bidder Information:		
Bidder's Legal Name:	WJC Constructors Services, LLC		
Address:	PO Box 104		
County, State & Zip	Bastrop, TX 78957		
Federal Employers Identification Number #	47-4705090		
Bidder's Point of Contact:	William Cook		
Phone Number:	512-947-7077	Fax Number:	512-237-0741
E-Mail Address:	William@wjconstruction.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: William Cook - owner

Signature of Authorized Representative: 

Signed this 8th (day) of JULY (month), 2021 (year)

Appendix B – Bid (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for 120 Calendar Days.

B. Federal, State and/or Local Identification Information

1) Centralized Master Bidders List registration number: _____

2) Prime contractor HUB / MWBE registration number: _____

3) Employer Identification Number (EIN)/Federal Tax Identification Number: 47-4705090

4) An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number:

637 . 05 . 4086

II. CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Standard Terms and Conditions

A. Taxpayer Identification: Bidders must provide the County with a current W-9 before any goods or services can be procured from the Bidder.

B. Governing Law and Venue: All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids or any resulting contract shall be brought before an appropriate court located in the Caldwell County.

C. 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 I, state or TxCDBG 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address _____
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2021-775890 Date Filed: 07/07/2021 Date Acknowledged:
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. WJC Constructors Services, LLC Smithville, TX United States	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Caldwell County	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DR-4332 Box Culvert Upgrades
Culvert Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WJC Constructors Services, LLC	Smithville, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Farran Cook and my date of birth is 12/10/1988

My address is 702 Old Antioch Rd Smithville TX 78957 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bastrop County, State of Texas, on the 8th day of July, 2021.
(month) (year)

Farran Cook
 Signature of authorized agent of contracting business entity
(Declarant)

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.

N/A

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

7-8-21
 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.

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 followup 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.

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

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____	2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award _____	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <div style="text-align: center; font-size: 2em; font-family: cursive;">N/A</div> Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>William Cook</u> Title: <u>Owner</u> Telephone No.: <u>512-947-7077</u> Date: <u>7-8-21</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: WJC CONSTRUCTORS SERVICES, LLL

Street address: PO BOX 104

City, State, Zip: SMITHVILLE, TX 78957

William Cook
CERTIFIED BY: (type or print)

Owner
TITLE:


(signature)

7-8-21
(date)

Appendix D

FORM CD-612
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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.

(2) 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.

(3) The undersigned shall require that the language of this 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

WJC Constructors Services, LLC

AWARD NUMBER AND/OR PROJECT NAME

DR-4332 Box Converter Upgrades - Harvard

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

William Cook - owner

SIGNATURE



DATE

7-8-21

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE owner
APPLICANT ORGANIZATION WJC Constructors Services, LLC	DATE SUBMITTED 7-8-21

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR BIDS:



Authorized Signatory for Contractor:

WJC Constructors Services, LLC

Name of Company:

7-8-21

Date:

- O. **Funding:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- P. **Taxes:** The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- Q. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, Including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Caldwell County that said contractor has the ability to meet all insurance requirements listed above.

- S. **Indemnification:** Bidder agrees to defend, indemnify and hold harmless the County of Caldwell, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.

- K. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Caldwell County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Caldwell County Grants Department for approval and processing for payment. Caldwell County will pay based on percentage of completion at the time of pay application submission pending verification from Caldwell County Grants Department or designee. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using unit based price pricing. This price is full compensation for all task listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Caldwell County will NOT pay any fees to the vendor other than the agreed upon bid price.
- L. **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:
- The **CONTRACTOR** shall pay Caldwell County, liquidated damages, \$500 per day for each day past the specified completion date.
 - The **CONTRACTOR** shall pay Caldwell County, liquidated damages, \$1500 per incident where the **CONTRACTOR** fails to repair damages that are caused by the **CONTRACTOR** and/or sub-contractor(s). Application of liquidated damaged does not release the **CONTRACTOR** from the responsibility of resolving or repairing
 - 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.
- M. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. **Payment and Performance Bonds:** Payment and Performance bonds shall be required and issued for this contract should the total unit based price reach the State of Texas threshold for public works projects. The contractor agrees that within ten (10) days after written notice to proceed is sent to them by Caldwell County, a Payment Bond will be executed and delivered to Caldwell County for the amount of one hundred percent (100%) of the estimated contract total, should the contract total meet and/or exceed twenty-five thousand dollars (\$25,000). A Performance bond in an amount of one hundred percent (100%) of the estimated contract price should also be executed and delivered to Caldwell County should the contract amount meet and/or exceed one hundred thousand dollars (\$100,000). The Performance and Payment Bond must be maintained throughout the contract execution period. At the completion of all work, the Payment and Performance Bond shall be released. Cost of all bonds must be included in the bid price. Payment for services will not be made until receipt of all required bonds has been made to Caldwell County.

5. 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.
6. 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.
7. 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.
9. 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.
10. 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.
11. 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

- H. 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.
- I. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): 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).
- J. Affirmative Action/EOE: 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) as amended.
1. 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: 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.
 2. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor 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.
 4. 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.

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 Agreement 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.

- D. **Termination for Cause:** The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Bidder violates any of the provisions of these specifications; or
 - iii. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
 - v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. 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.

A "Termination for Cause" clause will be added to select Bidder's contract with Caldwell County.

- E. **Termination for Convenience:** This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to select Bidder's contract with Caldwell County.

- F. **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, in such event, 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 Caldwell County.

- G. **Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award of \$100,000 or more 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.



House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) William Cook, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

WJC Constructors Services, LLC

Company Name

Signature of Authorized Official

WJC

Title of Authorized Official

7-8-21

Date

DEPARTMENT OF FINANCE

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, 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 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible 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.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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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

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:

(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.

(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.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(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.

(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.

(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).

- 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.

- 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.

None

2 CFR 200.333

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>>\$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"> • 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: <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.

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.

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.

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.

[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 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>>\$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>>\$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>>\$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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From: [Danielle Blake](#)
To: ["Michael Knobloch"](#)
Cc: ["Tracy Bratton"; "Shenale Gerrity"](#)
Subject: FW: Harwood box
Date: Thursday, June 24, 2021 9:40:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)

Michael,

Below you will find your questions answered in red. Please let me know if there is anything else our County can do to assist.

Take care,

Danie Blake
Caldwell County Purchasing Agent
Phone: 512-359-4685
Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Tracy Bratton <tbratton@doucetengineers.com>
Sent: Tuesday, June 22, 2021 8:30 AM
To: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Subject: RE: Harwood box

See below in red.

Tracy A. Bratton, P.E.
Division Manager, Land Development
O: 512.583.2650



www.doucetengineers.com
TBPLS Firm No. 10105800
TBPE Firm No. F-3937

From: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Sent: Monday, June 21, 2021 4:54 PM

To: Tracy Bratton <tbratton@doucetengineers.com>

Subject: FW: Harwood box

Tracy,

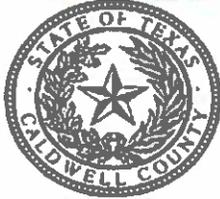
Can you help answer the highlighted questions below?

Danie Blake

Caldwell County Purchasing Agent

Phone: 512-359-4685

Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Michael Knobloch <michael.knobloch@hotmail.com>

Sent: Monday, June 14, 2021 4:31 PM

To: Danielle Blake <danielle.blake@co.caldwell.tx.us>

Cc: william@wicconstruction.com

Subject: Harwood box

Thank you for the reply and the answers.

Will these questions and answers be made public for the benefit and uniformity of the bidding process? Yes, they will be posted on our county webpage at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests>

Will other contractors questions and answers be available to the public? Yes they will

Install new roadway culverts: Will this item include the headwall closure and curb minus the wing walls and the wing wall floor which is to remain in place? **[TAB] yes.**

Alt #1: Will this item include headwall closure and curb minus the wing walls and the wing wall floor which is to remain in place? **[TAB] yes.**

Alt# 2: Will this item include demo and replacement of the entire upstream and downstream wing walls with floors with 5" rip rap concrete? per note 5, sheet 9, txdot FW-S. **[TAB] yes.** If this is the case can you give us the dimensions of the rip rap floor or the desired wing wall slopes.

Or minus 5" floor (use the floor that is there and rebuild the sloped ends and headwall)? **[TAB]** Same floor area and slope as the existing headwalls.

Michael Knobloch
512 581 2464
michael.knobloch@hotmail.com

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From: [Tracy Bratton](#)
To: [Danielle Blake](#)
Subject: RE: Harwood boxes
Date: Wednesday, June 09, 2021 10:12:16 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Daniel See comments in red below. Let me know if you want additional clarification in a phone call.

Tracy A. Bratton, P.E.
Division Manager, Land Development
O: 512.583.2650



www.doucetengineers.com
TBPLS Firm No. 10105800
TBPE Firm No. F-3937

From: Danielle Blake <danielle.blake@co.caldwell.tx.us>
Sent: Monday, June 7, 2021 2:41 PM
To: Tracy Bratton <tbratton@doucetengineers.com>
Subject: FW: Harwood boxes

Tracy,

When you get the time, can you please help me with below questions.

Thank you,

Danie Blake
Caldwell County Purchasing Agent
Phone: 512-359-4685
Email: danielle.blake@co.caldwell.tx.us / 110 S. Main St., Lockhart, TX, 78644



From: Michael Knobloch <michael.knobloch@hotmail.com>
Sent: Friday, May 28, 2021 4:25 PM
To: danielle.blake@co.caldwell.tx.us

Cc: william@wicconstruction.com

Subject: Harwood boxes

Danielle

For ease and fairness of review of all contractor bids could you help all bidders place the correct scope of work in the items you have placed in the bid tab.

- temporary bypass construction, is this everything in add. 1? **[TAB]** yes Are we expected to remove anything in this item when the project is complete? ie. Remove culverts or flexbase or reestablish vegetation?**[TAB]** culverts and temp road remain in place.
- Installation of new culverts , Would this include cast in place 6x6 culverts and headwalls?**[TAB]** this item refers to the new box culverts (not the culvert that is part of the temporary bypass).
- Roadway reconstruction, Would this include, backfill, guardrail, striping, sealcoat, flexbase, rip rap? Are we allowed to use the existing guardrail, or all new rail?**[TAB]** yes, it includes all of these items (and any others that are ancillary to complete the work). The roadway is not currently stripped (so stripping is not required). The plans call out a length of guardrail to be removed. This portion should be replaced with new guardrail. The contractor is encouraged to visit the site to inspect the exiting guardrail and develop a plan for how to tie back in to the existing guardrail that extends beyond the work area
- Final clean up? Should we place our sw3p and seeding?**[TAB]** You can place this in final cleanup or in mobilization. The items in the bid form are intended for the purposes of making progress payments only. The bidders are responsible for understanding the scope of work. The total price provided will be a firm fixed price for the complete project.
- Alt 1 Precast culverts 6x6? Including headwalls?**[TAB]** No. Alt 1 is for precast culverts instead of cast-in place. Alt 2 covers the option of replacing the headwalls.
- Alt 2 is this item in case the wing wall floors can't be tied into and have to be replaced? Or is the intent to place the cip headwalls and closure of precast box to cip headwall?**[TAB]** The County would prefer to replace the headwalls (if the available funds permit doing so).

Please call with questions If my questions are not clear?

Michael Knobloch

512 581 2464

michael.knobloch@hotmail.com

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Addendum No. 1

**Pre-Bid Meeting-Thursday June 24th, 2021
RFB 19CCP01B-5 Harwood Rd. Box Culvert FEMA Upgrade**

Pre Bid Meeting:

Date: June 24th, 2021

Location: Latitude: 29.68395 Longitude: -97.51228

Time: 10:00 am – 10:30 am

Contact: Donald LeClerc (Caldwell County Unit Road Director) or Tracy Bratton (County Engineer)

Ph: Donald 512-398-7268 or Tracy 512-583-2650

Email: unitroad@co.caldwell.tx.us or tbratton@doucetengineers.com

FLORIAN

ADDENDUM NO. 02

Date: June 28th, 2021

Caldwell County

Project Name: RFB 19CCP01-B-5 Harwood Rd.
Box Culvert Upgrade FEMA

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated June 28th, 2021. **Please acknowledge receipt of this addendum on bid documents.** Failure to do so may subject bidder to disqualification.

A. Bid Extension

1. Bid opening date will remain the same but the time has been moved from the amendmended date of Thursday, July 8th, 2021 at 2:30pm, to **Thursday July 8, 2021 at 10:00 a.m.** Bid opening will be held in the jury Room on the second floor of the Caldwell County Courthouse at 110 S MAIN STREET, LOCKHART, TX 78644. The bids will be publicly opened and read aloud at that time. Bid opening may also be viewed virtually using the following link:

Danielle Blake is inviting you to a scheduled Zoom meeting.

Topic: RFB 19CCP01-B-5 Harwood Rd. Box Culvert Upgrade
Time: Jul 8, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92651301393?pwd=UUpHSW0vUCtmeEZJbGFnM25wejFVUT09>

Meeting ID: 926 5130 1393

Passcode: 649048

One tap mobile

+13462487799,,92651301393#,,,,*649048# US (Houston)

+16699009128,,92651301393#,,,,*649048# US (San Jose)

Dial by your location

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+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 926 5130 1393

Passcode: 649048

Find your local number: <https://zoom.us/u/adoB0gxdeA>

END

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

WJC Constructors Services, LLC P.O. Box 104,
Smithville, Texas 78957

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America Hartford
Connecticut 06183

OWNER:

(Name, legal status and address)

Caldwell County, 110 S. Main Street, Room 302 Lockhart, TX 78644

BOND AMOUNT: 55% of greatest amount bid

PROJECT:

(Name, location or address, and Project number, if any)

DR-4332 Box Culvert Upgrades-Harwood Rd., Lockhart, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shanna Wagner** of Austin Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of July, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



WJCCONS-01

SWAGNEF

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Associates Insurers P O Box 29 Smithville, TX 78957	CONTACT NAME: PHONE (A/C, No, Ext): (512) 360-2565		FAX (A/C, No): (512) 327-8337
	E-MAIL ADDRESS:		
INSURED WJC Constructors Services, LLC 702 Old Antloch Road Smithville, TX 78957	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Texas Mutual Insurance Company		22945
	INSURER D: Hartford Fire Insurance Company		19682
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6081187392	8/10/2020	8/10/2021	EACH OCCURRENCE \$ 1,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.00 MED EXP (Any one person) \$ 5.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 2,000.00 PRODUCTS - COMP/OP AGG \$ 2,000.00
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6081187389	8/10/2020	8/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6081187375	8/10/2020	8/10/2021	EACH OCCURRENCE \$ 5,000.00 AGGREGATE \$ 5,000.00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001324906	5/9/2020	5/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000.00
D	Commercial Inland Ma			65MSIA7690	8/10/2020	8/10/2021	Leased & Rented 500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Caldwell County
 110 S Main Street, Room 302
 Lockhart, TX 78644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Addendum No. 1

**Pre-Bid Meeting-Thursday June 24th, 2021
RFB 19CCP01B-5 Harwood Rd. Box Culvert FEMA Upgrade**

Pre Bid Meeting:

Date: June 24th, 2021

Location: Latitude: 29.68395 Longitude: -97.51228

Time: 10:00 am – 10:30 am

Contact: Donald LeClerc (Caldwell County Unit Road Director) or Tracy Bratton (County Engineer)

Ph: Donald 512-398-7268 or Tracy 512-583-2650

Email: unitroad@co.caldwell.tx.us or tbratton@doucetengineers.com

A handwritten signature in black ink, appearing to read "RANK", is located in the lower right quadrant of the page.

ADDENDUM NO. 02

Date: June 28th, 2021

Caldwell County

Project Name: RFB 19CCP01-B-5 Harwood Rd.
Box Culvert Upgrade FEMA

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated June 28th, 2021. **Please acknowledge receipt of this addendum on bid documents.** Failure to do so may subject bidder to disqualification.

A. Bid Extension

1. Bid opening date will remain the same but the time has been moved from the amendmended date of Thursday, July 8th, 2021 at 2:30pm, to **Thursday July 8, 2021 at 10:00 a.m.** Bid opening will be held in the Jury Room on the second floor of the Caldwell County Courthouse at 110 S MAIN STREET, LOCKHART, TX 78644. The bids will be publicly opened and read aloud at that time. Bid opening may also be viewed virtually using the following link:

Danielle Blake is inviting you to a scheduled Zoom meeting.

Topic: RFB 19CCP01-B-5 Harwood Rd. Box Culvert Upgrade
Time: Jul 8, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92651301393?pwd=UUpHSW0vUCtmeEZjbGFnM25wejFVUT09>

Meeting ID: 926 5130 1393

Passcode: 649048

One tap mobile

+13462487799,,92651301393#,,,,*649048# US (Houston)

+16699009128,,92651301393#,,,,*649048# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 926 5130 1393

Passcode: 649048

Find your local number: <https://zoom.us/u/adoB0gxdeA>

END



12. Discussion/Action to consider payment for non-compliant Government Forms & Supplies invoice made by Elections Department REQ01069. **Speaker: Judge Haden/ Shenale Gerrity; Backup: 3; Cost: \$589.61**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

To approve payment for non compliant Government Forms & Supplies invoice made by Elections department. REQ01069 - \$589.61

1. Costs:

Actual Cost or Estimated Cost \$ 589.61

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? No

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

07/27/2021
Date

Exhibit A

CALDWELL COUNTY

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

PURCHASE ORDER

PO Number: REQ01069

Date: 07/12/2021

Requisition #: REQ01069

Vendor #: GOVFOR

ISSUED TO: GOVERNMENT FORMS AND SUPPLIES
P.O. BOX 3290
SIOUX CITY, TX 51102-3290

SHIP TO: Elections
1403-C Blackjack St.
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Voter Reg. Spanish APP VR SP	001-6550-3110		564.32	589.61

Authorized by:

Shenale Gerrity

SUBTOTAL:	564.32
TOTAL TAX:	0.00
SHIPPING:	25.29
TOTAL	589.61

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



P.O. 01069

P.O. Box 3290
 Sioux City, Iowa 51102
 (844) 224-3338
 Accounting (800) 325-8094 Ext. 123
 Fax (712) 224-3332

INVOICE	DATE	NUMBER
	04/30/2021	0327658

PLEASE PAY FROM THIS INVOICE AND INCLUDE INVOICE NUMBER ON REMITTANCE ▲

REMIT TO:
GOVERNMENT FORMS AND SUPPLIES
 P.O. BOX 3290
 SIOUX CITY, IA 51102-3290

SHIP DATE: 04/27/2021
 TERMS: Net 30 Days

SOLD TO:
 Caldwell Co Auditor
 PO Box 98
 Lockhart, TX 78644

SHIP TO:
 Caldwell County Election Administr
 1403 Blackjack
 Lockhart, TX 78644

SALESMAN	CUSTOMER ORDER NO	JOB NO	FOB POINT	SHIPPED VIA		
D. Youngblade	Kimber	028357	Plant	Bestway		
ITEM CODE	QUANTITY	DESCRIPTION		UNIT PRICE	UNIT	EXTENSION
APP VR SP	1,100	Voter Registration Applications-Spanish Composition Charges		513.02	M	564.32 .00
Freight:						25.29
Sales Tax:						.00

[Handwritten Signature]
 6550-3110

Please examine all shipments carefully upon **ARRIVAL**. All return requests must be made within 30 days of dated invoice. There will be a 15% restocking charge for all stock items returned when error is not due to our negligence.

PAY THIS AMOUNT
 589.61

▲ PLEASE DETACH THIS RECEIPT ALONG PERFORATION ▲
 REMIT TO

GOVERNMENT FORMS AND SUPPLIES
 P.O. BOX 3290
 SIOUX CITY, IA 51102-3290

SOLD TO

124577
 Caldwell Co Auditor
 PO Box 98
 Lockhart, TX 78644

PLEASE ENCLOSE THIS REMITTANCE RECEIPT WITH YOUR PAYMENT

Invoice Number	0327658
Invoice Date	04/30/2021
Invoice Total	589.61
Amount Enclosed	

13. Discussion/Action to consider Budget Amendment #76 to move money from 001-6510-4860 (Contingency) to 010-6640-3162 (Community Collections Events) to cover overage. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 12; Cost: Net Zero**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment #10 to move money from 001-6510-4860 (Contingency) to 010-6640-3162 (Community Collections Events) to cover overage

1. **Costs:**

Actual Cost or Estimated Cost \$ Net Zero

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden _____

(2) Barbara Gonzales _____

(3) _____

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

4.  _____
Signature of Court Member

Date 7/20/2021

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL
CONTRACT FOR IMPLEMENTATION OF SOLID WASTE
MANAGEMENT ACTIVITIES, FY 2020**

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) each certifies that it has authority to enter into this Contract pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this agreement.

PRIMARY: Capital Area Council of Governments

SUBRECIPIENT: Caldwell County

Contract #: 20-12-01

Award: \$14,404.80

Article I. Contracting Parties

PRIMARY: Capital Area Council of Governments

Signature: _____

Printed Name: Betty Voights

Title: Executive Director

Date: _____

SUBRECIPIENT: Caldwell County

Signature:  _____

Printed Name: Hoppy Haden

Title: Caldwell County Judge

Date: 4/20/2020

FOR FUND USE	
Number (Unique #): a digit fiscal year; COG #, then sequential numbering by the # of projects	20-12-01
Associated Results Report Form:	Report B - Litter and Illegal Dumping Cleanup and Community Collection Events
General Solid Waste Management - 50-59	
Special cleanup event(neighborhood/park cleanups, community collection event, specific illegal dumpsite cleanup) - No more than 4 events per project - \$1	
Purpose Description:	Community Collection Events/ Tires/ Education
Total Grant Funding:	\$ 14,404.80

THE FOLLOWING SECTIONS WILL BE COMPLETED BY THE COG

Regional Solid Waste Grants Program Implementation Project Summary Form	
Capital Area Council Of Governments - #12	
FY 20	
Grant Recipient:	Caldwell County
Date Submitted:	2/24/2020
Revision Date: (if applicable)	
Revised Version No	
Counties to be Served: (Select Region for COG Managed Project(s))	Caldwell
Matching: (Use N/A, if there are no matching funds)	N/A
If there is an amount for matching funds provide the details here:	
In-Kind Services: (Use N/A, if there are no In-Kind Services)	\$ 10,072.40

If there is an amount for in-kind services provide the details here: The County's in-kind contribution provides for the overtime expense for the Civil Road and Code Enforcement officials that will be utilized at each of the 2 collection events.

Contract Dates:	April 1, 2020 through January 31, 2021
Regional Plan Goal #(s):	3
Project Category:	Litter & Illegal Dumping/Community Cleanups
Project Category Description:	New Project
Select ANY which pertain to the project:	
Education/Training Component	Yes
Public/Private Partnership	No
Cooperative Effort Between More Than One Local Government	Yes
Were there any unresolved private industry concerns expressed about the project?	No

BUDGET DEVELOPMENT SECTION

CATEGORIES & DESCRIPTION OF EXPENSE	FUNDING AMOUNT
Personnel/Salaries: (List personnel name, # of hours and hourly rate)	
	\$ -
	\$ -
Total Personnel/Salaries: \$	\$ -

Fringe Benefits	
Describe fringe rates here	\$ -
Describe fringe rates here	\$ -
<i>Total Fringe Benefits</i>	
Travel (List & itemize travel expenditures. include the name, # of trips and estimated expenses)	
Travel reimbursement for one School Administrator and one Teacher from each of the Luling, Lockhart, and Prairie Lea ISDs to attend a Basic Environmental and Intermediate Environmental Law Training in August 2020 at the Zedler Mill Pavilion in Luling, TX (mileage only: 1x Lockhart HS to Zedler Mill to Lockhart HS at \$0.575 = 31 miles = \$17.83 x 2 = \$35.66; 1x Luling HS to Zedler Mill to Luling HS at \$0.575 = 2.2 miles = \$1.27 x 2 = \$2.54; and 1x Prairie Lea School to Zedler Mill to Prairie Lea School at \$0.575 = 24 miles = \$13.80 x 2 = \$27.60) Instructors will need commute together from their designated locations...	\$ 65.80
	\$ -
<i>Total Travel</i>	
Supplies: (List & itemize detail supplies)	
Goggles, ear plugs, and dust masks (20 sets @ 5.99 x 5 events = \$599)	\$ 599.00
Gloves (20 pair @ \$1.45 each x 5 events = \$145)	\$ 145.00
	\$ -
<i>Total Supplies</i>	
Equipment: (List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)	
	\$ -
	\$ -
<i>Equipment Total</i>	
Construction: (List & itemize construction expenditures)	
	\$ -
	\$ -
<i>Construction Total</i>	
Contractual: (List & itemize contractual expenditures (other than construction)	
Superior Waste - 15 20-yard dumpsters @ \$425 each = \$6,375	\$ 6,375.00
Reliable Tire Disposal - 2 semi-trailers @ \$3,200 each = \$6,400	\$ 6,400.00
	\$ -
<i>Contractual Total</i>	
Others: (List & itemize other expenditures)	
Advertising: Luling Newsboy and Signal (1 ad, 3 colors, 6.25" x 2 runs = \$217.50)	\$ 217.50
Advertising: Lockhart Post-Register (1 ad, 3 colors, 6.25" x 2 runs = \$242.50)	\$ 242.50

Printing: Flyers (8.5" x 11" - 100 @ \$0.39 each x 5 events = \$195)	\$	195.00
Printing: Posters (11" x 17" - 20 @ \$1.45 each x 5 events = \$145)	\$	145.00
	\$	-
<i>Other Total:</i>	\$	820.00
Total Grant Funding Approved: First Year FY 20	\$	14,404.80
Total Grant Funding Approved: (Select appropriate fiscal year for the second funding year by clicking this box and using the drop down menu)	\$	-
TOTAL PROJECT FUNDING AMOUNT:	\$	14,404.80
PROJECT DESCRIPTION SECTION		
Describe how the funds will be used in each budget category where funds are requested, provide dates and locations of events; if applicable, state where equipment will be stored.		
Always use the statement that equipment will be used 100% for solid waste activities.		
In the cell below, provide a brief description of the project, in paragraph format, and conduct a spell check before submitting.		
<p>This Caldwell County project consists of five (5) community collection events and a two pronged educational component: (1) Printing informational flyers and posters on the impact of illegal dumping, public health and safety, clean waterways, dangers of hoarding household refuse, and providing childrens coloring books and crayons with environmental messaging, tote bags, "Earth Saver" and "Green Living Tips" messaging; (2) sponsoring both an administrator and a teacher from each of the Luling, Lockhart, and Prairie Lea ISD's to attend a Basic Environmental Law training, with the intent of encouraging each ISD to incorporate "environmental law/science and the impact of illegal dumping" information into the appropriate curricula at each respective school. This project includes five (5) community collection events: #1, City of Maxwell, Saturday, April 4, 2020, at 9675 Hwy 142, Maxwell, TX 78656; #2, City of Dale, Saturday, May 16, 2020, at 47 Civic Drive, Dale, TX 78616; #3, City of Luling, Saturday, June 13, 2020, at 423 San Marcos Hwy, Luling, TX 78648; #4, City of Lockhart, Saturday, July 18, 2020, at 1700 PM 2720, Lockhart, TX 78644; and, #5, City of Maxwell, (Tires Only) Saturday, August 22, 2020, at 9675 Hwy 142, Maxwell, TX 78656. Newspaper advertisements will be placed two weeks in advance of each event in the Luling Newday & Signal and the Lockhart Post-Register. Each site is a County-owned, fence-secured property. Dumpsters will be delivered by Superior Disposal on Friday and picked up on Monday, waste will be taken to Texas Disposal System's Landfill, MSW Permit No. 2123. Scrap Tires will be transported by Reliable Tire Disposal, Municipal Solid Waste Registration No. 6200792 (Tire Transporter) and No. 6200888 (Tire Processor), to 3345 S.H. 29 E, Burnet TX, and processed into 1" chips and then delivered to one of multiple locations where it is used as Tire Derived Fuel. The steel is sent to a steel foundry and recycled into rebar and angle iron products.</p>		
TCEQ Approval/Date:		4/16/2020

Article II. General Contract Provisions

Section 2.01 Purpose

- a. The purpose of this Contract is to accomplish the goals of the Solid Waste Disposal Act of 1989, as amended, as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- b. CAPCOG's Executive Committee has determined that this project will support the goals and objectives of CAPCOG's Regional Solid Waste Management Plan (RSWMP).
- c. The overall goals this contract are:
 - (i) To enable CAPCOG to carry out or conduct various MSW management-related services and support activities within CAPCOG's regional jurisdiction;
 - (ii) To enable CAPCOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 - (iii) To administer an efficient and effective region wide pass through assistance grants program and/or, where authorized by CAPCOG to conduct various CAPCOG-managed projects.

Section 2.02 Scope of Services

- a. All parties agree that Caldwell County, in consideration of compensation hereinafter described, shall carry out work as described in Article V of this contract.
- b. The SUBRECIPIENT agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$14,404.80 as detailed in Article VI of this Contract.
- c. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and recovery of any unexpended or inappropriately expended funds.

Section 2.03 Period of Performance

- a. The period of performance of this Solid Waste Interlocal Contract (hereafter, Contract) begins on April 1, 2020 and ends, unless sooner terminated under Section 2.10, Section 2.11, or Section 2.12, on January 31, 2021.
- b. The SUBRECIPIENT has the time period shown above to complete the tasks as shown in Article V of this Contract.
- c. The SUBRECIPIENT may request in writing a time extension, but CAPCOG is not obligated to provide the time extension.
- d. SUBRECIPIENT must not begin work under this Contract until CAPCOG's project representative identified in Article IV signs and transmits a "Notice-To-Proceed" to the SUBRECIPIENT's project representative. This will not occur until:
 - (i) The project representative for the SUBRECIPIENT identified in Article IV completed a mandatory grant management workshop conducted by CAPCOG's project representative on March 10, 2020 (or will commit to at a time and location mutually agreeable to both project representatives).
 - (ii) The TCEQ approves the project.

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL CONTRACT
FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES
FY 2021**

AMENDMENT II

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) entered into a contract on April 20, 2020, and as amended on January 19, 2021, as authorized by the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is amended as follows:

Amendment to Scope of Services

Article II General Contract Provisions, Section 2.02 Scope of Services (b) is amended to increase the amount of the award under Contract #20-12-01 to \$15,789.41 for unanticipated overages realized while implementing a Solid Waste Grant for four Community Collection Events and one Scrap Tire Collection Event.

Amendment to Period of Performance

Article II General Contract Provisions, Section 2.03 Period of Performance, is amended to extend the period of performance to end on August 15, 2021. This amendment is pursuant to the authority in Section 2.09 of the Contract.

This document should be maintained with the CAPCOG Contract #20-12-01 documents and records.

ACCEPTANCE

Each individual signing this Amendment #1 on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Except as amended herein, the terms and conditions of the original INTERLOCAL CONTRACT FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES, FY 2020-2021 remain in full force and effect.

PRIMARY:	<u>Capital Area Council of Governments</u>
SUBRECIPIENT:	<u>Caldwell County</u>
Contract #:	<u>20-12-01</u>
Award:	<u>\$15,789.41</u>

Contracting Parties

PRIMARY: Capital Area Council of Governments

Signature: _____

Printed Name: Betty Voights

Title: Executive Director

Date: _____

SUBRECIPIENT: Caldwell County

Signature: _____

Printed Name: Hoppy Haden

Title: Caldwell County Judge

Date: _____

Reagan McLearen

From: Jan Bower <jan.bower@co.caldwell.tx.us>
Sent: Monday, July 19, 2021 10:00 AM
To: Reagan McLearen
Subject: FW: CAPCOG SW ILA - Amendment #2 Attached
Attachments: 20-12-01 Amendment No 2.pdf

Importance: High

Here you go.

Jan

From: Barbara Gonzales [<mailto:barbara.gonzales@co.caldwell.tx.us>]
Sent: Monday, July 19, 2021 9:08 AM
To: Jan Bower <jan.bower@co.caldwell.tx.us>; Mayra Castillo <mayra.castillo@co.caldwell.tx.us>
Subject: FW: CAPCOG SW ILA - Amendment #2 Attached
Importance: High

Jan / Mayra

FYI – Should Regan be providing a BA for CCrt for staff to audit?

Take care.

Barbara A. Gonzales
County Auditor
Caldwell County

Courthouse, Room 303
110 South Main Street
Lockhart, Texas 78644
(512) 398-1801(wk#)
(512) 398-1829(fx#)
barbara.gonzales@co.caldwell.tx.us

From: May, Ken [<mailto:kmay@capcog.org>]
Sent: Friday, July 9, 2021 12:12 PM
To: Haden, Hoppy
Cc: Chan, Ezzy; Dennis Engelke; barbara.gonzales@co.caldwell.tx.us; Hargrove, Shelly; Barrett, Kate; Voights, Betty; Jennings, Sheila; Bowman, Lisa Byrd
Subject: CAPCOG SW ILA - Amendment #2 Attached
Importance: High

Honorable Judge Haden:

Please find attached an amendment to the FY 2020-2021 Solid Waste Grant, Interlocal Agreement (ILA) #20-12-01, extending the term of the ILA to August 15, 2021, and increasing the original \$14,404.80 award by \$1,384.61 to \$15,789.41. This additional money is part of our Solid Waste Advisory Committee suggested and Texas Commission on

Environmental Quality (TCEQ) approved spend-down plan to help ensure CAPCOG returns no monies to the TCEQ in our end of biennium close-out. The SW Program realized programmatic savings in operational costs due to Covid related restrictions and we had unallocated pass-through dollars as well. The spend-down plan included covering implementation project overages in the match category.

We will require the amendment be signed, dated, and returned by August 15, 2021 to be able to realize making this additional reward to the County. The reimbursement request for \$14,404.80 has been approved and moved to our Finance Department for processing. Therefore, this additional reward will arrive in a second deposit at a later date pending return of the attached amendment signed and dated prior to August 15, 2021.

Please do not hesitate to contact me if you have questions or comments.

Sincerely,

Ken May

Regional Programs Manager

Capital Area Council of Governments

Ph: (512) 916-6040 ~ Fax: (512) 916-6001

Kmay@capcog.org ~ www.capcog.org

No electronic communication by a CAPCOG employee may legally obligate the agency.



14. Discussion/Action to consider the
Abandonment Request for Old Public Road.
**Speaker: Commissioner Shelton/ Donald
LeClerc/ Roger Birt/ Marcha Phelps/
Rebecca Welch; Backup: 32; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.21.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider the Abandonment Request for Old Public Road

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) Commissioner Shelton

(2) Donald LeClerc

(3) Roger Birt, Marsha Phelps and Rebecca Welch

3. Backup Materials:

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

4. Barbara Shelton
Signature of Court Member

7/20/2021
Date

THE LAW OFFICE OF

M. Elizabeth Raxter

Certified by the National Elder Law Foundation

(512) 398-6996 Phone
(512) 668-4501 Fax

P.O. Box 281
Lockhart, Texas 78644

eraxter@tx-elderlaw.com
www.tx-elderlaw.com

July 14, 2021

Caldwell County Commissioners Court
110 S. Main St.
Lockhart, Texas 78644

Re: Partial Abandonment Request for Old Public Road

To Whom it May Concern:

I represent Roger Craig Birt, Marsha Ruth Phelps and Rebecca A. Welch regarding their request for abandonment of the remainder of Old Public Road ("Road"). The Road has not been used or maintained since the construction of FM 1386.

Roger Craig Birt transferred 38.628 acres to Rebecca A. Welch by Warranty Deed dated February 10, 2000 (property ID #23341). Rebecca A. Welch also owns the neighboring 38.58 acres (property ID #23340). Finally, Roger Craig Birt and Marsha Ruth Phelps inherited 38.58 (property ID #74306) in 2007. Roger Craig Birt, Marsha Ruth Phelps and Rebecca A. Welch are collectively the "Owners" of the property attached to the Road.

In 2019, Roger Craig Birt and Marsha Ruth Phelps requested that a portion of the old public road attached to property ID #74306 be abandoned. This Commissioners Court approved such request. At that time, Roger Craig Birt and Marsha Ruth Phelps also acquired the 2.593 acre tract below the Road by Court Order of the Caldwell County District Court. The partial abandonment of the road, allowed the 2.593 acre tract and their 38.58 acre tract (property ID #74306) to be connected in one continuous tract.

All of the Owners now request abandonment of the remainder of the Road being 1.383 acres as shown in the attached documentation.

Very truly yours,

M. Elizabeth Raxter

M. Elizabeth Raxter

Caldwell County, Texas

Rebecca A. Welch
Volume 233 Page 130
Official Public Records
called 30.628 ac.

Rebecca A. Woods Welch
Volume 495 Page 888
Official Public Records
Tract Three called 38.88 ac.

Roger Craig Birt et al
Volume 354 Page 114
Official Public Records
Residue of 38.88 ac.

Portion of Old Public Road
previously abandoned and
mentioned in Inst.
#2019-005014 O.P.R.

William Sneed Survey A-265

approximate survey district line

A-265

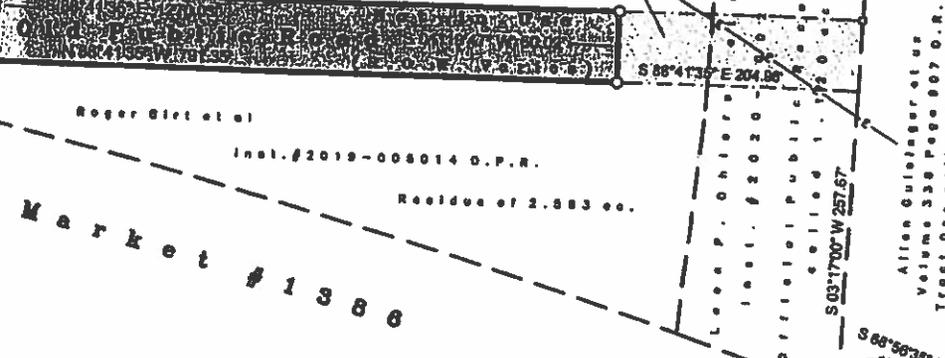
A-220

Point of Beginning

A=462.55 R=5769.58
C=N 81°32'45" W 482.40'
(80' R.O.W.)

1.383 ac.

Tract
14.2'



Not to scale

LEGEND

- CHIPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
- ◻ CHIPPED 1/2" IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
- ◻ 8" TREATED FENCE POST FOUND
- CONCRETE MONUMENT FOUND
- // SCALE BREAK
- e- OVERHEAD ELECTRIC LINE
- x- FENCES MEANDER
- ▨ PORTION OF OLD PUBLIC ROAD TO BE ABANDONED
- PORTION OF OLD PUBLIC ROAD PREVIOUSLY ABANDONED
- UNLESS OTHERWISE NOTED

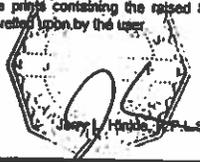
General Notes

- 1) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 2) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panel 48055C0400E effective date June 30, 2013. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. **WARNING: This Flood Statement, as Determined by a HUD - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.**

Farm to Market #1388

ROAD ABANDONMENT SURVEY DRAWING

Showing a 1.383 acre tract of land out of an OLD PUBLIC ROAD in the John A. Nolan Survey A-220 in Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on June 24, 2021, (2) No Abstract of Title, title commitment, nor research or record easements were supplied to the Surveyor. There may exist easements of record which could affect this parcel. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Concrete Monument(s)
found used for back
of bearing

Field Book: 4-C	Drawn By: J.L.H. LH
Job No.: 20211731	Drawing: 20211731.dwg
Date: June 2021	Sheet Title: 08012021
Surveyed By: J.L.H. JSH	Advised Date: Begin 08012021

HINKLE SURVEYORS

P.O. Box 1027 1108 S. Main Street Lockhart, TX 78644
Ph: (512) 396-2000 Fax: (512) 398-7883 Email: contact@hinklesurveyors.com Firm Registration No. 100888-00



HINKLE SURVEYORS

Page 1 of 1
Job #20211751

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the John A. Nolan Survey A-220 and being also a part of an Old Public Road and being more particularly described as follows:

BEGINNING at a capped $\frac{1}{2}$ " iron pin set stamped "HINKLE SURVEYORS" in the intersection of the North line of the said Nolan Survey and the South line of the William Sneed Survey A-265 and the curving North line of F.M. #1386 and the North line of the said Old Public Road and the South line of a tract of land called 38.628 acres and conveyed to Rebecca A. Welch by deed recorded in Volume 233 Page 130 of the Official Public Records of Caldwell County, Texas for the NW corner this tract.

THENCE S 88 degrees 41 minutes 35 seconds E with the North line of the said Old Public Road and the said common Nolan and Sneed Survey line and the South line of the said 38.628 acre tract and the South line of a tract of land 38.58 acres and conveyed to the said Rebecca A. Welch by deed recorded in Volume 495 Page 688 of the said Official Public Records and the South line of a tract of land called 38.58 acres and conveyed to Roger Craig Birt et al by deed recorded in Volume 564 Page 114 of the said Official Records **1270.03 feet** to a capped iron pin found stamped "HINKLE SURVEYORS" in the NW corner of a portion of the said Old Public Road previously abandoned and mentioned in Instrument #2019-005014 of the said Official Public Records for the NE corner this tract.

THENCE S 01 degrees 19 minutes 47 seconds W with the West line of the said previously abandoned public road **60.02 feet** to a capped iron pin found stamped "HINKLE SURVEYORS" in the SW corner of the said previously abandoned portion and the South line of the said Old Public Road and in the North line of a tract of land called 2.593 acres and conveyed to Roger Birt et al by deed recorded in Instrument #2019-005014 of the said Official Public Records for the SE corner this tract and from which point a concrete monument found used for basis of bearing bears S 88°41'35" E 204.96 feet and S 03°17'00" W 257.67 feet and S 68°56'35" E 12.01 feet and from th said concrete monument a second concrete monument found used for basis of bearing bears S 68°53'00" E 1495.90 feet.

THENCE N 88 degrees 41 minutes 35 seconds W with the North line of the said 2.593 acre tract and the South line of the said Old Public Road **791.35 feet** to a capped $\frac{1}{2}$ " iron pin set stamped "HINKLE SURVEYORS" in the curving North line of F.M #1386 and the West corner of the said 2.593 acre tract for the SW corner this tract.

THENCE with a non-tangent curve turning to the left having a radius of **5769.58 feet** and an arc length of **482.55 feet** and the chord of which bears **N 81 degrees 32 minutes 45 seconds W 482.40 feet** to the place of beginning containing **1.383 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 24, 2021. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.


Jerry L. Hinkle, R.P.L.S. #5459

Untitled Map

Write a description for your map.

Legend

- ◆ 29249
- Feature 1

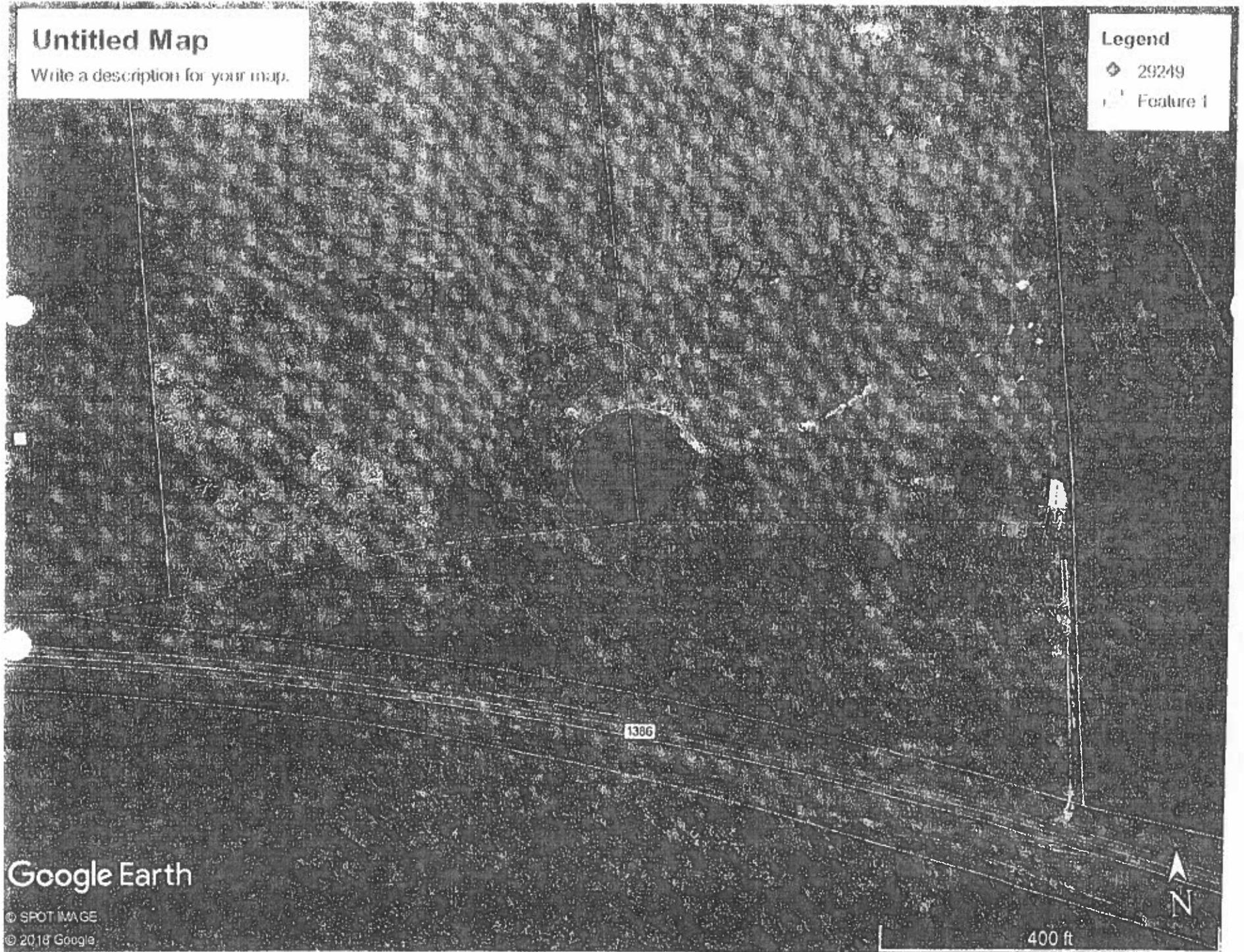
Google Earth

© SPOT IMAGE
© 2018 Google

400 ft



1386



Untitled Map

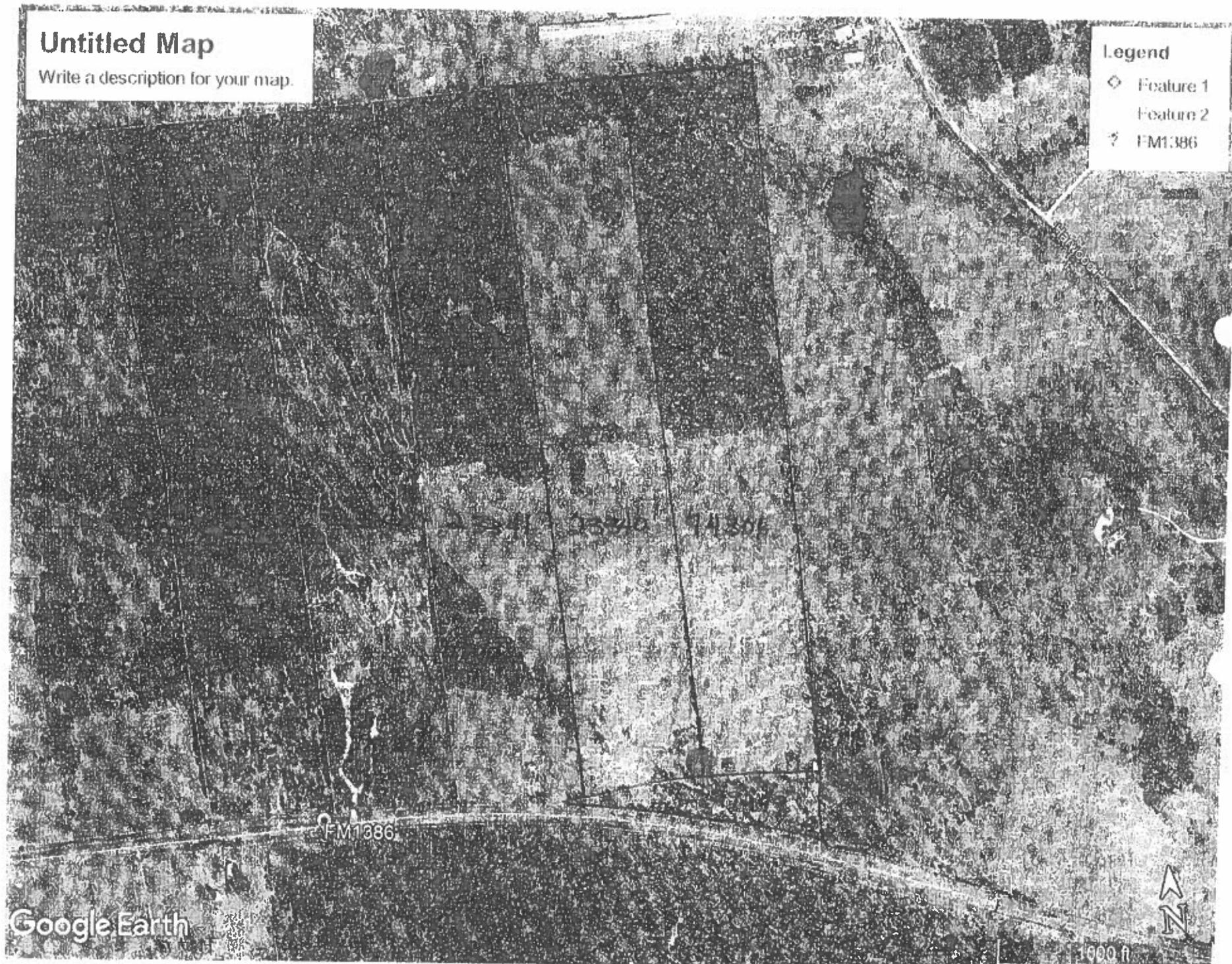
Write a description for your map.

- Legend
- ◇ Feature 1
 - Feature 2
 - ? FM1386

Google Earth



1000 ft



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFFIDAVIT OF OCCUPANCY, USE AND POSSESSION

THE STATE OF TEXAS §
 § **Know All Men By These Presents:**
COUNTY OF CALDWELL §

BEFORE ME, the undersigning authority, on this day personal appeared Leon Oehlers of 3597 FM 1386, Luling, Texas 78648, and Roger Birt of 13317 White Tail Dr., Tyler, Texas 75707, who being by me here and now, duly sworn upon oath say:

That we are well acquainted with the possession, use, and occupancy and have been for more than 58 years of the following described property:

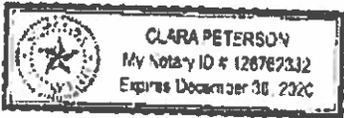
All of a certain 2.593 acre tract or parcel of land situated in Caldwell County, Texas and being also a part of the John A. Nolan Survey A-220 and being a part of a tract of land designated as First Tract called 161 1/2 acres and conveyed to D.O. Nester et ux by deed recorded in Volume 217 Page 465 of the Official Records of Caldwell County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

The property has been possessed, occupied and used by Roger Birt and Marsha Ruth Phelps since 2007 when they inherited it. Prior to that it was possessed, occupied and used by their predecessors in title, JB Birt and Mary Birt. During all such period of time, the perimeter has been fenced with a substantial fence capable of turning cattle and has been used by Roger Birt and Marsha Ruth Phelps and their predecessors in interest in title to graze cattle and other livestock. The fence as always been along the perimeter of the property as described above and has not moved substantially. The fence along FM 1386 was installed by contractors working for the State Highway Department after the FM Road was constructed in 1959 or 1960 and has remained substantially in the same place along the perimeter of the property and the edge of the Highway right-of-way since then. During all such period of time since the FM Road was constructed, no one has ever questioned the possession, use, or occupancy of the property, nor has anyone ever questioned the perimeter fence around the property especially along the FM Road, and no one is questioning it now.

Roger Birt
ROGER BIRT

STATE OF TEXAS)
COUNTY OF CARDWELL)
)

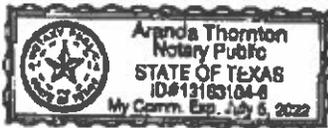
This instrument was acknowledged before me on October 30, 2018, by
LEON OFHLERS.



Clara Peterson
Notary Public, State of Texas
My commission expires: 12/30/2020

STATE OF TEXAS)
COUNTY OF SMITH)
)

* This instrument was acknowledged before me on October 22nd, 2018, by
ROGER BIRT.



Aranda Thornton
Notary Public, State of Texas
My commission expires: JULY 5, 2022



HINKLE SURVEYORS

Page 1 of 1
JOB #20182401-2.593ac

All of a certain tract or parcel of land situated in Caldwell County, Texas and being also a part of the John A. Nolan Survey A-220 and being a part of a tract of land designated as First Tract called 161 1/2 acres and conveyed to D.O. Nester et ux by deed recorded in Volume 217 Page 465 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

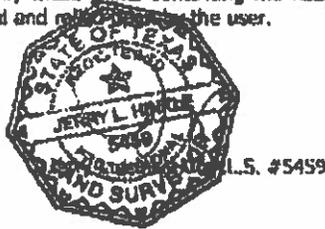
BEGINNING at a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in an apparent external corner of the said 161 1/2 acre tract and in the apparent West line of a tract of land designated as Tract One called 116.778 acres and conveyed to Allen Gulsinger et ux by deed recorded in Volume 336 Page 907 of the said Official Records and in the South line of an Old Public Road for the NE corner this tract.

THENCE S 03 degrees 17 minutes 00 seconds W entering the said 161 1/2 acre tract and with the apparent West line of the said 116.778 acre tract 257.67 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" and the curving North line of F.M. #1386 and the apparent SW corner of the said 116.778 acre tract for the SE corner this tract and from which point a concrete monument found used for basis of bearing bears S 68 degrees 56 minutes 35 seconds E 12.01 feet and from the said concrete monument a second concrete monument found used for basis of bearing bears S 68 degrees 53 minutes 00 seconds E 1495.90 feet.

THENCE with the curving North line of F.M. #1386 and over and across the said 161 1/2 acre tract and having a radius of 5769.58 feet and an arc length of 1021.81 feet and the chord of which bears N 74 degrees 04 minutes 34 seconds W 1020.48 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the North line of the said 161 1/2 acre tract and the South line of the said Old Public Road for the NW corner this tract.

THENCE S 88 degrees 41 minutes 35 seconds E with the North line of the said 161 1/2 acre tract and the South line of the said Old Public Road 996.33 feet to the place of beginning containing 2.593 acres of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on August 29, 2018. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and reliable for the user.



FILED AND RECORDED

Instrument Number: 2018-005901 AFFIDAVIT

Filing and Recording Date: 10/30/2018 04:03:44 PM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Carol Holcomb

Carol Holcomb, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENT AL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

2009

Abner Moore tract

38.58

INDEPENDENT EXECUTOR'S DEED

091267

THE STATE OF TEXAS §
 §
COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS:

P10

091267

THAT THE UNDERSIGNED, ESTATE OF MARY FRANCES BIRT, Deceased, found in Cause No. 34,820P, County Court of Smith County, Texas, by and through its duly appointed Independent Executor, ROGER CRAIG BIRT, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantees, herein named, the receipt and sufficiently of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto ROGER CRAIG BIRT individually and MARSHA RUTH PHELPS individually herein referred to as "Grantees," all of Grantor's right, title and interest, 1/2 undivided interest to each Grantee, in and to the following described property, to-wit:

BEING 38.58 acres of land situated in the William J. Sneed Survey, Abst. 265, Caldwell County, Texas. Said 38.58 acre tract is part of a tract called 100 acres in conveyance from Maggie Bell, et al, to Abner Moore, et ux, by deed recorded in Volume 255 at page 151 of the deed records and part of a tract called 100 acres in conveyance from C. F. Bell, et ux, to Abner Moore, et ux, by deed recorded in Volume 227 at page 297 of the deed records of said county and is described by metes and bounds, as follows:

BEGINNING at an iron stake set for the approximate southeast corner of the William J Sneed Survey, Abst. 265 and the southeast corner of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 227 at page 297 of the deed records;

THENCE S. 89 deg., 45' W. 215.3 feet to the north line of an abandoned county road;

THENCE with said north line, as follows:
N. 65 deg., 31' W. 135.1 feet;
thence S. 89 deg., 45' W. 170.7 feet to the southwest corner of the tract herein described;

THENCE across the Abner Moore Tract, N. 3,041.1 feet to the north line of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 255 at page 151 of the deed records;

THENCE with fence along said north line, as follows:
S. 89 deg., 46' E 474.8 feet;
thence S. 90 deg., 07' E. 103.4 feet to a fence corner marking the northeast corner of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 255 at page 151 of the deed records;

WARRANTY DEED

001168

Date: February 10, 2000

Grantor: Roger Birt

Grantor's Mailing Address (including county):

Roger Birt
933 Sunflower Court
Santa Maria, CA 93455-2157
Santa Barbara County

Grantee: Rebecca A. Welch

Grantee's Mailing Address (including county):

Rebecca A. Welch
Rt. 2 Box 280
Buna, Texas 77612
Jasper County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

See Attached Exhibit "A".

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or

EXHIBIT "A"

BEING all that certain 38.628 acre tract or parcel of land lying and being situated in Caldwell County, Texas, being a part of the William J. Sneed Survey, Abstract No. 265 and more particularly being a portion of that 100 acre tract as described in that certain Deed from Maggie Bell, et al, to Abner Moore, et ux, recorded in Volume 255, Page 151 of the Caldwell County Deed Records, and a portion of that 100 acre tract as described in that certain Deed from C. F. Bell, et ux, to Abner Moore, et ux, recorded in Volume 227, Page 297 of the Caldwell County Deed Records, and this tract hereby intended to be conveyed is further described by metes and bounds as follows, to-wit:

COMMENCING at an iron pin at the Northwest corner of the aforesaid Maggie Bell 100 acre tract, also being the Northwest corner of a 38.58 acre tract (Tract No. 1 of the subdivision of the aforesaid two 100 acre tracts);

THENCE South 88° 34' 06" East 1185.48 feet to an iron pin found at the Northeast corner of a 38.58 acre tract (Tract No. 2) and in the North line of the said Maggie Bell 100 acre tract, for the Northwest corner of this tract and the Point of Beginning;

THENCE with the North line of the said Maggie Bell 100 acre tract, as is now fenced, North 89° 53' East 411.90 feet to an iron pin set and South 87° 10' 12" East 134.46 feet to an iron pin found at the Northwest corner of a 38.58 acre tract (Tract No. 4) for the Northeast corner of this tract;

THENCE crossing both said 100 acre tracts with the West line of the said 38.58 acre tract (Tract No. 4) south 3064 feet the center line of the electric power line, at 3082.90 feet an iron pin found at the Southwest corner of the said 38.58 acre tract (Tract No. 4) and in the North line of an abandoned County Road, for the Southeast corner of this tract;

THENCE with the North line of the abandoned road South 85° 41' West 113.60 feet to an angle point and the North line of F.M. Road 1386, continuing with the North line of the F.M. Road North 86° 30' West 137.70 feet, North 83° 00' 10" West 297.69 feet to an iron pin found

at the Southeast corner of the said 38.58 acre tract (Tract No. 2), for the Southwest corner of this tract;

THENCE crossing both aforesaid 100 acre tracts with the East line of the said 38.58 acre tract (Tract No. 2) North at 6 feet the center line of an electric power line, at 3052.58 feet to the POINT OF BEGINNING, containing within said bounds 38.628 acres of land, as surveyed by Clarence L. Littlefield, Registered Public Surveyor, No. 2608, on the 5th day of February, 1985.

VOL 233 PAGE 134

FILED this 9th day of May 2020
10:40 AM
NINA S. SELLS
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Wanda E. Miller Deputy

Any other use of this document without the express or implied consent of the State of Texas is prohibited. This document is the property of the State of Texas and is loaned to you for your use only. It is not to be reproduced or distributed without the express or implied consent of the State of Texas.
STATE OF TEXAS
COUNTY CLERK
I hereby certify that this instrument was filed in the Public Records Office on the date and time indicated herein by the clerk and duly RECORDED in Official Public Records of the Property of Caldwell County, Texas on

MAR 09 2000



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

Gift Deed without Warranty

232203

Date: December 21, 2006

Grantor: BARBARA DUBOSE GOULD, dealing with separate property

Grantor's Mailing Address:

BARBARA DUBOSE GOULD
11535 S. US Hwy. 183
Gonzales, Texas 78629
Gonzales County

Grantee: REBECCA A. WOODS WELCH, dealing with separate property; DEBORAH K. WOODS DENNIS, dealing with separate property; and JIMMY D. READ, dealing with separate property

Grantee's Mailing Address:

REBECCA A. WOODS WELCH
6424 St. Hwy. 62
Buna, Texas 77612
Jasper County

DEBORAH K. WOODS DENNIS
6908 Crenshaw Lane
Denton, Texas 76210
Denton County

JIMMY D. READ
11535 S. US Hwy. 183
Gonzales, Texas 78629
Gonzales County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

TRACT ONE:

Being all that certain tract or parcel of land, lying and being situated in Gonzales County, Texas, being 120.78 acres of land, more or less, a part of the Jose Maria Salinas Four Leagues Grant, Abstract No. 59, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO:

Being all that certain tract or parcel of land, lying and being situated in Gonzales County, Texas, being 1.339 acres of land, more or less, out of the Jose Maria Salinas Four Leagues Grant, Abstract No. 59, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

TRACT THREE:

Being all that certain tract or parcel of land, lying and being situated in Caldwell County, Texas, being 38.58 acres of land, more or less, out of the William J. Sneed Survey, Abstract No. 265, and being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

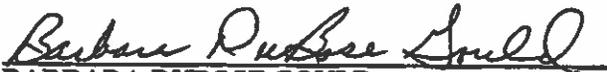
Exceptions to Conveyance and Warranty:

Any existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants and conditions.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.


BARBARA DUBOSE GOULD

ACCEPTED BY:


REBECCA A. WOODS WELCH

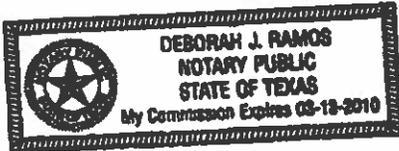
DEBORAH K. WOODS DENNIS

JIMMY D. READ

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on December 21, 2006, by BARBARA DUBOSE GOULD.

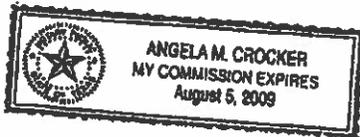


Deborah J. Ramos
Notary Public, State of Texas
My commission expires: 3-13-2010

THE STATE OF TEXAS *

COUNTY OF Orange *

This instrument was acknowledged before me on this 5th day of January, 2007, by REBECCA A. WOODS WELCH.



Angela M. Crocker
Notary Public, State of Texas

THE STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on this _____ day of _____, 20____, by DEBORAH K. WOODS DENNIS.

Notary Public, State of Texas

Deborah K. Woods Dennis
DEBORAH K. WOODS DENNIS

JIMMY D. READ

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on December, 2006, by BARBARA DUBOSE GOULD.

Notary Public, State of Texas
My commission expires: _____

THE STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me on this _____ day of _____, 20____, by REBECCA A. WOODS WELCH.

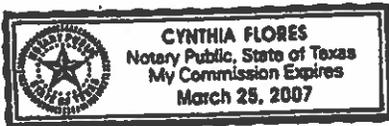
Notary Public, State of Texas

THE STATE OF TEXAS *
*
COUNTY OF Denton *

This instrument was acknowledged before me on this 26 day of December, 2006, by DEBORAH K. WOODS DENNIS.

Cynthia Flores

Notary Public, State of Texas



DEBORAH K. WOODS DENNIS

[Signature]
JIMMY D. READ

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on December, 2006, by BARBARA DUBOSE GOULD.

Notary Public, State of Texas
My commission expires: _____

THE STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me on this _____ day of _____, 20____, by REBECCA A. WOODS WELCH.

Notary Public, State of Texas

THE STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me on this _____ day of _____, 20____, by DEBORAH K. WOODS DENNIS.

Notary Public, State of Texas

96180456

VOL. 495 PAGE 683

THE STATE OF N/A *
COUNTY OF *

This instrument was acknowledged before me on this 5 day of FEBRUARY
2007, by JIMMY D. READ.

Jeff T. Lodermeler
Notary Public, State of N/A



Jeffrey T. Lodermeler
Consul
American Embassy
Maputa, Mozambique

PREPARED IN THE OFFICE OF:

Jean J. Peterek
MUNSON & BURNS
P.O. Drawer C
Gonzales, Texas 78629
830.672.9511
830.672.7638 Fax



This document consists
of 7 pages

Being all that certain tract or parcel of land, lying and being situated in Gonzales County, Texas, being part of the Jose Marie Salinas Four Leagues Grant, Abstract No. 59, and more particularly being part of that certain tract of 201.25 acres of land, more or less, conveyed by C.E. Tips to W.F. Mercer by deed dated January 22nd, A.D. 1926, recorded in Volume 132, pages 132-134, of the Gonzales County Deed Records, and more especially being the same tract of 118.8 acres of land, more or less, conveyed by W.F. Mercer to E.C. Mercer by deed dated April 1st, A.D. 1948, recorded in Volume 166, pages 276-277, of the Gonzales County Deed Records, and the same upon resurvey was found to contain 120.78 acres of land, more or less, and the same is hereby described by metes and bounds as follows, to-wit:

BEGINNING at an iron pipe set on the south line of Highway No. 90-A (formerly known as Highway No. 3) and at the southeast corner of that certain strip of land conveyed by E.C. Mercer and wife to the State of Texas for highway purposes, said point of beginning being located South 6° 15' West 22 varas from the center line of said highway, which center line is the northeast corner of the said 201.25 acre tract, for the northeast corner of this tract or parcel of land hereby intended to be conveyed, the same also being the northwest corner of a tract of land owned by Kate Pettus et al. said point of beginning being further located South 85° East 1728 varas, South 4° East 3218 varas, North 79° West 934.6 varas from the northeast corner of the Green DeWitt League No. 4, which is one of the corners of the said Jose Marie Salinas Four Leagues Grant: THENCE with the east line of the said Tips tract, the same being the west line of said Pettus tract and the east line of the said E.C. Mercer tract, South 6° 15' West at 491.6 varas the center line of the electric-transmission line of Central Power & Light Company at 1762 varas a stake set in said line for a corner of said Pettus tract and said E.C. Mercer tract for a corner of this tract or parcel of land hereby intended to be conveyed: THENCE South 70° West 35 varas to a point on contour elevation 290 and on the west line of that certain tract of 4.39 acres of land, more or less, conveyed by W.F. Mercer, a single man, to Texas Hydro Electric Corporation by deed dated June 5th, A.D. 1931, recorded in Volume 158, pages 521-523, of the Gonzales County Deed Records, and on the west side of the creek, for a corner of this tract or parcel of land hereby intended to be conveyed: THENCE down the west bank of said creek along contour elevation 290 with its meanders as follows, to-wit: South 16° 30' West 28.4 varas; South 29° 30' West 23.7 varas; South 70° West 46.8 varas; South 87° 48' West 16.2 varas; North 56° 30' West 24.8 varas; North 35° 30' West 49.7 varas; North 88° 15' West 27.4 varas; South 25° 40' West 27 varas; South 12° East 72.7 varas; South 50° 20' East 38.9 varas; South 81° 30' East 79.9 varas; South 55° 30' East 43.9 varas; South 55° 35' East 58.8 varas; South 86° 10' East 46.1 varas; South 49° 40' East 30.6 varas; South 9° East 43.9 varas; South 19° 30' West 80.3 varas; South 19° 15' West 58 varas; South 21° 30' West 30.6 varas to a stake set near the mouth of said creek and on the bank of the Guadalupe River from which stake a pecan tree 18 inches in diameter bears North 73° 30' West 9 varas: THENCE up the Guadalupe River continuing along contour elevation 290 with its meanders, as follows, to-wit: South 6° 45' West 60.8 varas; South 40° West 100.1 varas; South 60° West 52.1 varas; South 63° 10' West 38.2 varas; South 70° 45' West 39.6 varas; South 60° 45' West 45 varas; South 61° 50' West 35.3 varas; South 60° 45' West 53.6 varas; South 45° 40' West 56.2 varas; South 39° 48' West 36.6 varas to a stake set in said line at the southwest corner of the said E.C. Mercer tract the same being the southeast corner of that certain tract of 108.7 acres of land conveyed by W.F. Mercer to Eusy Mercer by deed dated March 1st, A.D. 1941, recorded in Volume 166, pages 285-287, of the Gonzales County Deed Records for the southwest corner of this tract or parcel of land hereby intended to be conveyed: THENCE with the east line of the said Eusy Mercer tract and the west line of the said 118.8 acre tract, North 6° 15' East at 2110.4 varas the center line of the aforesaid electric transmission line, at 2557.4 varas a stake set at a common corner of said tracts for a corner of this tract or parcel of land hereby intended to be conveyed: THENCE continuing with the line between the said Eusy Mercer tract and the said E.C. Mercer tract, South 79° East 100 varas to a stake set at another common corner of said tracts for a corner of this tract or parcel of land hereby intended to be conveyed: THENCE with one of the east lines of the said Eusy Mercer tract and a west line of the said E.C. Mercer tract, North 6° 15' East 73 varas to an iron pipe set on the south line of the aforesaid highway and in the west line of said E.C. Mercer tract for a corner of this tract or parcel of land hereby intended to be conveyed: THENCE with the south line of said highway, South 79° East 173 varas to the place of beginning, containing within said bounds 120.78 acres of land, more or less.

Being all that certain tract or parcel of land situated in Gonzales County, Texas, a part of the JOSE MARIA SALINAS FOUR LEAGUES GRANT, ABSTRACT NO. 59, and being a part of that certain tract of 201.26 acres described in deed dated January 22, 1926, from Charles E. Tips to W.F. Mercer, recorded in Volume 132, pages 132-134, of the Gonzales County Deed Records, and being part of a tract of land described in deed dated September 24, 1924, from F.M. Hampton to W.F. Mercer, recorded in Volume 126, pages 524-525, of the Gonzales County Deed Records, and being part of the same land described in deed dated March 1, 1934, from W.F. Mercer to Huey Mercer, recorded in Volume 166, pages 285-287, of the Gonzales County Deed Records, and being part of the same land described as containing 71.747 acres of land, more or less, in that certain Assumption Deed dated October 1, 1980, from Edward G. Baker, et al. to Robert Ted Smith and wife, Adelaide S. Smith, recorded in Volume 471, pages 589-592, of the Gonzales County Deed Records, and the particular portion thereof to be conveyed is described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch iron rod found set in the south line of U.S. Highway 90-A, at the southeast corner of a tract of 1.25 acres of land, more or less, described in that certain deed dated March 29, 1948, executed by Huey Mercer, and wife, Mary Clee Mercer to the State of Texas, recorded in Volume 252, page 186, of the Gonzales County Deed Records, and at the northeast corner of said 71.747 acre tract of land for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE as same is now fenced South 5° 53' West at 37 feet the center line of an underground telephone cable, 213.3 feet to a 5/8 inch iron rod found set at a southeast corner of said 71.747 acre tract for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE with a southerly line of said 71.747 acre tract North 77° 13' West 277.4 feet to a 5/8 inch iron rod found set at an interior corner of same in the east line of a 67.152 acre tract of land surveyed on even date for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE with the east line of said 67.152 acre tract north 6° 15' East at 191 feet the center line of said underground telephone cable, 211.2 feet to a 5/8 inch iron rod set in the south line of said Highway No. 90-A at the northeast corner of said 67.152 acre tract for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE with the south line of said Highway and the north line of said 71.747 acre tract South 77° 37' East 275.8 feet to POINT OF BEGINNING containing within said bounds 1.339 acres of land, more or less.

20 305601

BEING 38.58 acres of land situated in the William J. Sneed Survey, Abst. 265, Caldwell County, Texas. Said 38.58 acre tract is part of a tract called 100 acres in conveyance from Maggie Bell, et al, to Abner Moore, et ux, by deed recorded in Volume 255 at page 151 of the deed records and part of a tract called 100 acres in conveyance from C.F. Bell, et ux, to Abner Moore, et ux, by deed recorded in Volume 227, at page 297 of the deed records of said county and is described by metes and bounds as follows:

BEGINNING for reference at an iron stake set for the approximate southeast corner of the William J. Sneed Survey, Abst. 265 and the southeast corner of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 227 at page 297 of the deed records;

THENCE N. 84 deg., 10' W. 512.6 feet to the southeast corner and PLACE OF BEGINNING of the tract herein described;

THENCE with the north line of an abandoned county road, as follows:

- S. 89 deg., 45' W. 252.7 feet;
- thence S. 85 deg., 41' W. 297.9 feet;

THENCE across the Abner Moore Tract, N. 3,082.9 feet to the north line of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 255 at page 151 of the deed records;

THENCE with fence along said north line, as follows:

- S. 88 deg., 56' E. 263.0 feet;
- thence S. 80 deg., 35' E. 32.1 feet;
- thence S. 86 deg., 32' E. 126.4 feet;
- thence S. 89 deg., 46' E. 128.9 feet to the northeast corner of the tract herein described, said corner being situated from the northeast corner of the 100 acre tract conveyed to Abner Moore by deed recorded in Volume 255 at page 151 of the deed records as follows:
- N. 80 deg., 07' W. 103.4 feet;
- thence N. 89 deg., 46' W. 474.8 feet;

THENCE across the Abner Moore Tract, S. 3,041.1 feet to the place of beginning, all corners of the tract herein described being marked with iron stakes set, and containing 38.58 acres of land, as surveyed by H.S. Battersworth, P.E. & R.P.S.

EXHIBIT "C"
Page 1 of 1

STATE OF TEXAS COUNTY OF GONZALES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Records of Gonzales County, Texas in volume and page as stamped hereon by me.

FILED this 4 day of April, 2007
at 11:20 A.M.
LEE RIEDEL
COUNTY CLERK, GONZALES COUNTY, TEXAS
By M. Cook Deputy

APR 05 2007



Lee Riedel
County Clerk, Gonzales County, Texas

1070 3349601 :0V

VOL. 495 PAGE 687

FILED this 21st day of May 2007
10:20 A M

NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By Matthew C. [Signature] Deputy

APR 02 2007



Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

MAY 21 2007



Nina S. Sells COUNTY CLERK
CALDWELL COUNTY, TEXAS

COUNTY CLERK CALDWELL COUNTY, TEXAS
By _____

Rebecca Welch

Pid #
23341

38.6 ac.
233/130

Rebecca Welch

Pid #
23340

38.5 ac.
495/688

Roger Birt
Marsha Phelps

Pid # 74306

38.5 ac.
564/114

Request to Abandon

PUBLIC RD

Roger Birt

1.8 ac
2019-00514

Leon
Ohlert

2020-
002718

1.12 ac

Account

Property ID: 74306 Legal Description: A265 SNEED, WILLIAM J., ACRES 38.463
 Geographic ID: 0005265-007-000-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: FM 1386 Mapsco: 02-328
 LULING, TX 78648
 Neighborhood: RURAL IVY SWITCH RD-McNEIL AREA Map ID: 02-328
 Neighborhood CD: 4260

Owner #1

Name: BIRT ROGER Owner ID: 40914 (Property ID: 23320)
 Mailing Address: 13317 WHITETAIL DR % Ownership: 50.0000000000%
 TYLER, TX 75707-5364

Exemptions:

Owner #2

Name: PHELPS MARSHA RUTH Owner ID: 152750 (Property ID: 74307)
 Mailing Address: C/O BIRT ROGER % Ownership: 50.0000000000%
 13317 WHITE TAIL DR
 TYLER, TX 75707-5364

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$287,180	\$2,070
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$287,180	
(-) Ag or Timber Use Value Reduction:	-	\$285,110	

(=) Appraised Value:	=	\$2,070	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$2,070	

Account

Property ID: 23341 Legal Description: A265 SNEED, WILLIAM J., ACRES 38.63
 Geographic ID: 0500265-026-000-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 3385 FM 1386 Mapsco: 02-328
 LULING, TX 78648
 Neighborhood: RURAL IVY SWITCH RD-McNEIL AREA Map ID: 02-328
 Neighborhood CD: 4260

Owner

Name: WELCH REBECCA A Owner ID: 51092
 Mailing Address: 6424 TX STATE HIGHWAY 62 % Ownership: 100.0000000000%
 BUNA, TX 77612-3163

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$52,050	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$22,160	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$231,780	\$2,300
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$305,990	
(-) Ag or Timber Use Value Reduction:	-	\$229,480	

(=) Appraised Value:	=	\$76,510	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$76,510	

Owner: WELCH REBECCA A
 % Ownership: 100.0000000000%
 Total Value: \$305,990

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$76,510	\$76,510	\$0.00
FTM	Farm to Market Road	0.000100	\$76,510	\$76,510	\$0.08

Account

Property ID: 23340 Legal Description: A265 SNEED, WILLIAM J., ACRES 38.58
 Geographic ID: 0500265-024-000-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: FM 1386 Mapsco: 02-328
 LULING, TX 78648
 Neighborhood: RURAL IVY SWITCH RD-McNEIL AREA Map ID: 02-328
 Neighborhood CD: 4260

Owner

Name: WELCH REBECCA A Owner ID: 51092
 Mailing Address: 6424 TX STATE HIGHWAY 62 % Ownership: 100.0000000000%
 BUNA, TX 77612-3163

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$237,640	\$3,930
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$237,640	
(-) Ag or Timber Use Value Reduction:	-	\$233,710	

(=) Appraised Value:	=	\$3,930	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$3,930	

Owner: WELCH REBECCA A
 % Ownership: 100.0000000000%
 Total Value: \$237,640

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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Account

Property ID: 115753 Legal Description: A220 NOLAN, JOHN, ACRES 1.873, ****RESIDUAL OF ORIGINAL NESTER TRACT****

Geographic ID: 1300220-015-000-00 Zoning:
 Type: Real Agent Code:

Property Use Code:
 Property Use Description:

Location

Address: FM 1386 Mapsco: 02-328
 HARWOOD, TX 78632

Neighborhood: RURAL IVY SWITCH RD-McNEIL AREA Map ID: 02-328
 Neighborhood CD: 4260

Owner

Name: BIRT ROGER Owner ID: 40914
 Mailing Address: 13317 WHITETAIL DR % Ownership: 100.0000000000%
 TYLER, TX 75707-5364

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$37,270	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$37,270	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$37,270	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$37,270	

Owner: BIRT ROGER
 % Ownership: 100.0000000000%
 Total Value: \$37,270

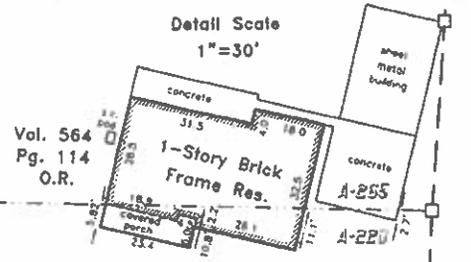
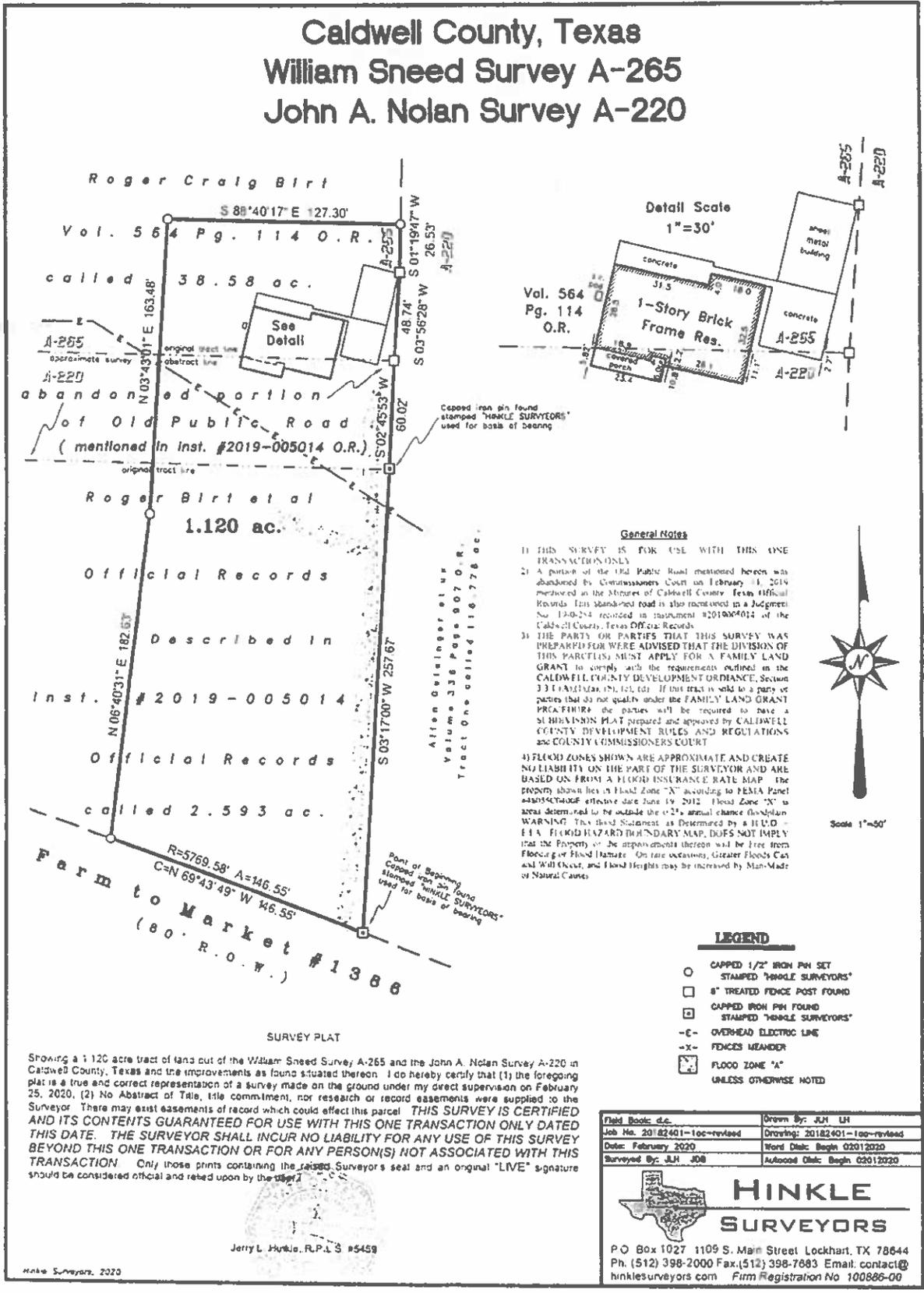
Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$37,270	\$37,270	\$0.00
FTM	Farm to Market Road	0.000100	\$37,270	\$37,270	\$0.04
GCA	Caldwell County	0.705300	\$37,270	\$37,270	\$262.87
SGO	Gonzales ISD	1.099100	\$37,270	\$37,270	\$409.64
WGCU	Gonzales County Underground Water Consv District	0.005000	\$37,270	\$37,270	\$1.86
Total Tax Rate:		1.809500			

Taxes w/Current Exemptions: \$674.41

Caldwell County, Texas

William Sneed Survey A-265

John A. Nolan Survey A-220



General Notes

- 1) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 2) A portion of the Old Public Road mentioned herein was abandoned by Commissioners Court on February 14, 2019 mentioned in the Minutes of Caldwell County, Texas Official Records. This abandoned road is also mentioned in a Judgment No. 19-0-254 recorded in instrument #2019004014 of the Caldwell County, Texas Official Records.
- 3) THE PARTY OR PARTIES THAT THIS SURVEY WAS PREPARED FOR WERE ADVISED THAT THE DIVISION OF THIS PARCEL(S) MUST APPLY FOR A FAMILY LAND GRANT to comply with the requirements outlined in the CALDWELL COUNTY DEVELOPMENT ORDINANCE, Section 33.11 (Article III, Sec. 10), etc. If this tract is sold to a party or parties that do not qualify under the FAMILY LAND GRANT PROVISIONS, the parties will be required to have a SUBDIVISION PLAT prepared and approved by CALDWELL COUNTY DEVELOPMENT RULES AND REGULATIONS and COUNTY COMMISSIONERS COURT.
- 4) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panel #44054C0406 effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. **WARNING: This Flood Statement, as Determined by a FLOOD-11A, FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.**

- LEGEND**
- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
 - 8" TREATED FENCE POST FOUND
 - ◻ CAPPED IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
 - E- OVERHEAD ELECTRIC LINE
 - X- FENCES MEANDER
 - ◻ FLOOD ZONE "X" UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLM LH
Job No. 20182401-10c-revised	Drawing: 20182401-10c-revised
Date: February 2020	Word Disk: Bugh 02012020
Surveyed By: JLM JOB	Approved Disk: Bugh 02012020

HINKLE SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph. (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No 100886-00

15. Discussion/ Action to consider the approval of the Preliminary Plat for River Oaks Ranch South consisting of 10 lots on approximately 20.11 acres fronting on Callahan Road (CR 112). **Speaker: Commissioner Shelton/ Kasi Miles; Backup: 11; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Discussion/ Action to consider the approval of the Preliminary Plat for River Oaks Ranch South consisting of 10 lots on approximately 20.11 acres fronting on Callahan Road (CR 112).

1. Costs:

Actual Cost or Estimated Cost \$ 0

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

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)			
(3)			

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

4. Commissioner Shelton

Signature of Court Member

07/20/2021

Date

Exhibit A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

July 20, 2021

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: River Oaks South – Preliminary Plat
Project No. 1911-177-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for River Oaks South Subdivision, a 20.11+/-acre subdivision on Callahan Road consisting of ten (10) lots for single family residences. This subdivision will be supplied water from Polonia Water Supply and utilize on-site sewage facilities. Prior to filing a final plat the applicant will be required update the deed recording information (located in the field notes description of the plat) for current deed reflecting the exempt metes and bounds creation of this tract (approved in separately obtained subdivision exemption letter on June 27, 2021).

The preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.


Tracy A. Bratton, P.E.
Division Manager, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

RIVER OAKS RANCH SOUTH SUBDIVISION

LOCATED IN A PART OF THE M. GILLAN SURVEY, ABSTRACT NO. 10 COUNTY OF CADWELL, STATE OF TEXAS

SURVEYORS NOTES:

1. THE LOTS SHOWN LIE IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AND HAS BEEN DETERMINED TO HAVE NO SPECIAL FLOOD HAZARD, ACCORDING TO FEMA PANEL #48055C0250E EFFECTIVE DATE JUNE 19, 2012.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE PRAIRIE LEA INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY PRECINCT #3.
4. THIS SUBDIVISION IS SERVICED BY TRI-COMMUNITY V.F.D. FIRE & RESCUE.
5. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT.
6. NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMITTED OR PUBLIC SEWER, WATER AND ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
7. UTILITIES PROVIDED BY:
ELECTRICITY: BLUEBONNET ELECTRIC COOP., INC.
WATER: POLONIA WATER SUPPLY CORP
WASTEWATER: ON-SITE SEPTIC SYSTEMS
8. RECORD OWNERS OF LAND: ERIC SCOTT ROSS AND AMBER N. ROSS.
PLAT PREPARED BY: ACKLAM, INC., 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
DATE OF PREPARATION: JANUARY 2021
SURVEYOR: DOUGLAS W. CHINN, RPLS 5367, 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
9. ANY FUTURE DEVELOPMENT OF BLOCK 1 WILL BE SUBJECT TO CALDWELL COUNTY'S DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME OF DEVELOPMENT.
10. BOUNDARY CLOSURE BLOCK 1: 1' IN 352540'
LOT CLOSURE BLOCK 1
LOT 1: 1' IN 503360'
LOT 2: 1' IN 592911'
LOT 3: 1' IN 459536'
LOT 4: 1' IN 327571'
LOT 5: 1' IN 348568'
LOT 6: 1' IN 319449'
LOT 7: 1' IN 769315'
LOT 8: 1' IN 823744'
LOT 9: 1' IN 914094'
LOT 10: 1' IN 226393'
11. SUBJECT PARCEL SUBJECT TO THE FOLLOWING EASEMENT:
VOL. 377, AT PG. 95- PHILLIPS PIPE LINE COMPANY, 30' RIGHT OF WAY GRANT, APPROXIMATE LOCATION SHOWN.
13. THIS SURVEY WAS PERFORMED BETWEEN NOVEMBER 16 AND DECEMBER 4, 2020. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC. RELIED ON TITLE COMMITMENT POLICY NUMBER **191846**, PREPARED BY **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, PROVIDED BY CLIENT.
14. THIS SURVEY IS BASED ON GPS OBSERVATIONS AND PROJECTED TO TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NORTH AMERICAN DATUM, 1983 (US SURVEY FEET), MODIFIED. THE COMBINED FACTOR USED TO OBTAIN GROUND DISTANCES IS 1.000128402
15. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHWEST LINE THAT 185.568 ACRE PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM KAREN S. MCCUTCHAN, ET AL TO ERIC SCOTT ROSS, ET UX AS FILED FOR RECORD AT INSTRUMENT NO. 2019-006454, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS, SAID LINE MONUMENTED ON THE SOUTH BY BY A 60D NAIL IN AN 8 INCH TREATED FENCE POST FOR THE SOUTH CORNER OF SAID ROSS PARCEL, THE EAST CORNER OF THAT 75.55 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO ABEL J. AND MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP AS FILED FOR RECORD IN INSTRUMENT NO. 090157 (VOL. 558, AT PG. 414, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS AND IN THE SOUTHWEST LINE OF SAID MCCUTCHAN PARCEL AND A 5/8 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID ROSS PARCEL, THE WEST CORNER OF SAID MCCUTCHAN PARCEL AND THE NORTH CORNER OF SAID THERIOT PARCEL SAID LINE BEARS NORTH 40°55'08" WEST

FIELD NOTES:

BEING A 20.113 ACRE PARCEL OF LAND SITUATED IN THE MICHAEL GILLAN SURVEY (LEAGUE) ABSTRACT NO. 10, CALDWELL COUNTY, TEXAS, BEING PART OF THAT 185.568 ACRE PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM KAREN S. MCCUTCHAN, ET AL TO ERIC SCOTT ROSS, ET UX AS FILED FOR RECORD AT INSTRUMENT NO. 2019-006454, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS, SAME BEING PART OF THAT PARCEL OF LAND DESCRIBED AS THE THIRD TRACT IN EXECUTOR'S DEED FROM THE ESTATE OF CECIL EARLE MCCUTCHAN, JR. TO FLORENCE WINSTON MCCUTCHAN AS FILED FOR RECORD AT INSTRUMENT NO. 953920 (VOL. 136, AT PG. 315, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY TEXAS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN 8 INCH CEDAR FENCE POST FOR A POINT IN THE NORTHEAST LINE OF SAID ROSS PARCEL AND ON THE WEST LINE OF CALLIHAN ROAD;
THENCE ALONG THE EAST AND NORTHEAST AND SOUTH LINES OF SAID ROSS PARCEL AND THE WEST AND NORTH LINES OF SAID CALLIHAN ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 20°53'59" EAST A DISTANCE OF 7.98 FEET TO A CEDAR FENCE POST FOR A POINT IN THE EAST LINE OF SAID ROSS PARCEL AND ON THE WEST LINE OF CALLIHAN ROAD;
2. SOUTH 29°02'26" WEST A DISTANCE OF 9.76 FEET TO AN 8 INCH CEDAR FENCE POST FOR A POINT IN THE EAST LINE OF SAID ROSS PARCEL AND ON THE NORTH LINE OF CALLIHAN ROAD;
3. SOUTH 48°02'06" WEST A DISTANCE OF 1437.98 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 FOR THE SOUTH CORNER OF THIS PARCEL (BLOCK 1), FROM WHICH AN 8 INCH DIAMETER FENCE POST FOR AN ANGLE CORNER IN SOUTHEAST LINE OF SAID ROSS PARCEL AND THE NORTH LINE OF SAID CALLIHAN ROAD BEARS SOUTH 48°02'06" WEST A DISTANCE OF 390.41 FEET;

THENCE OVER AN ACROSS SAID ROSS PARCEL AND CONTINUING OVER AND ACROSS SAID MCCUTCHAN PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 41°38'14" WEST A DISTANCE OF 616.93 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 FOR THE WEST CORNER OF THIS PARCEL;
2. NORTH 49°05'13" EAST A DISTANCE OF 1453.24 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 IN THE EAST LINE OF SAID ROSS PARCEL, THE WEST LINE OF SAID CALLIHAN ROAD AND FOR THE NORTH CORNER OF THIS PARCEL;
3. SOUTH 41°19'43" EAST, ALONG SAID LINE, A DISTANCE OF 579.66 FEET TO THE **POINT OF BEGINNING** CONTAINING 20.113 ACRES (876.124 SQUARE FEET) OF LAND, MORE OR LESS.

STATE OF TEXAS:
CALDWELL COUNTY:

KNOW ALL MEN BY THESE PRESENTS, THAT ERIC SCOTT ROSS AND AMBER N. ROSS, THE UNDERSIGNED OWNER OF THAT 20.113 ACRES OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND DESIGNATED HEREON AS RIVER OAKS RANCH NORTH SUBDIVISION, DO HEREBY SUBDIVIDE SAID 20.113 ACRES OF LAND AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON, AND FURTHER RESERVE TO THE PUBLIC ALL EASEMENTS FOR THE MUTUAL USE OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME; THAT ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ANY PART OF ANY GROWTH OR CONSTRUCTION FOR MAINTENANCE OR EFFICIENT USE OF ITS RESPECTIVE SYSTEM IN SUCH EASEMENTS.

ERIC SCOTT ROSS
1186 OSTER CREEK
BUDA, TEXAS 78610

AMBER N. ROSS
1186 OSTER CREEK
BUDA, TEXAS 78610

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ERIC SCOTT ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.
SEAL MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AMBER N. ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.
SEAL MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

SURVEYORS CERTIFICATE:

I, DOUGLAS W. CHINN, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT, AND THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF CALDWELL.

DOUGLAS W. CHINN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5367
5910 COURTYARD, DR, SUITE 300
AUSTIN, TX 78746
737-255-9446

ENGINEERS CERTIFICATION:

I, MATT DRINGENBERG, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS AND DO HEREBY CERTIFY THAT THIS PLAT SATISFIES THE ENGINEERING REQUIREMENTS CALDWELL COUNTY DEVELOPMENT ORDINANCE."

MATT DRINGENBERG, P.E. #114250
FIRM NO. 1909
205 CIMARRON PARK LOOP, SUITE B
BUDA, TX 78610

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVAL BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND / OR LOT OWNERS.

KASI MILES
DIRECTOR OF SANITATION

DATE

THIS SUBDIVISION IS FOR RESIDENTIAL USE.
THE LOTS IN THIS SUBDIVISION ARE INTENDED FOR SINGLE FAMILY USE. ANY USE OTHER THAN SINGLE FAMILY OR ANY DEVELOPMENT THAT PURPOSES IMPERVIOUS COVER IN EXCESS OF 20% MUST PROVIDE ON SITE DETENTION FACILITIES DESIGNED TO MEET CALDWELL COUNTY, SPECIFICATIONS.

THE COUNTY WILL ASSUME NO RESPONSIBILITY DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEMS OR STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

WATER SERVICE IS LIMITED TO ONE METER PER LOT, SERVING ONE SINGLE FAMILY DWELLING UNIT, I.E. SERVICE WILL NOT BE PROVIDED TO MULTIPLE DWELLING UNITS ON ANY LOT OR TRACT WITHIN THIS SUBDIVISION OF THE ORIGINAL 10.008 ACRES.

WATER SERVICE WILL NOT BE PROVIDED TO LOTS CREATED BY RESUBDIVISION OF ANY ORIGINAL PLATTED LOTS OR TRACT SOLD BY METES AND BOUNDS WITHOUT THE PRIOR APPROVAL OF POLONIA WSC.

THIS SUBDIVISION LIES WITHIN THE SERVICE AREA OF POLONIA WSC AND QUALIFIES FOR WATER SERVICE IF THE PROVISION OF POLONIA WSC WATER TARIFF ARE COMPLIED WITH. IT IS RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION TO INSTALL ALL WATER LINES REQUIRED TO SERVE THE SUBDIVISION AND NECESSARY TO PROVIDE WATER TO INDIVIDUAL LOTS OR TRACTS. THE POLONIA WSC COMMITMENT TO SUPPLY WATER TO THIS SUBDIVISION IS SUBJECT TO RULES AND REGULATIONS CONCERNING SERVICE WHICH ARE CONTAINED IN THE TARIFF. AFTER PURCHASING A LOT OR TRACT, THE OWNER OF THE LOT OR TRACT MUST PAY ALL FEES REQUIRED FOR WATER SERVICE TO HAVE A METER SET.

ALL SEPTIC SYSTEMS MUST BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND COUNTY REGULATIONS.

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE _____ DAY OF _____, 2021 TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD

IN MY OFFICE THE _____ DAY OF _____, 2021, AT _____ O'CLOCK _____ M., AND

DULY RECORDED ON THE _____ DAY OF _____, 2021, IN THE PLAT RECORDS OF

CALDWELL COUNTY, TEXAS IN PLAT CABINET _____, AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

SCALE: NA	CLIENT NAME: ERIC SCOTT & AMBER N. SCOTT		SHEET: 2 OF 2
DATE: 04/28/21	REV. #	REVISION DATE	
JOB NO.: T209007	A	ADD PUBLIC UTILITY EASEMENT - 06/02/2021	
JOB NAME: CALLIHAN SUBDIVISION	B	REVISE & ADD NOTES, ADD DISTANCES PER COUNTY COMMENTS - 07/02/2021	
DRAWN: JAH	CHK: DWC		
REV: B	JAH	07/02/21	
AFE NO:			

Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601
5901 Courtyard Dr., Ste.300
Austin, TX 78746
Texas Firm#10194171

ROSS REALTY ADVISORS INC

332

3/10/2021

Date

Pay to the Order of

Caldwell County

\$ 3,000.00

Three Thousand & 00/100

Dollars



Sage Capital Bank

Financial Wisdom. Texas Roots.

www.SageCapitalBank.com

Bellmyer Plat Fee
River Oaks Ranch

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 598-1803

7660

DATE 3-24-21

RECEIVED FROM

Ross Realty Advisors, Inc

Three thousand dollars + no/100

\$ 3,000.00

DOLLARS

FOR

Plat fees - River Oaks Ranch

AMOUNT OF ACCOUNT	
THIS PAYMENT	3,000.00
BALANCE DUE	0.00

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kara L Miles

Thank You

Caldwell County Development Application



Date Submitted

March 8, 2021

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Ross Realty Advisors Inc
1186 Oyster Creek
Buda, TX 78610
(512) 575-4444
EScottRoss@gmail.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Henry Juarez, Project Manager
Southwest Engineers, Inc.
205 Cimarron Park Loop, Ste. B
Buda, TX 78610
(512) 312-4336
henry.juarez@swengineers.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

(Same as Applicant)

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Matthew A. Dringenberg, P.E.
Southwest Engineers, Inc.
205 Cimarron Park Loop, Ste. B
Buda, TX 78610
(512) 312-4336
matt.dringenberg@swengineers.com

Registered Professional Land Surveyor*:

Douglas W. Chinn
Acklam, Inc.
5901 Courtyard Drive
Austin, Texas 78746
(737) 255-9446

Registered Sanitarian*:

N/A

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

Callihan Rd, Luling, Texas 78648

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

Michael Gillan Survey A-10

Parcel Tax ID Number

26686

Caldwell County Precinct Number

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

Located in City ETJ:

- Yes, City Name: _____
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: Maxwell WSC

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
- Advanced On-Site Sewage Facility
- Sewer Provider: _____

Project Description

15 residential lots, approximately 2 acres each, with proposed roadway access.

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

River Oaks Ranch

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

30.269

Total Proposed Residential Lots

15

Total Proposed Commercial Lots

N/A

Type of Construction

Residential

Has Appropriate Application Checklist been attached?

- Yes
 No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

- Owner Name: Ross Realty Advisors Inc Phone Number: 512-757-4444
 Applicant Name: Henry Juarez Phone Number: 512-312-4336
 Owner Email: EScottRoss@gmail.com
 Owner Signature: 



GALLEGOS ENGINEERING, INC.

Firm No. F-003084

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH

MEMORANDUM

DATE: March 8, 2021

TO: Board of Directors and General Manager
Maxwell Special Utility District

FROM: Richard M. Gallegos, P.E.
President, Gallegos Engineering, Inc. 

SUBJECT: Feasibility Study for Water Service to River Oaks Sub. (15 LUE's)

The applicant has requested that the Maxwell Special Utility District (MSUD) provide water service to a 10 acreage tract (5 LUE's) and a 20 acre tract (10 LUE's) located in Maxwell's southeast CCN boundary. The subdivision is located on the south side of Callahan Road at the intersection with Bugtussel Lane. There is an existing looped 3-inch main located on the opposite side of the road to the development.

Our analysis indicates that there is sufficient capacity in the existing looped 3-inch water main to meet the domestic demands of 15 LUE's based on Maxwell's historical peak demand. The proposed development lies outside of the extra-territorial jurisdiction (ETJ) of Lockhart and fire flow demand was not analyzed.

Since this development is provided elevated storage from the FM 20 Standpipe this development will not be required to participate into additional elevated storage capacity.

The Developer will be required to tap the looped 3" main and bore/open cut under Callahan Road and extend a frontage 4" water main to serve all 15 lots. Any dead end water mains will require automatic flush valves.

We recommend that the MSUD Board approve this request, provided the Owner is aware that actual water service to the subdivision will require an executed water service agreement with MWSC and compliance with the requirements set forth in MSUD's Rate Order, which includes the payment of all applicable fees.

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
6779

Issued By:
Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information
Property ID: 26686 Geo ID: 0800010-177-000-00
Legal Acres: 185.5680
Legal Desc: A010 GILLAN, MICHAEL, ACRES 185.568
Situs: CALLIHAN RD LULING, TX 78648
DBA:
Exemptions

Owner ID: 226159 100.00%
ROSS ERIC SCOTT & AMBER N
1186 OYSTER CREEK
BUDA, TX 78610-2798

For Entities **Value Information**

Caldwell County	Improvement HS:	0
Farm to Market Road	Improvement NHS:	0
Prairie Lea ISD	Land HS:	0
	Land NHS:	0
	Productivity Market:	1,117,420
	Productivity Use:	9,100
	Assessed Value:	9,100

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00
Effective Date	12/16/2020			Total Due if paid by: 12/31/2020		0.00



Tax Certificate Issued for:	Taxes Paid In 2020	POSSIBLE ROLLBACK
Farm to Market Road	0.01	
Prairie Lea ISD	87.94	
Caldwell County	64.19	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 12/16/2020
Requested By: SOUTHWEST ENGINEERS INC
Fee Amount: 10.00
Reference #


Signature of Authorized Officer of Collecting Office

16. Discussion/Action to consider the approval of the Preliminary Plat for River Oaks Ranch North consisting of 5 lots on approximately 10.16 acres fronting on Callahan Road (CR 112). **Speaker: Commissioner Shelton/ Kasi Miles; Backup: 11; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Discussion/ Action to consider the approval of the Preliminary Plat for River Oaks Ranch North consisting of 5 lots on approximately 10.16 acres fronting on Callahan Road (CR 112).

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:

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)	_____	_____	_____
(3)	_____	_____	_____

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

4. Commissioner Shelton 07/20/2021
Signature of Court Member **Date**

Exhibit A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

July 20, 2021

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: River Oaks North – Preliminary Plat
Project No. 1911-176-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for River Oaks North Subdivision, a 10.16+/-acre subdivision on Callihan Road consisting of five (5) lots for single family residences. This subdivision will be supplied water from Polonia Water Supply and utilize on-site sewage facilities. Prior to filing a final plat the applicant will be required update the deed recording information (located in the field notes description of the plat) for current deed reflecting the exempt metes and bounds creation of this tract (approved in separately obtained subdivision exemption letter on June 27, 2021).

The preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

A handwritten signature in blue ink that reads 'Tracy A. Bratton, P.E.'.

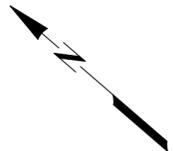
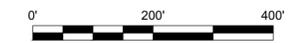
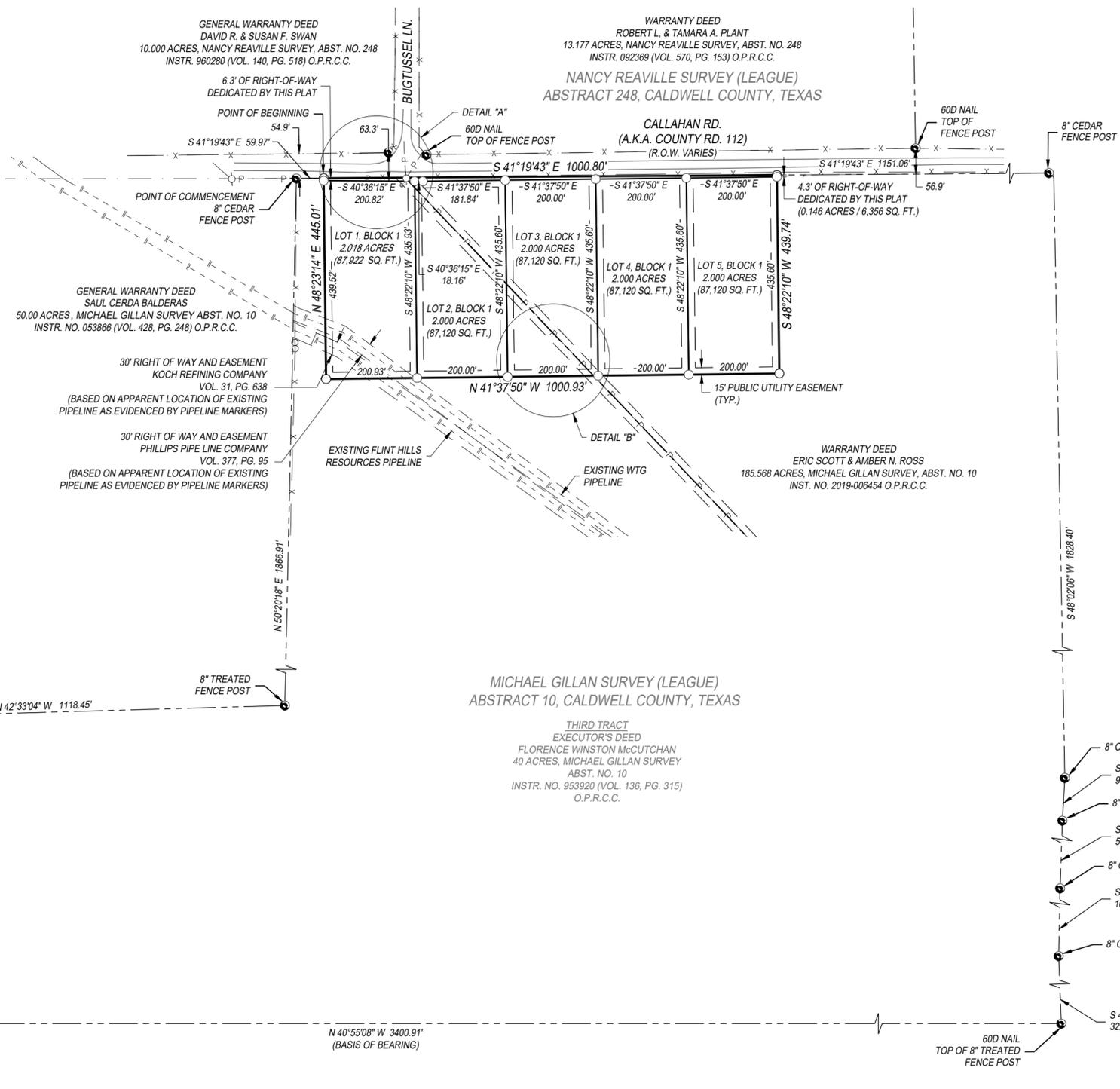
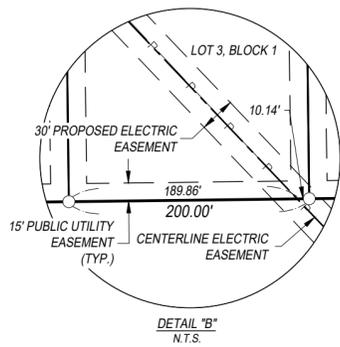
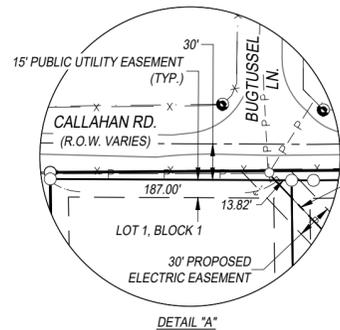
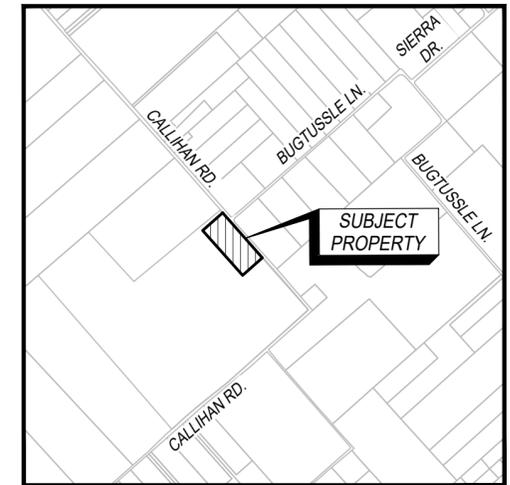
Tracy A. Bratton, P.E.
Division Manager, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

RIVER OAKS RANCH NORTH SUBDIVISION

LOCATED IN A PART OF THE M. GILLAN SURVEY, ABSTRACT NO. 10
COUNTY OF CADWELL, STATE OF TEXAS



LEGEND

●	PROPERTY CORNER FOUND AS NOTED	—	SITE BOUNDARY
⦿	FOUND FENCE POST CORNER AS NOTED	- - - - -	ADJACENT BOUNDARY
○	SET 1/2 INCH IRON ROD W/ORANGE PLASTIC CAP MARKED TX RPLS 5367	- - - - -	APPROXIMATE LOCATION EXISTING PIPELINE
○	GATE POST	- - - - -	OVERHEAD POWER / TRANSMISSION LINE
○	POWER POLE	— x — x —	EDGE OF ASPHALT
—	GUY WIRE	— x — x —	FENCE LINE
		—	RIGHT OF WAY LINE

SCALE: 1"=200'	CLIENT NAME: ERIC SCOTT & AMBER N. SCOTT		SHEET: 1 OF 2
DATE: 04/28/21	REV. #	REVISION DATE	
JOB NO.: I209007	A	ADD PUBLIC UTILITY EASEMENT - 06/02/2021	
JOB NAME: CALLIHAN SUBDIVISION	B	REVISE & ADD NOTES, ADD DISTANCES PER COUNTY COMMENTS - 07/02/2021	
DRAWN: JAH	CHK: DW		
REV: B	JAH	07/02/21	
AFE NO:			

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
5901 Courtyard Dr., Ste. 300
Austin, TX 78746
Texas Firm#10194171

RIVER OAKS RANCH NORTH SUBDIVISION

LOCATED IN A PART OF THE M. GILLAN SURVEY, ABSTRACT NO. 10 COUNTY OF CADWELL, STATE OF TEXAS

SURVEYORS NOTES:

1. THE LOTS SHOWN LIE IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AND HAS BEEN DETERMINED TO HAVE NO SPECIAL FLOOD HAZARD, ACCORDING TO FEMA PANEL #48055C0250E EFFECTIVE DATE JUNE 19, 2012.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE PRAIRIE LEA INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY PRECINCT #3.
4. THIS SUBDIVISION IS SERVICED BY TRI-COMMUNITY V.F.D. FIRE & RESCUE.
5. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT.
6. NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMITTED OR PUBLIC SEWER, WATER AND ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
7. UTILITIES PROVIDED BY:
ELECTRICITY: BLUEBONNET ELECTRIC COOP., INC.
WATER: POLONIA WATER SUPPLY CORP
WASTEWATER: ON-SITE SEPTIC SYSTEMS
8. RECORD OWNERS OF LAND: ERIC SCOTT ROSS AND AMBER N. ROSS.
PLAT PREPARED BY: ACKLAM, INC., 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
DATE OF PREPARATION: JANUARY 2021
SURVEYOR: DOUGLAS W. CHINN, RPLS 5367, 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
9. ANY FUTURE DEVELOPMENT OF BLOCK 1 WILL BE SUBJECT TO CALDWELL COUNTY'S DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME OF DEVELOPMENT.
10. BOUNDARY CLOSURE BLOCK 1: 1' IN 4401143'
LOT CLOSURE BLOCK 1
LOT 1: 1' IN 156058'
LOT 2: 1' IN 229880'
LOT 3: 1' IN 9999999'
LOT 4: 1' IN 9999999'
LOT 5: 1' IN 9999999'
11. SUBJECT PARCEL SUBJECT TO THE FOLLOWING EASEMENTS:
A. VOL. 31, AT PG. 638 - KOCH REFINING COMPANY, 30' RIGHT OF WAY GRANT, APPROXIMATE LOCATION SHOWN.
B. VOL. 377, AT PG. 95- PHILLIPS PIPE LINE COMPANY, 30' RIGHT OF WAY GRANT, APPROXIMATE LOCATION SHOWN.
13. THIS SURVEY WAS PERFORMED BETWEEN NOVEMBER 16 AND DECEMBER 4, 2020. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC. RELIED ON TITLE COMMITMENT POLICY NUMBER **191846**, PREPARED BY **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, PROVIDED BY CLIENT.
14. THIS SURVEY IS BASED ON GPS OBSERVATIONS AND PROJECTED TO TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NORTH AMERICAN DATUM, 1983 (US SURVEY FEET), MODIFIED. THE COMBINED FACTOR USED TO OBTAIN GROUND DISTANCES IS 1.000128402.
15. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHWEST LINE THAT 185.568 ACRE PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM KAREN S. MCCUTCHAN, ET AL TO ERIC SCOTT ROSS, ET UX AS FILED FOR RECORD AT INSTRUMENT NO. 2019-006454, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS, SAID LINE MONUMENTED ON THE SOUTH BY BY A 60D NAIL IN AN 8 INCH TREATED FENCE POST FOR THE SOUTH CORNER OF SAID ROSS PARCEL, THE EAST CORNER OF THAT 75.55 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO ABEL J. AND MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP AS FILED FOR RECORD IN INSTRUMENT NO. 090157 (VOL. 558, AT PG. 414, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS AND IN THE SOUTHWEST LINE OF SAID MCCUTCHAN PARCEL AND A 5/8 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID ROSS PARCEL, THE WEST CORNER OF SAID MCCUTCHAN PARCEL AND THE NORTH CORNER OF SAID THERIOT PARCEL SAID LINE BEARS NORTH 40°55'08" WEST.

FIELD NOTES:

BEING A 10.164 ACRE PARCEL OF LAND SITUATED IN THE MICHAEL GILLAN SURVEY (LEAGUE) ABSTRACT NO. 10, CALDWELL COUNTY, TEXAS, BEING PART OF THAT 185.568 ACRE PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM KAREN S. MCCUTCHAN, ET AL TO ERIC SCOTT ROSS, ET UX AS FILED FOR RECORD AT INSTRUMENT NO. 2019-006454, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS, SAME BEING PART OF THAT PARCEL OF LAND DESCRIBED AS THE THIRD TRACT IN EXECUTOR'S DEED FROM THE ESTATE OF CECIL EARLE MCCUTCHAN, JR. TO FLORENCE WINSTON MCCUTCHAN AS FILED FOR RECORD AT INSTRUMENT NO. 953920 (VOL. 136, AT PG. 315, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY TEXAS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN 8 INCH CEDAR FENCE POST EASTERNMOST NORTH CORNER OF SAID ROSS PARCEL, ON A NORTHWEST LINE OF SAID MCCUTCHAN PARCEL, THE WEST LINE OF CALLIHAN ROAD AND IN THE SOUTHEAST LINE OF THAT 50.00 ACRE PARCEL DESCRIBED IN GENERAL WARRANTY DEED TO SAUL CERDA BALDERAS AS FILED FOR RECORD IN INSTRUMENT NO. 053866 (VOL. 428, AT PG. 248), OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY TEXAS;
THENCE SOUTH 41°19'43" EAST, ALONG THE NORTHEAST LINE OF SAID ROSS, THE WEST LINE OF SAID CALLIHAN ROAD AND OVER AND ACROSS SAID MCCUTCHAN PARCEL, A DISTANCE OF 59.97 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367, THE NORTH CORNER OF THIS PARCEL AND THE **POINT OF BEGINNING**;

THENCE SOUTH 41°19'43" EAST, ALONG A NORTHEAST LINE OF SAID ROSS PARCEL AND THE WEST LINE OF SAID CALLIHAN ROAD, A DISTANCE OF 1000.80 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 FOR THE EAST CORNER OF THIS PARCEL, FROM WHICH AN 8 INCH CEDAR FENCE POST FOR A POINT IN THE NORTHEAST LINE OF SAID ROSS PARCEL AND ON THE WEST LINE OF SAID CALLIHAN ROAD BEARS SOUTH 41°19'43" EAST A DISTANCE OF 1151.06 FEET;

THENCE OVER AN ACROSS SAID ROSS PARCEL AND CONTINUING OVER AND ACROSS SAID MCCUTCHAN PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 48°22'10" WEST A DISTANCE OF 439.74 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 FOR THE SOUTH CORNER OF THIS PARCEL;
2. NORTH 41°37'50" WEST A DISTANCE OF 1000.93 FEET TO A 1/2 INCH IRON ROD SET WITH ORANGE PLASTIC CAP MARKED TX RPLS 5367 FOR THE WEST CORNER OF THIS PARCEL;
3. NORTH 48°26'14" EAST A DISTANCE OF 445.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING 10.164 ACRES(442,758 SQUARE FEET) OF LAND, MORE OR LESS.

STATE OF TEXAS:

CALDWELL COUNTY:

KNOW ALL MEN BY THESE PRESENTS, THAT ERIC SCOTT ROSS AND AMBER N. ROSS, THE UNDERSIGNED OWNER OF THAT 10.164 ACRES OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND DESIGNATED HEREON AS RIVER OAKS RANCH NORTH SUBDIVISION, DO HEREBY SUBDIVIDE SAID 10.164 ACRES OF LAND AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON, AND FURTHER RESERVE TO THE PUBLIC ALL EASEMENTS FOR THE MUTUAL USE OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME; THAT ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ANY PART OF ANY GROWTH OR CONSTRUCTION FOR MAINTENANCE OR EFFICIENT USE OF ITS RESPECTIVE SYSTEM IN SUCH EASEMENTS.

ERIC SCOTT ROSS
1186 OSTER CREEK
BUDA, TEXAS 78610

AMBER N. ROSS
1186 OSTER CREEK
BUDA, TEXAS 78610

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ERIC SCOTT ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.
SEAL MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AMBER N. ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.
SEAL MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

SURVEYORS CERTIFICATE:

I, DOUGLAS W. CHINN, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT, AND THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF CALDWELL.

DOUGLAS W. CHINN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5367
5910 COURTYARD, DR, SUITE 300
AUSTIN, TX 78746
737-255-9446

ENGINEERS CERTIFICATION:

I, MATT DRINGENBERG, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS AND DO HEREBY CERTIFY THAT THIS PLAT SATISFIES THE ENGINEERING REQUIREMENTS CALDWELL COUNTY DEVELOPMENT ORDINANCE."

MATT DRINGENBERG, P.E. #114250
FIRM NO. 1909
205 CIMARRON PARK LOOP, SUITE B
BUDA, TX 78610

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVAL BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND / OR LOT OWNERS.

KASI MILES
DIRECTOR OF SANITATION

DATE

THIS SUBDIVISION IS FOR RESIDENTIAL USE.

THE LOTS IN THIS SUBDIVISION ARE INTENDED FOR SINGLE FAMILY USE. ANY USE OTHER THAN SINGLE FAMILY OR ANY DEVELOPMENT THAT PURPOSES IMPERVIOUS COVER IN EXCESS OF 20% MUST PROVIDE ON SITE DETENTION FACILITIES DESIGNED TO MEET CALDWELL COUNTY, SPECIFICATIONS.

THE COUNTY WILL ASSUME NO RESPONSIBILITY DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEMS OR STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

WATER SERVICE IS LIMITED TO ONE METER PER LOT, SERVING ONE SINGLE FAMILY DWELLING UNIT, I.E. SERVICE WILL NOT BE PROVIDED TO MULTIPLE DWELLING UNITS ON ANY LOT OR TRACT WITHIN THIS SUBDIVISION OF THE ORIGINAL 10.008 ACRES.

WATER SERVICE WILL NOT BE PROVIDED TO LOTS CREATED BY RESUBDIVISION OF ANY ORIGINAL PLATTED LOTS OR TRACT SOLD BY METES AND BOUNDS WITHOUT THE PRIOR APPROVAL OF POLONIA WSC.

THIS SUBDIVISION LIES WITHIN THE SERVICE AREA OF POLONIA WSC AND QUALIFIES FOR WATER SERVICE IF THE PROVISION OF POLONIA WSC WATER TARIFF ARE COMPLIED WITH. IT IS RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION TO INSTALL ALL WATER LINES REQUIRED TO SERVE THE SUBDIVISION AND NECESSARY TO PROVIDE WATER TO INDIVIDUAL LOTS OR TRACTS. THE POLONIA WSC COMMITMENT TO SUPPLY WATER TO THIS SUBDIVISION IS SUBJECT TO RULES AND REGULATIONS CONCERNING SERVICE WHICH ARE CONTAINED IN THE TARIFF. AFTER PURCHASING A LOT OR TRACT, THE OWNER OF THE LOT OR TRACT MUST PAY ALL FEES REQUIRED FOR WATER SERVICE TO HAVE A METER SET.

ALL SEPTIC SYSTEMS MUST BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND COUNTY REGULATIONS

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE _____ DAY OF _____, 2021 TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD

IN MY OFFICE THE _____ DAY OF _____, 2021, AT _____ O'CLOCK _____ M., AND

DULY RECORDED ON THE _____ DAY OF _____, 2021, IN THE PLAT RECORDS OF

CALDWELL COUNTY, TEXAS IN PLAT CABINET _____, AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

SCALE: 1"=200'	CLIENT NAME: ERIC SCOTT & AMBER N. SCOTT		SHEET: 2 OF 2
DATE: 04/28/21	REV. #	REVISION DATE	
JOB NO.: I209007	A	ADD PUBLIC UTILITY EASEMENT - 06/02/2021	
JOB NAME: CALLIHAN SUBDIVISION	B	REVISE & ADD NOTES, ADD DISTANCES PER COUNTY COMMENTS - 07/02/2021	
DRAWN: JAH	CHK: DWC		
REV: B	JAH	07/02/21	
AFE NO:			

Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601
5901 Courtyard Dr., Ste.300
Austin, TX 78746
Texas Firm#10194171

ROSS REALTY ADVISORS INC

332

3/10/2021

Date

004
CHECK AMOUNT

Pay to the Order of

Caldwell County
Three Thousand & 00/100

\$ 3,000.00

Dollars

Sage Capital Bank
Financial Wisdom - Texas Roots.

www.SageCapitalBank.com

FOR Pre. Plat Fee
Rock Oaks Ranch



CALDWELL COUNTY SANITATION DEPT.

1405 E. MARKET ST.
LOCKHART, TEXAS 78644
(817) 398-1803

7660

DATE

3-24-21

RECEIVED FROM

Ross Realty Advisors, Inc.

Three Thousand Dollars & 00/100

\$ 3,000.00

DOLLARS

FOR

Pre. Plat fees - Rock Oaks Ranch

AMOUNT OF ACCOUNT		
THIS PAYMENT	3,000.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY

Karen L Miles

Thank You

Caldwell County Development Application



Date Submitted

March 8, 2021

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Ross Realty Advisors Inc
1186 Oyster Creek
Buda, TX 78610
(512) 575-4444
EScottRoss@gmail.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Henry Juarez, Project Manager
Southwest Engineers, Inc.
205 Cimarron Park Loop, Ste. B
Buda, TX 78610
(512) 312-4336
henry.juarez@swengineers.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

(Same as Applicant)

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Matthew A. Dringenberg, P.E.
Southwest Engineers, Inc.
205 Cimarron Park Loop, Ste. B
Buda, TX 78610
(512) 312-4336
matt.dringenbergs@swengineers.com

Registered Professional Land Surveyor*:

Douglas W. Chinn
Acklam, Inc.
5901 Courtyard Drive
Austin, Texas 78746
(737) 255-9446

Registered Sanitarian*:

N/A

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

Callihan Rd, Luling, Texas 78648

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument)

Michael Gillan Survey A-10

Parcel Tax ID Number

26686

Caldwell County Precinct Number

Precinct 1

Precinct 2

Precinct 3

Precinct 4

Located in City ETJ:

Yes, City Name: _____

No

Anticipated source of water in the development

Individual Wells

Rainwater Collection System(s)

From Groundwater

From Surface Water

Water Provider: Maxwell WSC

Anticipated wastewater system in the development

Standard/Conventional On-Site Sewage Facility

Advanced On-Site Sewage Facility

Sewer Provider: _____

Project Description

15 residential lots, approximately 2 acres each, with proposed roadway access.

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

River Oaks Ranch

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

30.269

Total Proposed Residential Lots

15

Total Proposed Commercial Lots

N/A

Type of Construction

Residential

Has Appropriate Application Checklist been attached?

- Yes
 No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

- Owner Name: Ross Realty Advisors Inc Phone Number: 512-757-4444
 Applicant Name: Henry Juarez Phone Number: 512-312-4336
 Owner Email: EScottRoss@gmail.com
 Owner Signature: 



GALLEGOS ENGINEERING, INC.

Firm No. F-003084

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH

MEMORANDUM

DATE: March 8, 2021

TO: Board of Directors and General Manager
Maxwell Special Utility District

FROM: Richard M. Gallegos, P.E.
President, Gallegos Engineering, Inc. 

SUBJECT: Feasibility Study for Water Service to River Oaks Sub. (15 LUE's)

The applicant has requested that the Maxwell Special Utility District (MSUD) provide water service to a 10 acre tract (5 LUE's) and a 20 acre tract (10 LUE's) located in Maxwell's southeast CCN boundary. The subdivision is located on the south side of Callahan Road at the intersection with Bugtussel Lane. There is an existing looped 3-inch main located on the opposite side of the road to the development.

Our analysis indicates that there is sufficient capacity in the existing looped 3-inch water main to meet the domestic demands of 15 LUE's based on Maxwell's historical peak demand. The proposed development lies outside of the extra-territorial jurisdiction (ETJ) of Lockhart and fire flow demand was not analyzed.

Since this development is provided elevated storage from the FM 20 Standpipe this development will not be required to participate into additional elevated storage capacity.

The Developer will be required to tap the looped 3" main and bore/open cut under Callahan Road and extend a frontage 4" water main to serve all 15 lots. Any dead end water mains will require automatic flush valves.

We recommend that the MSUD Board approve this request, provided the Owner is aware that actual water service to the subdivision will require an executed water service agreement with MWSC and compliance with the requirements set forth in MSUD's Rate Order, which includes the payment of all applicable fees.

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
6779

Issued By:
Caldwell County Appraisal District
211 Bufkin Ln
P O Box 900
Lockhart, TX 78644

Property Information
Property ID: 26686 Geo ID: 0800010-177-000-00
Legal Acres: 185.5680
Legal Desc: A010 GILLAN MICHAEL, ACRES 185.568
Situs: CALLIHAN RD LULING, TX 78648
DBA:
Exemptions:

Owner ID: 226159 100.00%
ROSS ERIC SCOTT & AMBER N
1186 OYSTER CREEK
BUDA, TX 78610 2798

For Entities	Value Information	
Caldwell County	Improvement HS	0
Farm to Market Road	Improvement NHS	0
Prairie Lea ISD	Land HS	0
	Land NHS	0
	Productivity Market	1,117,420
	Productivity Use	9,100
	Assessed Value	9,100

Property Is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 12/16/2020

Total Due if paid by: 12/31/2020

0.00



Tax Certificate Issued for:	Taxes Paid in 2020	POSSIBLE ROLLBACK
Farm to Market Road	0.01	
Prairie Lea ISD	87.94	
Caldwell County	64.19	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)]

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit Is Pending

Date of Issue	12/16/2020
Requested By	SOUTHWEST ENGINEERS INC
Fee Amount	10.00
Reference #	

Melissa Medina

Signature of Authorized Officer of Collecting Office

17. Discussion/Action to consider a variance request for Lot 1 in Taylorsville subdivision.
Commissioner Shelton/ Kasi Miles;
Backup: 14; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider a variance request for Lot 1 in Taylorsville Subdivision.

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:

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)	Linda Hinkle	Hinkle Survey	Representative
(3)			

3. Backup Materials: None To Be Distributed 13 total # of backup pages (including this page)

4. *Commissioner Shelton*

Signature of Court Member

Date 07/20/2021

Exhibit A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

July 11, 2021

Caldwell County Commissioners Court

RE: 3470 Taylorsville Road – Variance for roadway frontage

Dear Commissioners,

In our role as consulting engineer to Caldwell County for review of subdivision plats and construction plans, Doucet & Associates, Inc. has received a request for a variance from Brenda Linton, the owner of Lot 1, Taylorsville Subdivision located at 3740 Taylorsville Road being ~2.25-acres.

This property has ~295-ft of frontage on Taylorsville Road. County subdivision requirements call for a minimum of 150-ft of frontage for each new lot fronting a county roadway. However, in practice the precedent exists that County will approve one flag lot with 50-ft of frontage per plat. Using that precedent, this property could be divided in to one 50-ft stem and flag tract located behind a tract fronting Taylorsville with ~245-ft of frontage (see the sketch below with blue line representing this).

The landowner has requested a variance to divide this tract in to two equal rectangles (see red line on the sketch) both with roughly equal frontage on Taylorsville of ~147-ft.

Section 3.12 of the Caldwell County Development Ordinance provides for the Court to consider variances. It is my opinion that the granting of this variance complies with the spirit and intent of Section 3.12 and the resulting division of property with this variance will be better for the County than strict enforcement of the regulations.

Should the Court grant this variance, the applicant will then be permitted to submit a short form plat application. Said application must comply with all County rules and regulations except for those specifically modified via a variance.

Regards,

A handwritten signature in black ink that reads 'Tracy A. Bratton, P.E.'.

Tracy A. Bratton, P.E.

Doucet & Associates, Inc.

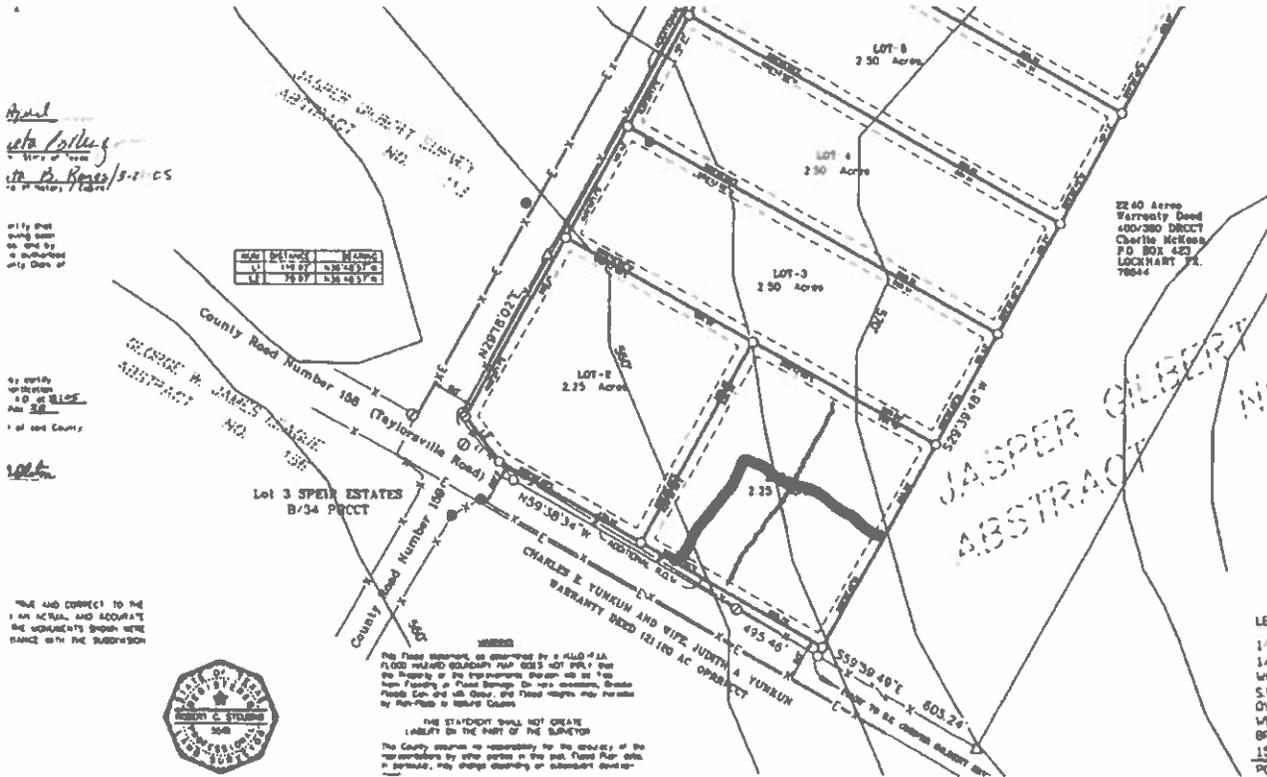
TBPE Firm # 3937 / State of Texas Surveying Firm Certification # 10105800

cc: Kasi Miles

Attachments: Exhibit

COMMITMENT YOU EXPECT
EXPERIENCE YOU NEED
PEOPLE YOU TRUST

Blue Line represents what can be done under the County rules and precedence without a variance (two lots – both ~1.12-acres; one having 50-ft of frontage and the other having ~250-ft of frontage).
Red Line represents Ms. Brariza' request (two lots – both ~1.12-acres and having ~147-ft of frontage each).





Brenda Linton <blinton63@gmail.com>

Variance for 3470 Taylorsville Rd

1 message

Tammy Barziza <tammylinton@aim.com>

Thu, May 13, 2021 at 2:48 PM

Reply-To: Tammy Barziza <tammylinton@aim.com>

To: "miles479@hotmail.com" <miles479@hotmail.com>

Cc: "barbara.shelton@co.caldwell.tx.us" <barbara.shelton@co.caldwell.tx.us>, "blinton63@gmail.com" <blinton63@gmail.com>

Commissioner Barbara Shelton,

I am requesting that my property at 3470 Taylorsville Rd, Red Rock, TX 78662 (Property ID: 46153) be split via a variance. I understand that I will have to have only 1 driveway between the 2 tracts being the center line. I would like it to be split, if possible, 1 acre and 1.25 acre.

I will be mailing a check to Kasi tomorrow. So, hopefully, it will be received by Tuesday.

Thank you,

Brenda Linton
512-545-4376



10964

46158

46157

46156

TAYLORSVILLE SUB
46155

46154

1 acre

1.25 acre
Precinct 2

46153

10958

Bee Creek

TAYLORSVILLE RD

113808
Lot 1
MCKEAN ACRES

30x60
Shaded
Area

11173

10957



FINAL PLAT TAYLORSVILLE SUBDIVISION

THIS PLAT IS THE FINAL PLAT OF THE TAYLORSVILLE SUBDIVISION, AS SHOWN ON THE PREVIOUS PLAT OF THE SAID SUBDIVISION, AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION.

THE SAID SUBDIVISION IS BEING PLATED AS SHOWN ON THIS PLAT, AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION.

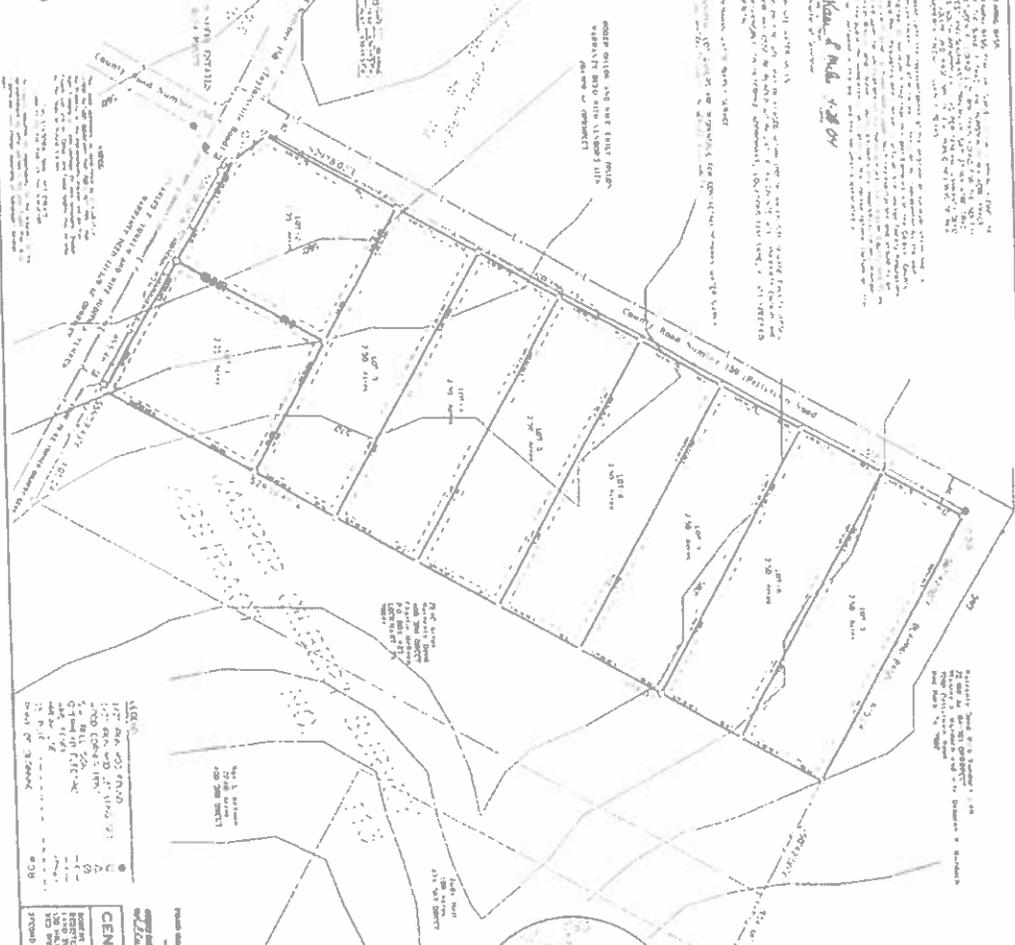
THE SAID SUBDIVISION IS BEING PLATED AS SHOWN ON THIS PLAT, AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION, AND TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF THE SAID SUBDIVISION.

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CENTRAL TEXAS SURVEYING
 1127 E. 20th Street, Suite 100
 Fort Worth, Texas 76102
 Phone: (817) 336-1111
 Fax: (817) 336-1112
 Website: www.cts-surveying.com

2021-021300 LD Fee: 30.00
03/04/2021 11:34:52 AM Total Pages 3
Teresa Rodriguez County Clerk - Caldwell County, TX
[Barcode]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CALDWELL §

That VEDA BRAUG MENDOZA ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by CLASSEN ACQUISITIONS, L.P.C ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the following described real property (the "Property"), to-wit:

Lot 1, TAYLORSVILLE SUBDIVISION, a subdivision in Caldwell County, Texas, according to the map or plat thereof recorded in Cabinet B, Slide 38, Plat Records of Caldwell County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances therein in anywise belonging unto Grantee, Grantee's heirs, executors, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, conditions, reservations, exceptions and covenants, if any, applicable to and enforceable against the Property as shown by the records of Caldwell County, Texas.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee

{SIGNATURE PAGE FOLLOWS}

EXECUTED effective as of February 25, 2021

GRANTOR:

Veda Bragg Mendoza
VEDA BRAGG MENDOZA

Grantor's Address:

~~102 Hester St~~ 215 Farmer Rd
~~Bustop Tx 78602~~ Maxwell, TX 78601

STATE OF TEXAS §

COUNTY OF Bustop §

This instrument was acknowledged before me this 25 day of February, 2021 by VEDA BRAGG MENDOZA.



Lorna Disney
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

CORRIDOR 1111.F, LLC

21-0204-S

FILED AND RECORDED

Instrument Number: 2021-001300 WARRANTY DEED

Filing and Recording Date: 03/04/2021 11:34:55 AM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas



Teresa Rodriguez

Teresa Rodriguez County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

RATIFICATION OF PLAT

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That Brecole, Inc., being the legal owner of certain real property located in Caldwell County and described in General Warranty Deed dated April 27, 2004 record as ~~Instrument No.~~ Vol. 379, Page 862, Official Public Records, Caldwell County, Texas, has RATIFIED, CONFIRMED and ADOPTED the act of Brecole, Inc., a Texas Corporation, in subdividing property into Taylorsville Subdivision and does hereby RATIFY, CONFIRM and ADPT said subdivision plat recorded in Plat Cabinet B, Slide 38, Plat Records of Caldwell County, Texas.

WITNESS MY HAND this 10 day of August, 2004

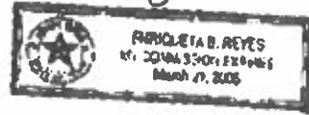
Brecole, Inc.

BY: [Signature]
Frank Stephenson, President

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 10 day of August, 2004 by Frank Stephenson, President of Brecole, Inc.

[Signature]
Notary Public



**Restrictions
Exhibit A**

- 1 The property shall not be used for any purpose that would constitute a public nuisance
- 2 The land shall not be used or maintained as a dumping ground for rubbish, chemicals or waste materials of any kind. The land shall be kept free of litter and trash.
- 3 No junkyard, wrecking yards, or salvage yards shall be permitted.
- 4 No sheds, or temporary structures shall be permitted on the property.
- 5 Any old building, barns, and storage sheds shall not be unsightly, dilapidated, or unmaintained.

This is a true and correct copy of the original as filed with the County Clerk of Caldwell County, Texas, on this 23rd day of November, 2004. The County Clerk of Caldwell County, Texas, is not responsible for the accuracy of the information contained herein.

FILED this 23rd day of NOV, 2004
 1:30 P M
 NINA S. BELLS
 COUNTY CLERK, CALDWELL COUNTY, TEXAS
 By [Signature] Deputy

NOV 23 2004



[Signature]
 COUNTY CLERK
 CALDWELL COUNTY, TEXAS

Account

Property ID: 46153 Legal Description: TAYLORSVILLE SUBD, LOT 1, ACRES 2.25
 Geographic ID: 0100882-000-001-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 3470 TAYLORSVILLE RD Mapsco: 03-338
 RED ROCK, TX 78662
 Neighborhood: RURAL McMAHAN AREA Map ID: 03-338
 Neighborhood CD: 4220

Owner

Name: CLASSEN ACQUISITIONS LLC Owner ID: 226842
 Mailing Address: 3500 TAYLORSVILLE RD % Ownership: 100.0000000000%
 RED ROCK, TX 76662-2817

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$2,960	
(+) Land Homesite Value:	+	\$0	
(+) Land Non Homesite Value:	+	\$83,930	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$86,890	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$86,890	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$86,890	

Owner: CLASSEN ACQUISITIONS LLC
 % Ownership: 100.0000000000%
 Total Value: \$86,890

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$86,890	\$86,890	\$0.00
FTM	Farm to Market Road	0.000100	\$86,890	\$86,890	\$0.09
GCA	Caldwell County	0.705300	\$86,890	\$86,890	\$612.84
SLH	Lockhart ISD	1.167100	\$86,890	\$86,890	\$1,014.10
WGCU	Gonzales County Underground Water Consv District	0.005000	\$86,890	\$86,890	\$4.34
Total Tax Rate:		1.877500			

Taxes w/Current Exemptions: \$1,631.37
 Taxes w/o Exemptions: \$1,631.37

18. Discussion for the Election Officials
Salaries for FY 2022. **Speaker: Judge**
Haden/ Ezzy Chan; Backup:2; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 07/27/2021

Type of Agenda Item

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

What will be discussed? What is the proposed motion?
to discuss Elected Officials Salaries for FY 2022

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

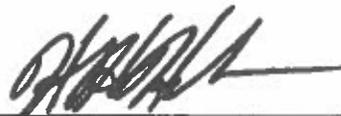
	Name	Representing	Title
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(1) Judge Haden

(2) Ezzy Chan

(3) _____

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

4. 
Signature of Court Member

Date 7/21/2021

Hoppy Haden
County Judge
 512 398-1808

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

B.J. Westmoreland
Commissioner Precinct 1

Angela Rawlinson
County Treasurer
 512 398-1800

Barbara Shelton
Commissioner Precinct 2

Barbara Gonzales
County Auditor
 512 398-1801



Edward "Ed" Theriot
Commissioner Precinct 3

Joe Ivan Roland
Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2021-2022 budget year which reflects increases for a 5 year plan to correct salary deficits identified in a salary study for Elected Officials.

Elected County Official	Salary FY 2021	Proposed FY 2022	Dollar Amount	Health Insurance**
County Judge	\$61,160	\$84,242	\$23,082	\$8,874.72
County Commissioners (4)	\$49,281	\$52,276(4)	\$2,995	\$8,874.72 (4)
County Treasurer	\$54,249	\$57,347	\$3,097	\$8,874.72
County Tax Assessor	\$53,954	\$57,144	\$3,190	\$8,874.72
County Clerk	\$54,572	\$57,568	\$2,996	\$8,874.72
District Clerk	\$54,663	\$57,630	\$2,967	\$8,874.72
County Court at Law Judge*	\$72,603	\$74,781	\$2,178	\$8,874.72
Justice of the Peace, Pct. 1	\$46,808	\$50,174	\$3,366	\$8,874.72
Justice of the Peace Pct. 2	\$46,808	\$50,174	\$3,366	\$8,874.72
Justice of the Peace Pct. 3	\$46,808	\$50,174	\$3,366	\$8,874.72
Justice of the Peace Pct. 4	\$46,808	\$50,174	\$3,366	\$8,874.72
County Sheriff	\$81,789	\$84,242	\$2,453	\$8,874.72
Constables (4)	\$31,791	\$34,725 (4)	\$2,934	\$8,874.72 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.

** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 24, 2021 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

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	4,246.60 2,994.60	3,097.40	2,996.20	2,967.40	3,189.60	3,366.40	2,934.60	

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

19. EXECUTIVE SESSION Pursuant to section 551.087 to the Texas Government Code; discussion of deliberation regarding economic development negotiations associated with Project Dynamo. Possible action may follow in open court. **Speaker: Judge Haden; Backup: None; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 7.27.2021

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

EXECUTIVE SESSION Pursuant to section 551.087 of the Texas Government Code; discussion or deliberation regarding economic development negotiations associated with Project Dynamo. 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:**

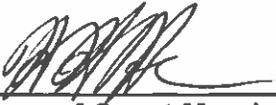
	Name	Representing	Title
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(1) Judge Haden _____

(2) _____

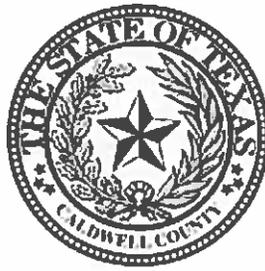
(3) _____

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

4. 
Signature of Court Member

7/20/2021
Date

20. Discussion/Action to consider Resolution 33-2021, authorizing the County Judge to execute a development agreement with Road Runner Ranch Partnership, LLC.
Speaker: Commissioner Shelton/ JJ Wells; Backup: 30; Cost: None



RESOLUTION 33-2021

RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT

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

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

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

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

ORDERED this the 27th day of July, 2021.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

DEVELOPMENT AGREEMENT

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

WHEREAS, Declarant has acquired 148.759 acres of real property, which is more particularly described in Exhibit A, attached hereto (the "Property"); and

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

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

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

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

1. General Terms and Conditions

- a. The "Project" is defined as the subdivision and development of the Property, together with all related construction, drainage, detention and other improvements to be constructed or implemented on the Property.
- b. Declarant desires to subdivide and develop all of the Property as depicted on Exhibit B, attached hereto and incorporated by reference, to be known as Ranches of Colony Line Trail, consisting of approximately 8 tracts.
- c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2. Declarant Obligations

- a. Declarant will implement, at a minimum, Deed Restrictions and/or Restrictive Covenants that encumber each lot, tract or parcel, to include the terms and conditions on Exhibit C, attached hereto and incorporated by reference for all purposes.
- b. Declarant will implement a Private Road Maintenance Agreement that encumbers each lot, tract or parcel, to include the terms and conditions on Exhibit D, attached hereto and incorporated by reference for all purposes.
- c. Declarant will implement a Shared Well Agreement that encumbers each lot, tract or parcel as necessary to provide water service to each lot, tract or parcel, to include the terms and conditions on Exhibits E through H, attached hereto and incorporated by reference for all purposes.

d. Declarant will construct a turnaround space at the end of the private street within the development, having such inside turning radius that it will accommodate smooth, single-motion U-turn movements by:

1. larger passenger vehicles, such as full-sized vans and pickup trucks
2. passenger vehicles with short trailers up to twenty-four feet (24') in length, such as small flatbed, camping or box-type trailers; and
3. the types of service and utility trucks that typically visit or make deliveries to neighborhoods that are similar to the proposed private street subdivision, such as utility service vehicles, postal or UPS delivery trucks, and two- to three-axle flatbed or box-type trucks used by contractors and moving companies.

e. Declarant and County agree that subsequent development of the Project, if in phases, shall comply with all Caldwell County rules regulating subdivision of real property, development and construction, subject to paragraph 3 below.

3. County Obligations

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

Ordinance Reference	Current Code	Proposed Variance
Section B.5	Private Gravel Roadways may be approved to provide vehicular access to farm, ranch and other rural tracts that are generally fifty (50) acres or more in size and where there are no existing roads.	Private Gravel Roadways may be approved to provide vehicular access to farm, ranch and other rural tracts that are generally fourteen (15) acres or more in size and where there are no existing roads.
Table B-1		Table B-1 modified to allow an all-weather driving surface of twenty (20) feet wide (no shoulders)
Section 4.2.4(b)	Application for subdivision construction must be accompanied by one copy of the geotechnical report establishing pavement design standards based on AASHTO pavement thickness design for a full 20-year life	County will waive requirement for geotechnical report under section 4.2.4(b)

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

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

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

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

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

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

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

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

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

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

To Declarant: Chad Edwards
 Road Runner Ranch Partnership, LLC
 1214 Quaker Ridge
 Austin, Texas 78746

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

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

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

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

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

COUNTY:

DECLARANT:

Hoppy Haden
Caldwell County Judge

By: _____
Title: _____



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 EXHIBIT "A"
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All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the J. B. Jeffrey Survey A-355 and the J. B. Long Survey A-176 and being a part of Four (4) tracts of land designated as Tract One (1) called 45 acres; Tract Two (2) called 40 acres; Tract Three (3) called 40 acres and Tract Four (4) called 40 acres and conveyed to Vincent K. Jeffrey et al by deed recorded in Volume 597 Page 896 of the Official Records of Caldwell County, Texas, and being more particularly described as follows:

BEGINNING at an 8" treated fence post found in the East corner of the above mentioned Tract Three and the North corner of the above mentioned Tract Four and the apparent North corner of a tract of land called 20 acres and conveyed to Vaugh Wiederhold et ux by deed recorded in Volume 30 Page 796 of the said Official Records and the SW line of K & L Ranch Road (an Old Public Road formally known as the Old Colony Line Road) for an exterior corner this tract.

THENCE S 44 degrees 53 minutes 05 seconds W with the SE line of the said Tract Three and partially along the NW line of the said Tract Four and the apparent NW line of the above mentioned 20 acre tract 1335.41 feet to a 5/8" iron pipe found in the NW line of the said Tract Four and the apparent West corner of the said 20 acre tract for an ell corner this tract.

THENCE S 45 degrees 06 minutes 56 seconds E over and across the said Tract Four and with the apparent SW line of the said 20 acre tract 659.02 feet to a capped 1/2" iron pin set in the SE line of the said Tract Four and the apparent NW line of a tract of land designated as First Tract called 40 acres and conveyed to Vaugh N. Carroll Wiederhold et al by deed recorded in Volume 345 Page 1 of the said Official Records for an exterior corner this tract.

THENCE S 44 degrees 42 minutes 06 seconds W partially with the SE line of the said Tract Four and the apparent NW line of the above mentioned Volume 345 Page 1 1372.50 feet to an 8" oak stump fence corner in the South corner of the said Tract Four and an East line of the above mentioned Tract One and the SW line of the said J. B. Long Survey A-176 and an East line of the said J.B. Jeffrey Survey A-355 for an ell corner this tract.

THENCE S 45 degrees 18 minutes 28 seconds E with an East line of the said Tract One and partially along the SW line of the said J. B. Long Survey A-176 and the East line of the J. B. Jeffrey Survey A-355 and partially along the apparent SW line of the said Volume 345 Page 1 293.43 feet to an 8" treated fence post found in the SE corner of the said Tract One and the apparent North line of a tract of land called 78.65 acres and conveyed to Vaugh Wiederhold et ux by deed recorded in Volume 180 Page 631 of the said Official Records and the SE corner of the said J. B. Jeffrey Survey A-355 and the SW line of the J. B. Long Survey A-176 and the NE corner of the Chas. M. Schonenfeld Survey A-423 for the SE corner this tract.

THENCE N 89 degrees 23 minutes 00 seconds W with the South lines of the said Tract One and the J. B. Jeffrey Survey A-355 and the North line of the Chas. M. Schonenfeld Survey A-423 and the apparent North line of the above mentioned 78.65 acre tract 1657.70 feet to a 5/8" iron pin found used for base of bearing in the SW corner of the said Tract One and the J. B. Jeffrey Survey A-355 and the NW corner of the Chas. M. Schonenfeld Survey A-423 and the SE corner of the Blas Madrid Survey A-404 and the NE corner of the H. & T.C. RR. Co. Survey A-144 and the SE corner of a 20' Roadway described in Volume 156 Page 625 of the Deed Records of Caldwell County, Texas and the apparent NE

Hinkle Surveyors 205 First Registration No. 100884-00

P.O. BOX 1037 LOGKART, TEXAS 78644 PHONE (512) 398-2000
 FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM



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corner of a tract of land called 105.372 acres and conveyed to Mentor Saucedo et ux by deed recorded in Volume 457 Page 113 of the said Official Records for the SW corner this tract.

THENCE N 00 degrees 00 minutes 00 seconds W with the West line of the said Tract One and the above mentioned Tract Two and the East line of the said 20' Roadway and the West line of the J. B. Jeffrey Survey A-355 and the East line of the Blas Madrid Survey A-404 2910.85 feet to a 3/8" iron pin found used for basis for bearing in the NW corner of the said Tract Two and the said 20' Roadway and the apparent SW corner of tract of land called 13.29 acres and conveyed to Margie Bozarth by deed recorded in Volume 451 Page 56 of the said Official Records for the NW corner this tract.

THENCE with the North line of the said Tract Two and the apparent South lines of the above mentioned Bozarth tract and a tract of land called 13.29 acres and conveyed to Jeanne J. Altman by deed recorded in Volume 254 Page 117 of the said Official Records and a tract of land called 12.686 acres and conveyed to Jason Moore et ux by deed recorded in Instrument #118750 of the said Official Records for the following Two (2) courses:

- 1) N 88 degrees 43 minutes 38 seconds E 1206.49 feet to an 8" treated fence post found for an angle point this tract.
- 2) N 88 degrees 40 minutes 15 seconds E 1142.01 feet to an 8" treated fence post found in the NE corner of the said Tract Two and the NW line of the said Tract Three and an East line of the J. B. Jeffrey Survey A-355 and the NW line of the J. B. Long Survey A-176 for an angle point this tract.

THENCE N 43 degrees 42 minutes 15 seconds E with the NW line of the said Tract Three and a SE line of the above mentioned Moore tract 84.86 feet to an 8" treated fence post found in the North corner of the said Tract Three and the SW line of K & L Ranch Road for the NE corner this tract.

THENCE with the NE line of the said Tract Three and the SW line of K & L Ranch Road for the following Two (2) courses:

- 1) S 52 degrees 09 minutes 41 seconds E 129.76 feet to an 2-1/2" iron pipe fence post found for an angle point this tract.
- 2) S 45 degrees 47 minutes 07 seconds E 531.41 feet to the place of beginning containing 148.759 acres of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 2, 2015. THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. Only those prints containing the raised Surveyor's seal and an official "LIVE" signature should be considered official and relied upon by the user.

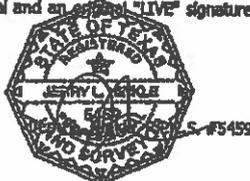


EXHIBIT C

Restrictions for The Ranches of Colony Line Trail

Affected Property: Being a ___acre tract of parcel of land, more or less, situated in Caldwell County, Texas, and a being a part of the Hector McNeill Survey, A-199, and being also a part of a tract of land called 148.759 acres conveyed to Road Runner Ranch Partnership, LLC by deed recorded in Volume ___ at Page ___ of the official Public Records of Caldwell County, Texas. Said ___ acres being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Restrictions:

- a) The Property may be used only for a residence by a Single Family.
- b) No tract can be subdivided. No exceptions.
- c) No Structure of a temporary character, whether basement, tent, shack, garage (other than barndominiums) or other outbuilding may be maintained or used on the Property at any time as a residence, either temporarily or permanently. Notwithstanding the terms of Section C below, a camper, recreational vehicle, or 5th wheel camper trailer, may be maintained or used on the Property as a temporary residence for a period not to exceed twelve months during the construction of permanent residence on the Property.
- d) Mobile Homes and Off-Site Built Residences. No mobile home, manufactured home, manufactured housing, or house trailer may be maintained on the Property. A previously constructed or off-site constructed residence with a minimum of 800 square feet in size, and not more than 5 years has elapsed since its original construction and the date it is moved onto the Property.
- e) Illegal, Noxious, or Offensive Activities. No illegal, noxious, or offensive activity may be carried on upon the Property, nor will anything be done therein which may be or become an annoyance or nuisance to an adjacent property owner.
- f) Storage, Garbage, Refuse and Prohibited Items. The Property may not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property may not be used for the open storage of any unsightly objects or materials whatsoever, which storage is visible from any street or adjacent tract. However, any new building materials used in the construction of residences or structures may be placed upon the Property at the time construction is commenced and may be maintained thereon for a reasonable time, as the time construction progresses without un-due delay, until the completion of the improvements, after which time those materials will wither be removed from the Property or stored in a suitable enclosure on the Property. No leaves, brush or timber, debris, or trash of any nature will be permitted to be placed, disposed of or burned within any street or right-of-way. No household trash or garbage may be burned anywhere on the Property. No dumping or placing of unsightly objects of any kind on the Property is permitted.
- g) Vehicles. No Vehicle will be abandoned on the Property.
- h) Sewage Treatment. No outside toilet will be permitted except during construction of a residence, or for a period not to exceed three days. No sanitary sewage disposal system will be installed on the Property until a permit is issued by the regulatory authority having jurisdiction over same.
- i) Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on the Property except: (i) one professionally made sign not more than five square feet advertising the Property for sale, rent or during residence construction; and

- (ii) political signage not prohibited by law. Grantors, or Grantors' heirs and assigns, have the right to remove any such sign, which is placed on the Property in violation of these restrictions and in doing so, will not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal.
- j) Prohibited Use of Parcel as Roadway. Other than the portions of the Property which contain Colony Line Trail road, the Property, nor any part of the Property may be used as a street, access road, or public thoroughfare without the prior written consent of Grantors, or Grantor's heirs and assigns. No access through the Property is allowable by adjacent property owners, without the express written consent of Grantors, or Grantors' heirs and assigns.
- k) Animals. Provided that such use does not create any condition conflicting with the residential nature of the Property, animals may be raised or kept on the Property. The one exception is pigs. No pigs or hogs may be raised, kept or bred on the Property, except for 4-H or FFA school supervised programs.
- l) No Commercial Activity. No commercial or professional activity on the Property is permitted except reasonable home use. Without limiting the definition of "reasonable home use" to be considered "reasonable home use", the activity must: (i) not be conducted on the Property owned by someone other than the Owner conducting the activity; (ii) be conducted solely by the owner; (iii) not include any signage or window use of the Parcel for residential purposes. For the purposes of this Section, the term "Owner" includes members of the Owner's Single Family residing in the Residence.
- m) No Renting. No residence or structure on the Property may be rented except for rentals to Single Family as a residence for a term of at least three months.
- n) Exterior Lighting. No Exterior lighting of any sort shall be installed or maintained on the Property where the light source is offensive or a nuisance to adjacent property owners. Furthermore, all exterior lighting within The Ranches of Colony Line Trail must comply with "Dark Sky" specifications.
- o) Easements. No easement in the Property may be granted, other than easements for utilities, to include electricity and/or water. Grantee may not grant a utility easement across the Property for the purpose of utility service to an adjacent parcel.
- p) Maintenance. The Property, and all residences and structures must be maintained in a neat, well-maintained and attractive condition at all times.
- q) Utilities. All residences on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.
- r) Single Family. No building may be constructed on the Property other than a maximum of two single family residential dwellings with detached or attached garages or carports. There may also be constructed cabanas, workshops, barns and outbuildings so long as they are of good construction, kept in good repair and are not used for permanent residential purposes. Duplex houses, fourplexes, condominiums or apartment houses are not permitted.
- s) Maximum Height. The maximum height of a residence on the Property is two stories.
- t) Required Area. If the primary residence on the property is built on-site, the primary residence on the Property must have at least 1200 square of living area within the first story. Any secondary residence which is built on site must have at least 800 square feet of living area with the first story. All porches, garages, guest dwellings and outbuildings and other Structures are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. Any primary or secondary residence on the Property which has been previously constructed or any off-site constructed Residence must be a minimum of 800 square feet in size, and not more than 5 years may have elapsed since its original construction and the date it is moved onto the Property.
- u) The use of firearms and hunting on the property is restricted to the Owners and their guests. Owners and guest shall use reasonable carry in the use thereof not to endanger other

property owners, their guest and property. The use thereof shall be subject to State and Federal laws.

- v) Location on Parcel. All Structures must be set back a minimum of 100 feet from any property line of the Property.
- w) Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within one year and the Property restored to a clean, orderly and attractive condition. Any residence or structure that is damaged to the extent that repairs are not practicable must be demolished and removed within one year and the Property restored to a clean and attractive condition.
- x) Water Wells. Shared water well service to the Property is permitted. One water well along with a water storage tank and pumping system will be permitted on the property or will serve an adjacent Property. See Shared Well Agreement – Attached. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on the Property. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any adjacent property because of the water well and sanitation requirements related to the same. Property owners are allowed to drill more water wells on their property for their individual use and preferences should they desire to do so.
- y) Sewage Treatment. No sanitary sewage disposal system will be installed on the Property until a permit is issued by the regulatory authority having jurisdiction over same.
- z) Construction Period. Any residence or structure commenced on the Property will be completed as to exterior finish and appearance within one year from the commencement date.
- aa) Driveways. All driveways must be surfaced with gravel base, concrete or asphalt and must be constructed in a manner which will prevent surface water from flowing on to Colony Line Trail.

EXHIBIT D

Private Road Maintenance Agreement

This Private Road Maintenance Agreement ("Agreement") is entered into this ___ day of _____ 2021, by and amongst the undersigned parcel owners ("Participating").

- A. Colony Line Trail is a private road situated within the County of Caldwell, Texas, and is described by metes and bounds on Exhibit A, attached hereto (the "Roadway Property".)
- B. The undersigned Participating Owners are the owners or users of the Roadway Property.
- C. **It is understood that the private roadway will be maintained in perpetuity by the property owners of The Ranches of Colony Line Trail and that Caldwell County will never accept or maintain the private roadway unless it meets the county standards in effect on the date of Caldwell County's acceptance thereof and acceptance is made in accordance with the Caldwell County Development Ordinance. The costs of any improvements, maintenance or repairs required to reach that standard shall be borne by the current landowners at the time of the request for acceptance, not by the developer or Caldwell County. Every deed conveying any tract is required to contain a notice to the grantee that the private roadway is exclusive and private to the Owners and their guests. All grantees are required to acknowledge receipt of said notice and of this agreement, that they have read them and accept the conveyance subject to the terms and restrictions therein. Every owner shall have the right and easement in and to the private roadway which shall be appurtenant to and shall pass with the title to the tracts conveyed out the property. Grantors make no warranty that the roadway will ever be dedicated since it is the intent to retain private ownership to restrict the use by the public. Every owner and their guests or assignees shall have a right to the use and benefit of the private roadway and utilities easement for ingress and egress to their tract or tracts and utilities passage across or under.**

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Road Commission Agent.

1.1 A Road Commission Agent shall be elected by a majority of the Participating Owners. The Road Commission Agent will serve a term as agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

1.2 Voting for Road Commission Agent. Each Participating Owner who owns a portion of the Parent Tract shall have one vote. For the purpose of this section, the Parent Tract shall be defined as that certain 148.759 acres of land, more or less, in the _____ Survey, Caldwell County, Texas and being more particularly described by metes and bounds in that certain Warranty _____ Deed _____ with _____ The Road

Commission Agent will serve a term of one year, or as otherwise agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

- 1.3 Initial Road Commission Agent. The initial Road Commission Agent shall be Chad Edwards. Chad Edwards will serve as Road Commission until such a time as Road Runner Ranch Partnership LLC, no longer has ownership of any tracts within The Ranches of Colony Line Trail. Upon such time as Road Runner Ranch Partnership, LLC no longer owns any of the tracts, the Participating Owners may vote to appoint a new Road Commission Agent. Chad Edwards and/or Road Runner Ranch Partnership, LLC may designate a new Road Commission Agent at any time so long as Road Runner Ranch Partnership, LLC own at least one tract of The Ranches of Colony Line Trail.
2. Road Maintenance and Road Improvements. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by the emergency vehicles. A majority vote of the Participating Owners is required to approve any proposed road improvements and related contracts with a value in excess of \$1,500.00. Before authorizing expenditures for future road improvements, Participating Owners be notified by the Road Commission Agent, cost estimates will be provided and a majority agreement will be required. A Participating Owner may not perform road maintenance or improvements. In case of emergency a Participating Owner may perform such work and shall be solely responsible for the costs incurred. Reimbursement shall require a majority vote of Participating Owners. All road maintenance shall be conducted in a manner sufficient to allow proper water runoff from Colony Line Trail and surrounding drainage areas.
3. Cost Sharing. Road maintenance and road improvements shall be shared equally amongst the Participating Owners sharing access to the Roadway Property. The Road Commission Agent shall provide the Participating Owners an updated copy of the cost allocations whenever the cost allocation is amended.
4. Annual Maintenance Fee.
 - 4.1 Prepayment. Prepayment of maintenance, improvement and emergency fund costs (the "Annual Maintenance Fee") will be made to the Road Commission Agent by each Participating Owner. On or before January 1 of each year, each Participating Owner will contribute their pro-rata share of the estimated annual cost for road maintenance, road improvements and emergency repair funding. The Road Commission Agent shall send each Participating Owner a notice of the annual payment due not less than two weeks prior to the due date.
 - 4.2 Initial Annual Maintenance Fee. The initial annual payment for each Participating Owner shall be \$450.00. As time prevails, so do costs associated with the maintenance of the road. Let it deemed that the Annual Maintenance Fee (AMF) will be revaluated annually by the Road Commission Agent and any change in the amount of the AMF will require a majority vote amongst the members.

- 4.3 Late Fees. If a Participating Owners Annual Maintenance Fee is not received by January 1, the Road Commission Agent may, in the sole discretion of the then acting Road Commission Agent, assess \$25.00 late fee for every month during with an Annual Maintenance Fee remains unpaid.
5. Tracts or Parcels are not permitted to be subdivided.
 6. Bank Account, Budget and Annual Report. The Road Commission Agent shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance and improvement costs. All checks or payments issued from the account shall require the approval/signature of the Road Commission Agent. The Road Commission Agent shall also prepare and distribute to the Participating Owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.
 7. Effective Term. This Agreement shall be perpetual, shall encumber and run with the land as long as the Roadway Property remains private.
 8. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
 9. Amendment. This Agreement may be amended only by three-quarters majority consent of all Participating Owners.
 10. Enforcement. This Agreement may be enforced by the Road Commission Agent, or any Participating Owner. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
 11. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the Road Commission Agent in writing by the Participating Owner. If an address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.
 12. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
 13. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded by the Road Commission Agent into the Official Public Records of Caldwell County, Texas.

The parties hereto have executed the Agreement effective as of the date written above.

Exhibit A to Private Road Maintenance Agreement



Page 1 of 1
Job #202115811-
Easement.docx

60' WIDE ACCESS EASEMENT

BEING a 60' wide access easement situated in Caldwell County, Texas and being a part of the J.B. Long Survey A-176 and the J.B. Jeffrey Survey A-355 and being also a part of a tract of land called 148.759 acres and conveyed to Road Runner Ranch Partnership, LLC by deed recorded in Instrument #2020-006237 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 8" treated fence corner post found in the most Easterly North corner of the above mentioned 148.759 acre tract and the SW line of Sand Hill Road and an apparent external corner of a tract of land called 12.686 acres and conveyed to Jason Moore et ux by deed recorded in Instrument #118750 of the said Official Public Records for the North corner of this easement.

THENCE with the NE line of the said 149.759 acre tract and the SW line of Sand Hill Road for the following two (2) courses:

(1) **S 51°58'08" E 73.49 feet** to a capped ½" iron pin found stamped "HINKLE SURVEYORS" for an angle point this easement. (2) **S 50°12'48" E 76.49 feet** to a capped ½" iron pin set stamped "HINKLE SURVEYORS" for the East terminus of this easement.

THENCE entering the said 149.759 acre tract for the following four courses:

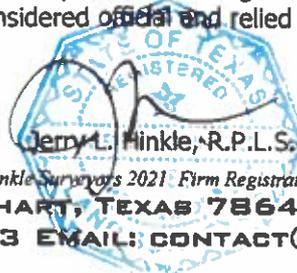
(1) **S 56°08'25" W 498.74 feet** to a point for an angle point, (2) **S 44°00'17" W 737.81 feet** to a point for an angle point, (3) **S 50°14'09" W 603.04 feet** to a point for an angle point, (4) **S 44°00'57" W 857.24 feet** to a point in the PC of a curve.

THENCE with a curve (creating a cul-de-sac) turning to the right having a radius of **60.00 feet** and an arc length of **313.28 feet** and the chord of which bears **N 36°55'46" W 60.76 feet** to a point for the point of curve intersection.

THENCE in a North Easterly direction for the following five (5) courses:

(1) **N 44°00'57" E 850.94 feet** to a point for an angle point, (2) **N 50°14'09" E 603.03 feet** to a point for an angle point, (3) **N 44°00'17" E 740.69 feet** to a point for an angle point, (4) **N 55°41'55" E 390.77 feet** to a point for an angle point, (5) **N 07°18'27" E 106.65 feet** to the place of beginning of this easement containing **4.065 acres** with the said easement.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on July 19, 2021. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Jerry L. Hinkle, R.P.L.S. #5459

©Hinkle Surveyors 2021 Firm Registration No. 100866-00

P.O. BOX 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM

EXHIBIT E

Shared Well Agreement

This Agreement, made and entered into this ___ day of _____, 2021 by and between Parcel 1, referred to as the "supplying party", and Parcel 3, hereafter referred to as the "supplied party".

WHEREAS, the supplying party is the owner of property located at TBD – Colony Line Trail

Which property is hereafter to as "Parcel 1" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the supplied party is the owner of property located at TBD – Colony Line Trail, which property is hereafter to as "Parcel 3" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein and an Agreement has been reached relative to supplying water from the well, and

WHEREAS, there is a well located upon the above-described property of the supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system, and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide and adequate supply of water for each of the properties connected thereto, ONLY for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution systems for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply all occupants on each of the parcels described herein with water from the well for domestic uses of a single family & others residing therein,

WHEREAS, the water from the well has undergone a water quality analysis from the State of Texas health authority and has been determined by the authority of supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective right and obligations pertaining to said well and water distribution system.

NOWHEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 3, upon the following terms and conditions:

-
1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the household residing thereon), are hereby granted the right in common with the other parties of this Agreement, to draw water from the well located on Parcel 1 for domestic use. The right to draw water to fill swimming pools and other man-made water features on either Parcel 1 or 3 is PROHIBITED, unless mutually agreed upon in writing between the owners of Parcel 1 and Parcel 3 described within this agreement.
 2. That the owners or residents of the dwelling located on Parcel 3, as of the date of this Agreement shall:
 - A. Pay or cause to be paid to the supplying party, monthly fee for one-half (1/2) of the electricity bill associated with the shared water well. Each shared water well is individually metered for electricity for an easy process of sharing expenses between participating parties.
 3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by both parties, including the costs to remove and replace common boundary fencing or walls damaged.
 4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
 5. That each of the parties to the Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

The supplied party will have access to the water well area on the supplier side at will.

6. That each party shall have the right to act to correct any emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to delivery water upon demand.
 7. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes or mains serving his/her respective parcel.
 8. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
 9. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
 10. That the respective rights and obligation of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement executed and filed a written and notarized statement of termination at the local county clerk's office. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for the maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
 11. That in the event either party does not pay their portion of the electricity bill and/or other costs associated with the operation and maintenance of the shared water well, let it be known that the access of water CANNOT be shut off by either party.
 12. That the term of the Agreement shall be perpetual, except as herein limited.
 13. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the herein, successors in title and assigns of the parties hereto.
 14. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
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15. It shall be deemed that any legal recourse by one party against the other party will
result in civil court with the prevailing party being compensated for their legal expenses.

Witness our signatures this the ____ day of _____, 2021.

EXHIBIT F

Shared Well Agreement

This Agreement, made and entered into this ____ day of _____, 2021 by and between Parcel 4, referred to as the "supplying party", and Parcel 2, hereafter referred to as the "supplied party".

WHEREAS, the supplying party is the owner of property located at TBD – Colony Line Trail

Which property is hereafter to as "Parcel 4" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the supplied party is the owner of property located at TBD – Colony Line Trail, which property is hereafter to as "Parcel 2" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein and an Agreement has been reached relative to supplying water from the well, and

WHEREAS, there is a well located upon the above-described property of the supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system, and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide and adequate supply of water for each of the properties connected thereto, ONLY for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution systems for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply all occupants on each of the parcels described herein with water from the well for domestic uses of a single family & others residing therein,

WHEREAS, the water from the well has undergone a water quality analysis from the State of Texas health authority and has been determined by the authority of supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective right and obligations pertaining to said well and water distribution system.

NOWHEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 4 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 4 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the household residing thereon), are hereby granted the right in common with the other parties of this Agreement, to draw water from the well located on Parcel 4 for domestic use. The right to draw water to fill swimming pools and other man-made water features on either Parcel 4 or 2 is PROHIBITED, unless mutually agreed upon in writing between the owners of Parcel 4 and Parcel 2 described within this agreement.
2. That the owners or residents of the dwelling located on Parcel 4, as of the date of this Agreement shall:
 - A. Pay or cause to be paid to the supplying party, monthly fee for one-half (1/2) of the electricity bill associated with the shared water well. Each shared water well is individually metered for electricity for an easy process of sharing expenses between participating parties.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by both parties, including the costs to remove and replace common boundary fencing or walls damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That each of the parties to the Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

The supplied party will have access to the water well area on the supplier side at will.

6. That each party shall have the right to act to correct any emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to delivery water upon demand.
 7. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes or mains serving his/her respective parcel.
 8. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
 9. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
 10. That the respective rights and obligation of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement executed and filed a written and notarized statement of termination at the local county clerk's office. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for the maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
 11. That in the event either party does not pay their portion of the electricity bill and/or other costs associated with the operation and maintenance of the shared water well, let it be known that the access of water CANNOT be shut off by either party.
 12. That the term of the Agreement shall be perpetual, except as herein limited.
 13. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the herein, successors in title and assigns of the parties hereto.
 14. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
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15. It shall be deemed that any legal recourse by one party against the other party will
result in civil court with the prevailing party being compensated for their legal expenses.

Witness our signatures this the ____ day of _____, 2021.

EXHIBIT G

Shared Well Agreement

This Agreement, made and entered into this ___ day of _____, 2021 by and between Parcel 6, referred to as the "supplying party", and Parcel 7, hereafter referred to as the "supplied party".

WHEREAS, the supplying party is the owner of property located at TBD – Colony Line Trail

Which property is hereafter to as "Parcel 6" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the supplied party is the owner of property located at TBD – Colony Line Trail, which property is hereafter to as "Parcel 7" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein and an Agreement has been reached relative to supplying water from the well, and

WHEREAS, there is a well located upon the above-described property of the supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system, and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide and adequate supply of water for each of the properties connected thereto, ONLY for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution systems for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply all occupants on each of the parcels described herein with water from the well for domestic uses of a single family & others residing therein,

WHEREAS, the water from the well has undergone a water quality analysis from the State of Texas health authority and has been determined by the authority of supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective right and obligations pertaining to said well and water distribution system.

NOWHEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 6 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 6 and 7, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the household residing thereon), are hereby granted the right in common with the other parties of this Agreement, to draw water from the well located on Parcel 6 for domestic use. The right to draw water to fill swimming pools and other man-made water features on either Parcel 6 or 7 is PROHIBITED, unless mutually agreed upon in writing between the owners of Parcel 6 and Parcel 7 described within this agreement.
2. That the owners or residents of the dwelling located on Parcel 7, as of the date of this Agreement shall:
 - A. Pay or cause to be paid to the supplying party, monthly fee for one-half (1/2) of the electricity bill associated with the shared water well. Each shared water well is individually metered for electricity for an easy process of sharing expenses between participating parties.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by both parties, including the costs to remove and replace common boundary fencing or walls damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That each of the parties to the Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

The supplied party will have access to the water well area on the supplier side at will.

6. That each party shall have the right to act to correct any emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to delivery water upon demand.
 7. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes or mains serving his/her respective parcel.
 8. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
 9. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
 10. That the respective rights and obligation of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement executed and filed a written and notarized statement of termination at the local county clerk's office. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for the maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
 11. That in the event either party does not pay their portion of the electricity bill and/or other costs associated with the operation and maintenance of the shared water well, let it be known that the access of water CANNOT be shut off by either party.
 12. That the term of the Agreement shall be perpetual, except as herein limited.
 13. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the herein, successors in title and assigns of the parties hereto.
 14. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
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15. It shall be deemed that any legal recourse by one party against the other party will
result in civil court with the prevailing party being compensated for their legal expenses.

Witness our signatures this the ____ day of _____, 2021.

EXHIBIT H

Shared Well Agreement

This Agreement, made and entered into this ____ day of _____, 2021 by and between Parcel 8, referred to as the "supplying party", and Parcel 5, hereafter referred to as the "supplied party".

WHEREAS, the supplying party is the owner of property located at TBD – Colony Line Trail

Which property is hereafter to as "Parcel 8" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the supplied party is the owner of property located at TBD – Colony Line Trail

Which property is hereafter to as "Parcel 5" and is more fully described as follows:

TBD – Colony Line Trail
McMahan, TX 78616

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein and an Agreement has been reached relative to supplying water from the well, and

WHEREAS, there is a well located upon the above-described property of the supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system, and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide and adequate supply of water for each of the properties connected thereto, ONLY for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution systems for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply all occupants on each of the parcels described herein with water from the well for domestic uses of a single family & others residing therein,

WHEREAS, the water from the well has undergone a water quality analysis from the State of Texas health authority and has been determined by the authority of supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective right and obligations pertaining to said well and water distribution system.

NOWHEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 8 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 8 and 5, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the household residing thereon), are hereby granted the right in common with the other parties of this Agreement, to draw water from the well located on Parcel 8 for domestic use. The right to draw water to fill swimming pools and other man-made water features on either Parcel 8 or 5 is PROHIBITED, unless mutually agreed upon in writing between the owners of Parcel 8 and Parcel 5 described within this agreement.
2. That the owners or residents of the dwelling located on Parcel 5, as of the date of this Agreement shall:
 - A. Pay or cause to be paid to the supplying party, a monthly fee for one-half (1/2) of the electricity bill associated with the shared water well. Each shared water well is individually metered for electricity for an easy process of sharing expenses between participating parties.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by both parties, including the costs to remove and replace common boundary fencing or walls damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That each of the parties to the Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

The supplied party will have access to the water well area on the supplier side at will.

6. That each party shall have the right to act to correct any emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to delivery water upon demand.
 7. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes or mains serving his/her respective parcel.
 8. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
 9. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
 10. That the respective rights and obligation of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement executed and filed a written and notarized statement of termination at the local county clerk's office. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for the maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
 11. That in the event either party does not pay their portion of the electricity bill and/or other costs associated with the operation and maintenance of the shared water well, let it be known that the access of water CANNOT be shut off by either party.
 12. That the term of the Agreement shall be perpetual, except as herein limited.
 13. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the herein, successors in title and assigns of the parties hereto.
 14. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
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15. It shall be deemed that any legal recourse by one party against the other party will
result in civil court with the prevailing party being compensated for their legal expenses.

Witness our signatures this the ____ day of _____, 2021.

20. 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.