

COMMISSIONER'S COURT AGENDA

June 10, 2019

NOTICE OF A MEETING OF THE COMMISSIONERS COURT
OF CALDWELL COUNTY, TEXAS



Filed this 6 day of June 2019
4:09 P M

TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Angela Jenkins Deputy

Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on Monday, the 10th day of June 2019 at 9:00 A.M. in the 2nd Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Call Meeting to Order.

Invocation. Lockhart Ministerial Alliance

Pledge of Allegiance to the Flags.

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

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 comments will continue as the last agenda item of the day).

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

1. Approve payment of County invoices and County Purchase Orders in the amount of \$1,180,719.32; Backup: 29
2. Ratify re-occurring County payments in the amount of
 - A. \$290,655.24 (Payroll Roll 5/25/19 – 5/25/19); Backup 20
 - B. 87,796.42 (Payroll Tax 5/25/19 – 5/25/19); Backup 2
 - C. \$34,727.07 (May 2019 Utilities); Backup 2
3. Accept May 2019 Reports from Caldwell County Extension Office:
 - A. Wayne Morse: Backup 3
4. Accept renewal and payment of bond #69735930 for Chief Deputy Treasurer, Darlene Morris; Backup: 8
5. Accept the Audit of Caldwell County Commissary and Inmate Trust Funds for the fiscal year ending September 30, 2019; Backup; 5
6. Accept ESD Financial reporting from Emergency Services District No. 2 (ESD #2) for Fiscal Year Ending December 31, 2018; Backup: 7
7. Accept the May 2019 Environmental Investigator report from Mike Bittner; Backup: 3
8. Accept the Caldwell County Appraisal District 2018 Financial Statement ending December 31, 2018 audit report; Backup: 35

9. **Approve Purchasing Department request for approval for signatures on contract 19CCP01P Professional security Door/Hardware Services for Caldwell County Sheriff's office and CML Security; Backup: 28**
10. **Approve Statement of Concurrence(SOC) between Caldwell County, Texas and Martindale Fire Department; Backup: 2**
11. **Accept updated lease between Health and Human Services Commission (HHSC) and Caldwell County. Backup: 10**

AGENDA ACTION ITEMS

12. **Discussion/Action regarding the burn ban. Cost: None; Speaker: Judge Haden / Carine Chalfoun; Backup: None.**
13. **Discussion/Action Consideration and approval of an order by the Commissioners Court of Caldwell County, Texas authorizing the issuance of "Caldwell County, Texas limited tax refunding bonds, series 2019", levying an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property in the county for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement, an official bid form, and an escrow deposit letter, complying with the provisions of the depository trust company's letter of representations; delegating the authority to certain members of the Commissioners Court and county staff to execute certain documents relating to the sale of the bonds; and providing an effective date; Cost: None; Speakers: Judge Haden; Backup:52**
14. **Discussion/Action to approve Resolution 20-2019 in support of Martindale Fire, Ambulance and Services Truck Fund (FAST) Grant: Cost: None; Speaker: Commissioner Theriot; Backup: 3**
15. **Discussion/Action to accept the Capitol Area Metropolitan Planning Organization's (CAMPO) Luling Transportation Study and Resolution. Cost: TBD; Speaker: Judge Haden; Backup: 8**
16. **Discussion/Action to approve donation request from Combined Community Action, Inc. in an amount not to exceed \$8,000. Cost: up to \$8,000; Speaker: Judge Haden; Backup: 4**
17. **Discussion/Action to approve Budget Amendment # 27 for the County Agent to increase 001-6000-0950 / Insurance proceeds for \$4,596 and increase the 001-8700-4510 / Repairs & Maintenance for \$5,026 and decrease 001-8700-4260 / Transportation by \$430. Cost: Net Zero; Speakers: Judge Haden / Julie Zimmerman; Backup: 2**

18. **Discussion/Action** to approve Budget Amendment # 28 for Building Maintenance, repairs and maintenance (001-6520-4510) to move funds to several line items that are over budget **Cost: 6,648.00, Speaker: Joe Roland/Curtis Weber; Backup: 2**
19. **Discussion/Action** to approve Budget Amendment #29 to move \$1,081.00 from Visiting Court Reporters (001-3240-4030) to various line items in County Court at Law line items. **Cost: Net Zero; Speaker: Judge Haden; Backup: 2**
20. **Discussion/Action** to approve Budget Amendment #30 to move \$50,000 from Engineering Salary line item (001-6600-1020) to Professional Services (001-6600-4110) for consulting agreement with EWEAC. **Cost: Budget FY 19-20; Speaker: Judge Haden; Backup: 2**
21. **Discussion/Action** to approve Budget Amendment #31 for Unit Road to move \$54,966.70 from seal coating (002-1101-4630) to machinery and equipment (002-1101-5310); **Cost: net zero; Speaker: Judge Haden/ Donald LeClerc; Backup: 2**
22. **Discussion/Action** concerning the reimbursement to Hays county for assistance with equipment and labor related to Hurricane Harvey in 2017; **Cost: \$22,324.17; Speaker; Judge Haden/ Barbara Gonzales / Jan Bower; Backup: 18**
23. **Discussion/Action** to consider Alliance Water's request for Fee Variance for Water Pipeline Project; **Cost: None; Speaker: Judge Haden; Backup: 4**
24. **Discussion/Action** to discuss construction of Courtroom benches in the Commissioners Court Courtroom located at 110 S. Main Street and possible dates for construction. **Cost: TBD; Speakers: Joe Roland/ Curtis Weber; Backup: 2**
25. **Discussion/Action** to move the location of the June 24, 2019, July 8, 2019 and July 22, 2019 Commissioners Court venue due to construction in the Commissioners Court Courtroom by the Maintenance Department. **Cost: None; Speaker: Judge Haden; Backup: 1**
26. **Discussion/Action** to consider authorizing a Master Lease Agreement and a Full Maintenance Agreement with Addendum between Enterprise Fleet Management and Caldwell County. **Cost: TBD; Speaker: Danielle Blake/Judge Haden; Backup: 16**
27. **Discussion/Action** to accept an updated Chapter 381 Economic Development Incentive Agreement between Lockhart Emergency Care Center, LLC and Caldwell County. **Cost: TBD; Speaker: Judge Haden; Backup: 19**
28. **Discussion/Action** to approve 2019 request to Texas Comptroller's Office for Unclaimed Property Capital Credits. **Cost: None; Speaker: Judge Haden; Backup: 3**

Commissioners Court Agenda for June 10, 2019

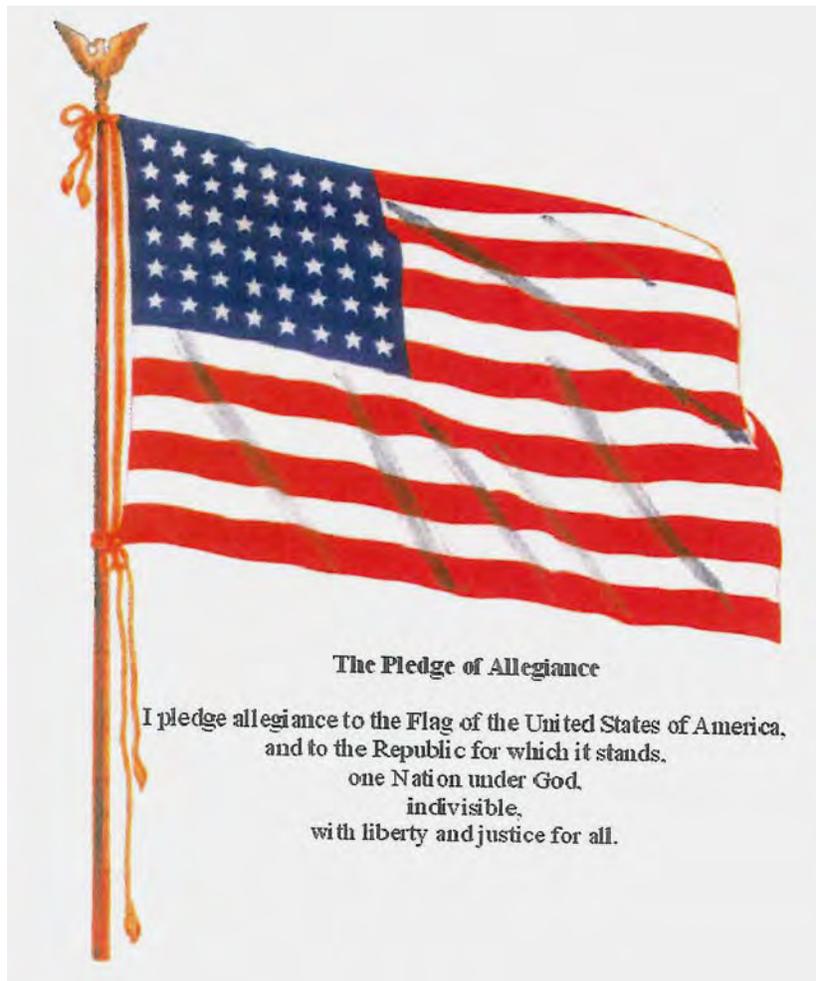
29. **Discussion/Action** to discuss which plan option to choose for Nationwide Retirement. **Cost: None; Speaker Judge Haden; Backup: 12**
30. **Discussion/Action** relating to the value that the Veteran Services Office brings to Caldwell County and the importance of supporting this office and its activities **Cost: None; Speaker: Judge Haden/ Al Dos Santos; Backup:8**
31. **Discussion/Action** to discuss the need to have the right-of-way and trees trimmed at the intersection of St. John Road (CR 169) and Rabbit Trail Drive as well as the curves leading up to the intersection. Also the need for traffic control devices in the area. **Cost: TBD; Speaker Judge Haden/ Al Dos Santos (VSO); Backup; 1**
32. **Discussion /Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Paz Acres on Homannville Trail (CR 179). **Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup: 23**
33. **Discussion /Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Zap Acres on Homannville Trail (CR179). **Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup: 23**
34. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Natalie Acres on Homannville Trail (CR 179). **Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup: 15**

35. **Adjournment.**

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices), and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. www.co.caldwell.tx.us

Invocation – Lockhart Ministry Alliance

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
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under God, one and
indivisible

Announcements:

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

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

Consent Agenda. (The following consent items may be acted upon in one motion.)

- 1. Approve payment of County invoices and County Purchase Orders in the amount of \$1,180,719.32; Backup: 29**

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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve payment of County invoices and County Purchase Orders in the amount of \$1,180,719.32

1. Costs:

Actual Cost or Estimated Cost \$ 1,180,719.32

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name Representing Title

(1) Judge Haden

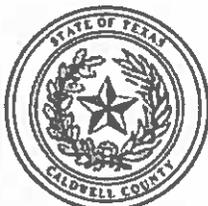
(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 29 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date



Caldwell County, TX

Payment Register

APPKT03137 - 6/10/19 a/p run

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number PHOMOR	Vendor Name 4 SQUARE COMMUNICATIONS, LLC					Total Vendor Amount 1,306.60
Payment Type Check	Payment Number	Remittance Address 109 S. CROCKETT SEGUIN, Texas 78155	Payment Date 06/04/2019	Payment Amount 1,306.60		
Payable Number 3790	Description CAMERA OUT REC YARD 2	Payable Date 05/20/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 565.00	
Payable Number 3797	Description REPLACE BATTERIES IN UPS/CAMERA	Payable Date 05/28/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 741.60	

Vendor Number AERDYN	Vendor Name AERODYNAMICS AIRCONDITIONING & REFRIG.					Total Vendor Amount 1,030.00
Payment Type Check	Payment Number	Remittance Address 14 NELLE LANE MARTINDALE, Texas 78655-	Payment Date 06/04/2019	Payment Amount 1,030.00		
Payable Number 1170	Description SHERIFFS OFFICE SEG UNIT	Payable Date 05/14/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 1,030.00	

Vendor Number AISWHI	Vendor Name AISHA WHITE-THOMPSON, CSR, RPR					Total Vendor Amount 6,747.50
Payment Type Check	Payment Number	Remittance Address 47 WHISPERING VALLEY WIMBERLY, Texas 78676	Payment Date 06/04/2019	Payment Amount 6,747.50		
Payable Number 14-689	Description CAUSE # 16-217 STEPHEN LEE LIGHTSEY AKA STEVEN LEE	Payable Date 05/17/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 6,747.50	

Vendor Number ALDOS	Vendor Name AL DOS SANTOS					Total Vendor Amount 80.00
Payment Type Check	Payment Number	Remittance Address 194 RABBIT TRAIL DALE, Texas 78616-	Payment Date 06/04/2019	Payment Amount 80.00		
Payable Number 52819	Description REIMBURSEMENT FOR GIFT CARDS FOR MEMORIAL DAY	Payable Date 05/28/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 80.00	

Vendor Number ANNBOL	Vendor Name ANNA MARTINEZ BOLING					Total Vendor Amount 343.50
Payment Type Check	Payment Number	Remittance Address 1301 S. OLD STAGECOACH ROAD KYLE, Texas 78640-	Payment Date 06/04/2019	Payment Amount 343.50		
Payable Number 07-FL-210A	Description CAUSE # 07-FL-210A A.K.R. / H.A.R.	Payable Date 05/22/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 343.50	

Vendor Number BOVMER	Vendor Name BOVIK & MEREDITH P.C.					Total Vendor Amount 3,462.91
Payment Type Check	Payment Number	Remittance Address PO BOX 150129 AUSTIN, Texas 78715-0129	Payment Date 06/04/2019	Payment Amount 3,462.91		
Payable Number 18-FL-250-1	Description CAUSE # 18-FL-250 L.B.	Payable Date 05/29/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 3,462.91	

Payment Register

APPKT03137 - 6/10/19 a/p run

Vendor Number	Vendor Name					Total Vendor Amount
<u>BOWMAN</u>	BOWMAN CONSULTING GROUP LTD					6,025.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	2,950.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271504</u>	PROJ # 070004-01-001 SUBDIVISION PLATS & PERMITS	04/30/2019	06/10/2019	0.00	2,950.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271508</u>	PROJ # 070004-22-002 LYTTON HILLS PRELIMINARY PLA	04/30/2019	06/10/2019	0.00	150.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271515</u>	PROJ # 070004-68-001 HARTLAND RANCH PRELIMINARY	04/30/2019	06/10/2019	0.00	450.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271517</u>	PROJ # 070004-72-001 SIERRA DRIVE PLAT	04/30/2019	06/10/2019	0.00	450.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271520</u>	PROJ # 070004-77-001 FAMILY DOLLAR SITE PLAN	04/30/2019	06/10/2019	0.00	450.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	375.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271521</u>	PROJ # 070004-80-001 ROGAN'S PLACE SHORT FORM PL	04/30/2019	06/10/2019	0.00	375.00	
Check		1120 SOUTH CAPITAL OF TEXAS HWY BLDG.3, SUITE 220 AUSTIN, Texas 78746	06/04/2019	1,200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271522</u>	PROJ # 070004-81-001 ALEXANDER ACRES PRELIINARY PI	04/30/2019	06/10/2019	0.00	1,200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.					22,413.06
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 312622 NEW BRAUNFELS, Texas 78131-2622	06/04/2019	22,413.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101350</u>	ACCT # 1600 1700 FM 2720	05/13/2019	06/10/2019	0.00	11,307.00	
<u>101351</u>	ACCT # 1600 UNIT ROAD SYSTEM	05/13/2019	06/10/2019	0.00	11,106.06	
Vendor Number	Vendor Name					Total Vendor Amount
<u>AUTPAR</u>	CAPITOL AUTO PARTS					1,928.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		729 S. COLORADO LOCKHART, Texas 78644	06/04/2019	1,928.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>07MD1641</u>	CUST # L10358 ANCO 31 - SERIES	05/02/2019	06/10/2019	0.00	89.75	
<u>07MD2025</u>	CUST # L10358 BRAKE MASTER CYLINDER	05/03/2019	06/10/2019	0.00	133.04	
<u>07MD2120</u>	CUST # L10358 JOHNSEN'S BRAKE FLUID	05/03/2019	06/10/2019	0.00	36.78	
<u>07MD2317</u>	CUST # L10358 BELT TENSIONER - AUTOMATIC	05/03/2019	06/10/2019	0.00	124.14	
<u>07MD3396</u>	CUST # L310 BEARING	05/07/2019	06/10/2019	0.00	127.01	
<u>07MD3897</u>	CUST # L10358 AIR FILTER - PARTS PLUS	05/07/2019	06/10/2019	0.00	247.21	
<u>07MD6949</u>	CUST # L10358 CHERRY GEL 1 GL PUMP-TOP	05/15/2019	06/10/2019	0.00	19.69	
<u>07MD7992</u>	CUST # L310 EPA BATTERY FEE	05/17/2019	06/10/2019	0.00	400.99	

Payment Register

APPKT03137 - 6/10/19 a/p run

Invoice #	Description	Invoice Date	Due Date	Amount	Balance
07MD8048	CUST # L10358 ANCO 31 - SERIES	05/17/2019	06/10/2019	0.00	171.73
07MD8223	CUST # L10358 AIR FILTER- PARTS PLUS	05/17/2019	06/10/2019	0.00	20.18
07MD8328	CUST # L10358 SHOCK	05/17/2019	06/10/2019	0.00	305.24
07MD8954	CUST # L10358 ANCO 31 - SERIES	05/20/2019	06/10/2019	0.00	5.83
07ME0727	CUST# L10358 ON-OFF TOGGLE SWITCH - 10A	05/23/2019	06/10/2019	0.00	5.20
07ME0921	CUST # L10358 BENDIX PREM POLICE PADS	05/24/2019	06/10/2019	0.00	241.46

Vendor Number	Vendor Name	Total Vendor Amount
CARSER	CARD SERVICE CENTER	6,558.74
Payment Type	Payment Number	Payment Date
Check		06/04/2019
Payable Number	Description	Payable Date
52619	CARD ENDS W/1237	05/26/2019

Vendor Number	Vendor Name	Total Vendor Amount
CAROHL	CARL R. OHLENDORF INSURANCE	125.00
Payment Type	Payment Number	Payment Date
Check		06/04/2019
Payable Number	Description	Payable Date
16964	POLICY # 15005395 ACCT # CALDW01 RONDA LEHMAN	05/17/2019
Check		06/04/2019
Payable Number	Description	Payable Date
16967	POLICY # 69735930 ACCT # CALDW01 DARLENE MORRIS	05/17/2019

Vendor Number	Vendor Name	Total Vendor Amount
CENAUT	CENTRAL TEXAS AUTOPSY, PLLC	2,100.00
Payment Type	Payment Number	Payment Date
Check		06/04/2019
Payable Number	Description	Payable Date
12767	CTA 391-18: GERARDO FABELA, PERFORMED 9/13/19	05/13/2019

Vendor Number	Vendor Name	Total Vendor Amount
CHIVET	CHISHOLM TRAIL VETERINARY CLINIC	460.40
Payment Type	Payment Number	Payment Date
Check		06/04/2019
Payable Number	Description	Payable Date
17916	STRAY HORSE	05/17/2019

Vendor Number	Vendor Name	Total Vendor Amount
CINTAS	CINTAS CORPORATION #86	4,625.28
Payment Type	Payment Number	Payment Date
Check		06/04/2019
Payable Number	Description	Payable Date
4021073346	SOLD TO # 13232664 PAYER # 13243034	05/01/2019
4021073358	SOLD TO # 13228849 PAYER # 13243034	05/01/2019
4021073422	SOLD TO # 13232687 PAYER # 13243034	05/01/2019
4021073499	SOLD TO # 13228085 PAYER # 13242165	05/01/2019
4021521776	SOLD TO # 13232687 PAYER # 13243034	05/08/2019
4021521788	SOLD TO # 13232664 PAYER # 13243034	05/08/2019
4021521790	SOLD TO # 13228085 PAYER # 13242165	05/08/2019
4021521805	SOLD TO # 13228849 PAYER # 13243034	05/08/2019
4021951009	SOLD TO # 13232687 PAYER # 13243034	05/15/2019
4021951019	SOLD TO # 13228849 PAYER # 13243034	05/15/2019
4021951064	SOLD TO # 13232664 PAYER # 13243034	05/15/2019
4021951264	SOLD TO # 13228085 PAYER # 13242165	05/15/2019
4021951348	SOLD TO: 13228013 PAYER # 13242157	05/15/2019

Payment Register

APPKT03137 - 6/10/19 a/p run

Account Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4022408871</u>	SOLD TO # 13232664 PAYER # 13243034	05/22/2019	06/10/2019	0.00	248.65
<u>4022408960</u>	SOLD TO # 13228849 PAYER # 13243034	05/22/2019	06/10/2019	0.00	415.75
<u>4022408973</u>	SOLD TO # 13232687 PAYER # 13243034	05/22/2019	06/10/2019	0.00	163.67
<u>4022409021</u>	SOLD TO # 13228085 PAYER # 13242165	05/22/2019	06/10/2019	0.00	88.43
<u>4022786375</u>	SOLD TO # 13232664 PAYER # 13243034	05/29/2019	06/10/2019	0.00	248.65
<u>4022796042</u>	SOLD TO # 13232687 PAYER # 13243034	05/29/2019	06/10/2019	0.00	163.67
<u>4022796113</u>	SOLD TO # 13228849 PAYER # 13243034	05/29/2019	06/10/2019	0.00	415.75

Vendor Number	Vendor Name			Total Vendor Amount	
<u>CINFIR</u>	CINTAS FAS LOCKBOX 636525			37.84	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 631025 CINCINNATI, Ohio 45263-1025	06/04/2019	37.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5013706197</u>	CUST # 0010344330 PAYER # 0010344330	05/21/2019	06/10/2019	0.00	86.92
<u>9051957660</u>	CUST # 10344330 RTE # LOC #041F ROUTE 0089	05/21/2019	05/21/2019	0.00	-214.53
<u>9051960680</u>	REBILL INV # 5012343396 CUST # 10344330	05/21/2019	06/10/2019	0.00	165.45

Vendor Number	Vendor Name			Total Vendor Amount	
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK			1,692.50	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		ATTORNEY AT LAW 174 S. GUADALUPE, SUITE 106 SAN MARCOS, Texas 78666	06/04/2019	1,692.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>11-FL-106</u>	CAUSE # 11-FL-106 A.L.P. A CHILD	05/23/2019	06/10/2019	0.00	682.50
<u>18-254 / 18-183</u>	CAUSE # 18-254 / 18-183 SHANE E. EDMONSTON	05/23/2019	06/10/2019	0.00	1,010.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>COLMAT</u>	COLORADO MATERIALS, LTD.			32,490.94	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 2109 SAN MARCOS, Texas 78667-2109	06/04/2019	32,490.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>269279</u>	CUST # 1405 SEAWILLOW RD	05/18/2019	06/10/2019	0.00	21,120.02
<u>269791</u>	CUST # 1405 SEAWILLOW RD	05/25/2019	06/10/2019	0.00	11,370.92

Vendor Number	Vendor Name			Total Vendor Amount	
<u>COUINN</u>	COUNTRY INNS & SUITES BY RADISSON			384.19	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		1705 N HIGHWAY 181 PORTLAND, Texas 78374-	06/04/2019	384.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>CONF # SV6R8LC</u>	MICHELLE ROGERS - 7/8 - 10/19	05/20/2019	06/10/2019	0.00	384.19

Vendor Number	Vendor Name			Total Vendor Amount	
<u>DANMCC</u>	DAN MCCORMACK			200.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		174 S. GUADALUPE SUITE 106 SAN MARCOS, Texas 78666	06/04/2019	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2692-18CC</u>	CAUSE # 2692-18CC A.L.A.	05/17/2019	06/10/2019	0.00	200.00

Vendor Number	Vendor Name			Total Vendor Amount	
<u>DARLAW</u>	DARLA LAW			256.36	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		738 YOUNG LANE LOCKHART, Texas 78644-3808	06/04/2019	256.36	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>52019</u>	MILEAGE FOR MAY 2019	05/29/2019	06/10/2019	0.00	256.36

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Vendor Number DAVIMEN	Vendor Name DAVID MENDOZA				Total Vendor Amount 500.00
Payment Type Check	Payment Number	Remittance Address MENDOZA LAW OFFICES, P.L.L.C., 608 S. GUADALUPE SAN MARCOS, Texas 78666	Payment Date 06/04/2019	Payment Amount 500.00	

Payable Number 2736-19CC	Description CAUSE # 2736-19CC T.A.	Payable Date 05/17/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 500.00
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Vendor Number DENENG	Vendor Name DENNIS ENGELKE				Total Vendor Amount 66.76
Payment Type Check	Payment Number	Remittance Address 110 MAIN STREET LOCKHART, Texas 78644-	Payment Date 06/04/2019	Payment Amount 66.76	

Payable Number 5222019	Description MAY TRAVEL	Payable Date 05/22/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 66.76
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Vendor Number DEWPOT	Vendor Name DEWITT POTH & SON				Total Vendor Amount 203.52
Payment Type Check	Payment Number	Remittance Address PO BOX 487 YOAKUM, Texas 77995	Payment Date 06/04/2019	Payment Amount 203.52	

Payable Number 567874-0	Description CUST # 12430 RESTOCKING FEE TICKET 564556	Payable Date 04/02/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 107.67
567923-0	CUST # 12430 STAPLER, ELEC, HI-VOL,	04/02/2019	06/10/2019	0.00	231.67
572393	CUST # 12430 5 7/8 SQ SIGN W/NAM EA	05/16/2019	06/10/2019	0.00	56.00
572788-0	CUST # 12430 ROUTE # 1000 JACKET, FILE, LTR, 2" E	05/20/2019	06/10/2019	0.00	58.60
572790-0	CUST # 12430 BOX, STOR / FILE, BASICD CT	05/20/2019	06/10/2019	0.00	174.44
572805-0	CUST# 12430 SPOTPAPER - LETTER CT	05/20/2019	06/10/2019	0.00	72.00
573405-0	CUST # 12430 PRCT # 2	05/28/2019	06/10/2019	0.00	41.52
C564556-0	CUST # 12430 HEADSETS - RETURNED	04/02/2019	06/10/2019	0.00	-538.38

Vendor Number E&RSUP	Vendor Name E & R SUPPLY CO., INC				Total Vendor Amount 360.00
Payment Type Check	Payment Number	Remittance Address 1717 S. CHADBOURNE SAN ANGELO, Texas 76903-	Payment Date 06/04/2019	Payment Amount 360.00	

Payable Number 216322	Description ACCT # 0023750 HYDRUALIC CYLINDER	Payable Date 05/15/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 360.00
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Vendor Number ELSLAC	Vendor Name ELSIE LACY				Total Vendor Amount 1,407.43
Payment Type Check	Payment Number	Remittance Address 1001 S. GUADALUPE ST. APT #514 LOCKHART, Texas 78644-	Payment Date 06/04/2019	Payment Amount 1,407.43	

Payable Number 42019	Description MARCH TRAVEL	Payable Date 05/17/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 310.19
50319	DIST 10 ROUND UP	05/17/2019	06/10/2019	0.00	493.78
51719	ROUNDUP 6/10-13/19	05/17/2019	06/10/2019	0.00	61.24
52519	REIMBURSEMENT FOR 5/23 -24/19	05/25/2019	06/10/2019	0.00	317.22
872726	2019 DIST 10 LEADERSHIP 6/24 - 26/19	05/09/2019	06/10/2019	0.00	225.00

Vendor Number ESMCHA	Vendor Name ESMERALDA CHAN				Total Vendor Amount 18.85
Payment Type Check	Payment Number	Remittance Address PO BOX 605 LULING, Texas 78648-0605	Payment Date 06/04/2019	Payment Amount 18.85	

Payable Number 53119	Description TRAVEL EXPENSES 4/2019 - 5/2019	Payable Date 05/31/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 18.85
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Vendor Number <u>FARBRO</u>	Vendor Name FARMER BROTHERS. CO.					Total Vendor Amount 517.72
Payment Type Check	Payment Number	Remittance Address PO BOX 732855 DALLAS, Texas 75373-2855	Payment Date 06/04/2019	Payment Amount 517.72		
Payable Number <u>69122637</u>	Description ACCT # 6302473 ICETEA/COFFEE	Payable Date 05/16/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 517.72	

Vendor Number <u>FERJOS</u>	Vendor Name FERRIS JOSEPH PRODUCE, INC.					Total Vendor Amount 1,118.13
Payment Type Check	Payment Number	Remittance Address 113 BUFKIN LN LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 1,118.13		
Payable Number <u>108704</u>	Description CILANTRO EA	Payable Date 05/11/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 114.68	
<u>108713</u>	BANANAS 40 LB CASE	05/13/2019	06/10/2019	0.00	176.00	
<u>108722</u>	25 LBS 6X6 COMBO TOMATOES	05/14/2019	06/10/2019	0.00	33.00	
<u>108730</u>	POTATOES 5/10 LB BAGGED RUSSETS	05/15/2019	06/10/2019	0.00	29.00	
<u>108745</u>	RED CABBAGE LB.	05/16/2019	06/10/2019	0.00	72.30	
<u>108750</u>	25 LBS 6X6 COMBO TOMATOES	05/17/2019	06/10/2019	0.00	215.10	
<u>108789</u>	ICEBERG 24 CT	05/18/2019	06/10/2019	0.00	97.00	
<u>108802</u>	ICEBERG 24 CT	05/20/2019	06/10/2019	0.00	70.00	
<u>108812</u>	ICEBERG 24 CT	05/21/2019	06/10/2019	0.00	46.50	
<u>108823</u>	BANANAS 40 LB CASE	05/22/2019	06/10/2019	0.00	57.50	
<u>108841</u>	RED CABBAGE 50 LB CASE	05/23/2019	06/10/2019	0.00	29.75	
<u>108845</u>	ICEBERG 24 CT	05/24/2019	06/10/2019	0.00	177.30	

Vendor Number <u>FUEMAN</u>	Vendor Name FLEETCOR TECHNOLOGIES, INC					Total Vendor Amount 13,782.25
Payment Type Check	Payment Number	Remittance Address P.O. BOX 70887 CHARLOTTE, North Carolina 28272-0887	Payment Date 06/04/2019	Payment Amount 13,782.25		
Payable Number <u>NP56151806</u>	Description ACCT # BG114286 4/2 - 5/26/19	Payable Date 05/27/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 13,782.25	

Vendor Number <u>FLEPRI</u>	Vendor Name FLEETPRIDE					Total Vendor Amount 56.00
Payment Type Check	Payment Number	Remittance Address PO BOX 847118 DALLAS, Texas 75284-7118	Payment Date 06/04/2019	Payment Amount 56.00		
Payable Number <u>27364988</u>	Description ACCT # 83215 NYLON PUSH-ON UNION 3/4	Payable Date 05/16/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 56.00	

Vendor Number <u>BUTBAK</u>	Vendor Name FLOWERS BAKING CO. OF SAN ANTONJO					Total Vendor Amount 622.80
Payment Type Check	Payment Number	Remittance Address P.O. BOX 841940 DALLAS, Texas 75284	Payment Date 06/04/2019	Payment Amount 622.80		
Payable Number <u>2038382463</u>	Description CUST # 0040078309 MIC 20 7" FL TOR	Payable Date 05/14/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 268.56	
<u>2038382578</u>	CUST # 00400783309 MIC 20 7" FL TOR	05/21/2019	06/10/2019	0.00	354.24	

Vendor Number <u>GABCUN</u>	Vendor Name GABRIEL CUNNION					Total Vendor Amount 50.00
Payment Type Check	Payment Number	Remittance Address 376 SPRUCE DRIVE KYLE, Texas 78640	Payment Date 06/04/2019	Payment Amount 50.00		
Payable Number <u>53119</u>	Description REIMBURSEMENT FOR POSTAGE STAMPS	Payable Date 05/31/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 50.00	

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Vendor Number <u>GLEWIL</u>	Vendor Name GLENN WILLIAMS					Total Vendor Amount 805.00
Payment Type Check	Payment Number	Remittance Address 9219 ANDERSON MILL RD # 1022 AUSTIN, Texas 78729-	Payment Date 06/04/2019	Payment Amount 805.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-FL-330 1</u>	CAUSE # 18-FL-330 T.C. / K.C.	05/23/2019	06/10/2019	0.00	175.00	
<u>19-FL-027 1</u>	CAUSE # 19-FL-027 G.H.G.	05/23/2019	06/10/2019	0.00	105.00	
<u>19-FL-146</u>	CAUSE # 19-FL-146 C.J.	05/23/2019	06/10/2019	0.00	525.00	

Vendor Number <u>GRAING</u>	Vendor Name GRAINGER					Total Vendor Amount 291.77
Payment Type Check	Payment Number	Remittance Address DEPT-841505548 PO BOX 419267 KANSAS CITY, Missouri 64141-6267	Payment Date 06/04/2019	Payment Amount 291.77		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9169019958</u>	ACCT # 841505548 216 HOOK LOCKING KEY CABINET, GR	05/08/2019	06/10/2019	0.00	52.79	
<u>9169284289</u>	ACCT # 841505548 CONSTRUCTION RECESSED HOUSING	05/08/2019	06/10/2019	0.00	18.67	
<u>9169546554</u>	ACCT # 841505548 GFCI RECEPTACLE, 15A, MANUAL RE	05/08/2019	06/10/2019	0.00	62.73	
<u>9174040825</u>	ACCT # 841505548 FLUORESCENT LINEAR LAMP	05/13/2019	06/10/2019	0.00	111.30	
<u>9174106097</u>	ACCT # 841505548 INSECT REPELLENT, 6 OZ, AEROSOL	05/13/2019	06/10/2019	0.00	17.65	
<u>9176798859</u>	ACCT # 841505548 PIPE INSULATION TAPE, 3 IN X 15	05/15/2019	06/10/2019	0.00	28.63	

Vendor Number <u>GRUELE</u>	Vendor Name GRUMBLES ELECTRIC CO.					Total Vendor Amount 1,200.00
Payment Type Check	Payment Number	Remittance Address PO BOX 160 STAPLES, Texas 78670	Payment Date 06/04/2019	Payment Amount 1,200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18 1248</u>	Bucket Truck - Building Maintenance	05/27/2019	06/10/2019	0.00	1,200.00	

Vendor Number <u>HANEQU</u>	Vendor Name HANSON EQUIPMENT					Total Vendor Amount 151.02
Payment Type Check	Payment Number	Remittance Address DOUGLAS D. SPILLMANN 1412 S. COLORADO LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 151.02		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>271413</u>	# CAL001 TIRE PATCH	05/01/2019	06/10/2019	0.00	16.83	
<u>271455</u>	METAL STEM .62 X 4-3/8"	05/02/2019	06/10/2019	0.00	80.19	
<u>271528</u>	# CAL001 MOUNTING / BALANCING	05/06/2019	06/10/2019	0.00	36.00	
<u>271551</u>	# CAL001 MOUNTING / BALANCING	05/07/2019	06/10/2019	0.00	18.00	

Vendor Number <u>HQLCAS</u>	Vendor Name HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					Total Vendor Amount 187,200.00
Payment Type Check	Payment Number	Remittance Address 5665 SOUTHEAST LOOP 410 SAN ANTONIO, Texas 78222-	Payment Date 06/04/2019	Payment Amount 187,200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>AGREEMENT # 232585</u>	ID # HLK036685 SERIAL #OTL500412 P.O. # 013-02	04/09/2019	06/10/2019	0.00	93,600.00	
<u>AGREEMENT # 237188</u>	CUST PO # 013-02 ID # HLK037347 SERIAL # OTL500442	04/09/2019	06/10/2019	0.00	93,600.00	

Vendor Number <u>INTBAT</u>	Vendor Name INTERSTATE BATTERIES-METRO AUSTIN					Total Vendor Amount 303.42
Payment Type Check	Payment Number	Remittance Address P.O. BOX 17187 AUSTIN, Texas 78744-	Payment Date 06/04/2019	Payment Amount 303.42		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>320034554</u>	ACCT # 3810 MTP-65	05/24/2019	06/10/2019	0.00	303.42	

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Vendor Number <u>JASBEL</u>	Vendor Name JASMYNE BELL					Total Vendor Amount 75.00
Payment Type Check	Payment Number	Remittance Address 1095 SPOKE HOLLOW RD LOCKHART, Texas 78644-	Payment Date 06/04/2019	Payment Amount 75.00		
Payable Number <u>5162019</u>	Description FOR DATE 5/16/19 & 5/09/19	Payable Date 05/16/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 75.00	

Vendor Number <u>FARPLA</u>	Vendor Name JOHN DEERE FINANCIAL					Total Vendor Amount 42.52
Payment Type Check	Payment Number	Remittance Address P.O. BOX 650215 DALLAS, Texas 75265-0215	Payment Date 06/04/2019	Payment Amount 42.52		
Payable Number <u>1905-032948</u>	Description ACCT # 1-99 DSPSBLE BUTANE LIGHTER	Payable Date 05/01/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 9.58	
Payable Number <u>1905-046619</u>	Description ACCT # 1-99 DEEP WOODS OFF DRY	Payable Date 05/22/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 32.94	

Vendor Number <u>JURPUB</u>	Vendor Name JURIS PUBLISHING, INC.					Total Vendor Amount 73.03
Payment Type Check	Payment Number	Remittance Address 71 NEW STREET HUNTINGTON, New York 11743	Payment Date 06/04/2019	Payment Amount 73.03		
Payable Number <u>646097-INV</u>	Description FRED WEBER -TEXAS SEARCH & SEIZURE, 7TH ED 2019	Payable Date 05/16/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 73.03	

Vendor Number <u>KEVLOW</u>	Vendor Name KEVIN LOW					Total Vendor Amount 50.00
Payment Type Check	Payment Number	Remittance Address 1105 PLUM STREET LOCKHART, Texas 78644-	Payment Date 06/04/2019	Payment Amount 50.00		
Payable Number <u>52819</u>	Description PA SERVICES PROVIDED FOR MEMORIAL DAY EVENT	Payable Date 05/28/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 50.00	

Vendor Number <u>KEYROB</u>	Vendor Name KEYLA ROBERTSON					Total Vendor Amount 1,442.00
Payment Type Check	Payment Number	Remittance Address 21175 STATE HWY 249, # 369 HOUSTON, Texas 77040-	Payment Date 06/04/2019	Payment Amount 1,442.00		
Payable Number <u>13-FL-183 1</u>	Description CAUSE # 13-FL-183 E.L.	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 483.00	
Payable Number <u>19-FL-074 1</u>	Description CAUSE # 19-FL-074 A.S.	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 77.00	
Payable Number <u>19-FL-104</u>	Description CAUSE # 19-FL-104 D.S.	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 497.00	
Payable Number <u>19-FL-228</u>	Description CAUSE # 19-FL-228 J.J.F.	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 385.00	

Vendor Number <u>KLEAND</u>	Vendor Name KLEON C. ANDREADIS					Total Vendor Amount 300.00
Payment Type Check	Payment Number	Remittance Address 608 W. 12TH STREET AUSTIN, Texas 78701-	Payment Date 06/04/2019	Payment Amount 300.00		
Payable Number <u>2013-202</u>	Description CAUSE # 2013-202 CHRISTINE ZUMWALT	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 300.00	

Vendor Number <u>L&LPOR</u>	Vendor Name L & L SEPTIC AND PORTABLE TOILETS					Total Vendor Amount 650.00
Payment Type Check	Payment Number	Remittance Address PO BOX 306 SAN MARCOS, Texas 78667	Payment Date 06/04/2019	Payment Amount 650.00		
Payable Number <u>662569</u>	Description SCHEDULED GREASE TRAP CLEANING & MAINT	Payable Date 05/15/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 650.00	

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Vendor Number <u>LAWENF</u>	Vendor Name LAW ENFORCEMENT SYSTEMS, INC.			Total Vendor Amount 400.00	
Payment Type Check	Payment Number	Remittance Address PO BOX 1835 CORSICANA, Texas 75110	Payment Date 06/04/2019	Payment Amount 400.00	
Payable Number <u>206803</u>	Description ACCT # 78644 TEXAS TRAFFIC TICKETS W/WARNINGS	Payable Date 05/16/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 400.00

Vendor Number <u>LELMOR</u>	Vendor Name LELTON WAYNE MORSE			Total Vendor Amount 270.00	
Payment Type Check	Payment Number	Remittance Address 413 WILKES HILL KINGSBURY, Texas 78638-	Payment Date 06/04/2019	Payment Amount 270.00	
Payable Number <u>52919</u>	Description LEADERSHIP LAB - TRAINING	Payable Date 05/29/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 225.00
<u>873045</u>	TRAVEL DATES 6/10 - 13/19	05/10/2019	06/10/2019	0.00	45.00

Vendor Number <u>THOLEFO</u>	Vendor Name LEON TRANSLATIONS			Total Vendor Amount 225.00	
Payment Type Check	Payment Number	Remittance Address THOMAS LEON 7200 ANAQUA DR. AUSTIN, Texas 78750	Payment Date 06/04/2019	Payment Amount 225.00	
Payable Number <u>19401</u>	Description CALDWELL CO JP # 1 CASE - SOCORRO GUTIERREZ	Payable Date 02/28/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 225.00

Vendor Number <u>CALPRE</u>	Vendor Name LIFELINE TRAINING			Total Vendor Amount 338.00	
Payment Type Check	Payment Number	Remittance Address P.O. BOX 3476 GLEN ELLYN, Illinois 60138-	Payment Date 06/04/2019	Payment Amount 338.00	
Payable Number <u>70690</u>	Description TABITHA CARROLL / BRANDI VINKLAREK 4/01/19 WALKIN	Payable Date 05/07/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 338.00

Vendor Number <u>LOCTRU</u>	Vendor Name LOCKHART HARDWARE			Total Vendor Amount 458.65	
Payment Type Check	Payment Number	Remittance Address 518 W SAN ANTONIO LOCKHART, Texas 78644-	Payment Date 06/04/2019	Payment Amount 458.65	
Payable Number <u>28560 /1</u>	Description CUST # 11239 FIXT EXT 1L-CLR-BL 4.5X6	Payable Date 05/08/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 37.26
<u>28645 /1</u>	CUST # 11239 2 X 4 X 8 PREMIUM SPF	05/14/2019	06/10/2019	0.00	15.96
<u>28658 /1</u>	CUST # 11239 RSTP VOCOILENM MEDGRY GL	05/15/2019	06/10/2019	0.00	31.99
<u>28670 /1</u>	CUST # 11239 CONNECTOR 4PORT YLW100PK	05/16/2019	06/10/2019	0.00	16.99
<u>28677 /1</u>	CUST # 11239 ARMOR ALL PROTCTNT WIPES	05/16/2019	06/10/2019	0.00	217.73
<u>28680 /1</u>	CUST # 11239 PAINT THINNER METAL QT	05/16/2019	06/10/2019	0.00	16.18
<u>28712 /1</u>	CUST # 11239 BATTERY AAA 16PK ENERGZR	05/20/2019	06/10/2019	0.00	48.97
<u>28819 /1</u>	CUST # 11239 C+K INT PP1 SG ULTRA GL	05/28/2019	06/10/2019	0.00	73.57

Vendor Number <u>LOCMOT</u>	Vendor Name LOCKHART MOTOR CO.,INC.			Total Vendor Amount 36.98	
Payment Type Check	Payment Number	Remittance Address P.O. BOX 208 LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 36.98	
Payable Number <u>T45608</u>	Description CUST # 3810 RETAINER	Payable Date 05/17/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 36.98

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Vendor Number	Vendor Name					Total Vendor Amount
JCOJAN	M.B. HAMMO ENTERPRISES, LLC					1,632.71
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		101 UHLAND RD. BLDG. C SAN MARCOS, Texas 78666		06/04/2019	1,632.71	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>6740</u>	TOILET PAPER REGULAR / ROSES	05/15/2019	06/10/2019	0.00	770.22
<u>6780</u>	TOILET PAPER REGULAR / ROSES	05/22/2019	06/10/2019	0.00	862.49

Vendor Number	Vendor Name					Total Vendor Amount
NEOFUN	MAILROOM FINANCE, INC					317.61
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		P.O. BOX 6813 CAROL STREAM, Illinois 60197-6813		06/04/2019	56.64	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>7790004913348413356200</u>	ACCT # 7900 0440 8010 9295	05/13/2019	06/10/2019	0.00	56.64
				06/04/2019	211.42

Check		P.O. BOX 6813 CAROL STREAM, Illinois 60197-6813				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>LOCKHART00000001041648</u>	ACCT # 7900 0440 8052 6951 4/30/19	05/12/2019	06/10/2019	0.00	211.42	
Check		P.O. BOX 6813 CAROL STREAM, Illinois 60197-6813		06/04/2019	49.55	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>LOCKHART00000001128223</u>	ACCT # 7900 0440 8038 5499 4/17 POSTAGE	05/15/2019	06/10/2019	0.00	49.55

Vendor Number	Vendor Name					Total Vendor Amount
MICLEE	MICHAEL M. LEE					650.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		P.O. BOX 354 SAN MARCOS, Texas 78667		06/04/2019	650.00	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>19-092</u>	CAUSE # 1-092 LENA FERGUSON	05/23/2019	06/10/2019	0.00	650.00

Vendor Number	Vendor Name					Total Vendor Amount
MICROD	MICHELLE RODGERS					153.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		7772 OLD COLONY LINE RD. DALE, Texas 78616		06/04/2019	153.00	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>52019</u>	TRAVEL ADVANCE FOR TRAINING 7/8-11/19	05/20/2019	06/10/2019	0.00	153.00

Vendor Number	Vendor Name					Total Vendor Amount
MOTSOL	MOTOROLA SOLUTIONS					702,386.86
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 404059 ATLANTA, Georgia 30384-4059		06/04/2019	702,386.86	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>41266913</u>	CUST # 1036173441 0006 PO # 013-03	05/14/2019	06/10/2019	0.00	368,221.44
<u>41267016</u>	ACCT # 1036173441 0006 PO # 013-02	05/16/2019	06/10/2019	0.00	334,165.42

Vendor Number	Vendor Name					Total Vendor Amount
NEOPOS	NEOPOST USA INC					322.30
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		DEPT. 3682 P.O. BOX 123682 DALLAS, Texas 75312-3682		06/04/2019	322.30	

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>N7722224</u>	CUST # 01054254 LEASE # N17031682 5/11 - 6/10/19	05/10/2019	06/10/2019	0.00	322.30

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Vendor Number	Vendor Name			Total Vendor Amount	
OFFIDE	OFFICE DEPOT			1,455.65	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 88040 CHICAGO, Illinois 60680-1040	06/04/2019	1,455.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>309695427001</u>	ACCT # 43682634 GE 76139 COIL CORD, 25FT	05/02/2019	06/10/2019	0.00	408.75
<u>31183657001</u>	ACCT # 43682634 SHREDDER, 17SHT, CONF CUT	05/07/2019	06/10/2019	0.00	266.89
<u>312622284001</u>	ACCT # 43682634 HEWLETT PACKARD, 952, CMYB	05/09/2019	06/10/2019	0.00	249.24
<u>313091413001</u>	ACCT # 43682634 PAPER, COPY XEROX 8.5 X 11	05/09/2019	06/10/2019	0.00	56.33
<u>313098896001</u>	ACCT # 43682634 TISSUE, KLENEX, FACE, 144 CT	05/09/2019	06/10/2019	0.00	20.68
<u>313396835001</u>	ACCT # 43682634 HEWLETT PACKARD, 564, CMYB	05/10/2019	06/10/2019	0.00	213.56
<u>313741353001</u>	ACCT # 43682634 PAPER	05/10/2019	06/10/2019	0.00	137.63
<u>313744963001</u>	ACCT # 43682634 PNCL, QK, CLICK, 9MM, TRAN	05/10/2019	06/10/2019	0.00	9.18
<u>317109008001</u>	ACCT # 43682634 CD-R, VERBATIM, SPINDLE, 10	05/20/2019	06/10/2019	0.00	93.39

Vendor Number	Vendor Name			Total Vendor Amount	
O'REIL	O'REILLY AUTOMOTIVE, INC.			1,225.59	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 9464 SPRINGFIELD, Missouri 65801-9464	06/04/2019	1,225.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0642-267271</u>	CUST # 188092 1GALBRAKEFLD	05/01/2019	06/10/2019	0.00	49.98
<u>0642-267506</u>	CUST # 188092 SQUEEGEE	05/02/2019	06/10/2019	0.00	140.70
<u>0642-267636</u>	CUST # 188092 SERVICE KIT	05/03/2019	06/10/2019	0.00	3.99
<u>0642-268363</u>	CUST # 188092 SHIFT TUBE	05/07/2019	06/10/2019	0.00	75.43
<u>0642-268384</u>	CUST # 188092 DISC BRK KIT	05/07/2019	06/10/2019	0.00	14.64
<u>0642-268859</u>	CUST # 188092 MUD FLAP	05/10/2019	06/10/2019	0.00	105.76
<u>0642-268862</u>	CUST # 188092 TOOL	05/10/2019	06/10/2019	0.00	12.78
<u>0642-269510</u>	CUST # 188092 RADIATOR	05/14/2019	06/10/2019	0.00	232.10
<u>0642-269543</u>	CUST # 188092 DISCONNECT	05/14/2019	06/10/2019	0.00	11.99
<u>0642-269810</u>	CUST# 188092 AIR DRYER	05/16/2019	06/10/2019	0.00	247.61
<u>0642-269968</u>	CUST # 188092 AIR DRYER	05/17/2019	06/10/2019	0.00	247.61
<u>0642-270010</u>	CUST # 188092 AIR DRYER	05/17/2019	05/17/2019	0.00	-347.61
<u>0642-270050</u>	CUST # 188092 7.5AMP BLADE	05/17/2019	06/10/2019	0.00	7.98
<u>0642-270667</u>	CUST # 188092 BLOWER MOWER	05/21/2019	06/10/2019	0.00	63.11
<u>0642-271154</u>	CUST # 188092 DORMAN OE SOLUTIONS	05/24/2019	06/10/2019	0.00	414.00
<u>0642-271244</u>	CUST # 188092 COOLANT HOSE	05/24/2019	05/24/2019	0.00	-54.48

Vendor Number	Vendor Name			Total Vendor Amount	
PATMAR	PATHMARK TRAFFIC PROD. OF TX INC			4,382.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 1066 SAN MARCOS, Texas 78667	06/04/2019	4,382.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2348</u>	S.O. # 2348 6FT YELLOW PLASTIC SPEED BUMP	05/16/2019	06/10/2019	0.00	2,388.00
<u>2451</u>	S.O. # 2451 6FT GALVANIZED CHANNEL POST	05/16/2019	06/10/2019	0.00	1,994.00

Vendor Number	Vendor Name			Total Vendor Amount	
PAUEVA	PAUL MATTHEW EVANS			1,207.98	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		P.O. BOX 660 LOCKHART, Texas 78644-	06/04/2019	1,207.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18_040</u>	CAUSE # 18-040 JOHN WILLIAMS	05/23/2019	06/10/2019	0.00	1,207.98

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Vendor Number PFGTEM	Vendor Name PFG-TEMPLE					Total Vendor Amount 5,274.45
Payment Type Check	Payment Number	Remittance Address P.O. BOX 951641 DALLAS, Texas 75395-1641	Payment Date 06/04/2019	Payment Amount 5,274.45		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9521700</u>	CUST # 435577 DRY GROCERY / FROZEN	05/13/2019	06/10/2019	0.00	1,347.70	
<u>9525656</u>	CUST # 435577 DRY GROCERY / FROZEN	05/16/2019	06/10/2019	0.00	1,426.32	
<u>9528668</u>	CUST # 435577 DRY GROCERY / FROZEN	05/20/2019	06/10/2019	0.00	1,348.21	
<u>9532988</u>	CUST # 435577 DRY GROCERY / FROZEN	05/23/2019	06/10/2019	0.00	1,152.22	

Vendor Number PRISQL	Vendor Name PRINTING SOLUTIONS					Total Vendor Amount 327.81
Payment Type Check	Payment Number	Remittance Address 113 E. SAN ANTONIO ST LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 327.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21763</u>	FORMS-NCR MOTION TO DISMISS DIST COURT	03/18/2019	06/10/2019	0.00	327.81	

Vendor Number RAYDEL	Vendor Name RAYMOND DELEON					Total Vendor Amount 13.57
Payment Type Check	Payment Number	Remittance Address 1102 4TH ST. LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 13.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>52419</u>	TRAVEL DATE 5/24/19	05/24/2019	06/10/2019	0.00	13.57	

Vendor Number REIPAT	Vendor Name REITPATH PATHOLOGY					Total Vendor Amount 30.00
Payment Type Check	Payment Number	Remittance Address 3445 EXECUTIVE CENTER DR AUSTIN, Texas 78731-1678	Payment Date 06/04/2019	Payment Amount 30.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>200420F1003573CBVR</u>	MOORE, KIMBERLEY DOB: 2/24/1963 ID: 460350021	04/27/2019	06/10/2019	0.00	30.00	

Vendor Number ROBHAE	Vendor Name ROBERT A HAEDGE					Total Vendor Amount 1,335.00
Payment Type Check	Payment Number	Remittance Address 1987 TUMBLEWEED TRAIL DALE, Texas 78616	Payment Date 06/04/2019	Payment Amount 1,335.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-167 / 18-168 / 18-169</u>	CAUSE # 18-167 / 18-168 / 18-169 ABEL ALVITER-PARD	05/15/2019	06/10/2019	0.00	1,335.00	

Vendor Number RUTCRA	Vendor Name RUTLEDGE CRAIN & COMPANY, PC					Total Vendor Amount 7,400.00
Payment Type Check	Payment Number	Remittance Address CERTIFIED PUBLIC ACCOUNTANTS 2401 GARDEN PARK COURT, SUITE B ARLINGTON, Texas 76013	Payment Date 06/04/2019	Payment Amount 7,400.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>190501</u>	FINAL INVOICE FOR YEAR ENDING 9/30/18	05/17/2019	06/10/2019	0.00	7,400.00	

Vendor Number SUSSCH	Vendor Name SCHOON LAW FIRM, PC					Total Vendor Amount 250.55
Payment Type Check	Payment Number	Remittance Address 208 CASTELL AVE, STE 1 NEW BRAUNFELS, Texas 78130	Payment Date 06/04/2019	Payment Amount 250.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10-071</u>	CAUSE # 10-071 DANIE DELEON	05/23/2019	06/10/2019	0.00	250.55	

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Vendor Number <u>SCOMER</u>	Vendor Name SCOTT-MERRIMAN, INC.				Total Vendor Amount 4,790.00
Payment Type Check	Payment Number <u>063371</u>	Remittance Address 2930 MERRELL RD DALLAS, Texas 75229	Payment Date 06/04/2019	Payment Amount 4,790.00	
Payable Number <u>063371</u>	Description Plat Cabinet - County Clerks Office	Payable Date 05/21/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 4,790.00

Vendor Number <u>REDAUT</u>	Vendor Name SEAN MATTHEW MANN				Total Vendor Amount 591.13
Payment Type Check	Payment Number <u>101324</u>	Remittance Address 204 NORTH COMMERCE LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 591.13	
Payable Number <u>101324</u>	Description CUST # 2010 PIGTAIL	Payable Date 05/14/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 19.79
<u>101330</u>	CUST # 2010 BRAKE MASTER CYLINDER	05/14/2019	06/10/2019	0.00	128.94
<u>101450</u>	ACCT # 2010 NAPA CABIN AIR FILTER	05/21/2019	06/10/2019	0.00	36.54
<u>101451</u>	ACCT # 2010 NAPA CABIN AIR FILTER	05/21/2019	06/10/2019	0.00	44.12
<u>101487</u>	ACCT # 2010 DIESEL EXST FLD 2.5 GA	05/22/2019	06/10/2019	0.00	255.84
<u>101563</u>	ACCT # 2010 NAPAGOLD OIL FILTER	05/24/2019	06/10/2019	0.00	105.90

Vendor Number <u>SECONE</u>	Vendor Name SECURITY ONE, INC				Total Vendor Amount 25.00
Payment Type Check	Payment Number <u>875936</u>	Remittance Address 716 W. BYRD BLVD UNIVERSAL CITY, Texas 78148	Payment Date 06/04/2019	Payment Amount 25.00	
Payable Number <u>875936</u>	Description CUST # 805335 JUNE 2019	Payable Date 06/01/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 25.00

Vendor Number <u>SMISUP</u>	Vendor Name SMITH SUPPLY CO.- LOCKHART				Total Vendor Amount 3,324.78
Payment Type Check	Payment Number <u>806559</u>	Remittance Address 1830 S. COLORADO LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 3,324.78	
Payable Number <u>806559</u>	Description SQUARE TUBE 1-1/2"X20"14G .083	Payable Date 04/12/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 64.90
<u>808506</u>	GALV FLAT WASHER 1/4	05/01/2019	06/10/2019	0.00	46.74
<u>808508</u>	POLY LEAF RAKE LP18	05/01/2019	06/10/2019	0.00	10.95
<u>808517</u>	72" X 40' METAL CULVERT	05/01/2019	06/10/2019	0.00	2,535.00
<u>808661</u>	HEX NUT FULL 5/16	05/02/2019	06/10/2019	0.00	40.00
<u>809137</u>	PHILLIPS PAN HEAD SMS 12 X 12	05/07/2019	06/10/2019	0.00	45.26
<u>809637</u>	ARCH 15" X 30' MTL CLVRT D1 16GA	05/13/2019	06/10/2019	0.00	435.00
<u>809885</u>	TRIM ROLLER MINI 4" NO-64	05/15/2019	06/10/2019	0.00	3.50
<u>809962</u>	BRASS MACH SCREW FH 6-32X1-1/2	05/15/2019	06/10/2019	0.00	11.86
<u>809964</u>	ERASER WEED & GRASS KILL	05/15/2019	06/10/2019	0.00	107.90
<u>810134</u>	SUNSCREEN/INSECT REP SPRAY 6 OZ	05/17/2019	06/10/2019	0.00	12.95
<u>810525</u>	FL ORNO LIN 1/4 LB	05/21/2019	06/10/2019	0.00	10.72

Vendor Number <u>SMILUL</u>	Vendor Name SMITH SUPPLY CO.-LULING				Total Vendor Amount 40.00
Payment Type Check	Payment Number <u>69509</u>	Remittance Address 1150 N. MAGNOLIA-N. 183 LULING, Texas 78648	Payment Date 06/04/2019	Payment Amount 40.00	
Payable Number <u>69509</u>	Description HEX NUT FULL 5/16	Payable Date 05/15/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 40.00

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Vendor Number SOUHEA	Vendor Name SOUTHERN HEALTH PARTNERS, INC.					Total Vendor Amount 12,567.61
Payment Type Check	Payment Number	Remittance Address 2030 HAMILTON PLACE BLVD., STE 140 CHATTANOOGA, Tennessee 37421-	Payment Date 06/04/2019	Payment Amount 12,567.61		

Payable Number <u>QCP13719</u>	Description CUST # CAL-7388 APRIL 2019 OCP COST POOL LIMITATI	Payable Date 05/02/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 12,567.61
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Vendor Number SOUTIR	Vendor Name SOUTHERN TIRE MART, LLC					Total Vendor Amount 428.00
Payment Type Check	Payment Number	Remittance Address DEPT.143 P.O. BOX 1000 MEMPHIS, Tennessee 38148-0143	Payment Date 06/04/2019	Payment Amount 428.00		

Payable Number <u>4650012393</u>	Description CUST # 280894 P235/60R17XL FR710 BW	Payable Date 05/24/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 428.00
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Vendor Number STAJAN	Vendor Name STACY M. JANUARY					Total Vendor Amount 595.00
Payment Type Check	Payment Number	Remittance Address 650 GOLFCREST DR., WINDCREST, Texas 78239-	Payment Date 06/04/2019	Payment Amount 595.00		

Payable Number <u>18-FL-207_3</u>	Description CAUSE # 18-FL-207 A.J.	Payable Date 05/23/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 280.00
<u>18-FL-441</u>	CAUSE # 18-FL-441 D.S.	05/23/2019	06/10/2019	0.00	315.00

Vendor Number STATEX	Vendor Name STATE BAR OF TEXAS					Total Vendor Amount 105.00
Payment Type Check	Payment Number	Remittance Address Accounting P.O. BOX 12487 AUSTIN, Texas 78711-2487	Payment Date 06/04/2019	Payment Amount 105.00		

Payable Number <u>SALES0000003455052</u>	Description CUST ID: 17933 BAR # 795713 WEBER, FRED HOWARD	Payable Date 05/10/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 105.00
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Vendor Number SYSCO	Vendor Name SYSCO CENTRAL TEXAS, INC					Total Vendor Amount 6,802.11
Payment Type Check	Payment Number	Remittance Address 1260 SCHWAB ROAD NEW BRAUNFELS, Texas 78132-5155	Payment Date 06/04/2019	Payment Amount 6,802.11		

Payable Number <u>313514653</u>	Description CHEMICAL & JANITORIAL	Payable Date 05/15/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 190.74
<u>313514654</u>	CUST # 043430 DAIRY/POULTRY/FROZEN/CAN & DRY	05/15/2019	06/10/2019	0.00	1,416.90
<u>313521194</u>	CUST # 043430 DAIRY/MEATS/FROZEN/CAN&DRY	05/17/2019	06/10/2019	0.00	1,713.44
<u>313533736</u>	CUST # 043430 CHEMICAL & JANITORIAL	05/22/2019	06/10/2019	0.00	286.67
<u>313533737</u>	CUST # 043430 DAIRY / MEATS / FROZEN/ CAN & DRY	05/22/2019	06/10/2019	0.00	1,166.04
<u>313539889</u>	CUST # 043430 CHEMICAL & JANITORIAL	05/24/2019	06/10/2019	0.00	280.98
<u>313539890</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN	05/24/2019	06/10/2019	0.00	1,747.34

Vendor Number TAHSTE	Vendor Name TAHLIA T. STEWART					Total Vendor Amount 3,927.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 1303 SAN MARCOS, Texas 78667-	Payment Date 06/04/2019	Payment Amount 3,927.00		

Payable Number <u>18-FL-250_7</u>	Description CAUSE # 18-FL-250 L.B.	Payable Date 05/10/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 3,927.00
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Vendor Number <u>TACDUE</u>	Vendor Name TEXAS ASSOCIATION OF COUNTIES				Total Vendor Amount 200.00
Payment Type Check	Payment Number	Remittance Address EDUCATION DEPARTMENT PO BOX 2711 SAN ANTONIO, Texas 78299-	Payment Date 06/04/2019	Payment Amount 200.00	

Payable Number <u>248660</u>	Description REF # R285796 & R289693	Payable Date 05/13/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 200.00
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Vendor Number <u>TACRIS</u>	Vendor Name TEXAS ASSOCIATION OF COUNTIES				Total Vendor Amount 69,400.00
Payment Type Check	Payment Number	Remittance Address RISK MANAGEMENT POOL P.O. BOX 2426 San Antonio, Texas 78298-9900	Payment Date 06/04/2019	Payment Amount 69,400.00	

Payable Number <u>25427</u>	Description COVERAGE # PR-0280-20190701-1 7/1/19 - 7/1/20	Payable Date 04/26/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 69,400.00
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Vendor Number <u>TDCAA</u>	Vendor Name TEXAS DISTRICT & COUNTY ATTORNEYS				Total Vendor Amount 400.00
Payment Type Check	Payment Number	Remittance Address ATTEN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	Payment Date 06/04/2019	Payment Amount 100.00	

Payable Number <u>00795713</u>	Description FRED WEBER - EVENT 7/19/19	Payable Date 05/30/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 100.00
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Check		Remittance Address ATTEN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	Payment Date 06/04/2019	Payment Amount 100.00	
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Payable Number <u>24037401</u>	Description BARBARA ROWAN - EVENT 7/19/19	Payable Date 05/30/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 100.00
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Check		Remittance Address ATTEN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	Payment Date 06/04/2019	Payment Amount 100.00	
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Payable Number <u>24066925</u>	Description RENEE CASTILLO-DE LA CRUZ - EVENT 7/19/19	Payable Date 05/30/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 100.00
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Check		Remittance Address ATTEN: KAYLENE BRADEN 505 W. 12TH ST., SUITE 100 AUSTIN, Texas 78701	Payment Date 06/04/2019	Payment Amount 100.00	
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Payable Number <u>24069371</u>	Description CASSANDRA BENOIST-TEMPLETON - EVENT 7/19/19	Payable Date 05/30/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 100.00
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Vendor Number <u>TEXSTAR</u>	Vendor Name TEXAS STAR FIRE SYSTEMS, LLC				Total Vendor Amount 2,500.00
Payment Type Check	Payment Number	Remittance Address 7433 PEABODY DRIVE AUSTIN, Texas 78729	Payment Date 06/04/2019	Payment Amount 2,500.00	

Payable Number <u>1763</u>	Description Texas Star Fire Alarm System Inspection - CCJC	Payable Date 05/02/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 2,500.00
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Vendor Number <u>TEXNOT</u>	Vendor Name TEXAS STATE NOTARY BUREAU				Total Vendor Amount 14.98
Payment Type Check	Payment Number	Remittance Address 4107 SOUTH FIRST STREET AUSTIN, Texas 78745	Payment Date 06/04/2019	Payment Amount 6.99	

Payable Number <u>FILE # 131997534 A</u>	Description KRISTI ANNA ARANDA SHIPPING	Payable Date 05/29/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 6.99
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Check		Remittance Address 4107 SOUTH FIRST STREET AUSTIN, Texas 78745	Payment Date 06/04/2019	Payment Amount 7.99	
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Payable Number <u>ORDER # 179243</u>	Description AMY TYNAN HORNE (SHIPPING FEE) FILE # 131972105	Payable Date 05/22/2019	Due Date 06/10/2019	Discount Amount 0.00	Payable Amount 7.99
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Vendor Number	Vendor Name					Total Vendor Amount
<u>ALEPRO</u>	TEXAS STATE UNIVERSITY					850.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1251 SADLER DRIVE, SUITE 200 SAN MARCOS, Texas 78666-	06/04/2019	850.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>61019</u>	SNIPER TRAINING	05/21/2019	06/10/2019	0.00	850.00	
<u>SANROB</u>	THE FINAL RIDE					185.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		SANDRA ROBINSON 600 SODA SPRINGS ROAD LULING, Texas 78648	06/04/2019	185.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>022413</u>	1 EXPIRED HORSE	05/20/2019	06/10/2019	0.00	185.00	
<u>RICHIC</u>	THE LAW OFFICE OF TREY HICKS, PLLC					1,615.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		201 S. LAUREL AVE. LULING, Texas 78648	06/04/2019	1,615.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16-028 / 19-008</u>	CAUSE # 16-028/19-008 GAYLAND ROSS ORTIZ	05/23/2019	06/10/2019	0.00	780.00	
<u>18-303</u>	CAUSE # 18-303 ERICK RUSSELL	05/28/2019	06/10/2019	0.00	835.00	
<u>TITDAT</u>	TITAN DATACOM, INC					189.97
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		4020 S. INDUSTRIAL DR., # 145 AUSTIN, Texas 78744-	06/04/2019	189.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>989437</u>	TROUBLESHOOT ISSUES WITH VOICEMAIL.	05/13/2019	06/10/2019	0.00	189.97	
<u>TRIMEC</u>	TRIAD MECHANICAL SERVICES, INC.					4,750.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		7001 HIGHWAY 183 SOUTH AUSTIN, Texas 78744	06/04/2019	4,750.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>200-0038</u>	PER QUOTATION TO REPAIR WATER MAIN LEAKS	05/21/2019	06/10/2019	0.00	4,750.00	
<u>TYLTEC</u>	TYLER TECHNOLOGIES, INC.					32,700.44
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 203556 DALLAS, Texas 75320-3556	06/04/2019	30,141.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-249264a</u>	CUST # 47804 TRAINING	01/30/2019	06/10/2019	0.00	2,000.00	
<u>025-253119</u>	CUST # 47804 MAINT PROGRAMS	04/01/2019	06/10/2019	0.00	28,141.47	
Check		P.O. BOX 203556 DALLAS, Texas 75320-3556	06/04/2019	804.07		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-253205</u>	CUST # 47804 MAINTENANCE END: 30/APR/2020	04/01/2019	06/10/2019	0.00	804.07	
Check		P.O. BOX 203556 DALLAS, Texas 75320-3556	06/04/2019	1,754.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-256613</u>	CUST # 47804 PROJECT ACCOUNTING MAINTENANCE	05/01/2019	06/10/2019	0.00	1,754.90	

Payment Register

APPKT03137 - 6/10/19 a/p run

Vendor Number UNIFIR	Vendor Name UNIFIRST CORPORATION			Total Vendor Amount 979.30
Payment Type Check	Payment Number	Remittance Address ATTENTION: ACCTS. RECEIVABLE 6000 BOLM ROAD AUSTIN, Texas 78721	Payment Date 06/04/2019	Payment Amount 979.30

<u>Payable Number</u>	<u>Description</u>	<u>Payable Date</u>	<u>Due Date</u>	<u>Discount Amount</u>	<u>Payable Amount</u>
<u>822 2151456 C</u>	CUST # 222727 RTE # G6580 PRCT # 3	12/26/2018	12/26/2018	0.00	-42.73
<u>822 2186020</u>	CUST # 222727 RTE # G6580 PRCT # 3	04/12/2019	06/10/2019	0.00	42.73
<u>822 2188268</u>	CUST # 222727 RTE # G6580 PRCT # 3	04/19/2019	06/10/2019	0.00	42.73
<u>822 2196991</u>	CUST # 222727 RTE # F6140 SHERIFF'S OFFICE	05/17/2019	06/10/2019	0.00	65.01
<u>822 2197055</u>	CUST # 222727 RTE # F6110 COURT HOUSE	05/17/2019	06/10/2019	0.00	238.97
<u>822 2197403</u>	CUST # 222727 RTE # F2900 PRCT # 2	05/20/2019	06/10/2019	0.00	46.91
<u>822 2199265</u>	CUST # 222727 RTE # F6140 SHERIFF'S	05/24/2019	06/10/2019	0.00	65.01
<u>822 2199324</u>	CUST # 222727 RTE # F6110 COURT HOUSE	05/24/2019	06/10/2019	0.00	238.97
<u>822 2199525</u>	CUST # 222727 RTE # G6580 RTE # 3	05/24/2019	06/10/2019	0.00	42.73
<u>822 2201617</u>	CUST # 222727 RTE # F6110 COURT HOUSE	05/31/2019	06/10/2019	0.00	238.97

Vendor Number VALGUT	Vendor Name VALERIA DENISSE GUTIERREZ			Total Vendor Amount 90.00
Payment Type Check	Payment Number	Remittance Address 806 3RD ST LOCKHART, Texas 78644	Payment Date 06/04/2019	Payment Amount 90.00

<u>Payable Number</u>	<u>Description</u>	<u>Payable Date</u>	<u>Due Date</u>	<u>Discount Amount</u>	<u>Payable Amount</u>
<u>51619</u>	FOR 5/09/19 & 5/16/19	05/15/2019	06/10/2019	0.00	90.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	254	107	0.00	1,180,719.32
Packet Totals:		254	107	0.00	1,180,719.32

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-1,180,719.32
Packet Totals:		<u>-1,180,719.32</u>



Caldwell County, TX

Expense Approval Register
Packet: APPKT03137 - 6/10/19 a/p run

Table with 6 columns: Vendor Name, Payable Number, Description (Item), Account Name, Account Number, Amount. Includes sub-totals for Department 2120, 2130, 2140, and 3200.

Expense Approval Register

Packet: APPKT03137 - 6/10/19 a/p run

Vendor Name	Payable Number	Description (item)	Account Name	Account Number	Amount
CARD SERVICE CENTER	52619	CARD ENDS W/1237	JUROR EXPENSE	001-3230-4820	30.46
CARD SERVICE CENTER	52619	CARD ENDS W/1237	MISCELLANEOUS	001-3230-4850	240.00
THE LAW OFFICE OF TREY HI	18-303	CAUSE # 18-303 ERICK RUSS	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
THE LAW OFFICE OF TREY HI	18-303	CAUSE # 18-303 ERICK RUSS	ADULT - INDIGENT ATTORNE	001-3230-4160	825.00
BOVIK & MEREDITH P.C.	18-FL-250 1	CAUSE # 18-FL-250 L.B.	ADULT - ATTY LITIGATION EX	001-3230-4080	67.91
BOVIK & MEREDITH P.C.	18-FL-250 1	CAUSE # 18-FL-250 L.B.	ADULT - INDIGENT ATTORNE	001-3230-4160	3,395.00
				Department 3230 - DISTRICT JUDGE Total:	24,644.40
Department : 3240 - COUNTY COURT LAW					
DAN MCCORMACK	2692-18CC	CAUSE # 2692-18CC A.L.A.	JUVENILE - INDIGENT ATTOR	001-3240-4180	200.00
DAVID MENDOZA	2736-19CC	CAUSE # 2736-19CC T.A.	JUVENILE - INDIGENT ATTOR	001-3240-4180	500.00
CARD SERVICE CENTER	52619	CARD ENDS W/1237	MISCELLANEOUS	001-3240-4850	240.00
OFFICE DEPOT	313091413001	ACCT # 43682634 PAPER, C	OFFICE SUPPLIES	001-3240-3110	56.33
OFFICE DEPOT	313098896001	ACCT # 43682634 TISSUE, KL	OFFICE SUPPLIES	001-3240-3110	20.68
				Department 3240 - COUNTY COURT LAW Total:	1,017.01
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
LEON TRANSLATIONS	19401	CALDWELL CO JP # 1 CASE -	PROFESSIONAL SERVICES	001-3251-4110	225.00
DEWITT POTH & SON	567874-0	CUST # 12430 RESTOCKING F	OFFICE SUPPLIES	001-3251-3110	107.67
DEWITT POTH & SON	C564556-0	CUST # 12430 HEADSETS - RE	OFFICE SUPPLIES	001-3251-3110	-538.38
				Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:	-205.71
Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2					
TEXAS STATE NOTARY BURE	ORDER # 179243	AMY TYNAN HORNE (SHIPPI	OFFICE SUPPLIES	001-3252-3110	7.99
DEWITT POTH & SON	573405-0	CUST # 12430 PRCT # 2	OFFICE SUPPLIES	001-3252-3110	41.52
				Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:	49.51
Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3					
DEWITT POTH & SON	567923-0	CUST # 12430 STAPLER, ELE	OFFICE SUPPLIES	001-3253-3110	231.67
GABRIEL CUNNION	53119	REIMBURSEMENT FOR POST	POSTAGE	001-3253-3120	50.00
				Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:	281.67
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
RAYMOND DELEON	52419	TRAVEL DATE 5/24/19	TRANSPORTATION	001-3254-4260	13.57
				Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:	13.57
Department : 4300 - COUNTY SHERIFF					
OFFICE DEPOT	313396835001	ACCT # 43682634 HEWLETT	OPERATING SUPPLIES	001-4300-3130	213.56
MAILROOM FINANCE, INC	LOCKHART00000001041648	ACCT # 7900 0440 8052 695	OPERATING SUPPLIES	001-4300-3130	211.42
CHISHOLM TRAIL VETERINAR	17916	STRAY HORSE	PROFESSIONAL SERVICES	001-4300-4110	460.40
OFFICE DEPOT	309695427001	ACCT # 43682634 GE 76139	OPERATING SUPPLIES	001-4300-3130	408.75
THE FINAL RIDE	022413	1 EXPIRED HORSE	OPERATING SUPPLIES	001-4300-3130	185.00
OFFICE DEPOT	317109008001	ACCT # 43682634 CD-R, VER	OPERATING SUPPLIES	001-4300-3130	93.39
MICHELLE RODGERS	52019	TRAVEL ADVANCE FOR TRAI	TRAINING	001-4300-4810	153.00
COUNTRY INNS & SUITES BY	CONF # SV6R8LC	MICHELLE ROGERS - 7/8 - 10	TRAINING	001-4300-4810	384.19
TEXAS STATE UNIVERSITY	61019	SNIPER TRAINING	TRAINING	001-4300-4810	850.00
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4300-4260	8,709.70
OFFICE DEPOT	312622284001	ACCT # 43682634 HEWLETT	OPERATING SUPPLIES	001-4300-3130	249.24
				Department 4300 - COUNTY SHERIFF Total:	11,918.65
Department : 4310 - COUNTY JAIL					
FERRIS JOSEPH PRODUCE, IN	108704	CILANTRO EA	FOOD SUPPLIES	001-4310-3100	114.68
FERRIS JOSEPH PRODUCE, IN	108713	BANANAS 40 LB CASE	FOOD SUPPLIES	001-4310-3100	176.00
GRAINGER	9174040825	ACCT # 841505548 FLUORES	REPAIRS & MAINTENANCE	001-4310-4510	111.30
GRAINGER	9174106097	ACCT # 841505548 INSECT R	REPAIRS & MAINTENANCE	001-4310-4510	17.65
PFG-TEMPLE	9521700	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,347.70
FERRIS JOSEPH PRODUCE, IN	108722	25 LBS 6X6 COMBO TOMAT	FOOD SUPPLIES	001-4310-3100	33.00
AERODYNAMICS AIRCONDITI	1170	SHERIFFS OFFICE SEG UNIT	REPAIRS & MAINTENANCE	001-4310-4510	1,030.00
FLOWERS BAKING CO. OF SA	2038382463	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	268.56
FERRIS JOSEPH PRODUCE, IN	108730	POTATOES 5/10 LB BAGGED	FOOD SUPPLIES	001-4310-3100	29.00
SYSCO CENTRAL TEXAS, INC	313514653	CHEMICAL & JANITORIAL	OPERATING SUPPLIES	001-4310-3130	190.74
SYSCO CENTRAL TEXAS, INC	313514654	CUST # 043430 DAIRY/POUL	FOOD SUPPLIES	001-4310-3100	1,259.63
SYSCO CENTRAL TEXAS, INC	313514654	CUST # 043430 DAIRY/POUL	OPERATING SUPPLIES	001-4310-3130	157.27
L & L SEPTIC AND PORTABLE	662569	SCHEDULED GREASE TRAP C	REPAIRS & MAINTENANCE	001-4310-4510	650.00
M.B. HAMMO ENTERPRISES,	6740	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	770.22

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GRAINGER	9176798859	ACCT # 841505548 PIPE INS	REPAIRS & MAINTENANCE	001-4310-4510	28.63
FERRIS JOSEPH PRODUCE, IN	108745	RED CABBAGE LB.	FOOD SUPPLIES	001-4310-3100	72.30
FARMER BROTHERS. CO.	69122637	ACCT # 6302473 ICETEA/CO	FOOD SUPPLIES	001-4310-3100	517.72
PFG-TEMPLE	9525656	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,426.32
FERRIS JOSEPH PRODUCE, IN	108750	25 LBS 6X6 COMBO TOMAT	FOOD SUPPLIES	001-4310-3100	215.10
SYSCO CENTRAL TEXAS, INC	313521194	CUST # 043430 DAIRY/MEA	FOOD SUPPLIES	001-4310-3100	1,586.27
SYSCO CENTRAL TEXAS, INC	313521194	CUST # 043430 DAIRY/MEA	OPERATING SUPPLIES	001-4310-3130	127.17
UNIFIRST CORPORATION	822 2196991	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
FERRIS JOSEPH PRODUCE, IN	108789	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	97.00
SOUTHERN HEALTH PARTNE	OCP13719	CUST # CAL-7388 ARPIL 201	PROFESSIONAL SERVICES	001-4310-4110	12,567.61
FERRIS JOSEPH PRODUCE, IN	108802	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	70.00
4 SQUARE COMMUNICATIO	3790	CAMERA OUT REC YARD 2	REPAIRS & MAINTENANCE	001-4310-4510	565.00
PFG-TEMPLE	9528668	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,348.21
FERRIS JOSEPH PRODUCE, IN	108812	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	46.50
TRIAD MECHANICAL SERVICE	200-0038	PER QUOTATION TO REPAIR	REPAIRS & MAINTENANCE	001-4310-4510	4,750.00
FLOWERS BAKING CO. OF SA	2038382578	CUST# 00400783309 MIC 20	FOOD SUPPLIES	001-4310-3100	354.24
FERRIS JOSEPH PRODUCE, IN	108823	BANANAS 40 LB CASE	FOOD SUPPLIES	001-4310-3100	57.50
SYSCO CENTRAL TEXAS, INC	313533736	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	286.67
SYSCO CENTRAL TEXAS, INC	313533737	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,166.04
M.B. HAMMO ENTERPRISES,	6780	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	862.49
FERRIS JOSEPH PRODUCE, IN	108841	RED CABBAGE 50 LB CASE	FOOD SUPPLIES	001-4310-3100	29.75
PFG-TEMPLE	9532988	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	-29.52
PFG-TEMPLE	9532988	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,181.74
FERRIS JOSEPH PRODUCE, IN	108845	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	177.30
SYSCO CENTRAL TEXAS, INC	313539889	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	280.98
SYSCO CENTRAL TEXAS, INC	313539890	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	-17.49
SYSCO CENTRAL TEXAS, INC	313539890	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,764.83
UNIFIRST CORPORATION	822 2199265	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
CARD SERVICE CENTER	52619	CARD ENDS W/1237	TRAINING	001-4310-4810	833.75
CARD SERVICE CENTER	52619	CARD ENDS W/1237	TRAINING	001-4310-4810	833.75
CARD SERVICE CENTER	52619	CARD ENDS W/1237	MACHINERY AND EQUIPME	001-4310-5310	2,529.00
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4310-4260	1,311.05
4 SQUARE COMMUNICATIO	3797	REPLACE BATTERIES IN UPS/	REPAIRS & MAINTENANCE	001-4310-4510	741.60
LIFELINE TRAINING	70690	TABITHA CARROLL / BRANDI	TRAINING	001-4310-4810	338.00
GRAINGER	9169546554	ACCT # 841505548 GFCI REC	REPAIRS & MAINTENANCE	001-4310-4510	62.73
Department 4310 - COUNTY JAIL Total:					42,468.01
Department : 4321 - CONSTABLES - PCT 1					
LAW ENFORCEMENT SYSTE	206803	ACCT # 78644 TEXAS TRAFFI	OFFICE SUPPLIES	001-4321-3110	400.00
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4321-4260	543.32
Department 4321 - CONSTABLES - PCT 1 Total:					943.32
Department : 4322 - CONSTABLES - PCT 2					
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4322-4260	486.42
OFFICE DEPOT	311836557001	ACCT # 43682634 SHREDDE	OFFICE SUPPLIES	001-4322-3110	249.99
Department 4322 - CONSTABLES - PCT 2 Total:					736.41
Department : 4323 - CONSTABLES - PCT 3					
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4323-4260	589.23
Department 4323 - CONSTABLES - PCT 3 Total:					589.23
Department : 4324 - CONSTABLES - PCT 4					
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-4324-4260	290.66
Department 4324 - CONSTABLES - PCT 4 Total:					290.66
Department : 6510 - NON-DEPARTMENTAL					
TYLER TECHNOLOGIES, INC.	025-249264a	CUST # 47804 TRAINING	PROFESSIONAL SERVICES	001-6510-4110	2,000.00
TYLER TECHNOLOGIES, INC.	025-253119	CUST # 47804 MAINT PROGR	COMPUTER SUPPORT	001-6510-4185	28,141.47
TYLER TECHNOLOGIES, INC.	025-253205	CUST # 47804 MAINTENANC	COMPUTER SUPPORT	001-6510-4185	804.07
TEXAS ASSOCIATION OF COU	25427	COVERAGE # PR 0280-20190	INSURANCE	001-6510-4845	69,400.00
TYLER TECHNOLOGIES, INC.	025-256613	CUST # 47804 PROJECT ACC	COMPUTER SUPPORT	001-6510-4185	1,754.90
NEOPOST USA INC	N7722224	CUST # 01054254 LEASE # N	RENTALS	001-6510-4610	322.30
CENTRAL TEXAS AUTOPSY, P	12767	CTA 391-18: GERARDO FABE	AUTOPSY	001-6510-4123	2,100.00
MAILROOM FINANCE, INC	LOCKHART00000001128223	ACCT # 7900 0440 8038 549	OFFICE SUPPLIES	001-6510-3110	49.55

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
RUTLEDGE CRAIN & COMPA	190501	FINAL INVOICE FOR YEAR EN	PROFESSIONAL SERVICES	001-6510-4110	7,400.00
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	MISCELLANEOUS	001-6510-4850	120.74
Department 6510 - NON-DEPARTMENTAL Total:					112,093.03
Department : 6520 - BUILDING MAINTENANCE					
UNIFIRST CORPORATION	822 2151456 C	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
UNIFIRST CORPORATION	822 2186020	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
UNIFIRST CORPORATION	822 2188268	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
JOHN DEERE FINANCIAL	1905-032948	ACCT # 1-99 DSPSBL E BUTA	REPAIRS & MAINTENANCE	001-6520-4510	9.58
LOCKHART HARDWARE	28645 /1	CUST # 11239 2 X 4 X 8 PRE	CALDWELL CO. COURTHOUS	001-6520-5120	15.96
LOCKHART HARDWARE	28658 /1	CUST # 11239 RSTP VOCCOIL	JUDICIAL CENTER-LOCKHART	001-6520-3550	31.99
CINTAS CORPORATION #86	4021951348	SOLD TO: 13228013 PAYER #	UNIFORMS	001-6520-3140	126.66
SMITH SUPPLY CO.- LOCKHA	809885	TRIM ROLLER MINI 4" NO-6	JUDICIAL CENTER-LOCKHART	001-6520-3550	3.50
SMITH SUPPLY CO.- LOCKHA	809962	BRASS MACH SCREW FH 6-3	REPAIRS & MAINTENANCE	001-6520-4510	11.86
SMITH SUPPLY CO.- LOCKHA	809964	ERASER WEED & GRASS KILL	REPAIRS & MAINTENANCE	001-6520-4510	107.90
LOCKHART HARDWARE	28670 /1	CUST # 11239 CONNECTOR	BUILDING MAINTENANCE-LO	001-6520-3600	16.99
LOCKHART HARDWARE	28677 /1	CUST # 11239 ARMOR ALL P	REPAIRS & MAINTENANCE	001-6520-4510	217.73
LOCKHART HARDWARE	28680 /1	CUST # 11239 PAINT THINNE	JUDICIAL CENTER-LOCKHART	001-6520-3550	16.18
SMITH SUPPLY CO.- LOCKHA	810134	SUNSCREEN/INSECT REP SPR	REPAIRS & MAINTENANCE	001-6520-4510	12.95
UNIFIRST CORPORATION	822 2197055	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
TEXAS STAR FIRE SYSTEMS, L	1763	April 2019 Annual Fire Alarm	JUDICIAL CENTER-LOCKHART	001-6520-3550	850.00
TEXAS STAR FIRE SYSTEMS, L	1763	April 2019 Annual Backflow	JUDICIAL CENTER-LOCKHART	001-6520-3550	250.00
TEXAS STAR FIRE SYSTEMS, L	1763	April 2019 Annual Dry Fire S	JUDICIAL CENTER-LOCKHART	001-6520-3550	675.00
TEXAS STAR FIRE SYSTEMS, L	1763	April 2019 Annual Wet Fire S	JUDICIAL CENTER-LOCKHART	001-6520-3550	725.00
LOCKHART HARDWARE	28712 /1	CUST # 11239 BATTERY AAA	REPAIRS & MAINTENANCE	001-6520-4510	48.97
UNIFIRST CORPORATION	822 2197403	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
UNIFIRST CORPORATION	822 2199324	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
UNIFIRST CORPORATION	822 2199525	CUST # 222727 RTE # G6580	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
CARD SERVICE CENTER	52619	CARD ENDS W/1237	MARKET ST. ANNEX-LOCKHA	001-6520-3530	214.78
CARD SERVICE CENTER	52619	CARD ENDS W/1237	JP1/DRC BUILDING-LOCKHA	001-6520-3560	115.89
GRUMBLES ELECTRIC CO.	18-1248	Bucket Truck & Labor Only	JUDICIAL CENTER-LOCKHART	001-6520-3550	1,200.00
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-6520-4260	445.65
UNIFIRST CORPORATION	822 2201617	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
LOCKHART HARDWARE	28560 /1	CUST # 11239 FIXT EXT 1L-C	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	37.26
GRAINGER	9169019958	ACCT # 841505548 216 HOO	REPAIRS & MAINTENANCE	001-6520-4510	52.79
GRAINGER	9169284289	ACCT # 841505548 CONSTR	REPAIRS & MAINTENANCE	001-6520-4510	18.67
SECURITY ONE, INC	875936	CUST # 805335 JUNE 2019	JP3 SIMON BUILDING-MAXW	001-6520-3500	25.00
Department 6520 - BUILDING MAINTENANCE Total:					6,079.59
Department : 6550 - ELECTIONS					
CARD SERVICE CENTER	52619	CARD ENDS W/1237	TRAINING	001-6550-4810	201.38
Department 6550 - ELECTIONS Total:					201.38
Department : 6560 - COMMISSIONERS COURT					
OFFICE DEPOT	313741353001	ACCT # 43682634 PAPER	OFFICE SUPPLIES	001-6560-3110	34.99
OFFICE DEPOT	313744963001	ACCT # 43682634 PNCL, QK,	OFFICE SUPPLIES	001-6560-3110	9.18
CARD SERVICE CENTER	52619	CARD ENDS W/1237	TRAINING	001-6560-4810	306.40
TEXAS STATE NOTARY BURE	FILE # 131997534 A	KRISTIANNA ARANDA	OFFICE SUPPLIES	001-6560-3110	6.99
ESMERALDA CHAN	53119	TRAVEL EXPENSES 4/2019 - 5	TRANSPORTATION	001-6560-4260	18.85
Department 6560 - COMMISSIONERS COURT Total:					376.41
Department : 6570 - VETERAN SERVICE OFFICER					
AL DOS SANTOS	52819	REIMBURSEMENT FOR GIFT	OFFICE SUPPLIES	001-6570-3110	80.00
KEVIN LOW	52819	PA SERVICES PROVIDED FOR	OFFICE SUPPLIES	001-6570-3110	50.00
Department 6570 - VETERAN SERVICE OFFICER Total:					130.00
Department : 6590 - PURCHASING					
OFFICE DEPOT	311836557001	ACCT # 43682634 SHREDDE	OFFICE SUPPLIES	001-6590-3110	16.90
Department 6590 - PURCHASING Total:					16.90
Department : 6600 - ENG. & SUBDIVISION					
BOWMAN CONSULTING GR	271504	PROJ # 070004-01-001 SUBD	Professional Services	001-6600-4110	2,950.00
BOWMAN CONSULTING GR	271508	PROJ # 070004-22-002 LYTT	Professional Services	001-6600-4110	150.00
BOWMAN CONSULTING GR	271515	PROJ # 070004-68-001 HART	Professional Services	001-6600-4110	450.00

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
BOWMAN CONSULTING GR	271517	PROJ # 070004-72-001 SIER	Professional Services	001-6600-4110	450.00
BOWMAN CONSULTING GR	271520	PROJ # 070004-77-001 FAMI	Professional Services	001-6600-4110	450.00
BOWMAN CONSULTING GR	271521	PROJ # 070004-80-001 ROG	Professional Services	001-6600-4110	375.00
BOWMAN CONSULTING GR	271522	PROJ # 070004-81-001 ALEX	Professional Services	001-6600-4110	1,200.00
Department 6600 - ENG. & SUBDIVISION Total:					6,025.00
Department : 6610 - IT-TECHNOLOGY					
TITAN DATACOM, INC	989437	TROUBLESHOOT ISSUES WIT	Outside Services	001-6610-4840	205.65
TITAN DATACOM, INC	989437	TROUBLESHOOT ISSUES WIT	Outside Services	001-6610-4840	-15.68
Department 6610 - IT-TECHNOLOGY Total:					189.97
Department : 6630 - GRANT WRITING/ADMIN					
DENNIS ENGELKE	5222019	MAY TRAVEL	TRANSPORTATION	001-6630-4260	66.76
Department 6630 - GRANT WRITING/ADMIN Total:					66.76
Department : 6640 - CODE INVESTIGATOR					
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-6640-4260	254.23
Department 6640 - CODE INVESTIGATOR Total:					254.23
Department : 6650 - EMERG MGNT / HOMELAND SEC					
OFFICE DEPOT	313741353001	ACCT # 43682634 PAPER	OFFICE SUPPLIES	001-6650-3110	102.64
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-6650-4260	648.04
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					750.68
Department : 7610 - SANITATION DEPARTMENT					
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-7610-4260	40.94
Department 7610 - SANITATION DEPARTMENT Total:					40.94
Department : 7630 - INDIGENT HEALTH CARE					
REITPATH PATHOLOGY	200420F1003573CBVR	MOORE, KIMBERLEY DOB: 2	1115 WAIVER PAYMENTS	001-7630-4155	30.00
Department 7630 - INDIGENT HEALTH CARE Total:					30.00
Department : 8700 - COUNTY AGENT					
LELTON WAYNE MORSE	873045	TRAVEL DATES 6/10 - 13/19	TRANSPORTATION	001-8700-4260	45.00
CARL R. OHLENDORF INSURA	16964	POLICY # 15005395 ACCT # C	OFFICE SUPPLIES	001-8700-3110	50.00
ELSIE LACY	42019	MARCH TRAVEL	MILEAGE REIMB- ADH DEMO	001-8700-4251	310.19
ELSIE LACY	50319	DIST 10 ROUND UP	MILEAGE REIMB- ADH DEMO	001-8700-4251	224.14
ELSIE LACY	50319	DIST 10 ROUND UP	TRANSPORTATION	001-8700-4260	269.64
ELSIE LACY	51719	ROUNDUP 6/10-13/19	MILEAGE REIMB- ADH DEMO	001-8700-4251	61.24
DEWITT POTH & SON	572805-0	CUST# 12430 SPOTPAPER - L	OFFICE SUPPLIES	001-8700-3110	72.00
ELSIE LACY	52519	REIMBURSEMENT FOR 5/23	MILEAGE REIMB- ADH DEMO	001-8700-4251	264.11
ELSIE LACY	52519	REIMBURSEMENT FOR 5/23	TRANSPORTATION	001-8700-4260	53.11
FLEETCOR TECHNOLOGIES, I	NP56151806	ACCT # BG114286 4/2 - 5/2	TRANSPORTATION	001-8700-4260	163.71
LELTON WAYNE MORSE	52919	LEADERSHIP LAB - TRAINING	TRAINING	001-8700-4810	225.00
ELSIE LACY	872726	2019 DIST 10 LEADERSHIP 6/	MILEAGE REIMB- ADH DEMO	001-8700-4251	225.00
Department 8700 - COUNTY AGENT Total:					1,963.14
Fund 001 - GENERAL FUND Total:					213,804.80
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
SMITH SUPPLY CO.- LOCKHA	806559	SQUARE TUBE 1-1/2"X20"14	OPERATING SUPPLIES	002-1101-3130	64.90
HANSON EQUIPMENT	271413	# CAL001 TIRE PATCH	TIRES	002-1101-3190	16.83
CINTAS CORPORATION #86	4021073346	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4021073358	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	415.75
CINTAS CORPORATION #86	4021073422	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	163.67
SMITH SUPPLY CO.- LOCKHA	808506	GALV FLAT WASHER 1/4	OPERATING SUPPLIES	002-1101-3130	46.74
SMITH SUPPLY CO.- LOCKHA	808508	POLY LEAF RAKE LP18	OPERATING SUPPLIES	002-1101-3130	10.95
SMITH SUPPLY CO.- LOCKHA	808517	72" X 40' METAL CULVERT	CULVERT PIPE	002-1101-3116	2,535.00
BRAUNTEX MATERIALS, INC.	101350	ACCT # 1600 1700 FM 2720	FLEX BASE MATERIALS	002-1101-3143	11,307.00
BRAUNTEX MATERIALS, INC.	101351	ACCT # 1600 UNIT ROAD SY	FLEX BASE MATERIALS	002-1101-3143	11,106.06
SMITH SUPPLY CO.- LOCKHA	809637	ARCH 15" X 30' MTL CLVRT D	CULVERT PIPE	002-1101-3116	435.00
CINTAS CORPORATION #86	4021951009	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	163.67
CINTAS CORPORATION #86	4021951019	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	415.75
CINTAS CORPORATION #86	4021951064	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	253.20
SMITH SUPPLY CO.-LULING	69509	HEX NUT FULL 5/16	OPERATING SUPPLIES	002-1101-3130	40.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PATHMARK TRAFFIC PROD.	2348	S.O. # 2348 6FT YELLOW PL	SIGNS	002-1101-3181	2,388.00
PATHMARK TRAFFIC PROD.	2451	S.O. # 2451 6FT GALVANIZED	SIGNS	002-1101-3181	1,994.00
COLORADO MATERIALS, LTD.	269279	CUST # 1405 SEAWILLOW RD	AGGREGATE / GRAVEL	002-1101-3153	21,120.02
HANSON EQUIPMENT	271455	METAL STEM .62 X 4-3/8"	TIRES	002-1101-3190	80.19
SMITH SUPPLY CO.- LOCKHA	808661	HEX NUT FULL 5/16	OPERATING SUPPLIES	002-1101-3130	40.00
CINTAS FAS LOCKBOX 63652	5013706197	CUST # 0010344330 PAYER #	RENTALS	002-1101-4610	86.92
SMITH SUPPLY CO.- LOCKHA	810525	FL ORNO LIN 1/4 LB	OPERATING SUPPLIES	002-1101-3130	10.72
CINTAS FAS LOCKBOX 63652	9051957660	CUST # 10344330 RTE # LOC	RENTALS	002-1101-4610	-214.53
CINTAS FAS LOCKBOX 63652	9051960680	REBILL INV # 5012343396 CU	RENTALS	002-1101-4610	165.45
JOHN DEERE FINANCIAL	1905-046619	ACCT # 1-99 DEEP WOODS O	OPERATING SUPPLIES	002-1101-3130	32.94
CINTAS CORPORATION #86	4022408871	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4022408960	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	415.75
CINTAS CORPORATION #86	4022408973	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	163.67
COLORADO MATERIALS, LTD.	269791	CUST # 1405 SEAWILLOW RD	AGGREGATE / GRAVEL	002-1101-3153	11,370.92
CINTAS CORPORATION #86	4022786375	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4022796042	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	163.67
CINTAS CORPORATION #86	4022796113	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	415.75
HANSON EQUIPMENT	271528	# CAL001 MOUNTING / BAL	TIRES	002-1101-3190	36.00
HANSON EQUIPMENT	271551	# CAL001 MOUNTING / BAL	TIRES	002-1101-3190	18.00
SMITH SUPPLY CO.- LOCKHA	809137	PHILLIPS PAN HEAD SMS 12	OPERATING SUPPLIES	002-1101-3130	45.26
CINTAS CORPORATION #86	4021521776	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	163.67
CINTAS CORPORATION #86	4021521788	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4021521805	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	415.75
				Department 1101 - ADMINISTRATION Total:	66,881.27

Department : 1102 - VEHICLE MAINTENANCE

O'REILLY AUTOMOTIVE, INC.	0642-267271	CUST # 188092 1GALBRAKE	SUPPLIES & SMALL TOOLS	002-1102-3136	49.98
O'REILLY AUTOMOTIVE, INC.	0642-268859	CUST # 188092 MUD FLAP	SUPPLIES & SMALL TOOLS	002-1102-3136	105.76
O'REILLY AUTOMOTIVE, INC.	0642-268862	CUST # 188092 TOOL	SUPPLIES & SMALL TOOLS	002-1102-3136	12.78
O'REILLY AUTOMOTIVE, INC.	0642-269510	CUST # 188092 RADIATOR	SUPPLIES & SMALL TOOLS	002-1102-3136	232.10
O'REILLY AUTOMOTIVE, INC.	0642-269543	CUST # 188092 DISCONNEC	SUPPLIES & SMALL TOOLS	002-1102-3136	11.99
SEAN MATTHEW MANN	101324	REGIHG	SUPPLIES & SMALL TOOLS	002-1102-3136	19.79
SEAN MATTHEW MANN	101330	CUST # 2010 BRAKE MASTE	SUPPLIES & SMALL TOOLS	002-1102-3136	128.94
E & R SUPPLY CO., INC	216322	ACCT # 0023750 HYDRUALIC	SUPPLIES & SMALL TOOLS	002-1102-3136	360.00
O'REILLY AUTOMOTIVE, INC.	0642-269810	CUST# 188092 AIR DRYER	SUPPLIES & SMALL TOOLS	002-1102-3136	247.61
FLEETPRIDE	27364988	ACCT # 83215 NYLON PUSH-	SUPPLIES & SMALL TOOLS	002-1102-3136	56.00
O'REILLY AUTOMOTIVE, INC.	0642-269968	CUST # 188092 AIR DRYER	SUPPLIES & SMALL TOOLS	002-1102-3136	247.61
O'REILLY AUTOMOTIVE, INC.	0642-270010	CUST # 188092 AIR DRYER	SUPPLIES & SMALL TOOLS	002-1102-3136	-347.61
O'REILLY AUTOMOTIVE, INC.	0642-270050	CUST # 188092 7.5AMP BLA	SUPPLIES & SMALL TOOLS	002-1102-3136	7.98
CAPITOL AUTO PARTS	07MD7992	CUST # L310 EPA BATTERY F	SUPPLIES & SMALL TOOLS	002-1102-3136	400.99
O'REILLY AUTOMOTIVE, INC.	0642-267506	CUST # 188092 SQUEEGEE	SUPPLIES & SMALL TOOLS	002-1102-3136	140.70
O'REILLY AUTOMOTIVE, INC.	0642-270667	CUST # 188092 BLOWER M	SUPPLIES & SMALL TOOLS	002-1102-3136	63.11
SEAN MATTHEW MANN	101450	ACCT # 2010 NAPA CABIN AI	SUPPLIES & SMALL TOOLS	002-1102-3136	36.54
SEAN MATTHEW MANN	101451	ACCT # 2010 NAPA CABIN AI	SUPPLIES & SMALL TOOLS	002-1102-3136	44.12
SEAN MATTHEW MANN	101487	ACCT # 2010 DIESEL EXST FLD	SUPPLIES & SMALL TOOLS	002-1102-3136	255.84
O'REILLY AUTOMOTIVE, INC.	0642-271154	CUST # 188092 DORMAN O	SUPPLIES & SMALL TOOLS	002-1102-3136	414.00
O'REILLY AUTOMOTIVE, INC.	0642-271244	CUST # 188092 COOLANT H	SUPPLIES & SMALL TOOLS	002-1102-3136	-54.48
SEAN MATTHEW MANN	101563	ACCT # 2010 NAPAGOLD OIL	SUPPLIES & SMALL TOOLS	002-1102-3136	105.90
O'REILLY AUTOMOTIVE, INC.	0642-267636	CUST # 188092 SERVICE KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	3.99
O'REILLY AUTOMOTIVE, INC.	0642-268363	CUST # 188092 SHIFT TUBE	SUPPLIES & SMALL TOOLS	002-1102-3136	75.43
O'REILLY AUTOMOTIVE, INC.	0642-268384	CUST # 188092 DISC BRK KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	14.64
CAPITOL AUTO PARTS	07MD3396	CUST # L310 BEARING	SUPPLIES & SMALL TOOLS	002-1102-3136	127.01
				Department 1102 - VEHICLE MAINTENANCE Total:	2,760.72

Department : 1103 - FLEET MAINTENANCE

CINTAS CORPORATION #86	4021073499	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
CAPITOL AUTO PARTS	07MD6949	CUST # L10358 CHERRY GEL	OPERATING SUPPLIES	002-1103-3135	19.69
CINTAS CORPORATION #86	4021951264	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
CAPITOL AUTO PARTS	07MD8048	CUST # L10358 ANCO 31 - S	OPERATING SUPPLIES	002-1103-3135	171.73
CAPITOL AUTO PARTS	07MD8223	CUST# L	OPERATING SUPPLIES	002-1103-3135	20.18
CAPITOL AUTO PARTS	07MD8328	CUST # L10358 SHOCK	OPERATING SUPPLIES	002-1103-3135	305.24
LOCKHART MOTOR CO.,INC.	T45608	CUST # 3810 RETAINER	OPERATING SUPPLIES	002-1103-3135	36.98

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CAPITOL AUTO PARTS	07MD1641	CUST # L10358 ANCO 31 - S	OPERATING SUPPLIES	002-1103-3135	89.75
CAPITOL AUTO PARTS	07MD8954	CUST # L10358 ANCO 31 - S	OPERATING SUPPLIES	002-1103-3135	5.83
CINTAS CORPORATION #86	4022409021	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
CAPITOL AUTO PARTS	07ME0727	CUST# L10358 ON-OFF TOG	OPERATING SUPPLIES	002-1103-3135	5.20
CAPITOL AUTO PARTS	07ME0921	CUST # L10358 BENDIX PRE	OPERATING SUPPLIES	002-1103-3135	241.46
INTERSTATE BATTERIES-MET	320034554	ACCT # 3810 MTP-65	OPERATING SUPPLIES	002-1103-3135	303.42
SOUTHERN TIRE MART, LLC	4650012393	CUST # 280894 P235/60R17	TIRES	002-1103-3190	428.00
CAPITOL AUTO PARTS	07MD2025	CUST # L10358 BRAKE MAST	OPERATING SUPPLIES	002-1103-3135	133.04
CAPITOL AUTO PARTS	07MD2120	CUST # L10358 JOHNSEN'S B	OPERATING SUPPLIES	002-1103-3135	36.78
CAPITOL AUTO PARTS	07MD2317	CUST # L10358 BELT TENSIO	OPERATING SUPPLIES	002-1103-3135	124.14
CAPITOL AUTO PARTS	07MD3897	CUST # L10358 AIR FILTER -	OPERATING SUPPLIES	002-1103-3135	247.21
CINTAS CORPORATION #86	4021521790	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
Department 1103 - FLEET MAINTENANCE Total:					2,522.37
Fund 002 - UNIT ROAD FUND Total:					72,164.36

Fund: 003 - RECORDS PRESERVATION FUND
Department : 3000 - COUNTY CLERK EXP

SCOTT-MERRIMAN, INC.	063371	1 Enduro No. 200 Plat Cabin	BINDING	003-3000-5615	4,790.00
Department 3000 - COUNTY CLERK EXP Total:					4,790.00
Fund 003 - RECORDS PRESERVATION FUND Total:					4,790.00

Fund: 010 - GRANT FUND
Department : 4323 - CONSTABLES - PCT 3

VALERIA DENISSE GUTIERRE	51619	FOR 5/09/19 & 5/16/19	Operating Expenses	010-4323-4515	45.00
VALERIA DENISSE GUTIERRE	51619	FOR 5/09/19 & 5/16/19	Operating Expenses	010-4323-4515	45.00
JASMYNE BELL	5162019	FOR DATE 5/16/19 & 5/09/1	Operating Expenses	010-4323-4515	30.00
JASMYNE BELL	5162019	FOR DATE 5/16/19 & 5/09/1	Operating Expenses	010-4323-4515	45.00
Department 4323 - CONSTABLES - PCT 3 Total:					165.00
Fund 010 - GRANT FUND Total:					165.00

Fund: 013 - CAPITAL PROJECTS FUND
Department : 1101 - ADMINISTRATION

HOLT TEXAS, LTD., A DIVISIO	AGREEMENT # 232585	ID # HLK036685 SERIAL #OTL	MACHINERY AND EQUIPME	013-1101-5310	93,600.00
HOLT TEXAS, LTD., A DIVISIO	AGREEMENT # 237188	CUST PO # 013-02 ID # HLKO	MACHINERY AND EQUIPME	013-1101-5310	93,600.00
MOTOROLA SOLUTIONS	41266913	CUST # 1036173441 0006 P	MACHINERY AND EQUIPME	013-1101-5310	368,221.44
MOTOROLA SOLUTIONS	41267016	ACCT # 1036173441 0006	MACHINERY AND EQUIPME	013-1101-5310	334,165.42
Department 1101 - ADMINISTRATION Total:					889,586.86
Department : 4300 - COUNTY SHERIFF					
CARD SERVICE CENTER	52619	CARD ENDS W/1237	Front Office Upgrades	013-4300-5245	134.73
LOCKHART HARDWARE	28819 /1	CUST # 11239 C+K INT PP1 S	Front Office Upgrades	013-4300-5245	73.57
Department 4300 - COUNTY SHERIFF Total:					208.30
Fund 013 - CAPITAL PROJECTS FUND Total:					889,795.16
Grand Total:					1,180,719.32

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	213,804.80
002 - UNIT ROAD FUND	72,164.36
003 - RECORDS PRESERVATION FUND	4,790.00
010 - GRANT FUND	165.00
013 - CAPITAL PROJECTS FUND	889,795.16
Grand Total:	1,180,719.32

Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	25.64
001-1370	POSTAGE INVENTORY	56.64
001-2120-2070	EMPLOYEE BONDING	75.00
001-2120-3110	OFFICE SUPPLIES	56.00
001-2120-4810	TRAINING	1,078.60
001-2130-3110	OFFICE SUPPLIES	58.60
001-2140-4260	TRANSPORTATION	256.36
001-3200-3110	OFFICE SUPPLIES	502.25
001-3200-4260	TRANSPORTATION	152.92
001-3200-4315	PUBLICATIONS	178.03
001-3200-4810	TRAINING	400.00
001-3230-4011	ADMINISTRATIVE EXPEN	6,747.50
001-3230-4080	ADULT - ATTY LITIGATIO	105.89
001-3230-4160	ADULT - INDIGENT ATTO	17,520.55
001-3230-4820	JUROR EXPENSE	30.46
001-3230-4850	MISCELLANEOUS	240.00
001-3240-3110	OFFICE SUPPLIES	77.01
001-3240-4180	JUVENILE - INDIGENT AT	700.00
001-3240-4850	MISCELLANEOUS	240.00
001-3251-3110	OFFICE SUPPLIES	-430.71
001-3251-4110	PROFESSIONAL SERVICE	225.00
001-3252-3110	OFFICE SUPPLIES	49.51
001-3253-3110	OFFICE SUPPLIES	231.67
001-3253-3120	POSTAGE	50.00
001-3254-4260	TRANSPORTATION	13.57
001-4300-3130	OPERATING SUPPLIES	1,361.36
001-4300-4110	PROFESSIONAL SERVICE	460.40
001-4300-4260	TRANSPORTATION	8,709.70
001-4300-4810	TRAINING	1,387.19
001-4310-3100	FOOD SUPPLIES	13,292.38
001-4310-3130	OPERATING SUPPLIES	2,805.56
001-4310-4110	PROFESSIONAL SERVICE	12,567.61
001-4310-4260	TRANSPORTATION	1,311.05
001-4310-4510	REPAIRS & MAINTENAN	7,956.91
001-4310-4810	TRAINING	2,005.50
001-4310-5310	MACHINERY AND EQUIP	2,529.00
001-4321-3110	OFFICE SUPPLIES	400.00
001-4321-4260	TRANSPORTATION	543.32
001-4322-3110	OFFICE SUPPLIES	249.99
001-4322-4260	TRANSPORTATION	486.42
001-4323-4260	TRANSPORTATION	589.23
001-4324-4260	TRANSPORTATION	290.66
001-6510-3110	OFFICE SUPPLIES	49.55
001-6510-4110	PROFESSIONAL SERVICE	9,400.00
001-6510-4123	AUTOPSY	2,100.00
001-6510-4185	COMPUTER SUPPORT	30,700.44
001-6510-4610	RENTALS	322.30
001-6510-4845	INSURANCE	69,400.00
001-6510-4850	MISCELLANEOUS	120.74
001-6520-3140	UNIFORMS	126.66

Account Summary

Account Number	Account Name	Expense Amount
001-6520-3500	JP3 SIMON BUILDING-M	110.46
001-6520-3510	LULING ANNEX	46.91
001-6520-3530	MARKET ST. ANNEX-LOC	214.78
001-6520-3540	L.W.SCOTT ANNEX-LOCK	37.26
001-6520-3550	JUDICIAL CENTER-LOCK	3,751.67
001-6520-3560	JP1/DRC BUILDING-LOC	115.89
001-6520-3600	BUILDING MAINTENANC	16.99
001-6520-4260	TRANSPORTATION	445.65
001-6520-4510	REPAIRS & MAINTENAN	480.45
001-6520-5120	CALDWELL CO. COURTH	732.87
001-6550-4810	TRAINING	201.38
001-6560-3110	OFFICE SUPPLIES	51.16
001-6560-4260	TRANSPORTATION	18.85
001-6560-4810	TRAINING	306.40
001-6570-3110	OFFICE SUPPLIES	130.00
001-6590-3110	OFFICE SUPPLIES	16.90
001-6600-4110	Professional Services	6,025.00
001-6610-4840	Outside Services	189.97
001-6630-4260	TRANSPORTATION	66.76
001-6640-4260	TRANSPORTATION	254.23
001-6650-3110	OFFICE SUPPLIES	102.64
001-6650-4260	TRANSPORTATION	648.04
001-7610-4260	TRANSPORTATION	40.94
001-7630-4155	1115 WAIVER PAYMENT	30.00
001-8700-3110	OFFICE SUPPLIES	122.00
001-8700-4251	MILEAGE REIMB- ADH D	1,084.68
001-8700-4260	TRANSPORTATION	531.46
001-8700-4810	TRAINING	225.00
002-1101-2140	UNIFORMS	4,144.90
002-1101-3116	CULVERT PIPE	2,970.00
002-1101-3130	OPERATING SUPPLIES	291.51
002-1101-3143	FLEX BASE MATERIALS	22,413.06
002-1101-3153	AGGREGATE / GRAVEL	32,490.94
002-1101-3181	SIGNS	4,382.00
002-1101-3190	TIRES	151.02
002-1101-4610	RENTALS	37.84
002-1102-3136	SUPPLIES & SMALL TOO	2,760.72
002-1103-2140	UNIFORMS	353.72
002-1103-3135	OPERATING SUPPLIES	1,740.65
002-1103-3190	TIRES	428.00
003-3000-5615	BINDING	4,790.00
010-4323-4515	Operating Expenses	165.00
013-1101-5310	MACHINERY AND EQUIP	889,586.86
013-4300-5245	Front Office Upgrades	208.30
	Grand Total:	1,180,719.32

Project Account Summary

Project Account Key	Expense Amount
None	1,180,719.32
Grand Total:	1,180,719.32

- 2. Ratify re-occurring County payments in the amount of**
 - A. \$290,655.24 (Payroll 5/12/19 –5/25/19);
Backup 20**

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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve 5/12/2019 - 5/25/2019 Pay Roll in the amount of \$290,655.24

1. Costs:

Actual Cost or Estimated Cost \$ 290,655.24

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

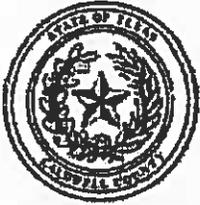
	Name	Representing	Title
(1)	Judge Haden		
(2)			
(3)			

3. Backup Materials:

None To Be Distributed 20 total # of backup pages (including this page)

4. [Signature]
Signature of Court Member

6/6/2019
Date



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT01305 - 051219 thru 052519 Payroll Process Pay Date 053119
 Payroll Set: 01 - Payroll Set 01

Pay Period: 05/12/2019 - 05/25/2019

Department: 1000 - Courthouse Security

Total Direct Deposits: 9,380.62
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stpend w/RET	0.00	16.15
Hourly	564.00	10,597.71
OT	6.00	164.04
S	4.00	89.64
Uniform	0.00	200.00
Vacation	72.00	1,312.29
Total:	646.00	12,379.83

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,378.19	853.39	0.00
MC	11,997.20	173.97	173.97
SS	11,997.20	743.84	743.84
Unemployment	12,242.54	0.00	0.00
Total:		1,771.20	917.81

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,379.83	619.01	536.05
550	0.00	137.29	0.00
580	0.00	7.65	0.00
590	0.00	158.75	1,602.30
595	0.00	14.32	0.00
615	0.00	72.27	0.00
620	0.00	218.72	0.00
Total:		1,228.01	2,138.35

RECAP 1000 - Courthouse Security

Earnings:	12,379.83	Benefits:	0.00	Deductions:	1,228.01	Taxes:	1,771.20	Net Pay:	9,380.62
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Department: 1101 - Unit Road

Total Direct Deposits: 23,369.08
 Total Check Amounts: 2,096.09

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	1,532.00	26,689.30
OT	2.00	55.08
S	120.52	2,132.92
SAL	1.00	1,853.15
Vacation	187.48	3,313.53
Total:	1,843.00	34,110.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	31,029.74	2,515.92	0.00
MC	32,735.28	474.67	474.67
SS	32,735.28	2,029.59	2,029.59
Unemployment	33,957.82	0.00	0.00
Total:	5,020.18	2,504.26	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	34,110.90	1,705.54	1,477.01
530	0.00	0.00	0.00
550	0.00	153.08	0.00
551	0.00	68.00	0.00
580	0.00	15.30	0.00
590	0.00	983.02	7,044.12
595	0.00	19.34	0.00
610	0.00	0.00	0.00
615	0.00	152.18	0.00
Bankruptcy	0.00	529.09	0.00
Total:	3,625.55	8,521.13	

RECAP 1101 - Unit Road

Earnings: 34,110.90 Benefits: 0.00 Deductions: 3,625.55 Taxes: 5,020.18 Net Pay: 25,465.17

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 980.54
 Total Check Amounts: 2,391.75

EARNINGS

Pay Code	Units	Pay Amount
Hourly	133.50	2,433.32
S	46.11	817.19
Vacation	60.39	1,044.50
Total:	240.00	4,295.01

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,031.14	332.51	0.00
MC	4,245.89	61.57	61.57
SS	4,245.89	263.24	263.24
Unemployment	4,282.04	0.00	0.00
Total:	657.32	324.81	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,295.01	214.75	185.97
550	0.00	12.97	0.00
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	952.38
615	0.00	16.15	0.00
Total:	265.40	1,138.35	

RECAP 1102 - Vehicle Maintenance

Earnings: 4,295.01 Benefits: 0.00 Deductions: 265.40 Taxes: 657.32 Net Pay: 3,372.29

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,251.18
 Total Check Amounts: 1,157.89

EARNINGS

Pay Code	Units	Pay Amount
Hourly	160.00	2,982.82
Total:	160.00	2,982.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,817.48	179.94	0.00
MC	2,966.62	43.01	43.01
SS	2,966.62	183.93	183.93
Unemployment	2,982.82	0.00	0.00
Total:	406.88	226.94	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,982.82	149.14	129.16
580	0.00	1.53	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	166.87	764.08	

RECAP 1103 - Fleet Maintenance

Earnings:	2,982.82	Benefits:	0.00	Deductions:	166.87	Taxes:	406.88	Net Pay:	2,409.07
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Department: 2120 - County Treasurer

Total Direct Deposits: 2,638.18
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	75.50	1,456.60
S	4.50	86.82
SAL	1.00	1,848.25
Total:	81.00	3,391.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,102.93	209.82	0.00
MC	3,312.51	48.03	48.03
SS	3,312.51	205.37	205.37
Unemployment	3,391.67	0.00	0.00
Total:	463.22	253.40	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,391.67	169.58	146.86
520	0.00	40.00	0.00
551	0.00	44.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	634.92
595	0.00	2.86	0.00
615	0.00	32.30	0.00
Total:	290.27	781.78	

RECAP 2120 - County Treasurer

Earnings:	3,391.67	Benefits:	0.00	Deductions:	290.27	Taxes:	463.22	Net Pay:	2,638.18
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Department: 2130 - County Auditor

Total Direct Deposits: 5,764.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	205.50	4,273.98
OT	8.00	241.36
S	10.50	367.84
SAL	-17.00	2,384.62
Vacation	42.00	986.95
Total:	249.00	8,254.75

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,209.00	826.31	0.00
MC	7,821.74	113.42	113.42
SS	7,821.74	484.95	484.95
Unemployment	8,223.85	0.00	0.00
Total:	1,424.68	598.37	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,254.75	412.74	357.42
520	0.00	200.00	0.00
550	0.00	30.90	0.00
551	0.00	192.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	967.38
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	48.50	0.00
Total:	1,065.77	1,324.80	

RECAP 2130 - County Auditor

Earnings: 8,254.75 Benefits: * 0.00 Deductions: 1,065.77 Taxes: 1,424.68 Net Pay: 5,764.30

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 5,291.76
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	302.50	5,005.26
LWOP	80.00	0.00
S	9.50	170.16
SAL	1.00	1,829.82
Vacation	8.00	128.07
Total:	401.00	7,133.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,404.72	581.18	0.00
MC	6,891.38	99.92	99.92
SS	6,891.38	427.27	427.27
Unemployment	5,289.87	0.00	0.00
Total:	1,108.37	527.19	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,133.31	356.66	308.86
520	0.00	130.00	0.00
550	0.00	13.62	0.00
551	0.00	34.00	0.00
580	0.00	4.59	0.00
590	0.00	158.75	1,919.76
595	0.00	20.06	0.00
615	0.00	15.50	0.00
Total:	733.18	2,228.62	

RECAP 2140 - Tax Assessor-Collector

Earnings: 7,133.31 Benefits: 0.00 Deductions: 733.18 Taxes: 1,108.37 Net Pay: 5,291.76

Department: 2150 - County Clerk

Total Direct Deposits: 9,374.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	9.00	141.82
Hourly	569.50	9,072.34
S	39.06	620.16
SAL	1.00	1,868.45
Vacation	22.44	363.67
Total:	641.00	12,066.44

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,062.46	710.30	0.00
MC	11,725.77	170.03	170.03
SS	11,725.77	727.00	727.00
Unemployment	11,974.38	0.00	0.00
Total:	1,607.33	897.03	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,066.44	603.31	522.49
520	0.00	60.00	0.00
540	0.00	41.05	0.00
550	0.00	92.06	0.00
551	0.00	159.60	0.00
580	0.00	12.24	0.00
590	0.00	0.00	2,539.68
595	0.00	8.58	0.00
610	0.00	27.00	0.00
615	0.00	80.43	0.00
Total:	1,084.27	3,062.17	

RECAP 2150 - County Clerk

Earnings:	12,066.44	Benefits:	0.00	Deductions:	1,084.27	Taxes:	1,607.33	Net Pay:	9,374.84
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Department: 3000 - County Clerk

Total Direct Deposits: 948.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	75.75	1,230.29
S	4.25	69.02
Total:	80.00	1,299.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,033.57	0.00	0.00
MC	1,098.54	15.93	15.93
SS	1,098.54	58.11	58.11
Unemployment	1,299.31	0.00	0.00
Total:	84.04	84.04	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,299.31	64.97	56.26
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	267.27	388.72	

RECAP 3000 - County Clerk

Earnings:	1,299.31	Benefits:	0.00	Deductions:	267.27	Taxes:	84.04	Net Pay:	948.00
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Department: 3200 - District Attorney

Total Direct Deposits: 19,821.30
 Total Check Amounts: 146.60

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
DA Supplement	0.00	151.67
FLOAT	8.00	315.62
Hourly	614.00	11,721.62
Longevity w/RET	0.00	204.62
LWOP	24.81	0.00
S	69.84	2,191.77
SAL	-33.00	11,387.77
Vacation	41.35	1,332.38
Total:	725.00	27,321.60

TAXES

Code	Subject To	Employee	Employer
Federal W/H	24,682.19	2,704.77	0.00
MC	26,108.26	378.57	378.57
SS	26,108.26	1,618.71	1,618.71
Unemployment	27,026.59	0.00	0.00
Total:		4,702.05	1,997.28

DEDUCTIONS

Code	Subject To	Employee	Employer
400	27,321.60	1,366.07	1,183.03
520	0.00	60.00	0.00
550	0.00	127.19	0.00
551	0.00	416.00	0.00
552	0.00	100.00	0.00
580	0.00	12.24	0.00
590	0.00	476.25	4,171.98
595	0.00	8.58	0.00
615	0.00	85.32	0.00
Total:		2,651.65	5,355.01

RECAP 3200 - District Attorney

Earnings: 27,321.60 Benefits: 0.00 Deductions: 2,651.65 Taxes: 4,702.05 Net Pay: 19,967.90

Department: 3220 - District Clerk

Total Direct Deposits: 8,123.88
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	520.25	8,452.87
LWOP	5.00	0.00
S	15.75	260.31
SAL	1.00	1,874.15
Vacation	19.00	315.40
Total:	561.00	10,902.73

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,557.26	649.83	0.00
MC	10,202.40	147.93	147.93
SS	10,202.40	632.56	632.56
Unemployment	8,986.60	0.00	0.00
Total:		1,430.32	780.49

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,902.73	545.14	472.10
520	0.00	100.00	0.00
550	0.00	41.98	0.00
551	0.00	36.76	0.00
580	0.00	3.06	0.00
590	0.00	491.51	2,569.68
595	0.00	11.19	0.00
615	0.00	118.89	0.00
Total:		1,348.53	3,041.78

RECAP 3220 - District Clerk

Earnings: 10,902.73 Benefits: 0.00 Deductions: 1,348.53 Taxes: 1,430.32 Net Pay: 8,123.88

Department: 3230 - District Judge

Total Direct Deposits: 4,684.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	76.00	1,319.02
S	32.00	1,275.32
SAL	-56.00	2,506.41
Vacation	34.00	1,265.04
Total:	86.00	6,365.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,467.71	331.90	0.00
MC	5,886.00	85.34	85.34
SS	5,886.00	364.94	364.94
Unemployment	6,319.63	0.00	0.00
Total:	782.18	782.18	450.28

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,365.79	318.29	275.65
520	0.00	100.00	0.00
551	0.00	80.64	0.00
580	0.00	1.53	0.00
590	0.00	317.50	664.92
615	0.00	81.65	0.00
Total:	899.61	899.61	940.57

RECAP 3230 - District Judge

Earnings:	6,365.79	Benefits:	0.00	Deductions:	899.61	Taxes:	782.18	Net Pay:	4,684.00
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Department: 3240 - County Court Law

Total Direct Deposits: 6,155.06
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
SAL	2.00	5,506.98
Total:	2.00	8,737.75

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,018.51	1,197.48	0.00
MC	8,705.39	126.23	126.23
SS	8,705.39	539.74	539.74
Unemployment	8,708.25	0.00	0.00
Total:	1,863.45	1,863.45	665.97

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,737.75	436.88	378.34
520	0.00	250.00	0.00
550	0.00	29.50	0.00
590	0.00	0.00	317.46
595	0.00	2.86	0.00
Total:	719.24	719.24	695.80

RECAP 3240 - County Court Law

Earnings:	8,737.75	Benefits:	0.00	Deductions:	719.24	Taxes:	1,863.45	Net Pay:	6,155.06
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Department: 3251 - JP Pract. 1

Total Direct Deposits: 2,505.50
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	160.00	2,517.75
SAL	1.00	1,541.36
Total:	161.00	4,075.26

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,051.14	220.11	0.00
MC	3,254.91	47.20	47.20
SS	3,254.91	201.80	201.80
Unemployment	2,493.75	0.00	0.00
Total:		469.11	249.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,075.26	203.77	176.46
550	0.00	51.81	0.00
551	0.00	189.00	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	506.57	967.38
615	0.00	72.97	0.00
Total:		1,100.65	1,143.84

RECAP 3251 - JP Pract. 1

Earnings: 4,075.26 Benefits: 0.00 Deductions: 1,100.65 Taxes: 469.11 Net Pay: 2,505.50

Department: 3252 - JP Pract. 2

Total Direct Deposits: 3,168.77
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	160.00	2,528.87
SAL	1.00	1,541.36
Total:	161.00	4,086.38

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,775.58	284.25	0.00
MC	3,979.91	57.71	57.71
SS	3,979.91	246.76	246.76
Unemployment	4,059.15	0.00	0.00
Total:		588.72	304.47

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,086.38	204.33	176.94
550	0.00	27.23	0.00
580	0.00	4.59	0.00
590	0.00	0.00	952.38
595	0.00	8.44	0.00
610	0.00	13.50	0.00
615	0.00	70.80	0.00
Total:		328.89	1,129.32

RECAP 3252 - JP Pract. 2

Earnings: 4,086.38 Benefits: 0.00 Deductions: 328.89 Taxes: 588.72 Net Pay: 3,168.77

Department: 3253 - JP Prec. 3

Total Direct Deposits: 2,418.77
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	117.00	1,684.37
SAL	1.00	1,541.36
Total:	118.00	3,241.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,861.17	211.12	0.00
MC	3,023.27	43.84	43.84
SS	3,023.27	187.44	187.44
Unemployment	3,214.65	0.00	0.00
Total:	442.40	231.28	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,241.88	162.10	140.37
550	0.00	27.23	0.00
590	0.00	158.75	649.92
595	0.00	2.86	0.00
615	0.00	29.77	0.00
Total:	380.71	790.29	

RECAP 3253 - JP Prec. 3

Earnings: 3,241.88 Benefits: 0.00 Deductions: 380.71 Taxes: 442.40 Net Pay: 2,418.77

Department: 3254 - JP Prec. 4

Total Direct Deposits: 1,873.46
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	80.00	1,277.37
SAL	1.00	1,541.36
Total:	81.00	2,834.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,472.36	130.86	0.00
MC	2,614.11	37.90	37.90
SS	2,614.11	162.08	162.08
Unemployment	1,277.37	0.00	0.00
Total:	330.84	199.98	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,834.88	141.75	122.75
530	0.00	230.77	0.00
540	0.00	34.23	0.00
551	0.00	40.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	649.92
615	0.00	22.02	0.00
Total:	630.58	772.67	

RECAP 3254 - JP Prec. 4

Earnings: 2,834.88 Benefits: 0.00 Deductions: 630.58 Taxes: 330.84 Net Pay: 1,873.46

Department: 4300 - County Sheriff

Total Direct Deposits: 54,684.02
 Total Check Amounts: 1,126.48

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	533.09
Hourly	2,780.25	54,742.43
LWP	85.50	1,558.37
OT	131.00	3,461.26
S	110.67	2,158.19
SAL	-12.00	9,517.21
Uniform	0.00	900.00
Vacation	19.33	349.35
Total:	3,114.75	73,219.90

TAXES

Code	Subject To	Employee	Employer
Federal W/H	67,688.93	6,023.35	0.00
MC	71,449.92	1,036.03	1,036.03
SS	71,449.92	4,429.91	4,429.91
Unemployment	69,826.79	0.00	0.00
Total:		11,489.29	5,465.94

DEDUCTIONS

Code	Subject To	Employee	Employer
400	73,219.90	3,660.99	3,170.42
520	0.00	100.00	0.00
530	0.00	239.08	0.00
540	0.00	38.13	0.00
550	0.00	341.19	0.00
551	0.00	416.00	0.00
580	0.00	27.54	0.00
590	0.00	635.00	10,853.64
595	0.00	17.02	0.00
610	0.00	84.39	0.00
615	0.00	360.77	0.00
Total:		5,920.11	14,024.06

RECAP 4300 - County Sheriff

Earnings:	73,219.90	Benefits:	0.00	Deductions:	5,920.11	Taxes:	11,489.29	Net Pay:	55,810.50
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Department: 4310 - County Jail

Total Direct Deposits: 61,163.37
 Total Check Amounts: 4,193.50

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	295.00
FH - LAW	19.00	330.05
FLOAT	20.00	433.00
Hourly	3,740.75	67,028.94
LWOP	80.00	0.00
OT	190.00	4,842.20
S	117.75	2,109.78
SAL	-49.00	4,827.54
Uniform	0.00	1,025.00
Vacation	234.00	4,454.74
Total:	4,352.50	85,346.25

TAXES

Code	Subject To	Employee	Employer
Federal W/H	79,179.39	6,914.88	0.00
MC	83,546.72	1,211.44	1,211.44
SS	83,546.72	5,179.90	5,179.90
Unemployment	84,967.55	0.00	0.00
Total:		13,306.22	6,391.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	85,346.25	4,267.33	3,695.43
520	0.00	100.00	0.00
530	0.00	274.62	0.00
550	0.00	378.70	0.00
551	0.00	237.55	0.00
580	0.00	19.89	0.00
590	0.00	635.00	15,615.54
595	0.00	48.20	0.00
610	0.00	42.76	0.00
615	0.00	500.08	0.00
620	0.00	179.03	0.00
Total:		6,683.16	19,310.97

RECAP 4310 - County Jail

Earnings:	85,346.25	Benefits:	0.00	Deductions:	6,683.16	Taxes:	13,306.22	Net Pay:	65,356.87
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Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 1,327.74
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	49.50	649.94
SAL	1.00	996.98
Total:	50.50	1,663.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,579.91	124.95	0.00
MC	1,663.07	24.11	24.11
SS	1,663.07	103.11	103.11
Unemployment	649.94	0.00	0.00
Total:		252.17	127.22

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,663.07	83.16	72.01
Total:		83.16	72.01

RECAP 4321 - Constables-Pct. 1

Earnings:	1,663.07	Benefits:	0.00	Deductions:	93.16	Taxes:	252.17	Net Pay:	1,327.74
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Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,442.21
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	92.00	1,207.96
SAL	1.00	996.98
Total:	93.00	2,221.09

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,984.26	381.75	0.00
MC	2,095.32	30.39	30.39
SS	2,095.32	129.91	129.91
Unemployment	2,207.47	0.00	0.00
Total:	542.05	542.05	160.30

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,221.09	111.06	96.18
550	0.00	13.62	0.00
551	0.00	96.00	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	236.83	236.83	413.64

RECAP 4322 - Constables-Pct. 2

Earnings: 2,221.09 Benefits: 0.00 Deductions: 236.83 Taxes: 542.05 Net Pay: 1,442.21

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 1,839.71
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	80.00	1,382.76
SAL	1.00	996.98
Total:	81.00	2,395.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,065.82	57.38	0.00
MC	2,185.62	31.69	31.69
SS	2,185.62	135.51	135.51
Unemployment	2,366.39	0.00	0.00
Total:	224.58	224.58	167.20

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,395.89	119.80	103.75
530	0.00	0.00	0.00
550	0.00	29.50	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	331.60	331.60	436.21

RECAP 4323 - Constables-Pct. 3

Earnings: 2,395.89 Benefits: 0.00 Deductions: 331.60 Taxes: 224.58 Net Pay: 1,839.71

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,420.04
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	83.50	1,096.36
SAL	1.00	996.98
Total:	84.50	2,109.49

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,713.58	149.80	0.00
MC	1,859.06	26.95	26.95
SS	1,859.06	115.26	115.26
Unemployment	1,096.36	0.00	0.00
Total:	292.01	142.21	142.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,109.49	105.48	91.34
520	0.00	40.00	0.00
550	0.00	18.92	0.00
551	0.00	45.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
595	0.00	5.74	0.00
615	0.00	22.02	0.00
Total:	397.44	423.80	423.80

RECAP 4324 - Constables-Pct. 4

Earnings:	2,109.49	Benefits:	0.00	Deductions:	397.44	Taxes:	292.01	Net Pay:	1,420.04
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Department: 4330 - Driver's License

Total Direct Deposits: 525.94
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	617.28
Total:	48.00	617.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	586.42	13.26	0.00
MC	617.28	8.95	8.95
SS	617.28	38.27	38.27
Unemployment	617.28	0.00	0.00
Total:	60.48	47.22	47.22

DEDUCTIONS

Code	Subject To	Employee	Employer
400	617.28	30.86	26.73
Total:	30.86	26.73	26.73

RECAP 4330 - Driver's License

Earnings:	617.28	Benefits:	0.00	Deductions:	30.86	Taxes:	60.48	Net Pay:	525.94
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Department: 5401 - Juvenile Probation

Total Direct Deposits: 12,612.82
 Total Check Amounts: 1,227.59

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	129.20
Hourly	411.75	9,990.63
JP COMP TAKEN	12.50	353.98
PER DIEM ALLOWANCE	0.00	180.00
S	32.00	768.35
SAL	-6.00	5,671.10
Vacation	111.75	2,431.57
Total:	562.00	19,524.83

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	8.75	55.34
Total:	8.75	55.34

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,624.51	1,411.24	0.00
MC	17,845.76	258.77	258.77
SS	17,845.76	1,106.44	1,106.44
Unemployment	19,524.83	0.00	0.00
Total:		2,776.45	1,365.21

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,524.83	976.25	845.43
520	0.00	245.00	0.00
551	0.00	536.00	0.00
552	0.00	376.00	0.00
580	0.00	7.65	0.00
590	0.00	650.26	2,584.68
595	0.00	2.86	0.00
615	0.00	113.95	0.00
Total:		2,907.97	3,430.11

RECAP 5401 - Juvenile Probation

Earnings: 19,524.83 Benefits: 55.34 Deductions: 2,907.97 Taxes: 2,776.45 Net Pay: 13,840.41

Department: 6520 - Building Maintenance

Total Direct Deposits: 6,489.31
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	48.45
Hourly	373.00	6,165.23
SAL	1.00	1,712.66
Vacation	27.00	474.74
Total:	401.00	8,401.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,785.10	648.13	0.00
MC	8,205.15	118.97	118.97
SS	8,205.15	508.73	508.73
Unemployment	8,327.63	0.00	0.00
Total:		1,275.83	627.70

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,401.08	420.05	363.78
550	0.00	73.45	0.00
551	0.00	90.00	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,904.76
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	23.90	0.00
Total:		635.94	2,268.54

RECAP 6520 - Building Maintenance

Earnings: 8,401.08 Benefits: 0.00 Deductions: 635.94 Taxes: 1,275.83 Net Pay: 6,489.31

Department: 6550 - Elections

Total Direct Deposits: 2,071.50
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	174.69
Hourly	64.00	998.30
SAL	15.00	1,397.54
Vacation	24.00	424.27
Total:	81.00	2,994.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,403.58	108.90	0.00
MC	2,613.32	37.90	37.90
SS	2,613.32	162.03	162.03
Unemployment	2,974.03	0.00	0.00
Total:	308.83	199.93	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,994.80	149.74	129.67
520	0.00	60.00	0.00
550	0.00	20.77	0.00
551	0.00	112.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	649.92
595	0.00	8.31	0.00
610	0.00	20.19	0.00
615	0.00	81.65	0.00
Total:	614.47	779.59	

RECAP 6550 - Elections

Earnings:	2,994.80	Benefits:	0.00	Deductions:	614.47	Taxes:	308.83	Net Pay:	2,071.50
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Department: 6560 - Commissioners Court

Total Direct Deposits: 8,735.46
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	212.51
Hourly	158.00	3,074.53
S	2.00	41.88
SAL	5.00	8,733.73
Total:	165.00	12,062.65

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,368.52	789.15	0.00
MC	10,971.64	159.08	159.08
SS	10,971.64	680.24	680.24
Unemployment	10,308.49	0.00	0.00
Total:	1,628.47	839.32	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,062.65	603.12	522.33
550	0.00	54.47	0.00
551	0.00	96.00	0.00
580	0.00	4.59	0.00
590	0.00	824.27	1,949.76
595	0.00	11.19	0.00
615	0.00	105.08	0.00
Total:	1,698.72	2,472.09	

RECAP 6560 - Commissioners Court

Earnings:	12,062.65	Benefits:	0.00	Deductions:	1,698.72	Taxes:	1,628.47	Net Pay:	8,735.46
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,008.62
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	1,292.30
Total:	1.00	1,308.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,213.26	106.82	0.00
MC	1,278.68	18.54	18.54
SS	1,278.68	79.28	79.28
Unemployment	1,294.83	0.00	0.00
Total:	204.64	97.82	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,308.45	65.42	56.66
550	0.00	13.62	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	95.19	374.12	

RECAP 6570 - Veteran Service Officer

Earnings:	1,308.45	Benefits:	0.00	Deductions:	95.19	Taxes:	204.64	Net Pay:	1,008.62
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Department: 6580 - Human Resources

Total Direct Deposits: 990.91
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,663.85
Total:	1.00	1,663.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,559.29	442.73	0.00
MC	1,642.48	23.82	23.82
SS	1,642.48	101.83	101.83
Unemployment	1,650.23	0.00	0.00
Total:	568.38	125.65	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,663.85	83.19	72.04
550	0.00	13.62	0.00
615	0.00	7.75	0.00
Total:	104.56	72.04	

RECAP 6580 - Human Resources

Earnings:	1,663.85	Benefits:	0.00	Deductions:	104.56	Taxes:	568.38	Net Pay:	990.91
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Department: 6590 - Purchasing

Total Direct Deposits: 1,423.49
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	-1.00	1,800.00
Vacation	2.00	46.15
Total:	1.00	1,862.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,761.43	196.07	0.00
MC	1,854.55	26.89	26.89
SS	1,854.55	114.98	114.98
Unemployment	1,862.30	0.00	0.00
Total:	337.94	141.87	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,862.30	93.12	80.64
590	0.00	0.00	317.46
615	0.00	7.75	0.00
Total:	100.87	398.10	

RECAP 6590 - Purchasing

Earnings:	1,862.30	Benefits:	0.00	Deductions:	100.87	Taxes:	337.94	Net Pay:	1,423.49
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Department: 6610 - IT-Technology

Total Direct Deposits: 3,323.27
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
Hourly	77.00	1,711.24
S	7.00	203.15
SAL	-3.00	2,593.19
Total:	81.00	4,576.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,051.67	382.58	0.00
MC	4,480.51	64.97	64.97
SS	4,480.51	277.79	277.79
Unemployment	4,532.71	0.00	0.00
Total:	725.34	342.76	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,576.82	228.84	198.17
520	0.00	200.00	0.00
550	0.00	44.11	0.00
551	0.00	36.00	0.00
580	0.00	3.06	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	528.21	833.09	

RECAP 6610 - IT-Technology

Earnings: 4,576.82 Benefits: 0.00 Deductions: 528.21 Taxes: 725.34 Net Pay: 3,323.27

Department: 6630 - Grants Department

Total Direct Deposits: 1,727.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	2,115.38
Total:	1.00	2,131.53

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,024.95	134.84	0.00
MC	2,131.53	30.91	30.91
SS	2,131.53	132.15	132.15
Unemployment	2,131.53	0.00	0.00
Total:	297.90	163.06	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,131.53	106.58	92.30
Total:	106.58	92.30	

RECAP 6630 - Grants Department

Earnings: 2,131.53 Benefits: 0.00 Deductions: 106.58 Taxes: 297.90 Net Pay: 1,727.05

Department: 6640 - Code Investigator

Total Direct Deposits: 1,265.65
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	80.00	1,538.10
Total:	80.00	1,572.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,474.08	88.12	0.00
MC	1,552.72	22.51	22.51
SS	1,552.72	96.27	96.27
Unemployment	1,572.72	0.00	0.00
Total:		206.90	118.78

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,572.72	78.64	68.10
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:		100.17	385.56

RECAP 6640 - Code Investigator

Earnings: 1,572.72 Benefits: 0.00 Deductions: 100.17 Taxes: 206.90 Net Pay: 1,265.65

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 2,766.91
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
Hourly	80.00	1,569.92
S	9.00	244.18
SAL	-8.00	1,926.39
Total:	81.00	3,809.73

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,389.24	337.00	0.00
MC	3,729.73	54.09	54.09
SS	3,729.73	231.24	231.24
Unemployment	3,767.75	0.00	0.00
Total:		622.33	285.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,809.73	190.49	164.96
520	0.00	150.00	0.00
550	0.00	41.98	0.00
590	0.00	0.00	634.92
595	0.00	5.72	0.00
615	0.00	32.30	0.00
Total:		420.49	799.88

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,809.73 Benefits: 0.00 Deductions: 420.49 Taxes: 622.33 Net Pay: 2,766.91

Department: 7610 - Sanitation Department

Total Direct Deposits: 0.00
 Total Check Amounts: 1,957.27

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	121.00	2,314.36
Total:	121.00	2,348.98

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,231.53	40.97	0.00
MC	2,348.98	34.07	34.07
SS	2,348.98	145.64	145.64
Unemployment	2,348.98	0.00	0.00
Total:		220.68	179.71

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,348.98	117.45	101.71
540	0.00	52.05	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:		171.03	419.17

RECAP 7610 - Sanitation Department

Earnings:	2,348.98	Benefits:	0.00	Deductions:	171.03	Taxes:	220.68	Net Pay:	1,957.27
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Department: 8700 - County Agent

Total Direct Deposits: 3,790.81
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,348.05
SAL	3.00	3,354.07
Total:	83.00	4,702.12

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,536.86	386.27	0.00
MC	4,683.11	67.90	67.90
SS	4,683.11	290.35	290.35
Unemployment	4,702.12	0.00	0.00
Total:		744.52	358.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,924.97	146.25	126.65
580	0.00	1.53	0.00
590	0.00	0.00	634.92
595	0.00	2.86	0.00
615	0.00	16.15	0.00
Total:		166.79	761.57

RECAP 8700 - County Agent

Earnings:	4,702.12	Benefits:	0.00	Deductions:	166.79	Taxes:	744.52	Net Pay:	3,790.81
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**B. 87,796.42 (Payroll Tax 5/25/19 –
5/25/19); Backup 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve 5/12/2019 - 5/25/2019 Pay Roll Tax in the amount of \$87,796.42

1. **Costs:**

Actual Cost or **Estimated Cost** \$ 87,796.42

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)	<u>Judge Haden</u>		
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(2)			
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(3)			
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3. **Backup Materials:** None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date



Caldwell County, TX

Detail Register Payroll Summary

Packet: PYPKT01305 - 051219 thru 052519 Payroll Process Pay Date 053119
Payroll Set: 01 - Payroll Set 01

Pay Period: 05/12/2019 - 05/25/2019

Males Paid: 131
Females Paid: 117
Total Employees: 248

Total Direct Deposits: 276,358.07
Total Check Amounts: 14,297.17

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	1,702.84
DA Supplement	0.00	151.67
PH - LAW	19.00	330.05
FLOAT	45.00	1,065.13
Hourly	13,664.25	248,679.52
JP COMP TAKEN	12.50	353.98
Jud Stip	0.00	3,230.77
Longevity w/RET	0.00	204.62
UNOP	189.81	0.00
LVP	85.50	1,558.37
OT	337.00	8,763.94
PER DIEM ALLOWANCE	0.00	180.00
S	634.45	13,606.68
SAL	-173.00	87,817.92
Uniform	0.00	2,125.00
Vacation	904.74	18,242.65
Total:	15,719.25	388,013.14

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	8.75	55.34
Total:	8.75	55.34

TAXES

Code	Subject To	Employee	Employer
Federal W/H	352,177.48	30,677.88	0.00
MC	373,324.33	5,413.25	5,413.25
SS	373,324.33	23,146.17	23,146.17
Unemployment	372,460.22	0.00	0.00
Total:		59,237.30	28,559.42

Payroll Tax

81,796.42

DEDUCTIONS

Code	Subject To	Employee	Employer
400	386,235.99	19,311.85	16,724.02
520	0.00	1,835.00	0.00
530	0.00	744.47	0.00
540	0.00	165.46	0.00
550	0.00	1,788.81	0.00
551	0.00	2,984.55	0.00
552	0.00	476.00	0.00
560	0.00	75.00	0.00
580	0.00	154.53	0.00
590	0.00	6,948.13	65,286.84
595	0.00	212.43	0.00
610	0.00	218.64	0.00
615	0.00	2,278.89	0.00
520	0.00	397.75	0.00
Bankruptcy	0.00	529.09	0.00
Total:		38,120.60	82,010.86

Total Payroll
290,655.24

RECAP 01 - Payroll Set 01

Earnings:	388,013.14	Benefits:	55.34	Deductions:	38,120.60	Taxes:	59,237.30	Net Pay:	290,655.24
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**C. \$34,727.07 (May 2019 Utilities);
Backup 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?
to accept Utility payments totaling \$34,727.07

1. Costs:

Actual Cost or Estimated Cost \$ 34,727.07

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

6/6/2019
Date

Bill Name	Location	May-19
Maxwell Water Supply Corp.	Hwy 142/CCR 239 & FM 1966 JP 3	35.20
	MAXWELL WATER SUPPLY CORP. - TOTAL	35.20
Polonia Water Supply Corp.	Caldwell County Unit Rd	39.95
Polonia Water Supply Corp.	Caldwell Co. Prec. 4-49 Civic Dr., Dale, TX	28.17
	POLONIA WATER SUPPLY CORP. - TOTAL	68.12
Texas Gas Service	Caldwell County Jail #2, 1204 Reed Rd CCSO	887.60
	Caldwell County 405 E. Market, Lockhart	73.65
	County Bldg Luling, 510 E Pierce, Luling	77.26
	Caldwell County #2, 401 E. Market, Lockhart	73.65
	Caldwell Cty Juv Prob Dept	76.69
	Caldwell Co. New Building-1703 S. Colorado	124.04
	TEXAS GAS SERVICE - TOTAL	1,312.89
City of Lockhart - CALDCO 01	Caldwell Co. Annex, 405 E. Market	271.51
	Caldwell Co. Annex, 405 E. Market	136.58
	CITY OF LOCKHART - CALDCO 01 - TOTAL	408.09
City of Lockhart - CALDCO 02	Caldwell Co. Annex, 110 S. Main	1,097.21
	Bkroom, 312 E. San Antonio SERVER RM	398.24
	CC Juvenile Prob. Dept, 312 E. San Antonio	567.40
	CC Annex, CC Courthouse, 401 E. Market	491.27
	CC District Resource Cent, 401 E. Market - DRC	458.18
	Caldwell Co. Annex, 110 S. Main-Sprinkler	43.81
	CC Judicial Center, 1703 S. Colorado	7,442.10
	CC Judicial Center, 1703 S. Colorado	43.81
	Caldwell Co. Annex, 1196 Reed Dr.-Barn MAINT.	214.24
	Caldwell Co. Annex, Blackjack	1,367.09
	Caldwell Co. Annex, 1204 Reed Dr. CCSO	19,203.66
	Caldwell Co. Annex, 1403 Blackjack-LW School	339.74
	Caldwell Co. Annex, 1403 Blackjack-Maint Bldg	119.75
	CITY OF LOCKHART - CALDCO 02 - TOTAL	31,786.50
City of Luling - CALDWELL	Caldwell Co-JP/County Auditor, 508 N. Fannin St	243.09
Statement date usually end of the month.	Caldwell Co-Adult/Juv Serv, 512 E. Fannin St.	58.18
	Caldwell Co. Welfare Off, 505 E. Fannin St.	82.15
	Caldwell Co Prec. #2, 423 San Marcos Hwy.	51.27
	CITY OF LULING - CALDWELL - TOTAL	434.69
Bluebonnet Electric	Caldwell County Precint #3	164.34
	Caldwell County Prec 4	59.78
Bluebonnet Electric	Caldwell County URS	372.13
	Sanitation - meter no: 122860878/43673230	85.33
	BLUEBONNET ELECTRIC - TOTAL	681.58

Total Utilities Paid: 34,727.07

**3. Accept May 2019 Reports from Caldwell
County Extension Office:**

A. Wayne Morse: Backup 3

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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Accept May 2019 Reports from Caldwell County Extension Office:
Wayne Morse: Backup 1

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) _____

(2) _____

(3) _____

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

4.  _____
Signature of Court Member

6/6/2019
Date

TEXAS A&M AGRILIFE EXTENSION SERVICE

COUNTY COMMISSIONERS REPORT

NAME: Wayne Morse

TITLE: County Extension Agent - Caldwell County 055

MONTH: May

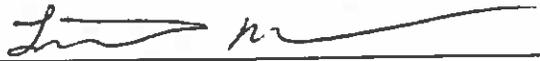
DATE	SCOPE/DESCRIPTION OF MAJOR ACTIVITIES	NIGHT OR WEEKEND ACTIVITY	CONTACTS	MILES	MEALS	LODGING	REG. FEES
5/02/19-5/04/19	District Roundup in Fredricksburg	YES	54	182 Round Trip			
5/07/19	Cooked hamburgers for lulling 4-H Club	YES	23				
5/08/19	Site visit at 1614 Old Kelly Rd.	NO	2				
5/09/19	Scholarship Meeting	YES	15				
5/13/19	County Council Meeting	YES	12				
5/14/19-5/15/19	Horticulture Certificate Training in College Station	YES	21				
5/16/19	Luling Foundation Annual Field Day	NO	45				
5/17/19	Set up for Ag Literacy Day	NO	2				
5/20/19	Multi County Water Fair at Clearfork Elementary	NO	55				
5/21/19	Ag Literacy Day at Luling Foundation Farm	NO	283				
5/23/19-5/24/19	District 10 Spring Conference in Uvalde	YES	37	306 Round Trip			
5/29/19	Multi County Water Fair in Wealder	NO	68	64 Round Trip			
5/29/19	Sheep and Goat Program at the County Barn	YES	14				
5/30/19	Site Visit at 325 Lewis Ln.	NO	1				
5/30/19	CCJLS Board Meeting	YES	16				
			1				
	Office Visits						
	Emails		218				
	Phone Calls		44				
	GRAND TOTAL		911	488			

MAJOR PLANS FOR NEXT MONTH:

DATE	PLANS
6/4/19- 6/5/19	Horticulture Certificate Training In Fredricksburg
6/10/19- 6/13/19	State Roundup in College Station
6/19/19- 6/20/19	District 10 Horse Show in Dripping Springs
6/24/19- 6/26/19	Leadership Lab in New Braunfels at T bar M
6/27/19	State Fair sheep and Goat validation/ Steer and Heifer Validation at the Luling Foundation

MILES	#NA
SITE CONTACTS	#NA
PHONE	#103
BLOG	#2
NEWS COLUMNS	#1
NEWS RELEASES	#
EMAIL	#200

I here certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

SIGNATURE 

Title CEA 4-H/ANR-

Date 6/3/19

- 4. Accept renewal and payment of bond #69735930 for Chief Deputy Treasurer, Darlene Morris; Backup: 8**

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: 06/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to accept renewal and payment of bond #69735930 for Chief Deputy Treasurer, Darlene Morris

1. Costs:

Actual Cost or Estimated Cost \$ 75.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

Name	Representing	Title
<hr/>		
<hr/>		
<hr/>		

(1) _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 8 total # of backup pages (including this page)

4. 
Signature of Court Member

6/6/2019
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. 16967		Page 1
ACCOUNT NO. CALDW01	OP JB	DATE 05/17/2019
BOND Dec Page		
POLICY # 69735930		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 06/23/2019	EXPIRATION 06/23/2020	BALANCE DUE ON

Itm #	Eff Date	Trn	Description	Amount
140603	06/23/19	REN	Darlene Morris Bond	\$75.00
Invoice Balance:				\$75.00

Angela Paulin

RECEIVED

MAY 21 2019

CALDWELL COUNTY
AUDITOR'S OFFICE

Chief Deputy Treasurer

2120 - 2020

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 69735930

That we, Darlene Morris, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 County of Caldwell, his successors in office, in the sum of 2 Fifteen Thousand and 00/100 DOLLARS (\$15,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 14th day of March, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed (Elected—Appointed) to the office of Chief Deputy Treasurer in and for 3 Caldwell County, State of Texas, for a term of One (1) year commencing on the 23rd day of June, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~xxxxxxx~~

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal

WESTERN SURETY COMPANY

By Paul T. Buflat

Paul T. Buflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE (General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

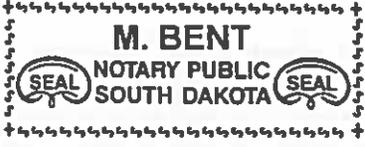
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 14th day of March,
2019, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec of Statutes	4. CONDITIONS
District Attorney	\$5,000	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it, pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 81.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court.		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Chief Deputy Treasurer County of Caldwell
bond with bond number 69735930
for Darlene Morris
as Principal in the penalty amount not to exceed: \$15,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 14th day of March, 2019.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 14th day of March, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
Notary Public

My Commission Expires June 23, 2021



- 5. Accept the Audit of Caldwell County Commissary and Inmate Trust Funds for the fiscal year ending September 30, 2019; Backup; 5**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: June 10, 2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

To accept the audit of Caldwell County Commissary & Inmate Trust Funds for the FY ending September 30, 2019

1. Costs: Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

- | Name | Representing | Title |
|--------------------------------|--------------------------------|-------------------------|
| <u>(1) Barbara A. Gonzalez</u> | <u>County Auditor's office</u> | <u>County Auditor</u> |
| <u>(2) Jim Bauer</u> | <u>County Auditor's office</u> | <u>Internal Auditor</u> |
| <u>(3)</u> | | |

3. Backup Materials: None To Be Distributed 4+1=5 total # of backup pages (including this page)

4. [Signature]
Signature of Court Member

6/6/2019
Date

Hoppy Haden
County Judge
512 398-1808

Angela Rawlinson
County Treasurer
512 398-1800

Barbara A. Gonzales
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Barbara Shelton
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Joe Ivan Roland
Commissioner Precinct 4

May 31, 2019

Texas Commission on Jail Standards
P.O. 12985
Austin, TX 78711

To whom it may concern:

The Auditor's office completed its audit of Caldwell County Commissary and Inmate Trust Funds for the fiscal year ending September 30, 2019.

We conducted our examinations in accordance with applicable federal, state and local statutes, regulations and rules.

Expenditures and revenues are supported by adequate documentation. All purchases were made in accordance to the requirements of the Local Government Code Section 341.015

Respectfully,

A handwritten signature in cursive script that reads "Barbara A. Gonzales".

Barbara A. Gonzales
Caldwell County Auditor

Caldwell County Auditor's Office

P.O. Box 98

Lockhart, TX 78644

512-398-1801 (fax) 512-398-1829

May 28, 2019

Honorable Caldwell County Judge and Commissioners

110 South Main

Lockhart, TX 78644

Last week this office completed the field work for an internal audit of the County's Jail Commissary and Inmate Trust Fund for the period of October 1, 2016 to September 30, 2018. The purpose of this audit was to verify the monies in the county's depository accounts, commissary operations, proper payments of vendors and taxes, as well as properly debit and credit the Inmates Trust Funds.

Scope of Examination for Commissary:

- 1. The bank statements were reviewed to verify proper signatures on checks and balancing of this account in a timely manner.**
- 2. Sample disbursements to verify expenditures met guideline set forth by Local Government Code 351.0415. Viewing these samples would give way to the type of items purchased with Commissary Funds.**
- 3. Commissary sales tax reports were review for timely and accuracy submission to the State of Texas Comptroller's office.**
- 4. A visit to the Commissary was conducted to collect samples of completed inmates' orders.**
- 5. Verify an Inventory Control is kept and what is the current value of merchandises in the Commissary.**

Results for the Commissary:

- 1. All bank statements were reconciled within a timely manner every month. Only one check in this two year time period was found with one signature.**
- 2. A large sample of invoices were reviewed to look at the variety of items purchased from the Commissary Funds. The majority of the invoices were for the items for sell in the Commissary. A conversation with Deputy Chief and Jail Captain over certain invoices indicated not all were for items purchased to be sold, but were for the well-being, health, safety, and security of the inmates.**
- 3. State Sales Tax reports are due to Texas State Comptroller every month. For this audit over the two year time period, all reports were submitted before the 15th of the month, except on month**

(7/18) was submitted by on the 16th. All reports have all the documentation to support the reports submitted to the State Comptroller.

4. A visit to the Commissary appeared very orderly and well stocked. The procedure of inmates' placing orders on the phone by a specific period of time, the inmates receive their items once a week. An officer working in the Commissary does all the local shopping three days a week, remainder of the items are delivered to the Jail. The Commissary area houses the Library and computers for the Law Library and can be used by inmates by submitting request. Commissary funds are still supporting many training or self-help type classes. One of the most successful is the GED classes and final testing.

5. One request every year is a current inventory of the contents of the Commissary. This year only the data received included a count of each item sold through the Commissary sales. Due the volume of items sold and stored in the Commissary it is of importance that a comprehensive inventory is completed on a regular basis. A physical count should be done at least twice a year and corrections done to the booked inventory.

Scope of Examination for Inmate Trust Fund:

1. The bank statements were reviewed to verify proper signatures on checks and balancing of this account in a timely manner.
2. Verify the transfers from the Inmate Trust Fund to the Commissary are processed in a timely manner.
3. Verify the counting of money received which are intended for an inmate's account.
4. Verify Lockdown ACH's deposits and withdrawal via the bank are properly debited and credit into an inmate's account.
5. Verify if any non-cleared checks are over 3 years old have been reported to the State and the County for unclaimed property.

Results for the Inmate Trust Fund:

1. All bank statements were reconciled within a timely manner every month. In this two year time period four checks were found with one signature and one check without any signatures.

2. During the course of this audit the bank statements did not indicate monthly transfers from the Inmate Trust Fund to the Commissary Fund for products and phone time purchased by the inmates. Interest earned from the Inmate Trust Fund is transferred to the Commissary Fund. Many of the transfers were done every three or four months. Review of the interest transfers indicated a few months of interest was paid twice or not at all.

3. Verified cash counting on 5.21.19. The Jail Administrative Assistant runs three reports for the three locations of cash collections. Two Kiosks located in the Lobby and Booking. The third is from the Control Room where the money is counted and signed off by two officers. The Jail Administrative Assistant delivers all cash bags to Records Clerk for total cash count. Once completed and signed by the Records Clerk, the Jail Administrative Assistant recounts again to verify all monies matches the reports. Jail Administrative Assistant completes a deposit slip for the bank. All reports, monies, and deposit slip are put in a money bag and locked into the safe in Jail Administrative Assistant office until taken to bank.

4. Since Lockdown was integrated in the Jail in late October 2014, neither the Jail Administrative Assistant or the Lieutenant have been able to obtain any type of corresponding reports from Lockdown to verify the debits and credits into the Inmate Trust Fund. This has been an issue from the beginning. Per conversation with Chief Deputy and Jail Captain, the Sheriff is considering a new vendor to replace soon. Lockdown's inability to prove this information from the beginning has been mentioned in prior audit.
5. While reviewing the Inmate Trust Fund, there was an amount listed for outstanding checks dated 7/31/17 of \$15,581.67. A list of outstanding checks going back to September 2014 was located with the July 2017 bank statement. It is imperative that outstanding checks are reviewed regularly. This list has checks over five years old that should be submitted to the State Comptroller and County Treasurer once the checks are three years or older. There are five checks written to local and county entities in which checks should have been cashed in 2015 and 2016. Closer scrutiny of outstanding checks should be part of the monthly bank reconciliations.

Recommendations:

- Commissary should work on a comprehensive inventory done on a regular basis. The inventory should include the number of each item as well as the purchased and sold prices.
- Transfers in behalf of the inmates to the Commissary should be performed monthly. Suggest to have all reports/transfers: State Sales Tax, bank reconciliations, interest Commissary sells performed not later than the 15th of each month.
- Research and process un-claimed checks by July 1st.

Conclusion:

Although the process and procedures have improved in the past two year, internal controls can continue to strengthen. With the proposed changes with Lockdown, this office would like to be kept in the loop. This office would like to thank the staff at Jail with the help perform this audit.

Respectfully submitted,



Barbara A Gonzales
Caldwell County Auditor

CC: Danny Law, County Sheriff
Mike Lane, County Sheriff Chief Deputy
James Short, County Jail Captain
Chris Schnieder, District Judge

6. Accept ESD Financial reporting from Emergency Services District No. 2 (ESD #2) for Fiscal Year Ending December 31, 2018; Backup: 7

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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept ESD Financial reporting from Emergency Services District No. 2 (ESD #2) for Fiscal Year Ending December 31, 2018

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 7 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date

AFFADAVIT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

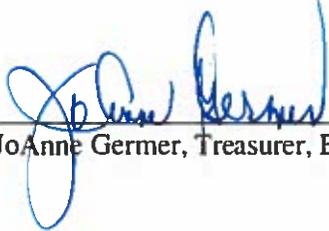
I hereby confirm that I, JoAnne Germer, I am Treasurer of the Emergency Services District #2, authorized by the Commissioners Court of Caldwell County, Texas. Attached is a Compiled Financial Statement pursuant to the requirements of the Health and Safety Code, Chapter 775, Section 775.0821.

I attest to the accuracy of the attached document and all the information contained herein.

SUBSCRIBED AND SWORN TO
BEFORE ME, ON THE 20 DAY OF MAY 2019.

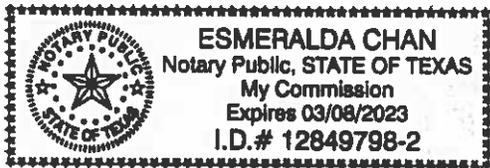


NOTARY PUBLIC



JoAnne Germer, Treasurer, ESD#2

My Commission Expires: 3/8/2023



Caldwell County Emergency Services District # 2

COMPILED FINANCIAL STATEMENTS

For the year ended

DECEMBER 31, 2018

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***STATEMENT OF ASSETS, LIABILITIES AND NET POSITION*..... 4**
***STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION*..... 5**



Board of Directors
PO Box 216
Maxwell, TX 78656

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Management is responsible for the accompanying financial statements of Caldwell County Emergency Services District #2, which comprise of the statement of assets, liabilities and net position as of December 31, 2018, and the related statement of activities and changes in net position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures, including a statement of cash flows, ordinarily included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. If the omitted disclosures, including a statement of cash flows, were included in the financial statements, they might influence the user's conclusions about financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

LOCKART PANAGIOTOU & CO. LLC

Austin, Texas
May 24, 2019

CALDWELL COUNTY EMERGENCY SERVICES DISTRICT # 2
STATEMENT OF ASSETS, LIABILITIES AND NET POSITION
AS OF DECEMBER 31, 2018

SETS	
Cash	\$ 182,573
Taxes receivable	29,050
Prepaid expenses	703
Short-term assets	212,326
Capital assets, net of depreciation	419,076
Total Assets	\$ 631,402
LIABILITIES	
Accrued interest payable	\$ 1,028
Current portion of long-term debt	17,323
Short-term liabilities	18,351
Long-term debt	18,029
Total Liabilities	36,380
NET POSITION	
Net investment in capital assets	383,724
Unrestricted	211,298
Total net position	595,022
Total liabilities and net position	\$ 631,402

See accountant's compilation report

CALDWELL COUNTY EMERGENCY SERVICES DISTRICT # 2
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION
FOR YEAR ENDED DECEMBER 31, 2018

Expenses:	
Firefighting and related expenses	\$ 45,000
Depreciation	34,337
Tax collection	2,640
Professional services	3,434
Interest	1,468
Insurance	2,398
Uniforms	1,093
Other costs	1,500
Total expenses	91,870
General Revenues:	
Tax revenues	161,653
Interest income	187
Total general revenue	161,840
Revenue over (under) expenditures	69,970
Other financing sources:	
Grants received	200,000
Change in net position	\$ 269,970
Net position- Beginning	325,052
Net position- Ending	\$ 595,022

See accountant's compilation report

7. Accept the May 2019 Environmental Investigator report from Mike Bittner; Backup: 3

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to Accept the May 2019 Environmental Investigator report from Mike Bittner

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title

(1) Judge Haden

(2) _____

(3) _____

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

4.  _____
Signature of Court Member

Date 6/6/2019



ENVIRONMENTAL CODE INVESTIGATOR REPORT

May 2019

Texas Health and Safety Codes: 343,341,365

Active Cases- THSC 343 -----	17
Cases- Citations issued for THSC 343 -----	(17) multiple charges
Cases for THSC 343 that gained compliance -----	12
Cases for THSC 343 unfounded -----	4
Illegal Dumping cases that was reported -----	6
Cases for Flood Plain Violation(s) and Citation(s) issued -----	(0)
Cases for Flood Plain Active -----	1
Illegal Dump sites found while on patrol-----	10
Active Cases-THSC 341 -----	2

Cases that are pending in the District Attorney's Office

----- 6

Cases pending that are filed in the JP Courts

----- (24)

Caldwell County Development ordinance and County Septic ordinance:

Active Construction permits Cases ----- 7

Active Driveway permits Cases ----- 1

Permit Cases reported that did not require a permit----- 2

Commercial Construction permits case ----- 0

Septic Cases Compliance met ----- 4

Septic Cases Active ----- 15

Septic Cases unfounded----- 5

Cases – Citation issued for Septic violations ----- (6) multiple charges

Cases- Citation issued for attempted violation of the Development Ordinance – (1)

Permit Cases that gain compliance:

Construction Permits ----- 7

Driveway Permits ----- 2

Commercial Permit ----- 1

Follow up on issued permits for Driveways

Driveway permits in compliance ----- 14

Driveway permits that are not in compliance pipe violation--- 4

Refuse removed from County owned land

Tires, Garbage, Mattresses, Construction Refuse, Landscape Refuse and Household Rubbish. Total est. weight removed 2,000 lbs.

Investigated all called in complaints, case preparation, reports, citations, myself and Unit Road cleaned up dumpsites that were reported or found. Worked with Law Enforcement and State Agencies on cases to gain compliance.

If any member of the Court has any issues or question concerning violations in the County please contact me.



**C.C.E.I.
Mike Bittner**

8. Accept the Caldwell County Appraisal District 2018 Financial Statement ending December 31, 2018 audit report; Backup: 35

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: 6/10/2018

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the Caldwell County Appraisal District's 2018 Financial Statement ending December 31, 2018 audit report

1. **Costs:**

Actual Cost or Estimated Cost \$ NONE

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title

(1) Judge Haden _____

(2) _____

(3) _____

3. **Backup Materials:**

None To Be Distributed 35
34 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2018
Date

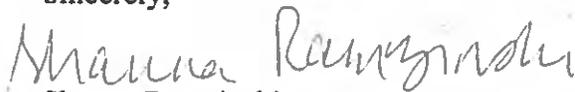
Caldwell County Appraisal District

DATE: May 29, 2019
TO: Taxing Jurisdiction Presiding Officer
FROM: Shanna Ramzinski, Chief Appraiser

The Appraisal District Board of Directors approved the 2018 audit report on May 28, 2019.

I have enclosed a copy of the 2018 audit report.

Sincerely,



Shanna Ramzinski
Chief Appraiser

Enc: 2018 Financial Audit



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

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org



Financial Statements
December 31, 2018

Caldwell County Appraisal District

Caldwell County Appraisal District
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December 31, 2018

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 Notes to Required Supplementary Information 30



CPAs & BUSINESS ADVISORS

Independent Auditor's Report

The Board of Directors
Caldwell County Appraisal District
Lockhart, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund and the aggregate remaining fund information of the Caldwell County Appraisal District as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund and the aggregate remaining fund information of the Caldwell County Appraisal District, as of December 31, 2018, and the respective changes in financial position and the respective budgetary comparison for the general fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

What inspires you, inspires us. | eidebailly.com

400 Pine St, Ste. 600 | Abilene, TX 79601-5190 | T 325 672 4000 | TF 800 588 2525 | F 325 672 7049 | EOE

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and pension information on pages 3 through 7 and 28 through 30 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the typed address and date.

Abilene, Texas
May 22, 2019

As management of Caldwell County Appraisal District (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2018.

FINANCIAL HIGHLIGHTS

Government-Wide

- The District's total net position on a government-wide basis totaled \$297,983 at December 31, 2018, an increase of \$44,915 or 17.8% over December 31, 2017. Approximately 31.7% of this balance is invested in capital assets, net of related debt.

General Fund

- At the end of the current fiscal year, total fund balance for the General Fund was \$265,913, of which \$9,385 is committed for future purchases of equipment by the Board and \$134,241 is assigned for refund. \$122,287 is available to meet the District's ongoing obligations.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

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

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

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

Because the focus of the general fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the general fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between the governmental funds and governmental activities. The governmental fund financial statements can be found on pages 8 through 12 of this report.

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

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

Notes to the financial statements. The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 14 through 27 of this report.

Required supplementary information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that is required by Governmental Accounting Standards Board to be a part of the District's basic financial statements. Required supplementary information can be found on pages 28-30 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

Summary of Statement of Net Position

	Governmental Activities	
	2018	2017
Current and other assets	\$ 665,734	\$ 630,802
Capital assets, net	1,394,609	1,427,887
Total assets	2,060,343	2,058,689
Deferred outflows of resources	87,364	146,433
Current liabilities	399,821	412,036
Noncurrent liabilities	1,393,529	1,509,045
Total liabilities	1,793,350	1,921,081
Deferred inflows of resources	56,374	30,973
Net position		
Net investment in capital assets	94,352	98,369
Unrestricted	203,631	154,699
Total net position	\$ 297,983	\$ 253,068

GOVERNMENTAL ACTIVITIES

Revenues for the District's governmental activities were \$1,286,249 while total expenses were \$1,241,334 for a net increase in net position of \$44,915.

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

	Governmental Activities	
	2018	2017
Revenues		
Assessments	\$ 1,348,761	\$ 1,295,612
Less refunds to taxing authorities	(109,563)	(81,197)
Interest income	15,652	6,825
Other income	31,399	31,015
Insurance proceeds	-	7,144
Total revenues	1,286,249	1,259,399
Expenses		
Salaries and benefits	791,478	812,829
Purchased and contracted services	138,500	121,085
Supplies and postage	57,951	57,377
Data processing	69,971	68,364
Other operating	41,132	26,819
Plant services	33,774	34,329
Debt service - interest	41,295	42,198
Noncapitalized capital outlay	14,884	19,661
Depreciation	52,349	52,522
Total expenses	1,241,334	1,235,184
Change in net position	44,915	24,215
Net position, beginning	253,068	228,853
Net position, ending	\$ 297,983	\$ 253,068

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

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

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

The general fund is the chief operating fund of the District. At the end of the fiscal year, the District's general fund (as presented in the balance sheet on page 8) reported an ending fund balance of \$265,913.

Budgetary highlights. Actual expenditures were less than budget by \$135,660. Savings were noted in salaries and benefits, purchased and contracted services, supplies and postage, data processing, other operating, plant services, debt service and capital outlay expenditures.

CAPITAL ASSETS AND LONG-TERM OBLIGATIONS

Capital assets. The District's investment in capital assets for its governmental activities as of December 31, 2018, amounts to \$1,394,609 (net of accumulated depreciation). This represents a decrease of \$33,278 from the prior fiscal year. This investment in capital assets includes furniture and equipment, vehicles and the administrative building. Additional information on the District's capital assets can be found in Note 6 (p. 18) in the notes to the financial statements.

Capital Assets Schedule (net of depreciation)

	Governmental Activities	
	2018	2017
Land	\$ 96,400	\$ 96,400
Building	1,397,108	1,397,108
Vehicles	67,561	48,490
Office and computer equipment	259,147	259,147
Total capital assets	1,820,216	1,801,145
Less accumulated depreciation	425,607	373,258
Total capital assets, net	\$ 1,394,609	\$ 1,427,887

Long-term obligations. At the end of the current fiscal year, the District had long-term obligations for its notes payable, compensated absences and its net pension liability in the amounts of \$1,300,257, \$21,154 and \$72,118, respectively. Additional information on the District's long-term obligations can be found in Notes 6 and 9, respectively (pgs. 18-26, respectively) in the notes to the financial statements.

REQUEST FOR INFORMATION

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

Caldwell County Appraisal District
Statement of Net Position and Governmental Fund Balance Sheet
December 31, 2018

	General Fund	Adjustments (Note A)	Statement of Net Position
Assets			
Cash and cash equivalents	\$ 647,244	\$ -	\$ 647,244
Due from agency fund	18,490	-	18,490
Capital assets, net	-	1,394,609	1,394,609
Total assets	<u>665,734</u>	<u>1,394,609</u>	<u>2,060,343</u>
Deferred outflows of resources			
Deferred outflows - pension	-	87,364	87,364
Total assets and deferred outflows of resources	<u>\$ 665,734</u>	<u>1,481,973</u>	<u>2,147,707</u>
Liabilities			
Accounts payable	\$ 49,210	-	49,210
Unearned revenue	350,611	-	350,611
Noncurrent liabilities			
Due within one year	-	30,192	30,192
Due in more than one year	-	1,363,337	1,363,337
Total liabilities	<u>399,821</u>	<u>1,393,529</u>	<u>1,793,350</u>
Deferred inflows of resources			
Deferred inflows - pension	-	56,374	56,374
Fund Balance/Net Position			
Fund balances			
Committed for equipment purchase	9,385	(9,385)	-
Assigned for refund	134,241	(134,241)	-
Unassigned	122,287	(122,287)	-
Total fund balances	<u>265,913</u>	<u>(265,913)</u>	<u>-</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 665,734</u>	<u>1,183,990</u>	<u>1,849,724</u>
Net Position			
Net investment in capital assets		94,352	94,352
Unrestricted		203,631	203,631
Total net position		<u>\$ 297,983</u>	<u>\$ 297,983</u>

Caldwell County Appraisal District
Note A – Adjustments to the Governmental Fund Balance Sheet
December 31, 2018

Total Fund Balances - Governmental Funds Balance Sheet	\$ 265,913
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the end of the year, the cost of these assets was \$1,820,216 and the accumulated depreciation was \$425,607. The net effect of including capital assets (net of depreciation) in the governmental activities is an increase to net position.	1,394,609
Accrued liabilities for compensated absences for personal leave are not due and payable in the current period and therefore have not been included in the fund financial statements. The net effect of including the accrual for compensated absences in the governmental activities is a decrease to net position.	(21,154)
Notes payable are not due and payable in the current period, and, therefore are not reported as a liability in governmental funds. The net effect of including notes payable in the governmental activities is a decrease to net position.	(1,300,257)
The District recognized a net pension liability in the amount of \$72,118, deferred outflow of resources of \$87,364 and a deferred inflow of resources of \$56,374. The net effect of these is a decrease to net position.	<u>(41,128)</u>
Total Net Position - Statement of Net Position	<u>\$ 297,983</u>

Caldwell County Appraisal District
Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance
Year Ended December 31, 2018

	General Fund	Adjustments (Note B)	Statement of Activities
Revenues			
Assessments from taxing authorities	\$ 1,348,761	\$ -	\$ 1,348,761
Refund to taxing authorities	(109,563)	-	(109,563)
Interest income	15,652	-	15,652
Other income	31,399	-	31,399
	<u>1,286,249</u>	<u>-</u>	<u>1,286,249</u>
Expenditures			
Current			
Salaries and benefits	793,263	(1,785)	791,478
Purchased and contracted services	138,500	-	138,500
Supplies and postage	57,951	-	57,951
Data processing	69,971	-	69,971
Other operating	41,132	-	41,132
Plant services	33,774	-	33,774
Debt service			
Principal on long term debt	29,261	(29,261)	-
Interest on long term debt	41,295	-	41,295
Capital outlay	33,955	(19,071)	14,884
Depreciation	-	52,349	52,349
	<u>1,239,102</u>	<u>2,232</u>	<u>1,241,334</u>
Change in fund balance/net position	47,147	(2,232)	44,915
Fund balance/net position			
Beginning of year	218,766	34,302	253,068
End of year	<u>\$ 265,913</u>	<u>\$ 32,070</u>	<u>\$ 297,983</u>

Caldwell County Appraisal District
 Note B – Adjustments to the Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund
 Balance
 Year Ended December 31, 2018

Net Change in Fund Balance - Total Governmental Funds	\$	47,147
Amount reported for governmental activities in the statement of activities are different because:		
Decreases to liabilities for compensated absences for personal leave are not shown in the fund financial statements. The net effect of the current year's decrease in the liabilities is to increase net position.		2,686
Repayment of notes payable principal of \$29,261 is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position and is not an expense on the statement of activities. The net result of principal paid on notes payable is an increase in net position.		29,261
Current year capital outlays are expenditures in the fund financial statements but are shown as increases in capital assets in the government wide financial statements.		19,071
Depreciation is not recognized as an expenditure in governmental funds since it does not require the use of current financial resources. The effect of recording current year depreciation is to decrease net position.		(52,349)
Certain expenditures for the pension that are recorded to the fund financial statements must be recorded as deferred outflows of resources. Contributions made after the measurement date cause net position to increase in the amount of \$56,567. The District's unrecognized deferred outflows and inflows for TCDRS as of the measurement date must be amortized and the District's pension expense must be recognized. These cause the changes in net position to decrease in the amount of \$57,468. The net effect is a decrease in net position.		(901)
Change in Net Position - Statement of Activities	\$	<u>44,915</u>

Caldwell County Appraisal District
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
Year Ended December 31, 2018

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues				
Assessments from taxing authorities	\$ 1,348,761	\$ 1,348,761	\$ 1,348,761	\$ -
Refund to taxing authorities	(109,563)	(109,563)	(109,563)	-
Interest income	-	-	15,652	15,652
Other income	-	-	31,399	31,399
Total revenues	1,239,198	1,239,198	1,286,249	47,051
Expenditures				
Current				
Salaries and benefits	870,392	870,392	793,263	77,129
Purchased and contracted services	138,675	138,675	138,500	175
Supplies and postage	62,470	62,470	57,951	4,519
Data processing	75,800	75,800	69,971	5,829
Other operating	59,800	59,800	41,132	18,668
Plant services	47,165	47,165	33,774	13,391
Debt service				
Principal on long term debt	71,020	71,020	29,261	41,759
Interest on long term debt	-	-	41,295	(41,295)
Capital outlay	49,440	49,440	33,955	15,485
Total expenditures	1,374,762	1,374,762	1,239,102	135,660
Change in Fund Balance/Net Position	(135,564)	(135,564)	47,147	182,711
Fund balance				
Beginning of year	218,766	218,766	218,766	-
End of year	<u>\$ 83,202</u>	<u>\$ 83,202</u>	<u>\$ 265,913</u>	<u>\$ 182,711</u>

Caldwell County Appraisal District
Statement of Fiduciary Net Position
December 31, 2018

	Agency Fund
Assets	
Cash and cash investments	<u>\$ 1,661,706</u>
Total assets	<u><u>\$ 1,661,706</u></u>
Liabilities	
Due to general fund	\$ 18,490
Amounts due to taxing authorities	<u>1,643,216</u>
Total liabilities	<u><u>\$ 1,661,706</u></u>

Note 1 - Reporting Entity

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

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

Note 2 - Government-Wide and Fund Financial Statements

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

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

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

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

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

The District reports the following governmental fund:

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

Additionally, the District reports the following fund type:

The Agency Fund is a fiduciary fund type which includes tax collections held for taxing authorities. The fund is purely custodial and does not involve the measurement of the results of operations.

Note 4 - Assets, Liabilities and Net Position or Equity

Deposits and Investments

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

State statutes authorize the District to invest in certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States or its agencies, direct obligations of the State of Texas or its agencies, prime domestic bankers acceptances, commercial paper, SEC registered no-load money market mutual funds, other obligations which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, and obligations of states, agencies, counties, cities and other political subdivisions having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than “A” or its equivalent. During the year ended December 31, 2018, the District did not own any types of securities other than those permitted by statute.

The Board of Directors of the District authorize the District to invest, with certain stipulations, in obligations of the U.S. Government, its agencies and instrumentalities, not to exceed two (2) years to stated maturity, and excluding mortgage backed securities; fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, not to exceed one year to stated maturity; no-load, SEC registered money market mutual funds; constant dollar, AAA-rated Texas local government investment pools and depository time accounts of a bank doing business in Texas under a written depository agreement and providing for 102% collateral held independently of the pledging bank. At December 31, 2018, the District had \$2,314,661 (bank balances) invested in interest-bearing checking or savings accounts.

Capital Assets

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

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

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

Long-Term Obligations

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

Compensated Absences

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

Use of Estimates

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

Deferred Outflows

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

Deferred Inflows

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

Pensions

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

Appraisal Assessments

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

Note 5 - Stewardship, Compliance and Accountability

Budgetary Information

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

Note 6 - Detailed Notes on All Funds

Deposits and Investments

Custodial credit risk for deposits: State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity or its agent. The District's deposits exceeded coverage provided by FDIC coverage and by securities pledged to the District and held by an agent of the depository in the District's name by \$654,621 at December 31, 2018.

Compliance with the Public Funds Investment Act: The Public Funds Investment Act (Government Code, Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. The policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowable based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit.

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

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

Credit risk – investments: State law and District policy limit investments in local government investment pools to those rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. At December 31, 2018, the District had no investments in local government investment pools.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District does not have any investments subject to recurring fair value measurements at December 31, 2018.

Capital Assets

Capital asset activity for the year ended December 31, 2018 was as follows:

	Balance January 1, 2018	Additions	Retirements	Balance December 31, 2018
Governmental Activities:				
Capital assets, not being depreciated				
Land	\$ 96,400	\$ -	\$ -	\$ 96,400
Total capital assets, not being depreciated	96,400	-	-	96,400
Capital assets, being depreciated				
Office building	1,397,108	-	-	1,397,108
Vehicles	48,490	19,071	-	67,561
Office and computer equipment	259,147	-	-	259,147
Total capital assets being depreciated	1,704,745	19,071	-	1,723,816
Accumulated depreciation				
Office building	(74,376)	(46,570)	-	(120,946)
Vehicles	(48,490)	(2,861)	-	(51,351)
Office and computer equipment	(250,392)	(2,918)	-	(253,310)
Total accumulated depreciation	(373,258)	(52,349)	-	(425,607)
Total capital assets, being depreciated, net	1,331,487	(33,278)	-	1,298,209
Governmental activities capital assets, net	<u>\$ 1,427,887</u>	<u>\$ (33,278)</u>	<u>\$ -</u>	<u>\$ 1,394,609</u>

The District recognized depreciation expense of \$52,349 in the statement of activities.

Long-Term Obligations

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

Caldwell County Appraisal District
Notes to Financial Statements
December 31, 2018

Debt service requirements are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Requirements</u>
2019	\$ 30,192	\$ 40,363	\$ 70,555
2020	31,153	39,402	70,555
2021	32,144	38,410	70,554
2022	33,168	37,387	70,555
2023	34,224	36,332	70,556
2024-2028	188,169	164,607	352,776
2029-2033	220,085	132,692	352,777
2034-2038	257,413	95,363	352,776
2039-2043	301,073	51,704	352,777
2044-2046	172,636	7,221	179,857
	<u>\$ 1,300,257</u>	<u>\$ 643,481</u>	<u>\$ 1,943,738</u>

The changes in long-term obligations for the year ended December 31, 2018, are as follows:

	<u>Balance January 1, 2018</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance December 31, 2018</u>	<u>Due Within One Year</u>
Net pension liability	\$ 155,687	\$ -	\$ (83,569)	\$ 72,118	\$ -
Notes payable	1,329,518	-	(29,261)	1,300,257	30,192
Accrued personal leave	23,840	3,793	(6,479)	21,154	-
Total long-term obligations	<u>\$ 1,509,045</u>	<u>\$ 3,793</u>	<u>\$ (119,309)</u>	<u>\$ 1,393,529</u>	<u>\$ 30,192</u>

Note 7 - Unearned Revenue

The District assesses appraisal and collection fees for the first quarter of the following year, prior to year-end. At December 31, 2018, the District had recorded unearned revenue of \$350,611 for appraisal and collections assessments for 2019.

Note 8 - Fund Balance

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

Nonspendable fund balance includes fund balances that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. At December 31, 2018, the District had no nonspendable fund balances.

Restricted fund balance includes the amount that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. At December 31, 2018, the District had no restricted fund balances.

Committed fund balance is established and modified by a resolution from the District's Board, the District's highest level of decision-making authority, and can be used only for the specific purposes determined by the Board's resolution. At December 31, 2018, the District had committed fund balance of \$9,385 for the purpose of future equipment purchases.

Assigned fund balance is intended to be used by the District for specific purposes but does not meet the criteria to be classified as restricted or committed. At December 31, 2018, the District had \$122,287 in fund balance assigned for the purposes of refunding the 2018 budget surplus to its taxing entities.

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

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

Note 9 - Pension Plan

Plan Description

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the state-wide agent multiple-employer public employee retirement system consisting of 760 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or at <https://www.tcdrs.org>.

Benefits Provided

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

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

Membership

District membership in the TCDRS plan at December 31, 2017 consisted of the following:

Inactive Employees' Accounts	
Receiving Benefits	2
Entitled to but not yet receiving benefits	2
Total	4
Active Employees' Accounts	14
Total	14

Contributions

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

	Contribution Rates	
	2017	2018
Member	7.0%	7.0%
Employer	9.28%	9.44%
Employer Contributions	\$ 56,557	\$ 56,568
Member Contributions	42,662	41,946

Actuarial Assumptions

The total pension liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	December 31, 2017
Actuarial Cost Method	Entry age normal
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	12.7 years
Asset Valuation Method	5 year smoothed market
Discount Rate	8.10%
Long-term expected Investment Rate of Return*	8.10%
Salary Increases*	4.9%, average
Payroll Growth Rate	0.0%
*Includes Inflation of 2.75%	

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

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

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

There were no changes in methods reflected in the December 31, 2017 actuarial valuation. The following changes in actuarial assumptions were reflected in the December 31, 2017 actuarial valuation:

- Inflation assumptions decreased from 3.00% per year to 2.75% per year, with a corresponding decrease in the general wage growth assumption from 3.5% to 3.25%.
- Slightly adjusted all mortality rates to better reflect anticipated experience.
- Adjusted retirement rates to reflect people retiring at older ages.
- Lowered disability retirement rates.
- Adjustments made to termination rates.
- Lowered probability of withdrawal of contributions upon termination.
- Adjusted merit salary scale to reflect anticipated future experience.
- Adjusted payroll increase assumption to reflect the changes in the general wage growth assumption and to reflect changes in anticipated experience.

Discount Rate

The discount rate used to measure the total pension liability was 8.1%. There was no change in the discount rate since the previous year.

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

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

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

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

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2018 information for a 10-year time horizon.

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

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

Asset Class	Benchmark	Target Allocation ¹	Geometric Real Rate of Return (Expected minus Inflation) ²
US Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.55%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index ³	16.00%	7.55%
Global Equities	MSCI World (net) Index	1.50%	4.85%
International Equities - Developed Markets	MSCI World Ex USA (net) Index	11.00%	4.55%
International Equities - Emerging Markets	MSCI Emerging Markets (net) Index	8.00%	5.55%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	0.75%
Strategic Credit	FTSE High-Yield Cash-Pay Cappex Index	8.00%	4.12%
Direct Lending	S&P/LST A Leveraged Loan Index	10.00%	8.06%
Distressed Debt	Cambridge Associates Distressed Securities Index 4	2.00%	6.30%
REIT Equities	67% FTSE NAREIT Equity REITs Index+ 33% Global REIT (net) Index	2.00%	4.05%
Master Limited Partnerships (MLPs)	Alerian MLP Index	3.00%	6.00%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index ⁵	6.00%	6.25%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	18.00%	4.10%

¹ Target asset allocation adopted at the April 2018 TCDRS Board meeting.

² Geometric real rates of return in addition to assumed inflation of 1.95%, per Cliffwater's 2018 capital market assumptions.

³ Includes vintage years 2006 - present of Quarter Pooled Horizon IRRs.

⁴ Includes vintage years 2005 - present of Quarter Pooled Horizon IRRs.

⁵ Includes vintage years 2007 - present of quarter Pooled Horizons IRRs.

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

At December 31, 2018, the District reported a net pension liability of \$72,118 for its share of the TCDRS's net pension liability measured at December 31, 2017. For the fiscal year ended December 31, 2018, the District recognized pension expense of \$57,468.

New mortality assumptions were reflected in the 2017 actuarial valuation.

New annuity purchase rates were reflected for benefits earned after 2017.

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

Changes in the net pension liability for the measurement year ended December 31, 2017 are as follows:

Changes in Net Pension Liability / (Asset)	Increase (Decrease)		Net Pension Liability / (Asset) (a) - (b)
	Total Pension Liability (a)	Fiduciary Net Position (b)	
Balances at December 31, 2016	\$ 1,172,678	\$ 1,016,991	\$ 155,687
Changes for the year			
Service cost	79,462	-	79,462
Interest on total pension liability [1]	100,902	-	100,902
Effect of plan changes [2]	-	-	-
Effect of economic/demographic gains or losses	(18,682)	-	(18,682)
Effect of assumptions changes or inputs	4,111	-	4,111
Refund of contributions	(3,803)	(3,803)	-
Benefit payments	(9,334)	(9,334)	-
Administrative expenses	-	(833)	833
Member contributions	-	42,662	(42,662)
Net investment income	-	149,830	(149,830)
Employer contributions	-	56,557	(56,557)
Other [3]	-	1,146	(1,146)
Balances as of December 31, 2017	<u>\$ 1,325,334</u>	<u>\$ 1,253,216</u>	<u>\$ 72,118</u>

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

[2] No plan changes valued.

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

Discount Rate Sensitivity Analysis

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

	1% Decrease (7.10%)	Current Discount Rate (8.10%)	1% Increase (9.10%)
Total pension liability	\$ 1,567,204	\$ 1,325,334	\$ 1,127,301
Fiduciary net position	<u>1,253,216</u>	<u>1,253,216</u>	<u>1,253,216</u>
Net pension liability / (asset)	<u>\$ 313,988</u>	<u>\$ 72,118</u>	<u>\$ (125,915)</u>

At December 31, 2018, the District reported its share of the TCDRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resurces	Deferred Outflows of Resources
Differences between expected and actual economic experience	\$ 44,345	\$ 13,672
Changes in actuarial assumptions	-	17,125
Net difference between projected and actual investment earnings	12,029	-
Contributions paid to TCDRS subsequent to the measurement date	-	56,567
Total	\$ 56,374	\$ 87,364

\$56,567 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ending December 31, 2019. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense in the District's fiscal years as follows:

Year Ended December 31	Pension Expense
2019	\$ 5,887
2020	3,437
2021	(12,350)
2022	(14,072)
2023	(1,267)
Thereafter	(7,212)
	\$ (25,577)

Note 10 - Contingencies

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

Note 11 - Commitments

The District has contracted with a company for 2019 and 2020 to provide the District with valuations of oil, gas, and certain other industrial properties for \$41,250 for each year.

Note 12 - Risk Management

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



Required Supplementary Information
December 31, 2018

Caldwell County Appraisal District

Caldwell County Appraisal District
Schedule of Changes in Net Pension Liability and Related Ratios – Texas County & District Retirement System
Year Ended December 31, 2018

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

Caldwell County Appraisal District
 Schedule of Employer Contributions – Texas County & District Retirement System
 December 31, 2018

Year Ending December 31,	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a Percentage of Covered Payroll
2009	\$ 21,952	\$ 21,952	\$ -	\$ 430,427	5.1%
2010	25,240	25,240	-	454,769	5.6%
2011	34,163	34,163	-	488,735	7.0%
2012	46,641	46,641	-	513,669	9.1%
2013	48,922	48,922	-	534,668	9.1%
2014	54,974	54,974	-	588,584	9.3%
2015	53,657	53,657	-	596,855	9.0%
2016	52,867	52,867	-	593,350	8.9%
2017	56,557	56,557	-	609,455	9.3%
2018	56,568	56,568	-	599,237	9.4%

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

Assumptions

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

Valuation date	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	12.7 years
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	4.9% average, including inflation
Investment rate of return	8.10%, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in plan provisions	New annuity purchase rates were reflected for benefits earned after 2017.
Changes in assumptions	New mortality assumptions were reflected.

- 9. Approve Purchasing Department request for approval for signatures on contract 19CCP01P Professional security Door/Hardware Services for Caldwell County Sheriff's office and CML Security; Backup: 13**

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: 6.10.2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Purchasing Department requests approval for signatures on contract 19CCP01P Professional Security Door/Hardware Services for Caldwell County Sheriff's office and CML Security.

1. Costs:

Actual Cost or Estimated Cost \$ 487,839.90

Is this cost included in the County Budget? CO Funded

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Danie Blake</u>		<u>Purchasing Agent</u>
(2)	_____		_____
(3)	_____		_____

3. Backup Materials: None To Be Distributed 28 total # of backup pages (including this page)

4. 
Signature of Court Member Date 6/6/2019

Exhibit A

**Commissioners Court-Monday June 10, 2019
County Purchasing Department
RFP 19CCP01P Professional Security Door/Hardware Services**

Discussion Items:

Purchasing Department requests the approval for signatures on contract 19CCP01P for Caldwell County Sheriff's Office Jail Cell Repair of Professional Security Door/Hardware Services through contractor of CML Security in the amount of \$487, 839.90.

Notable Budget Items: \$487,839.90

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Request approval for signatures on contract 19CCP01P Professional Security Door/Hardware Services.

Department Head Signature:

A handwritten signature in blue ink that reads "Danice Fabe" followed by the date "6/4/19". The signature is written over a horizontal line.

CONTRACT BETWEEN CALDWELL COUNTY AND CML SECURITY

This Contract (the “**Contract**”) is entered into between Caldwell County, Texas, a political subdivision of the State of Texas (the “**County**”), and CML Security, a Colorado limited liability company (the “**Company**”). The County and CML may also be referred to collectively as the “**Parties**” or individually as a “**Party**.” The Effective Date of this Agreement shall be the date in which the last Party to the Contract signs the Contract.

ARTICLE I PURCHASE PROVISIONS

- 1.1 **Risk of Loss:** The Company shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery all risk of loss of, or damage to, each such item shall be borne by the Company until inspected and accepted in writing by the unauthorized representative of the County. The Company agrees that it shall maintain adequate insurance on the items purchased until accepted as required herein.
- 1.2 **Relationship:** The relationship between the parties to this Contract shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.
- 1.3 **Taxes:** All fees due to the Company under this Contract are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by purchaser. The Company shall not include Federal taxes or State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The County is exempt from payment of such taxes and an exemption certificate can be furnished to the Company if requested.
- 1.4 **Authorized Distributor:** The Company hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.
- 1.5 **Delivery:**
 - A. Delivery shall be made by a Company representative or common carrier and where indicated an installation call and inspection made by Company representative. Delivery shall be made on or before delivery date, as mutually agreed to by both parties subject to conditions beyond the Company's control.
 - B. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination, Lockhart, Texas, (inside delivery) departmental location specified. Title to the materials specified in the Contract passes to the County on the date of

acceptance of the items by the County. The Company agrees to be responsible for any loss or damages, or both, until materials have been delivered and accepted at destination.

- C. Loss or damage discovered at time of delivery of shipment to the County shall be noted on carrier's freight bill and the Company promptly notified. Loss or damage discovered after delivery of shipment to the County shall be promptly reported to the carrier and the Company. In either case, items shall be held for inspection by the carrier and/or the Company. All claims for damages occurring in transit shall be filed by the Company. The County shall not be responsible for filing of any damage claim and no payment for items will be made by the County until received in acceptable condition. The Company agrees that any such loss or damage shall not release the Company from any obligation hereunder.

1.6 **Warranties:**

A. The Company warrants and represents that the County shall acquire upon completion of payment good and clear title, free and clear of all liens, claims or encumbrances of any kind.

B. The Company warrants materials supplied under this Contract conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and Company agree that this Contract does not exclude or in any way limit other warranties provided for in this Contract by law.

C. The Company shall perform all work with due diligence, in a good and workmanlike manner and in accordance with specifications provided by the County or in the absence of such specifications, generally accepted professional standards, and, where applicable, standards imposed by law for comparable or similar services. The Company warrants that the goods delivered under this Contract will conform to the specifications provided by the County, if any, and that the goods will be merchantable, of good workmanship and material, free from defect and fit for their intended purpose. Except as otherwise specifically agreed, the Company shall provide all labor and skills, and all equipment, machinery, materials, and supplies necessary for the performance of such work.

1.7 **Notice and Assistance Regarding Patent and Copyright Infringement:** In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Company shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs and attorney's fees in connection with such claim or suit. The Company's contractual liability insurance shall cover the Company's and County's obligations under this paragraph.

1.8 **Funding Out Clause:** Any award pursuant to this proposal shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the Contract shall become null and void.

1.9 **Termination:** The County may, subject to the provisions below, by written notice of default to the Company, terminate the whole or any part of this Contract in any one of the following circumstances:

1. If the Seller fails to perform within the time specified herein or any extension thereof; or

2. If the Company fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the county may authorize in writing), after receipt of notice from the County specifying such failure; or

3. Continuing non-performance of the Company in terms of specifications shall be a basis for the termination of the Contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. The Company will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

4. In the event the County terminates this Contract in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph; or

5. The contract may be terminated by either party upon written thirty (30) days notice prior to cancellation.

1.10 **Payment:** Invoices should be sent directly to the Caldwell County Auditor, 110 S. Main Street, Lockhart, TX 78644. Payment will be processed after notification that receipt of merchandise and/or services have been made to the County's satisfaction. Installed, operable, acceptable, and invoiced item(s) and/or service(s) will be paid on a thirty (30) days term.

1.11 **Inspection:** The Company shall make the necessary inspections to familiarize themselves with all existing conditions involving each County facility, which may effect the performance of this Contract. Failure on the part of the Company to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the Contract price or the period of performance after award is made.

1.12 **Liquidated Damages:** Should the Company fail to deliver the equipment within the specified delivery date, the sum of \$250.00 (two hundred fifty and no/100 dollars) per calendar day will be deducted from the monies due the Company for purchase of the equipment. This sum shall not be considered a penalty, but rather as reasonable liquidated damages, since it would be

impracticable or extremely difficult to fix actual damages. An extension of time may be allowed for delays beyond the control of the awarded contractor at the discretion of the County.

1.13 **Change in Company Ownership:** In case of change in the Company ownership or loss of identity by assimilation or merger with another company, this Contract shall remain in effect and be binding on the successor company(ies).

ARTICLE II GENERAL PROVISIONS

2.1 **Venue:** The obligations of the parties to this contract are performable in Caldwell County, Lockhart, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Caldwell County, Lockhart, Texas.

2.2 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

2.3 **Legal Construction:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

2.4 **Assignment:** This Contract cannot be assigned without the prior written consent of the other party.

2.5 **Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.6 **Captions:** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

2.7 **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Contract, their assigns.

2.8 **Non-Discriminatory Policy:** The Company agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

2.9 **Compliance with Applicable Laws:** This Contract is subject to all legal requirements of Local, State, and Federal laws and the Company agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. The Company agrees to obtain and bear the expense of any required permit or license.

2.10 **Entire Agreement:** This Contract including the conditions, specifications, required attachments and the proposal which embodies the complete Contract of the parties hereto, superseding all oral or written previous and contemporary Contracts between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written Contract of the parties to be attached to and made a part of this Contract.

2.11 **Force Maieure:** Neither the County nor the Company shall be required to perform any term, condition or covenant in this Contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of the County or the Company except as herein provided, and which by the exercise of due diligence the County or the Company is unable, wholly or in part, to prevent or overcome.

2.12 **Indemnity- Liability:** The Company agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorneys fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the Company.

2.13 **Indemnity-Defense:** The Company shall also indemnify, protect and hold the County, its officers and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and the Company shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by the Company that in case the County, its officers, agents, and/or employees, are made defendant in any suit or action and the Company fails or neglects to assume the defense thereof, after having been notified so to do so by the County, that the County may compromise and settle or defend any such suit or action, the Company shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgment rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claim.

2.14 **Indemnity - Sub-Contractors:** The Company agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this Contract by the Company. When so desired by the County, the Company shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Company fails to do so, then the County may at the option of the Company either pay unpaid bills, of which the County has written notice, direct or withhold from the Company's

unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the Company shall be resumed in full, in accordance with the terms of this agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the Company or its surety.

2.15 **Indemnity - Workers Compensation:** The Company agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the Company shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

2.16 **Indemnity - Government Regulation:** In its performance of this Contract, the Company shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance violation by the Company of any such laws.

2.17 **Remedies:** The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract including the right to specific performance and offset.

2.18 **Disputes:** Except as otherwise provided in this contract, during the period of performance of the Contract, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Company. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Company mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the Company shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the Company shall proceed diligently with the performance of the agreement and in accordance with the County's decision.

2.19 **Non-Waiver:** Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the Company, its employees, agents or associates under the agreement nor shall approval be deemed to be the assumption of such responsibility by the County.

2.20 **Permits and Licenses:** The Company will maintain in effect during the term of this Contract any and all Federal, State and/or local licenses and permits which may be required of the Company.

2.21 **Insurance:** All contractors must adhere to the insurance requirements for this project. A copy of, an approved, Insurance form must be provided, and/or be on file with the Caldwell County Purchasing Department, prior to the Company starting working on this contract. All Insurance policies are to be kept current during the time frame of this contract.

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ARTICLE III
SPECIFICATIONS - SCOPE OF WORK

3.1 This Contract is for the replacement of the present professional security door/hardware services at the Caldwell County Sheriffs Office Jail at 1204 Reed Dr. Lockhart, TX 78644.

3.2 Any references to brand or model number and other information supplied herein are supplied to establish a minimum standard of performance, function and quality for the system. The County reserves the right to determine recognized and accepted equal substitutions.

3.3 The Company will conduct a conversion and apply modifications to the existing six detention slider line locations, which will be need to be replaced, modified, and converted to the Company's suggested recommended devices. The Company will ensure that the jail cell doors will bear hinged panels for a total of sixty devices; that there will be six. (6) new control panels installed at the head end of each cell line; that each panel will be labeled per door per cell line with open, stop, and close functions; and that after installation, any and all electronic controls that relay power for each door, will be tested for proper operation.

3.4 **Maintenance Inspections:**

A. Inspections must be made by the Company every six (6) months from the completion of the project through-out the warranty periods.

B. Inspections must be performed by a representative of the Company who is certified to perform any and all such inspections.

C. Inspections are to be conducted during normal working hours 8:00 AM to 5:00 PM (CST).

D. The Company is to call the Captain James Short at 512-398-4505 to set up an appointment.

E. After completion of the inspections the inspector must provide a verbal response to the County showing all the tests that were conducted to prove the complete operational and functionality of all aspects of the Systems. A copy of this information must also be provided in writing to the County.

F. The cost for this service and all associated cost; which may include but not limited to travel, hotel, phone, equipment, materials, etc., must be included in the total warranty cost.

3.5 **Systems Testing:** All systems will be tested, certified to the satisfaction of the County for their approval and acceptance.

3.6 **Performance of Work:**

A. All work shall be guaranteed to the satisfaction of the Building Maintenance Director. This Contract shall apply to all services and goods provided by the Company to the County whether presently in progress or furnished from time to time in the future. The Company shall diligently perform all work in a skillful and workmanlike manner.

B. The Company is fully obligated to the County for the validity and performance of each guarantee and each warranty required by these specifications.

C. Whenever, within the guarantee period, the Company is notified by the County that any item of equipment, material and/or workmanship has proved defective or is not meeting the specification requirements, the Company shall immediately replace, repair, or otherwise correct the defect or defects without cost to the County and the guarantee shall be extended another year from the date the repairs or replacements are completed for the defective item or items.

3.7 **Compensation:** The Company shall be entitled to such compensation as specifically authorized by the County in writing, which may be in the form of a contract, purchase order, work authorization or other written document. There shall be no increase in the compensation unless authorized by the County in writing.

3.8 **Site Work:**

1. The Company will ensure protection of County's property and equipment.
2. The Company will provide barriers as necessary or as directed by the County
3. The Company will ensure minimum obstruction to traffic.
4. The Company will be responsible for any damages to County property and/or personnel due to Company's negligence.
5. The Company will be responsible for the removal and disposal of the all the old equipment, supplies and/or materials daily.
6. The Company will be responsible for the removal and disposal of the all the supplies, materials and all packaging daily.
7. The Company will ensure the County's personnel and public's safety at all times.

3.9 **Independent Contractor:** In performing services or furnishing goods under this Contract, the Company shall act at all times as an Independent Contractor. The Company shall not make any commitment or incur any charge or expense in the name of the County. The Company expressly agrees, acknowledges and stipulates that neither this Contract nor the performance of its obligations or duties hereunder shall ever result in the Contract or anyone employed by the Company, being:

1) an employee, agent or representative of the County; or

2) entitled to any benefits from the County, including, without limitation, pension, profit sharing or accident insurance or health, medical, life or disability insurance benefits or coverage, to which employees of the County may be entitled. The County shall have no direction or control of the Company or its employees and agents except in the results to be obtained. The actual performance and superintendence of all work shall be by the Company, but such work shall meet the approval of the County.

3.10 The Company is responsible for the allocation of materials, personnel, suppliers, etc.

3.11 All wiring shall be neatly bundled.

3.12 All electrical power to the electronic security systems shall be connected to the standby power source. All power to electronic control systems processors shall be connected to an uninterruptible power supply and transient surge protected.

3.13 The Company, at the County's authorization, shall perform all cutting, fitting, repairing, patching, replacing, and finishing of work where it is necessary to permit installation. The Company shall repair or replace fireproofing removed or damaged.

3.14 The Company shall provide training of operations and maintenance staff.

3.15 The Company shall provide Operations and Maintenance manuals.

3.16 The Company shall provide hardware and technical support over the phone or internet access twenty-four hours a day, seven days a week throughout the calendar year.

3.17 The Company is required to take its own measurements and provide its own scaled drawings, specifications and schematics.

3.18 Pursuant to the Notice to Contractors, and accordance with the Conditions and Specifications, the Company offers to furnish and deliver to the County, professional security door/hardware services for the total net sum of \$487,839.90

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THIS CONTRACT BETWEEN CALDWELL COUNTY AND CML SECURITY IS HEREBY EXECUTED in duplicate originals to be effective as of the date of the last signature below.

CALDWELL COUNTY, TEXAS

By: _____
Judge Hoppy Haden
Caldwell County Judge
County Courthouse
110 S. Main Street
Lockhart, TX 78644

Date: _____

Attest: _____
Teresa Rodriguez
Caldwell County Clerk

CML Security

By: _____
Bob Brown
16103 University Oak, Suite 200
San Antonio, TX 78249

Date: _____

**10. Approve Statement of Concurrence(SOC)
between Caldwell County, Texas and
Martindale Fire Department; Backup: 2**

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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Statement of Concurrence(SOC) between Caldwell County, Texas and Martindale Fire Department

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

6/6/2019

Date

Statement of Concurrence (SOC)

Between

Caldwell County, Texas and Martindale Fire Department

To: Federal Communications Commission (FCC) and coordinating agencies

Date: 5/29/2019

Caldwell County is the current licensee of 154.3700Mhz operating under call sign 'KMA964'. This site is located in the City of Lockhart near the North East city limits. The Martindale Fire Department has applied for a license to operate a relay station using 154.3700Mhz as an input mobile (MO) frequency type. The Martindale Relay Site will be located at 206 Main St. Martindale, Texas 78655. If approved, both entities will operate on 154.3700Mhz in an overlapping base service contour as part of each parties license.

Because both entities will share this frequency, the FCC requires an agreement be in place between both parties before the second licensee's application will be approved. This Statement of Concurrence satisfies the need of an approved agreement. Caldwell County has the opportunity to mark one of two responses to either approve or object to the agreement outlined in this SOC.

As the secondary applicant for the shared frequency, Martindale Fire Department agrees to be solely responsible to mitigate any interference issues caused by their use of the frequency. This includes equipment, labor, and property needed to cease the interference. If a solution cannot be found for the interference between the two agencies, the Martindale Fire Department will abandon its use of 154.3700Mhz. Interference caused by other entities or equipment, other than that of the Martindale Fire Department, are not material within this agreement.

Under the agreement and terms outlined in this document, Caldwell County will

APPROVE OBJECT

(to) this agreement and the shared use of frequency 154.3700Mhz

Date: 30 MAY 19 Entity Name: Caldwell County, Texas
Authorizing by: Carrie Chalfour Title: Chief - EMC
Authorizing Signature: [Signature] Chief EMC
Address: 1403 Blackjack St, Ste E, Lockhart, TX 78644

11. To accept updated lease between Health and Human Services Commission (HHSC) and Caldwell County; Backup: 10

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to accept updated lease between Health and Human Services Commission (HHSC) and Caldwell County.

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 10 , total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date



STATE LEASE AGREEMENT

1. PARTIES

This Lease Agreement (the "Lease") is made by and between Caldwell County, Texas ("Lessor"), and the State of Texas, acting by and through the Health and Human Services Commission ("Lessee"), each a "Party" and collectively the "Parties," pursuant to Lessee's delegated authority from the Texas Facilities Commission ("TFC") and in accordance with the provisions of *Texas Government Code* § 2167.051(2)(B).

2. LEASE REPRESENTATIVES

The following individuals will act as the designated Representative authorized to administer activities under this Lease on behalf of their respective Party. All non-legal notices given under this Lease by either Party shall be deemed delivered when received via e-mail, or deposited in the United States mail, postage paid, certified, return receipt requested, or with a common carrier, overnight, signature required, to the appropriate address below:

Lessor

Hoppy Haden
110 South Main Street, Suite 201
Lockhart, Texas 78644
(512) 398-1809
hoppy.haden@co.caldwell.tx.us

Lessee

Naomi Martinez, CTCM
4616-1 West Howard Lane, Suite 120
Austin, Texas 78728
(512) 832-7729
naomi.martinez@hhsc.state.tx.us

Either Party may change its designated Representative by written notice to the other Party.

3. PURPOSE AND PROPERTY LEASED

This Lease is entered into for the purpose of leasing real property owned by the Lessor to Lessee for use by one or more of its departments.

The real property to be leased shall be 4,484 total square feet, not including shared or common area space. This real property is more commonly described as the property located at 1403 Blackjack, Ste G & F, Lockhart, Texas 78644 (the "Premises").

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the Premises described herein.

Lessee promises, in return for the consideration described herein to pay the Lessor from current revenues available to the Lessee.

4. TERMS OF LEASE

This Lease shall be for the initial period of 42 months commencing on March 1, 2019 (the "Commencement Date"), and ending on August 31, 2022 (the "Termination Date"), unless renewed, extended, or terminated pursuant to the terms and conditions of this Lease.

5. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base monthly rent of **\$2,875.50** during the initial term of this Lease in accordance with Attachment A, Rent Schedule. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This Lease is made and entered into contingent upon the continuation of the availability of money appropriated by the Texas Legislature to pay for this Lease. In the event the Texas Legislature or the Executive Branch of the State of Texas cease to fund this Lease, or the Lessee ceases to exist as a result of the Texas Legislative sunset review process, then the Lessee upon written notice to the Lessor, may terminate this Lease on the date set forth within the Lessee's written notice or reaffirm this Lease for a successor-in-interest agency.

6. RENEWAL OPTION

By mutual agreement between Lessee and Lessor, this Lease may be renewed for any period or periods of time no greater than a cumulative total of nine and half (9.5) years, which nine and half-year period includes the initial lease term. Lessee shall give Lessor written notice of intention to either renew or not renew this Lease at least sixty (60) days prior to expiration of this Lease.

7. GENERAL LEASE COVENANTS

7.1 Lessee's Covenants. This Lease is made upon the following additional expressed conditions and limitations, each of which Lessee covenants will be observed and performed throughout the initial term of this Lease and any extension thereof, and violation of any covenant thereof followed by written notice so declaring given by the Lessor's designated Representative, if not cured within thirty (30) calendar days of such notice shall give Lessor the option to terminate this Lease:

- (a) The Premises hereby leased shall be used and occupied by the Lessee and one or more of its departments to facilitate the delivery of social services to residents of Texas and Caldwell County or other uses as deemed necessary by Lessee.
- (b) Lessee shall make no alterations, additions or improvements in, to or about the Premises without prior written consent of the Lessor.
- (c) Lessee will conform to such reasonable regulations which may be established from time to time by Lessor, for the general convenience of all of the tenants, except when such regulations conflict with federal and state laws or regulations, or agency procedures.
- (d) Lessee shall maintain in tenant able condition the Premises and, at the expiration or other termination of this Lease, shall surrender said Premises and fixtures in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of the Lessee or occupying department(s) in or out of said building, and all breakage or any other injury done by the Lessee, or its agents, employees or invitees, when authorized by Lessee, shall be repaired by the Lessor at the expense of the Lessee.
- (e) Lessee, upon receiving forty-eight (48) hours written notice, will permit Lessor's designated Representative, to enter upon and examine the Premises for the purposes of inspection and any repairs which Lessor deems necessary for the protection of the building and leased premises. In the event of emergency or disaster, Lessor shall not have to give notice.

7.2 Lessor's Covenants. This Lease is made upon the following additional expressed conditions and limitations, each of which Lessor covenants will be observed and performed throughout the initial term of this Lease and any extension thereof, and violation of any covenant thereof followed by written notice so declaring given by the Lessee's designated Representative, if not cured within thirty (30) calendar days of such notice shall give Lessee the option to terminate this Lease:

- (a) Shall allow Lessee to peaceably hold and enjoy the Premises.
- (b) Lessor shall make available for Lessee and occupying department(s) the necessary services for the operation and maintenance of the building, including but not limited to heating, air-conditioning, mechanical work and general upkeep of the complex.
- (c) In the event the Premises hereunder or any part thereof shall at any time during the term hereof be damaged by fire or other such casualty, so as to be unfit for the use and occupancy, the rent provided herein, or a just and proportionate part thereof, according to the nature and extent of the damage sustained, shall be abated until the said Premises shall have been duly repaired and restored by the Lessor, or, in case the said building be substantially destroyed then at the election of either the Lessor or Lessee, this Lease may be terminated and the Parties shall be released from all obligations under this Lease.
- (d) During the term of this Lease, Lessor will not rent, lease, or otherwise furnish space in this or and adjacent building under its control to any enterprise which in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the Lessee's or occupying department(s) normal governmental activity. Lessor shall not lease space that would locate or collocate any regulated parties which have an interest in the Lessee or whose occupation of these premises would cause the Lessee to be in violation of a state statute.
- (e) Lessor will provide furniture to meet the needs of Lessee or occupying department(s). Said property shall include but not limited to multifunction work stations/ desk, task chairs, tables, filing cabinets.
- (f) Lessee or occupying department(s) may bring on the Premises any additional furniture, fixtures, and equipment reasonable necessary for the efficient exercise of Lessee's governmental responsibilities and the Parties agree that all such property shall remain the property of the Lessee or occupying department(s) (e.g. including but not limited to personal computers, printers, facsimile, and postage meter). The Lessor shall furnish the waiting and break areas and the Parties agree that all furniture and appliances within these areas are the property of the Lessor, unless clearly marked as state property.
- (g) The Lessor shall provide a temperature controlled secured room to house the Lessee's network equipment and permit Lessee to establish network connectivity via cabling throughout the Premises to accommodate the Lessee's or occupying department(s) needs.
- (h) Lessor shall maintain Premises and buildings in tenantable condition and promptly cure all defects and/or make required repairs with seven (7) calendar days of notice. Conditions presenting life, safety or security breaches must be cured no later than twenty-four (24) hours of such notice. Lessor's failure to reasonably comply may result in the Lessee completing needed repairs at the Lessor's expense. The commercially reasonable cost thereof shall be deducted by the Lessee from the following month's rent.
- (i) Lessor must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. Lessee shall have no interest in the policy or policy proceeds and Lessor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that Lessee may place or cause to be placed upon the Premises.

- (j) Lessor must maintain a policy or policies of comprehensive general liability insurance insuring Lessor against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Premises are located, and any other losses caused by or related to the duties and obligations of Lessor under this Lease. Lessor shall designate Lessee as an additional insured on the policy.
- (k) Lessor acknowledges that, because Lessee is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Lessee (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the "Texas Tort Claims Act," *Texas Civil Practice and Remedies Code* Chapters 1010 and 104, and that Workers' Compensation Insurance coverage for employees of Lessee is provided by Lessee as mandated by the provisions of *Texas Labor Code* Chapter 503. Lessor further acknowledges that, as an agency of the State of Texas, Lessee has only such authority as is granted to Lessee by state law or as may be reasonably implied from such law, and that Lessee shall have the right, at its option, to (a) obtain liability insurance protecting Lessee and its employees and property insurance protecting Lessee's buildings and the contents; or (b) self-insure against any risk that may be incurred by Lessee as a result of its operations under this Lease. Any obligation by Lessee under this Lease to obtain insurance is expressly made subject to the Lessee's authority under state law to obtain such insurance. No insurance carrier of either Party shall have a right of subrogation against the other Party to this Lease.

8. LEASE REQUIREMENTS

- 8.1 Condition of Premises. Lessor warrants that the Premises is not in violation of any city, state, or local ordinance or statute or any restrictions imposed against the Premises for the Lessee or occupying department(s) intended governmental purpose.
- 8.2 Adverse Building Conditions. Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination, or any other condition that would create unsanitary, unattractive or unsafe conditions.
- 8.3 Minimum Square Footage. As a condition of occupancy, Lessor certifies that the Premises contains the minimum usable square footage specified in this Lease.
- 8.4 Payment of Utilities. The Lessee will be responsible to reimbursement Lessor for utilities based upon a prorated amount for the entire 3,834 square feet in Suite G. Lessee will be responsible to reimbursement Lessor for utilities based upon a prorated amount of thirty six (36) percent for the entire 650 square feet in Suite F. Lessor will be responsible for providing Lessee access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, cable and internet, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- 8.5 Telephone System. Lessor will be responsible for providing and maintaining the telephone system for local/long distance phone services at the Premises. Lessee shall be responsible for providing and maintaining long distance service and equipment at its own expense.

- 8.6 Burglar Alarm System. Lessee will be responsible for providing and maintaining a burglar alarm system and locking system at the Premises.
- 8.7 Exterior Doors and Keys. All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- 8.8 Janitorial Services and Supplies. Lessee will be responsible for janitorial services for the Premises.
- 8.9 Pest Control. Lessor shall provide quarterly interior and exterior pest control services, and any additional pest control services as needed.
- 8.10 Maintenance of Building. Lessor will be responsible for keeping the Premises and building(s) in good repair and condition during the continuance of the term of this Lease. During the continuance of the term of this Lease, said maintenance is to include, but not be limited to the following services: repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners, and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned out light bulbs, fluorescent tubes, ballasts and starters. If the Lessee, or its agents, cause damage to said property that goes beyond "normal wear and tear" the Lessee is responsible to repair or pay for those repairs.
- 8.11 Deferred Maintenance and Repairs. Lessor within one hundred and eighty (180) days of the effective date of this Lease will either repair, replace, update, or rehabilitate the following items:
- (a) Replace damaged VCT throughout the bathroom.
 - (b) Clean the carpet throughout facility.
 - (c) Repair all parking stops.
 - (d) Pave and/ or repair parking lot.
 - (e) Restripe 19 parking spaces and 2 accessible parking spaces in accordance with Texas Accessibility Standards ("TAS").
 - (f) Power wash sidewalks and front entrance of facility.
- 8.12 Non-Smoking Area. Lessor will designate the leased space occluded under this Lease as a "non-smoking area."
- 8.13 Parking. Lessor shall provide ample off-street parking for client and staff vehicles. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the Premises. Lessor shall also provide accessible parking spaces in accordance with TAS.
- 8.14 Exterior off Building Maintenance. Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Conversion to Limited Month-to-Month Lease. Lessee may, upon written notice to the Lessor at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Premises for a period specified in the notice, not to exceed one hundred eighty (180) days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period.
- 9.2 Termination for Convenience. Lessor and Lessee expressly agree that either Party may, at any time within the initial or any renewal period, terminate this Lease without incurring any further liability after termination by providing, as appropriate, written notice not less than one hundred twenty (120) calendar days before the specified termination date.
- 9.3 Payment of Taxes. Lessor, when applicable, will be responsible to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the Premises and improvements during the term of this Lease.
- 9.4 Signage. Any signs necessary to indicate the Lessee's or occupying department(s) name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the property and in keeping with building décor. Lessor shall provide the Lessee with a copy of its standardized signage rules prior to execution of this Lease. Any special requirements of Lessee standardized signage rule, must be stating in writing and made a part of this Lease. Any cost of compliance with this section in excess of the amount that would be required for the Lessor's standard signage shall be borne by the Lessee.
- 9.5 Property of Lessee. On termination of this Lease, by lapse of time or otherwise, the Lessee and/or occupying department(s), may for one hundred eighty (180) calendar days thereafter, at its option and expense remove from said Premises any and all improvements, equipment, appliances or other property placed or owned by it thereon. The Parties by mutual agreement may either reduce or extend the time allowed for the Lessee and/or occupying department(s) to remove its property. Lessee shall deliver the Premises to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are expected.
- 9.6 Condemnation. If during the term of this Lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this Lease upon thirty (30) days notice to the Lessor of its election to do so.
- 9.7 Commencement of Occupancy. Lessee is not obligated to pay rent and other sums under this Lease until the premises are available to Lessee for full occupancy and are suitable for use as office space for a state agency. If Lessor is unable to give Lessee full possession of the Premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the Premises will be ready for occupancy. If full possession is delayed, Lessee, in its sole discretion, may terminate this Lease at any time without liability to the State of Texas or Lessee, and seek other leased space.

If the Lessee so elects, the Lessee may continue to treat this Lease as if in full force and effect for a period of no more than one hundred twenty (120) calendar days after the Commencement Date of this Lease. During this time, or for as long as possession does not commence, the rent shall not be paid.

- 9.8 **Abandonment.** The Lessee or occupying department(s) will not, without notifying the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted. In the event the Lessee's need for such space terminates, the Lessee will make every attempt to notify the Lessor one hundred twenty (120) calendar days before vacating the Premises, but will accrue no liability if such notice cannot be given.
- 9.9 **Assignment.** Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the Premises to any private entities (persons or corporations) it deems to be in the best interest of the state of Texas.
- 9.10 **Default by Lessor.** In the event Lessor shall breach or be in default in the strict performance of any of the covenants or obligations imposed upon Lessor by this Lease, and shall remain in default for a period of thirty (30) calendar days after written notice of such default, Lessee shall have the right to terminate this Lease, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. Lessee specifically shall be entitled to deduct amounts expended on repairs necessary to maintain the suitability and habitability of the Premises.
- 9.11 **Default By Lessee.** If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within sixty (60) calendar days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of Premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of premises, and damages occasioned by Lessee's default.
- 9.12 **Failure to Enforce.** The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of such covenants or conditions in future instances, but the same shall continue and remain in full force and effect.
- 9.13 **Legal Notices.** Any legal notice required under this Lease shall be deemed delivered when deposited by the Lessee either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Lessor

Caldwell County, Texas
Attn: Hoppy Haden, County Judge
110 South Main Street, Suite 201
Lockhart, Texas 78644

Lessee

Health and Human Services Commission
Attn: Office of the Chief Counsel
4900 N. Lamar Boulevard; MC 1100
Austin, Texas 78751-6500

Legal notice given by Lessor shall be deemed effective when received by the Lessee. Either Party may change its address for legal notice by written notice to the other Party.

- 9.14 **State Auditor's Office.** Lessor understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by contractors or subcontractors through Lessor and the requirement to cooperate is included in any contract related to this Lease that the Lessor may award.

9.15 Texas Accessibility Standards. In signing this Lease, the Lessor certifies that the Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee.

Lessor specifically covenants and warrants that the Premises and leased space will at all times comply with the TAS requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.

9.16 Sovereign Immunity. Nothing in this Lease will be construed as a waiver of sovereign immunity by the state of Texas or Lessee. Notwithstanding the forgoing, if Lessor is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in this Lease should be construed to abrogate any rights or affirmative defenses available to Lessee and Lessor under doctrines of sovereign and official immunity.

9.17 Governing Law and Venue. This Lease and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the state of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Lease will be in a court of competent jurisdiction in Travis County, Texas, unless otherwise elected by the Lessee. Lessor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Lease or any document related hereto.

9.18 Entire Lease and Amendments. This Lease and attachments hereto constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated herein are void and have no legal effect. Any future amendment or modification to this Lease are not valid unless evidenced in writing and signed by the Lessor and Lessee.

10. SIGNATURES

This Lease is effective as of the Commencement Date written above.

LESSOR:
Caldwell County, Texas

By: _____
Honorable Hoppy Haden
Caldwell County Judge

Date: _____

LESSEE:
**State of Texas, acting by and through the Health
and Human Services Commission**

By: _____
Cindy Coffey
Regional Director for Regional Administrative
Services

Date: _____

Attachment A

RENT SCHEDULE

Agency / Occupying Department(s)	Usable Sq. Ft.	Annual Base Rate / SF	Annual Base Rent	Monthly Base Rent
HHSC / AES	3,834 sq. ft.	\$9.05	\$120,771.00	\$2,875.50

AGENDA ACTION ITEMS

- 12. Discussion/Action** regarding the burn ban.
Cost: None; Speaker: Judge Haden / Carine Chalfoun; Backup: None.

13. Discussion/Action Consideration and approval of an order by the commissioners court of Caldwell County, Texas authorizing the issuance of “Caldwell County, Texas limited tax refunding bonds, series 2019”, levying an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property in the county for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrars agreement, an official bid form, and an escrow deposit letter, complying with the provisions of the depository trust company’s letter of representations; delegating the authority to certain members of the Commissioners Court and county staff to execute certain documents relating to the sale of the bonds; and providing an effective date; **Cost: None; Speakers: Judge Haden/ Barbara Gonzales/ Stephanie Liebe; Backup:52**

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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "CALDWELL COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2019"

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
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(1) Judge Haden

(2) Barbara Gonzales

(3) Stephanie Liebe

3. **Backup Materials:** None To Be Distributed 52 total # of backup pages (including this page)

4. 
Signature of Court Member

6/6/2019
Date

AN ORDER BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "CALDWELL COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2019", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITED PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY IN THE COUNTY FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL BID FORM, AND AN ESCROW DEPOSIT LETTER, COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Commissioners Court*) of Caldwell County, Texas (the *County*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate principal amount of \$3,560,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this order (the *Refunded Obligations*); and

WHEREAS, the Commissioners Court intends to issue an aggregate principal of \$_____ in limited tax refunding bonds the proceeds of which will be utilized to provide for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the Commissioners Court is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent for the Refunded Obligations which is not the depository bank of the County; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of

receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the County for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, JPMorgan Chase Bank, National Association, Austin, Texas currently serves as the paying agent for the 2007 Obligations and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas currently serves as the paying agent for the 2010 Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is not a depository bank of the County, will serve as the Escrow Agent (hereinafter defined) and the Paying Agent/Registrar (hereinafter defined) for the limited tax refunding bonds; and

WHEREAS, the Commissioners Court also hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the limited tax refunding bonds herein authorized and being issued to refinance the County's debt service and associated tax rates in the coming years, and such refunding will result in a gross savings of \$ _____, excluding the County's cash contribution of \$ _____; and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code, the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines, pursuant to the authority provided by the Act, to delegate to the Authorized Representatives (defined herein) the authority to execute and "approval certificate" (a form of which is attached hereto as Schedule II) to approve the final terms of the limited tax refunding bonds issued hereunder; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the limited tax refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the County, now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Date. Limited tax refunding bonds of the County shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$ _____) to be designated and bear the title of "CALDWELL COUNTY, TEXAS LIMITED TAX LIMITED TAX REFUNDING BONDS, SERIES 2019" (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1207, as amended, Texas Government Code, and an order (the *Order*) adopted by the Commissioners Court on June 10, 2019.

As authorized by Chapter 1207, as amended, Texas Government Code (the *Act*), the County Judge, the County Auditor, the County Treasurer, and/or the County Attorney (each of the foregoing, individually, an *Authorized Representative*) are each hereby authorized, appointed, and

designated as the officer of the County authorized to act on behalf of the County in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, in determining whether to sell the Bonds pursuant to a negotiated or competitive sale based upon the advice of the County's Financial Advisor, to sell the Bonds on a tax-exempt or taxable basis, in determining whether or not to designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, subject to market conditions at the time of pricing and sale of the Bonds, the approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the Dated Date thereof, the rate of interest to be borne on the principal amount of the Bonds, and the structuring of the Bonds as current interest or premium capital appreciation bonds. Each Authorized Representative, acting for and on behalf of the County, is authorized to execute the Approval Certificate attached as Schedule II hereto. The Bonds shall be issued in the principal amount not to exceed \$3,560,000, the maximum maturity of the Bonds will be February 1, 2029, the refunding will result in [a gross savings of at least \$1.00, exclusive of the County's cash contribution, and the net effective per annum interest rate (federal arbitrage yield) shall not exceed a rate greater than ___% per annum. Lastly, each Authorized Representative is authorized to select the bond insurer, if any, with respect to the Bonds. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the County to the Purchasers (hereinafter defined) in accordance with the provisions of the Act. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Order to reflect such final terms.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated _____, 2019 (the *Dated Date*) and shall be in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof within a Stated Maturity, shall be lettered "R-" and numbered consecutively from One (1) upward and principal shall become due and payable on February 1 in each of the years as described below (the *Stated Maturities*) and in amounts and bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about _____, 2019), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the rates per annum, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about _____, 2019), or from the most recent Interest Payment

Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 11 and August 1 in each year, commencing August 1, 2019 (each, an *Interest Payment Date*), while the Bonds are Outstanding.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined), appearing on the Security Register (hereinafter defined), of the Bonds.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the *Holder* or *Holder*s) maintained on behalf of the County by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 1, 20__ and February 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

<u>Term Bonds</u> Stated to Mature on February 1, 20__		<u>Term Bonds</u> Stated to Mature on February 1, 20__	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Bonds having Stated Maturities on and after February 1, 20__, shall be subject to redemption prior to Stated Maturity, at the option of the County, on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the County to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the County.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption shall be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount

thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Order.

F. Transfer/Exchange of Bonds. Neither the County nor the Paying Agent/Registrar shall be required to (1) transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the County by its County Judge under the seal of the Commissioners Court reproduced or impressed thereon, registered by the County Treasurer, and countersigned by the County Clerk. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every Holder of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/ Registrar for cancellation,

accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the County shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond. The Bonds herein authorized shall be issued initially either (i) as a fully registered bond in the total principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*) and, in either case, the Initial Bond shall be registered in the name of the Purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. At any time after the delivery of the Initial Bond to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or his or their designee, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts, bearing applicable interest rates, and shall be lettered "R" and numbered

consecutively from one (1) upwards, for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such written instructions from the Purchasers, or his or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. **Forms Generally.** The Bonds, the Registration Certificate of Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the County or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Bonds.

REGISTERED
NO.

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
CALDWELL COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS,
SERIES 2019

Dated Date: _____, 2019 Interest Rate: _____ Stated Maturity: _____ CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

Caldwell County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the *Holder*), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about _____, 2019), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each an *Interest Payment Date*) commencing August 1, 2019.

Principal and premium, if any, on this Bond shall be payable to the Holder, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Bonds*) pursuant to an order adopted by the Commissioners Court of the County (the *Order*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs and expenses of issuing the Bonds under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the County.

The Bonds stated to mature on February 1, 20__ and February 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>		<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

The Bonds stated to mature on and after February 1, 20__ may be redeemed prior to their Stated Maturities, at the option of the County, on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to the Holder of the Bonds to be redeemed by United

States mail, first class postage prepaid, and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar with the Assignment hereon, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity or its redemption, in whole or in part, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon. (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be

affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Bond to be duly executed under the official seal of its Commissioners Court.

CALDWELL COUNTY, TEXAS

By: _____
County Judge

COUNTERSIGNED:

County Clerk and Ex-Officio
Clerk of the Commissioners Court

REGISTERED:

County Treasurer

(SEAL OF COMMISSIONERS COURT)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Not to appear on Definitive Bonds

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas, as
Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

- (i) immediately under the name of the bond the headings "Interest Rate _____" and "Stated Maturity _____" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

Caldwell County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof (the *Holder*), the Principal Amount specified above stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
---------------------------------	-------------------------------	---------------------------

(Information to be inserted from schedule in Section 2 hereof).

Principal, and premium, if any, of this Bond (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about _____, 2019), or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each an *Interest Payment Date*), commencing August 1, 2020.

Principal and premium, if any, of this Bond shall be payable to the Holder, upon its presentation and surrender at Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the County or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 21 and 38 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Representatives* shall mean the County Judge, County Auditor, the County Treasurer, and/or the County Attorney.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Order.

C. The term *Bonds* shall mean the \$ _____ "CALDWELL COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2019" authorized by this Order.

D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers thereof.

E. The term *County* shall mean Caldwell County, Texas and, where appropriate, the Commissioners Court of the County.

F. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

G. The term *Depository* shall mean an official depository bank of the County.

H. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its

equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

I. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Bond.

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 1 and August 1 of each year, commencing August 1, 2019, while any of the Bonds remain Outstanding.

K. The term *Order* shall mean this order adopted by the Commissioners Court of the County on June 10, 2019.

L. The term *Outstanding* when used in this Order with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the County in accordance with the provisions of Section 23 of this Order by the irrevocable deposit with the Paying Agent/ Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to Stated Maturity or redemption, as the case may be; provided, however, that, if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Order or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar or waived; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 1 of each year, as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "LIMITED TAX REFUNDING BONDS, SERIES 2019, INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 21. Authorized Representatives of the County are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or

interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Order, at the option of the County, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

SECTION 12: Deposits to Bond Fund - Excess Bond Proceeds. The County hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest

and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Bonds along with any taxes collected pertaining to the Refunded Obligations after the Closing Date shall be deposited to the Bond Fund and ad valorem taxes levied and collected shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13: Security of Funds. All money on deposit in the funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Order.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the County.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the County may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 18: Sale of Bonds at Competitive Sale; Approval of Official Statement; Proceeds of Sale. The Bonds authorized by this Order are hereby sold by the County to _____, _____, _____, as the authorized representative of a group of purchasers at a competitive sale (the *Purchasers*, and having all of the rights, duties, and obligations of a Holder) in accordance with the provisions of an Official Bid Form dated _____, 2019 (the *Official Bid Form*), attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes, at the price of par, plus a [net] reoffering premium of \$ _____ (including the Purchasers' compensation of \$ _____), plus accrued interest, if any, to the date of initial delivery of the Bonds to the Purchasers, and is hereby approved and confirmed. The Initial Bond shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Bonds whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the County. The pricing and terms of the

sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the County. Any Authorized Representative is hereby authorized and directed to execute the Official Bid Form for and on behalf of the County and as the act and deed of this Commissioners Court, and in regard to the approval and execution of the Official Bid Form, the County hereby finds, determines and declares that the representations, warranties, and agreements of the County contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the County. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Official Bid Form.

Proceeds from the sale of the Bonds shall be applied as follows:

(1) Accrued interest on the Bonds (in the amount of \$ _____) received from the Purchasers shall be deposited into the Bond Fund.

(2) The County received a [net] reoffering premium from the sale of the Bonds of \$ _____ which is hereby allocated by the County in the following manner: (A) \$ _____ to pay the Purchasers' compensation, (B) \$ _____ to pay the costs of issuance, (C) \$ _____ representing additional proceeds, which shall be deposited into the Bond Fund, and (D) the remaining \$ _____ shall be deposited in accordance with the terms of the Escrow Agreement (hereinafter defined).

Furthermore, the County hereby ratifies, confirms, and approves in all respects (i) the County's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2019, in the reoffering, sale and delivery of the Bonds to the public. The County Judge and/or County Clerk are further authorized and directed to manually execute and deliver for and on behalf of the County copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Commissioners Court and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 19: Escrow Deposit Letter Approval and Execution; Proceeds of Sale; Contribution by County. The Escrow Deposit Letter dated as of _____, 2019 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Escrow Agreement*) between the County and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the County, is hereby authorized to be executed by the County Judge and County Clerk and on behalf of the County and as the act and deed of this Commissioners Court; and such Escrow Agreement as executed by said officials shall

be deemed approved by the Commissioners Court and constitute the Escrow Agreement herein approved.

Furthermore, any Authorized Representative, any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Escrow Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CALDWELL COUNTY, TEXAS LIMITED TAX REFUNDING BOND SERIES 2019 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Order, and the Escrow Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the County (less certain costs of issuance and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment of the Refunded Obligations in an account in the name of the County and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Representative.

SECTION 20: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to their respective dates of redemption. The County Clerk shall give written notice to the Escrow Agent that all of the Refunded Obligations have been called for redemption, and the Commissioners Court orders that such obligations are called for redemption on the earliest optional redemption date set forth on Schedule I attached hereto and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of each notice of redemption pertaining to the Refunded Obligations is attached to this Order as Exhibit D and are incorporated herein by reference for all purposes. The Escrow Agent is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the orders authorizing the issuance of the Refunded Obligations.

SECTION 21: Covenants to Maintain Tax-Exempt Status.

A. **Definitions.** When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the County shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the

Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Bonds with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the County reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Current Refunding of the Refunded Obligations. The Bonds are issued, in part, to refund the Refunded Obligations set forth on Schedule I hereto, and the Bonds will be issued, and the proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the County has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The County has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the County expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

L. Elections. The County hereby directs and authorizes any Authorized Representative, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. Section 265 of the Code provides, in general, that interest expense to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of such obligations. In addition, section 265 of the Code generally disallows 100% of any deduction for interest expense which is incurred by "financial institutions" described in such section and is allocable, as computed in such section, to tax-exempt interest on obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this interest disallowance rule for financial institutions, stating that such disallowance does not apply to interest expense allocable to tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which are properly designated by an issuer as "qualified tax-exempt obligations." An issuer may designate obligations as "qualified tax-exempt obligations" only if the amount of the issue of which they are a part, when added to the amount of all other tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) obligations and other than certain current refunding bonds) issued or reasonably anticipated to be issued by the issuer during the same calendar year, does not exceed \$10,000,000. A tax-exempt obligation may be "deemed-designated as "qualified tax-exempt obligations" and receive the same treatment and not count against the County's annual \$10 million limit to the extent the amount of the County does not exceed the amount of the Refunded Obligations, (i) the Bonds are a current refunding of the Refunded Obligations, (ii) the Refunded Obligations were designated as a "qualified tax-exempt obligation", (iii) the weighted average maturity of the Bonds does not exceed the remaining weighted average maturity of the Refunded Obligations, (iv) the amount of the Bonds does not

exceed \$10 million, and (v) the maturity date of the Bonds is not later than 30 years after the date the original "qualified tax-exempt obligation" was issued.

The County will designate the Bonds as "qualified tax-exempt obligations" or the County will deemed designate the Bonds as "qualified tax-exempt obligations" within the meaning of section 265(b) of the Code. In furtherance of that designation, the County will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations."

SECTION 22: Control and Custody of Bonds. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

Furthermore, any Authorized Representative, either or all, are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the County's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 23: Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made), the redemption date thereof. In the event of a defeasance of the Bonds, the County shall deliver a certificate from its Financial Advisor, the Paying Agent/Registrar, an independent accounting firm or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium, if any, and interest due on any defeased Bonds. As and to the extent applicable, if at all, the County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to

be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the County, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the County nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Order a Contract – Amendments - Outstanding Bonds. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the County and its successors and assigns, and shall not be

amended or repealed by the County so long as any Bond remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided, however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, the redemption price therefor, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, the Financial Advisor, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, the Paying Agent/Registrar, the Financial Advisor, and the Holders.

SECTION 29: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 33: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment,

exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order.

SECTION 35: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 36: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 37: No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the County or any person executing any Bond.

SECTION 38: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2 12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the County's continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the County for the purpose of compliance with the Rule.

B. Annual Reports.

The County shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2019, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 18 of this Order, being the information described in Exhibit E hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the County must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the County Clerk within 180 days after the last day of the County's fiscal year. The County's fiscal records and audit reports are available for public inspection during the regular hours of the County Clerk. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the County changes its fiscal year, it will file notice thereof with the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The County shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;

(15) Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same

meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment)

of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The County may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The County information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the County hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the County shall follow to assure compliance with the Undertaking. The County has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the County’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the County and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Representative is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance

of indebtedness subject to the Rule, or another purpose determined by the Authorized Representative to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 39: Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not

select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40: Further Procedures. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Escrow Agreement, the Official Bid Form, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Auditor, or the County Clerk and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: County's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the County hereby consents to and authorizes any Authorized Representative, Bond Counsel to the County, and/or Financial Advisor to the County to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular contract may be authorized, herein, the Commissioners Court, pursuant to the Act, and other applicable law, hereby delegates to the Authorized Representative the authority to independently select the counterparty to any agreement with any rating agency, bond insurer, securities depository or any other contract that is determined by the Authorized Representative, the Financial Advisor, or the Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than

the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the County. As a result of such delegation, the provisions of Section 2252.908 of the Texas Government Code, as amended, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Sec. 46.1(c).

SECTION 43: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

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PASSED AND ADOPTED on the 10th day of June, 2019.

CALDWELL COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County, Texas

(SEAL OF COMMISSIONERS COURT)

INDEX OF SCHEDULES AND EXHIBITS

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Exhibit F	DTC Letter of Representations
Exhibit G	General Policies and Procedures Concerning Compliance with the Rule

Schedule I

Refunded Obligations

1. Caldwell County, Texas Certificates of Obligation, Series 2007, dated July 1, 2007 (the *2007 Obligations*) in the original principal amount of \$5,605,000 and scheduled to mature on February 1, 2027 in the principal amount of \$2,830,000 to be redeemed on August 1, 2019.
2. Caldwell County, Texas Certificates of Obligation, Series 2010, dated December 15, 2010 (the *2010 Obligations*) in the original principal amount of \$1,200,000 and scheduled to mature on August 1 in each of the years 2020 through 2026 and August 1, 2029 in the principal amount of \$730,000 to be redeemed on August 1, 2019.

Schedule II

Approval Certificate

See Tab No. __

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No.

EXHIBIT B

Official Bid Form

See Tab No. __

EXHIBIT C

Escrow Agreement

See Tab No. __

EXHIBIT D

Notices of Redemption

See Tab No.

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EXHIBIT E

Description of Financial Information and Operating Data

Information and Data with Respect to the County

The information and data with respect to the County referred to in Section 38 of this Order are the quantitative financial information and operating data specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

The County's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the County appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

The information of the general type included in the Official Statement in Tables 1 – 5 and 7 – 10 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT G

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the County is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the County’s compliance with the Rule.

III. The County is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 38 of the Order, which provisions are a part of the Undertaking.

IV. The County is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the County is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The County now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the County’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the County’s obligations under the Rule, the advice from and discussions with the County’s internal senior staff (including staff charged with administering the County’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

- (a) The County Judge or the County Auditor (the *Compliance Officer*) shall be responsible for satisfying the County’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
- (b) the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the County’s information of the type described in Section 38 of the Order;
- (c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38 of the Order;

- (d) the Compliance Officer shall work with external consultants of the County, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the County and notice of the occurrence of any of the events referenced in Clauses (a) and (b) above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
- (e) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the County, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
- (f) upon identification of any Financial Obligation meeting the materiality standard identified in Clause (e) above, the Compliance Officer shall establish a process for identifying and monitoring any County agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
- (g) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the County; and

VI. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the County's internal staff identified by the Compliance Officer to assist with the County's satisfaction of the terms and provisions of the Undertaking.

14. Discussion/Action to approve Resolution 20-2019 in support of Martindale Fire, Ambulance, and Services Truck Fund (FAST) Grant: **Cost: None; Speaker: Commissioner Theriot; Backup: 3**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to Approve Resolution 20-2019 for supporting Martindale FAST Grant

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 Theriot	Caldwell County	Commissioner
(2)	Judge Haden	Caldwell County	Judge
(3)			

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

4. 
Signature of Court Member

6/6/2019
Date

Caldwell County ESD#3
P.O. Box 356
Martindale, Texas 78655

Hoppy Haden County Judge
110 S. Main Street
Lockhart, Texas 78644

6/3/2019

Dear Judge Haden,

The Caldwell County Emergency District #3 (ESD) preparing a grant application under the Texas Department of Agriculture, Texas Community Development Block Grant Program (TxCDBG) Fire, Ambulance, & Services Truck (FAST) Fund. The purpose for this grant is to purchase a much needed Brush truck and a UTV to support our river and tubing support efforts.

This Grant application must be made through Caldwell County or the City of Martindale on behalf of the ESD. Our first choice was Caldwell County since all of the ESD district is within the County. I was told by County grant writer Dennis Engelke that due to conflicts, Caldwell County would not take the lead on this grant. The City of Martindale has agreed to take the lead and preparation of the grant documents is in process.

We have hit a small bump in the process and I am requesting your assistance. The Texas Department of Agriculture now requires a resolution from Caldwell County since the ESD is Multi-Jurisdictional. The ESD has a district that covers the City of Martindale, but also over 20 square miles of district the outside the City limits in Caldwell County. In passing the resolution, the County agrees to support the application on behalf of the ESD. The City of Martindale will be the lead applicant and facilitate all Grant administration.

Attached is a sample resolution for your review. In order to meet the grant application deadline, the resolution must be passed prior to June 13th.

Thank you for your assistance and consideration.

Sincerely,



Bill Hamilton

Board Secretary - Caldwell County ESD#3

512-694-8044

Copy – Ed Theriot – Precinct 3 Commissioner



Resolution 20-2019

A RESOLUTION OF THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A MULTI-JURISDICTIONAL TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE FIRE, AMBULANCE AND SERVICE TRUCK FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Caldwell County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Caldwell County to apply for funding under the Texas Community Development Block Grant Program,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF CALDWELL COUNTY, TEXAS:

1. That a multi-jurisdictional Texas Community Development Block Grant Program application in conjunction with the City of Martindale, Lead applicant, for the Fire, Ambulance and Service Truck Fund is hereby authorized to be filed on behalf of Caldwell County (co-applicant) with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Fire, Ambulance and Service Truck Fund.
3. That the application be for up to \$500,000.00 of grant funds to provide a first-time fire brush truck and a Utility Task Vehicle equipped with Medical, water rescue equipment and a stretcher mounted for transport.
4. That the City of Martindale be the authorized lead applicant.
5. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
7. That it further be stated that the City of Martindale through resolution is committing \$5,000.00 from the Emergency Services District #3 as a cash contribution toward the administration activities of this first-time fire brush truck and a Utility Task Vehicle project.

Passed and approved this 10th day of June, 2019.

Hoppy Haden
County Judge

B. J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton,
Commissioner, Precinct 2

Edward "Ed" Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
County Clerk

15. Discussion/Action to accept the Capitol Area Metropolitan Planning Organization's (CAMPO) Luling Transportation Study and Resolution **Cost: TBD; Speaker: Judge Haden; Backup: 8**

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: 6/10/19

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to accept the Capitol Area Metropolitan Planning Organization's (CAMPO) Luling Transportation Study Resolution

1. Costs:

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 8 total # of backup pages (including this page)

4. 
Signature of Court Member

6/6/2019
Date



RESOLUTION NO. 21-2019

Resolution accepting the recommendations of the Luling Transportation Study

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, the mission of a Metropolitan Planning Organization is to conduct a coordinated, comprehensive and continuous metropolitan transportation planning process; and

WHEREAS, Caldwell County Commissioners Court requested that CAMPO staff conduct a study on the transportation needs within the City of Luling; and

WHEREAS, CAMPO staff conducted such a study titled the Luling Transportation Study; and

NOW, THEREFORE BE IT RESOLVED, BY CALDWELL COUNTY, TEXAS; that the Caldwell County Commissioners Court accepts the recommendations of the Luling Transportation Study.

Accepted and passed this 10th day of June 2019.

Hoppy Haden, County Judge

B. J. Westmoreland, Commissioner, Precinct 1

Barbara Shelton, Commissioner, Precinct 2

Edward "Ed" Theriot, Commissioner, Precinct 3

Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez, County Clerk



Luling Transportation Study



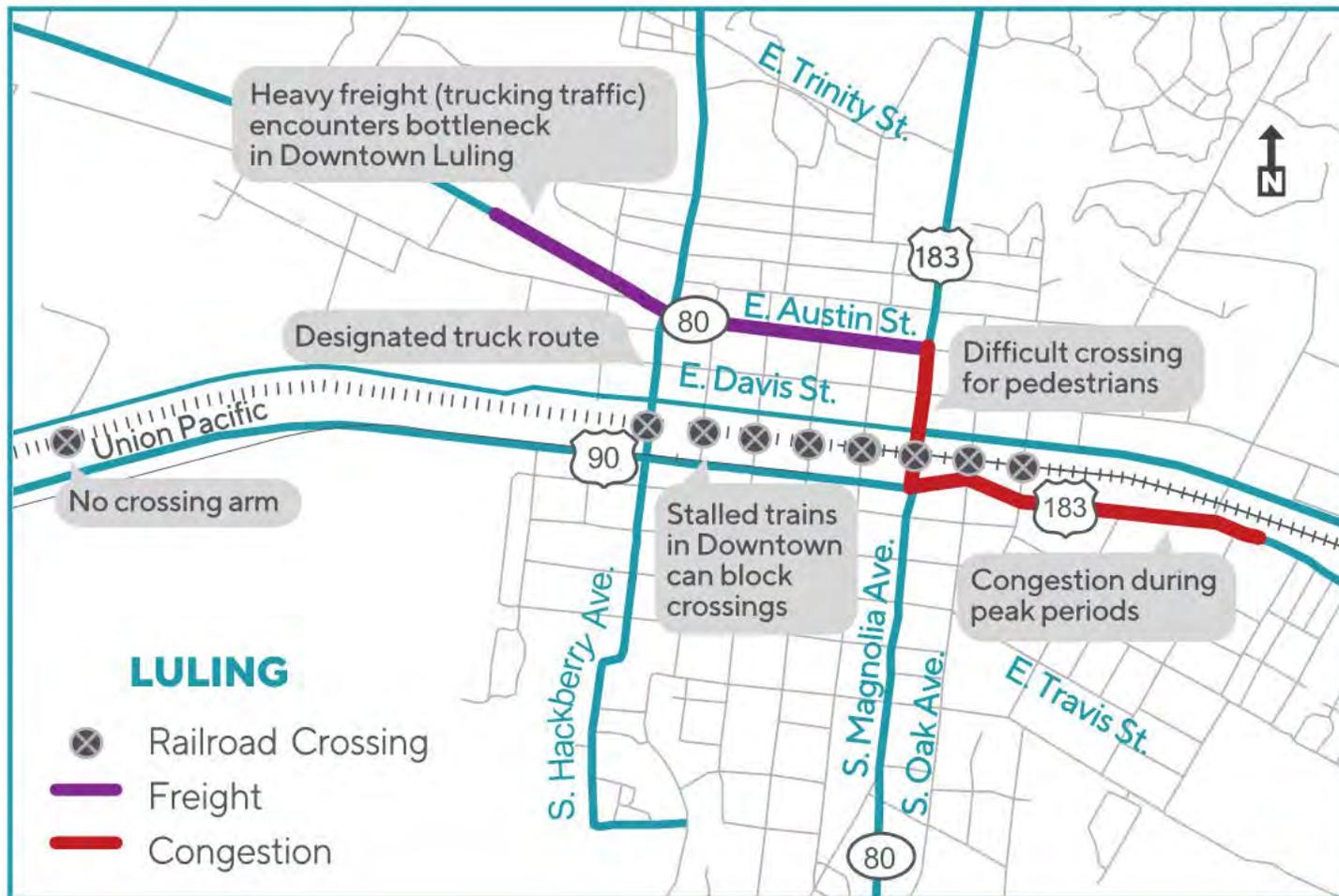
- Background/Goals
- Data Collection
- Near Term/Short Term Options
- Next Steps





Identified Issues

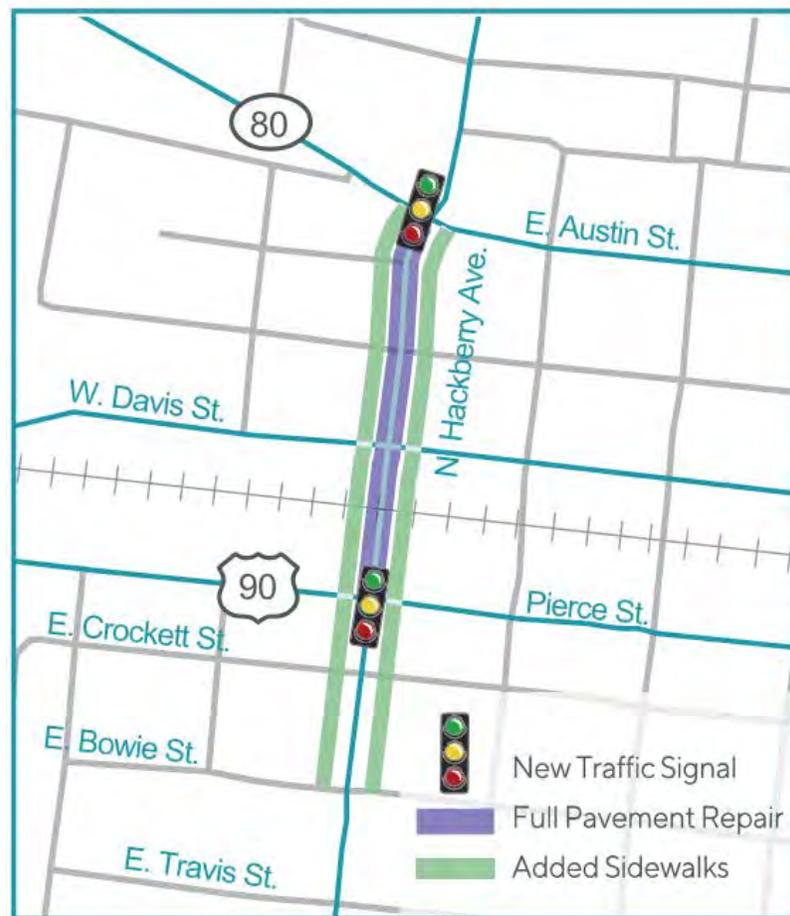
Data collected from traffic counts, community engagement and environmental constraints survey





Near-Term Options

.....
Could be implemented
at approximate cost of
\$1.5 million



Hackberry Ave.

- Pavement repair from E. Austin St. to Pierce St.
- Additional sidewalks and crosswalks
- Truck route signage and new signals to improve traffic flow and encourage use by heavy trucks

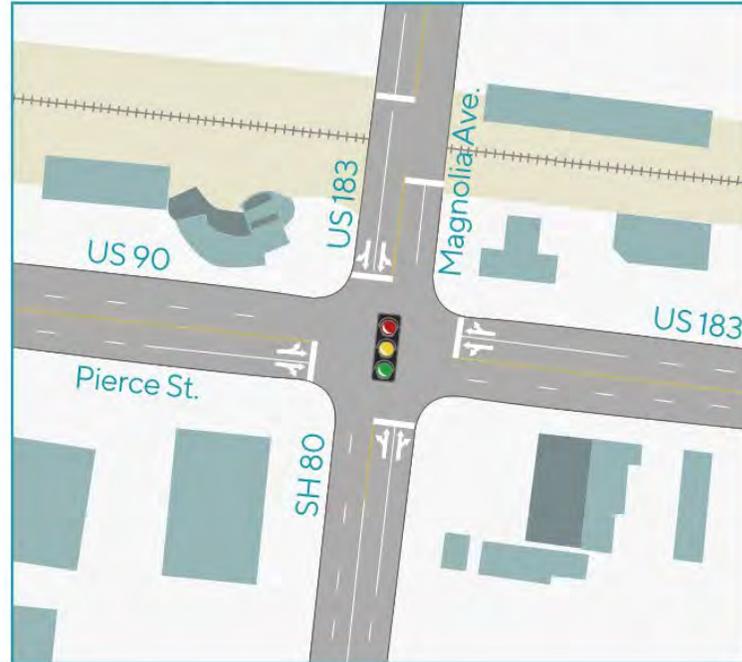




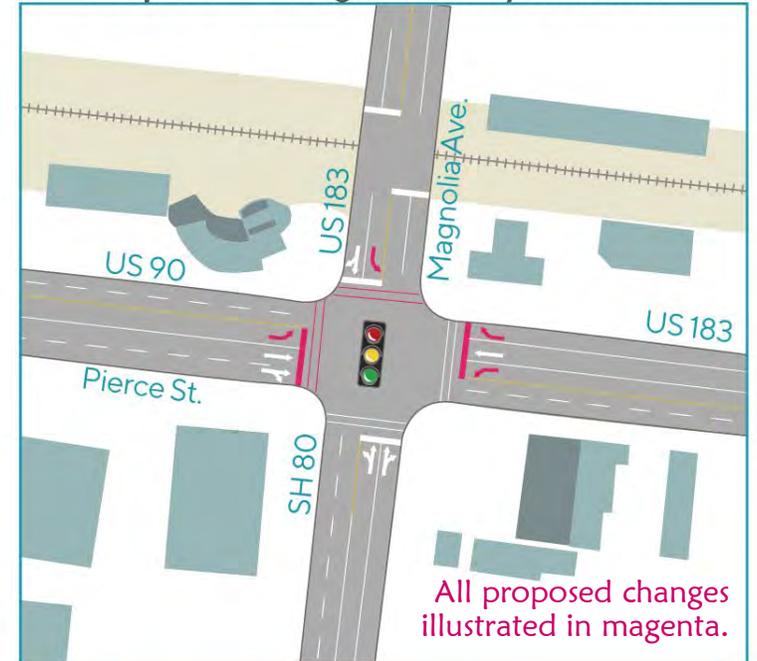
Near-Term Options (cont'd)

.....
Could be implemented at approximate cost of \$1.5 million

Existing at Magnolia Ave./Pierce St.



Proposed at Magnolia Ave./Pierce St.



Magnolia Ave./Pierce St. Intersection

- Repaint intersection stop bars to make turning easier
- Dedicated right and left turn lanes
- Add north and west intersection crosswalks





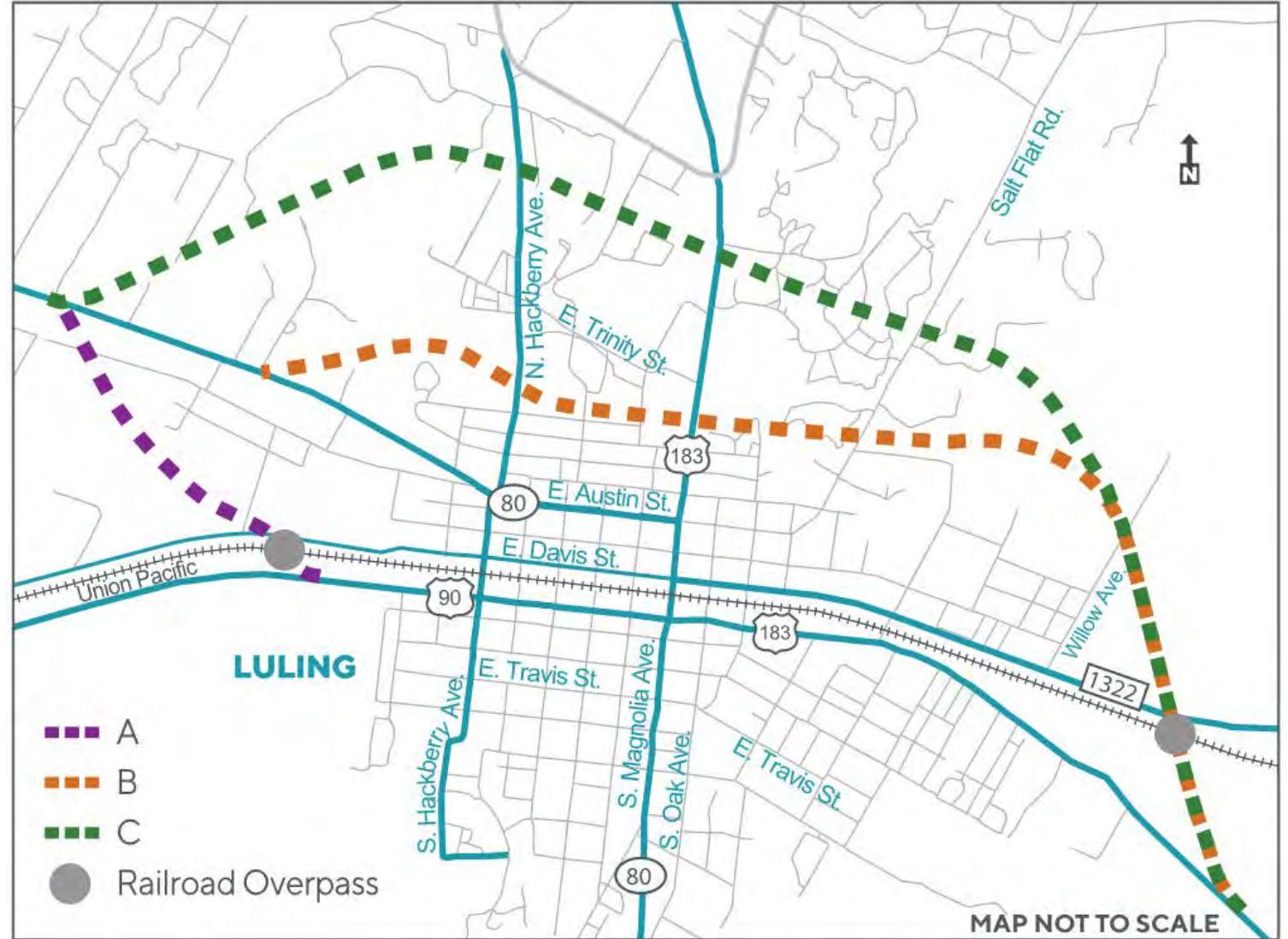
Long-Term Options

Any option would require extensive environmental and design process. Would take 10 – 20 years to study, design, fund, and implement.

Option A - \$8 Million

Option B - \$25 Million

Option C - \$35 Million





Recommendation and Next Steps



Survey Results:

154 Completed Responses

Near-Term Options: 75%

Option A: 56%



- Incorporate Near-Term Options
 - » Determine lead agency and partnerships
- Incorporate Option A
 - » Determine lead agency and partnerships



16. Discussion/Action to approve donation request from Combined Community Action, Inc. in an amount not to exceed \$8,000. **Cost: up to \$8,000; Speaker: Judge Haden; Backup: 4**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 06/10/2018

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve donation request from Combined Community Action, Inc in the amount not to exceed \$8,000.

1. Costs:

Actual Cost or Estimated Cost \$ up to \$8,000.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

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

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 34 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/16/2019
Date



COMBINED COMMUNITY ACTION, INC.
165 WEST AUSTIN • GIDDINGS, TEXAS 78942
979.540.2980 800.688.9065 Fax 979.542.9565
www.ccaction.com

May 17, 2019

Judge Hoppy Haden
Caldwell County
110 S. Main St.
Lockhart, TX 78644

Dear Judge Haden:

I am writing this letter to submit a formal request on behalf of Combined Community Action, Inc. (CCA) to be included in the FY 2019-2020 Caldwell County Budget in the amount of \$8,000. If funded, the money would be used for the Senior Nutrition Program, "Meals on Wheels".

- In FY 2018, we served over 20,000 meals to over 126 Seniors in Caldwell County
- Medicaid for At Risk Children and Pregnant Women has served 14 individuals
- The CCA Weatherization Program weatherized 5 units last program year.

The Senior Nutrition Program only receives 65% of its funding from the Older Americans Act; the remainder must be received from city/county governments, client donations, private donations and fundraising. It is vital that we receive support from the county to receive the Texans Feeding Texans funding from the Texas Department of Agriculture. In order to meet the need for meals, we must raise \$2.00 a meal in donations or client contributions, we currently receive .35 cents per meal in the county.

CCA staff would be happy to meet with the Commissioners Court to answer any questions regarding the services that CCA provides in Caldwell County. If you have any questions, please feel free to call me at 979/540-2980.

Sincerely,

Kelly Franke
Program Director



Caldwell County, TX

Detail vs Budget Report Account Detail

Date Range: 10/01/2018 - 05/23/2019

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GENERAL FUND							
Expense							
<u>001-6510-3200</u>	DONATIONS	10,000.00	0.00	3,950.00	3,950.00	6,050.00	60.50 %
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
02/11/2019	APPKT02946	21119	76936	2019 LIONS CLUB FLAG RENTAL PROGRA	LULLIO - LULING LIONS CLUB		50.00
04/26/2019	POPKT00081	42419	77568	CARTS - Donation	CARTS - CAPITAL AREA RURAL TRANSPORTATION SYSTEM		3,000.00
05/20/2019	POPKT00111	51319		2019 Annual Soil & Water Donation	CALTRA - CALDWELL-TRAVIS SWCD		900.00
Expense Totals:		10,000.00	0.00	3,950.00	3,950.00	6,050.00	60.50 %
001 - GENERAL FUND Totals:		10,000.00	0.00	3,950.00	3,950.00	6,050.00	60.50 %
Report Total:		10,000.00	0.00	3,950.00	3,950.00	6,050.00	60.50 %



Caldwell County, TX

Vendor History Report

By Vendor Name

Posting Date Range 10/01/2016 - 05/23/2019

Payment Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01											
COMCOM - COMBINED COMMUNITY ACTION, INC											
8282017	GRANT FUNDING OF HOME DELIVERED MI	8/24/2017		71664	9/11/2017	1,700.00	0.00	0.00	0.00	1,700.00	1,700.00
91018	ACTON FOR TEXASNS' FEEDING TEXANS M	9/10/2018		75403	9/24/2018	1,700.00	0.00	0.00	0.00	1,700.00	1,700.00
Vendors: (1) Total 01 - Vendor Set 01:						3,400.00	0.00	0.00	0.00	3,400.00	3,400.00
Vendors: (1) Report Total:						3,400.00	0.00	0.00	0.00	3,400.00	3,400.00

17. Discussion/Action To approve Budget Amendment # 27 for the County Agent to approve the increase 001-6000-0950 / Insurance proceeds for \$4,596 and increase the 001-8700-4510 /Repairs & Maintenance for \$5,026 and decrease 001 8700-4260 / Transportation by \$430. **Cost: Net Zero; Speakers: Judge Haden / Julie Zimmerman; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

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 #27 to increase 001-6000-0950 / Insurance proceeds for \$4,596 and increase the 001-8700-4510 / Repairs & Maintenance for \$5,026 and decrease 001-8700-4260 / Transportation by \$430.

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	Caldwell County	County Judge
(2)	Julie Zimmerman	Texas A&M Extension Office	CEA
(3)			

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

4.  Date 6/6/2019
Signature of Court Member Date

18. Discussion/Action to approve Budget Amendment # 28 for Building Maintenance, repairs and maintenance (001-6520-4510) to move funds to several line item that are over budget. **Cost: \$6,648.00; Speaker: Joe Roland/ Curtis Weber; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

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 #28 from Building Maintenance, repairs and maintenance (001-6520-4510) to several line item that are over budget.

1. **Costs:**

Actual Cost or Estimated Cost \$ 6,648.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? yes

2. **Agenda Speakers:**

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

(1) Joe Roland

(2) Curtis Weber

(3) _____

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

4. 
Signature of Court Member

6/6/2019
Date

19. Discussion/Action to approve Budget Amendment #29 to move \$1,081.00 from Visiting Court Reporters (001-3240-4030) to various line items in County Court at Law line items. **Cost: Net Zero; Speaker: Judge Haden; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

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 #29 to move \$1,081.00 from Visiting Court Reporters (001-3240-4030) to various line items in County Court at Law line items.

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:

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

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

4. 
Signature of Court Member

6/6/2019
Date

20. Discussion/Action to approve Budget Amendment #30 to move \$50,000 from Engineering Salary line item (001-6600 1020) to Professional Services (001-6600 4110) for consulting agreement with EWEAC. **Cost: Budget FY 19-20; Speaker: Judge Haden; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

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 #30 to move \$50,000 from Engineering Salary line item (001-6600-1020) to Professional Services (001-6600-4110) for consulting agreement with EWEAC.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? Budget FY 19-20

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

6/6/2019
Date

21. Discussion/Action to approve budget amendment #31 for Unit Road to move \$54,966.70 from seal coating (002-1101-4630) to machinery and equipment (002-1101-5310); **Cost: net zero; Speaker: Judge Haden/ Donald LeClerc; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/19

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 # 31(002-1101-4630) to machinery and equipment (002-1101-5310); Cost: net zero; Speaker: Judge Haden/ Donald LeClerc; Backup: 2

1. **Costs:**

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? Budget FY 19-20

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing		Title
<hr/>				

(1) Judge Haden

(2) Donald LeClerc

(3) _____

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

4. 
Signature of Court Member

6/16/2019
Date

22. Discussion/Action concerning the reimbursement to Hays County for assistance with equipment and labor related to Hurricane Harvey in 2017;
Cost: \$22,324.17; Speaker; Judge Haden/ Barbara Gonzales / Jan Bower;
Backup: 18

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: June 10, 2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Reimbursement to Hay County for assistance of equipment and labor related to Hurricane Harvey in 2017.

1. Costs:

Actual Cost or **Estimated Cost** \$ \$22,324.17

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? _____

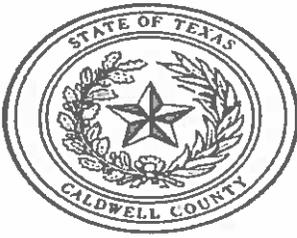
2. Agenda Speakers:

	Name	Representing	Title
(1)	Barbara Gonzales	<i>BGS</i>	_____
(2)	Jan Bower	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed 17 total # of backup pages (including this page)

4. *[Signature]*
Signature of Court Member

6/5/2019
Date



Caldwell County Auditor's Office
110 S. Main St., Rm 302
Lockhart, TX 78644

Check Request

Date: Tuesday, June 04, 2019

Vendor: Hays County Transportation Department Vendor Code: HAYROA

Address: Attn: Janice Weber

P.O. Box 906

San Marcos, TX 78667-0906

Check Amt: \$22,324.17

G/L code: 002-1101-3135

Reason for payment/reimbursement:

Reimbursement for assistance related to the Hurricane Harvey disaster.

8/31/2017 - 9/13/2017

Requested By Jan Bower

Jan Bower
6/4/19

Auditor Approval:

Barbara A. Sanchez

HAYS COUNTY TRANSPORTATION DEPARTMENT



P. O. Box 906
San Marcos, TX 78667

PHONE: 512.393.2166
FAX: 512.393.7393

Caldwell County
Attn: Judge Ken Schawe
110 South Main Street
Lockhart, Texas 78644

Project: Request for assistance from Caldwell County
to the Hays County Transportation Department to provide
assistance related to the Hurricane Harvey Disaster.

DATE: October 12, 2017

FISCAL YEAR 2017

	<u>AMOUNT</u>
LABOR	\$ 7,437.80
EQUIPMENT	\$ 14,886.37
MATERIAL	\$ -
ADMINISTRATIVE PROCESSING	\$ -
TOTAL DUE TO COUNTY	\$ 22,324.17

Please send remittance to:
Hays County Transportation Department
Attn: Janice Weber
P. O. Box 906
San Marcos, TX 78667-0906

Ken Schawe
County Judge
512 398-1808

Lori Rangel
County Treasurer
512 398-1800

Barbara Gonzales
County Auditor
512 398-1801



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

Hoppy Haden
Commissioner Precinct 1

Edward Moses
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Joe Ivan Roland
Commissioner Precinct 4

Mr. Lon Shell
Chief of Staff
Office of Hays County Judge
111 E. San Antonio Street, Ste. 300
San Marcos, Texas 78666

August 30, 2017

Via email to lon.shell@co.hays.tx.us
With copy to mark.kennedy@co.hays.tx.us

Re: Disaster Assistance Related to Hurricane Harvey

Dear Mr. Shell,

Caldwell County is respectfully requesting Hays County's assistance regarding disaster-related damage as a result of Hurricane Harvey. Due to limited resources in Caldwell County, we are specifically seeking assistance with hauling road maintenance materials, as well as assistance with road maintenance itself. The County could desperately use Hays County's equipment, personnel, and expertise in an effort to make certain County roads passable for residents and school buses.

Caldwell County will be seeking funding for disaster relief through various sources, as those opportunities arise. If any disaster funding is obtained, Caldwell County will reimburse Hays County for their expenses incurred in any disaster-related assistance it provides to Caldwell County. Should Caldwell County not be able to obtain funding, we would be more than happy to offer mutual aid to Hays County in the future.

Any assistance Hays County is willing to provide would be greatly appreciated. If you have any questions or concerns, please do not hesitate to contact Ms. Jordan Powell at (512) 398-1811 or jordan.powell@co.caldwell.tx.us. Thank you.

Sincerely,

Jordan M. Powell on behalf of Judge Ken Schawe

ACCEPTED AND AGREED BY HAYS COUNTY:

Signature Printed Name Date 9/1/17
Debbie Ingalsbe, Commissioner Pct 1 on behalf of Judge Burt Cobb

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

118.86	Labor
223.00	Equipment
-	Material
<u>341.86</u>	Total PW Costs

WO #62074: Williamson Rd
 Caldwell Co Road Grading
 9/6/2017

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
Daniel Thompson	3	24.79	74.37	59.82%	44.49	118.86	2017 Chevy Truck	104	8801	26	0.5	13.00
							2013 Cat Motor Grader	421	8332	84	2.5	210.00
<u>Total Materials:</u>						118.86						223.00

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

1,196.91	Labor
1,946.00	Equipment
-	Material
<u>3,142.91</u>	Total PW Costs

WO 62005:Homannville Trail
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>8/31/2017</u>												
Daniel Thompson	6	24.79	148.74	59.82%	88.98	237.72	2017 Chevy Truck	104	8801	26	4	104.00
							2013 Cat Motor Grader	421	8332	84	2	168.00
<u>9/1/2017</u>												
Paul Reyna	8	28.54	228.32	59.82%	136.58	364.90	2017 Chevy Truck	103	8801	26	1	26.00
							2013 Cat Motor Grader	421	8332	84	6	504.00
<u>9/5/2017</u>												
Daniel Thompon	8	24.79	198.32	59.82%	118.64	316.96	2013 Cat Motor Grader	421	8332	84	7	588.00
							2017 Chevy Truck	104	8801	26	1	26.00
<u>9/7/2017</u>												
Daniel Thompspn	7	24.79	173.53	59.82%	103.81	277.34	2013 Cat Motor Grader	421	8332	84	6	504.00
							2017 Chevy Truck	104	8801	26	1	26.00
<u>Total Materials:</u>						1,196.91						1,946.00

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

158.48	Labor
307.00	Equipment
-	Material
<u>465.48</u>	Total PW Costs

WO #62072 - Homann Rd
 Caldwell Co Road Grading
 9/6/2017

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
Daniel Thompson	4	24.79	99.16	59.82%	59.32	158.48	2017 Chevy Truck	104	8801	26	0.5	13.00
							2013 Cat Motor Grader	421	8332	84	3.5	294.00
<u>Total Materials:</u>						158.48						307.00

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

669.57	Labor
1,162.51	Equipment
-	Material
1,832.08	Total PW Costs

WO #62073: Tomahawk Trail
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/6/2017</u>												
Clint Perner	7.5	18.62	139.65	59.82%	83.54	223.19	2012 Checy Crew Cab	180	8806	22.63	0.5	11.32
							2013 Cat Motor Grader	414	8331	54.5	7	381.50
<u>9/12/2017</u>												
Clint Perner	10	18.62	186.20	59.82%	111.38	297.58	2012 Checy Crew Cab	180	8806	22.63	1	22.63
							2013 Cat Motor Grader	414	8331	54.5	9	490.50
<u>9/13/2017</u>												
Clint Perner	5	18.62	93.10	59.82%	55.69	148.79	2012 Checy Crew Cab	180	8806	22.63	0.5	11.32
							2013 Cat Motor Grader	414	8331	54.5	4.5	245.25
<u>Total Materials:</u>	-					669.57						1,162.51

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

492.50	Labor
1,108.00	Equipment
-	Material
<u>1,600.50</u>	Total PW Costs

WO #62103: CR 182 Dry Creek Road
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/1/2017</u>												
Lupe Lerma	1	17.48	17.48	59.82%	10.46	27.94	2008 CPS Belly Dump	821	8591	15.5	1	15.50
Marty Skiles	1	16.76	16.76	59.82%	10.03	26.79	2007 CPS Belly Dump	820	8591	15.5	1	15.50
							2004 Mack Semi Tractor	290	8791	53.75	1	53.75
							2004 Mack Semi Tractor	285	8791	53.75	1	53.75
<u>9/5/2017</u>												
Lupe Lerma	8	17.48	139.84	59.82%	83.65	223.49	2008 CPS Belly Dump	821	8591	15.5	7	108.50
Marty Skiles	8	16.76	134.08	59.82%	80.21	214.29	2007 CPS Belly Dump	820	8591	15.5	7	108.50
							2004 Mack Semi Tractor	290	8791	53.75	7	376.25
							2004 Mack Semi Tractor	285	8791	53.75	7	376.25
<u>Total Materials:</u>	-					492.50						1,108.00

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

451.17	Labor
969.50	Equipment
-	Material
<u>1,420.67</u>	Total PW Costs

WO #62102: CR 111 - Political Rd
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/6/2017</u>												
Lupe Lerma	8	17.48	139.84	59.82%	83.65	223.49	2007 CPS Belly Dump	820	8591	15.5	7	108.50
Marty Skiles	8.5	16.76	142.46	59.82%	85.22	227.68	2008 CPS Belly Dump	821	8591	15.5	7	108.50
							2004 Mack Semi Trator	285	8791	53.75	7	376.25
							2004 Mack Semi Trator	290	8791	53.75	7	376.25
<u>Total Materials:</u>						451.17						969.50

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

1,367.48	Labor
3,732.25	Equipment
-	Material
<u>5,099.73</u>	Total PW Costs

WO #62101: CR 164 Tumblewood Trail
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/7/2017</u>												
Lupe Lerma	8	17.48	139.84	59.82%	83.65	223.49	2007 CPS Belly Dump	820	8591	15.5	7	108.50
Marty Skiles	8.5	16.76	142.46	59.82%	85.22	227.68	2008 CPS Belly Dump	821	8591	15.5	7	108.50
							2004 Mack Semi Tractor	285	8791	53.75	7	376.25
							2004 Mack Semi Tractor	290	8791	53.75	7	376.25
<u>9/8/2017</u>												
Lupe Lerma	8	17.48	139.84	59.82%	83.65	223.49	2007 CPS Belly Dump	820	8591	15.5	7	108.50
Marty Skiles	8.5	16.76	142.46	59.82%	85.22	227.68	2008 CPS Belly Dump	821	8591	15.5	8	124.00
							2004 Mack Semi Tractor	285	8791	53.75	7	376.25
							2004 Mack Semi Tractor	290	8791	53.75	8	430.00
							2006 Case Wheel Loader	524	8393	44	7	308.00
<u>9/11/2017</u>												
Lupe Lerma	8.5	17.48	148.58	59.82%	88.88	237.46	2007 CPS Belly Dump	820	8591	15.5	8	124.00
Marty Skiles	8.5	16.76	142.46	59.82%	85.22	227.68	2008 CPS Belly Dump	821	8591	15.5	8	124.00
							2004 Mack Semi Tractor	285	8791	53.75	8	430.00
							2004 Mack Semi Tractor	290	8791	53.75	8	430.00
							2006 Case Wheel Loader	524	8393	44	7	308.00
<u>Total Materials:</u>	-					1,367.48						3,732.25

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

444.49	Labor
969.50	Equipment
-	Material
<u>1,413.99</u>	Total PW Costs

WO #62007: Caldwell County Hauling
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>8/31/2017</u>												
Lupe Lerma	8.5	17.48	148.58	59.82%	88.88	237.46	2007 CPS Belly Dump	819	8591	15.5	7	108.50
Ryan Wendt	8.5	15.24	129.54	59.82%	77.49	207.03	2008 CPS Belly Dump	821	8591	15.5	7	108.50
							2004 Mack Semi Trator	291	8791	53.75	7	376.25
							2004 Mack Semi Trator	290	8791	53.75	7	376.25
<u>Total Materials:</u>	-					444.49						969.50

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

39.62	Labor
84.00	Equipment
-	Material
<u>123.62</u>	Total PW Costs

WO #62071: Grandpa Road
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/6/2017</u> Daniel Thompson	1	24.79	24.79	59.82%	14.83	39.62	2013 Cat Motor Grader	421	8332	84	1	84.00

Total Materials:

39.62

84.00

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

188.24	Labor
151.50	Equipment
-	Material
<u>339.74</u>	Total PW Costs

WO #62090: Coyote Run Road
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/8/2017</u>												
Daniel Thompson	4	24.79	99.16	59.82%	59.32	158.48	2017 Chevy Truck	104	8801	26	0.5	13.00
Clint Perner	1	18.62	18.62	59.82%	11.14	29.76	2013 Cat Motor Grader	421	8332	84	1	84.00
							1996 Cat Motor Grader	414	8331	54.5	1	54.50
<u>Total Materials:</u>						188.24						151.50

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

479.52	Labor
1,267.57	Equipment
-	Material
<u>1,747.09</u>	Total PW Costs

WO #62089: Crooked Road
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>9/7/2017</u>												
Clint Perner	6	18.62	111.72	59.82%	66.83	178.55	2012 Chevy Crew Cab	180	8806	22.63	0.5	11.32
							1996 Cat Motor Grader	414	8331	54.5	5.5	299.75
<u>9/12/2017</u>												
Lupe Lerma	5.5	17.48	96.14	59.82%	57.51	153.65	2008 CPS Belly Dump	821	8591	15.5	5	77.50
Marty Skiles	5.5	16.76	92.18	59.82%	55.14	147.32	2007 CPS Belly Dump	820	8591	15.5	5	77.50
							2004 Mack Dump Truck	285	8791	53.75	5	268.75
							2004 Mack Dump Truck	290	8791	53.75	5	268.75
							2006 Case Wheel Loader	524	8393	44	6	264.00
<u>Total Materials:</u>						479.52						1,267.57

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

74.40 Labor
 120.32 Equipment
 - Material
194.72 Total PW Costs

WO #62088: Seminole Trail
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
9/7/2017 Clint Perner	2.5	18.62	46.55	59.82%	27.85	74.40	2012 Chevy Crew Cab	180	8806	22.63	0.5	11.32
							1996 Cat Motor Grader	414	8331	54.5	2	109.00

Total Materials:

74.40

120.32

Hays County Transportation Department
 Caldwell County Flood Assistance
 RE: Hurricane Harvey

1,428.23	Labor
2,152.72	Equipment
-	Material
3,580.95	Total PW Costs

WO #62006: Lytton
 Caldwell Co Road Grading

<u>Employee</u>	<u>Hours</u>	<u>Base Pay Rate</u>	<u>Salary</u>	<u>Avg Fringe Rate</u>	<u>Total Fringe</u>	<u>Total Labor</u>	<u>Equipment</u>	<u>Eqpt No.</u>	<u>FEMA Code</u>	<u>Eqpt Rate</u>	<u>Eqpt Hrs</u>	<u>Eqpt Total</u>
<u>8/31/2017</u>												
Clint Perner	6.5	18.62	121.03	59.82%	72.40	193.43	1996 Cat Motor Grader	414	8331	54.5	5	272.50
							2012 Chevy Crew Cab	180	8806	22.63	1	22.63
<u>9/1/2017</u>												
Clint Perner	8	18.62	148.96	59.82%	89.11	238.07	1996 Cat Motor Grader	414	8331	54.5	7	381.50
							2012 Chevy Crew Cab	180	8806	22.63	0.5	11.32
<u>9/5/2017</u>												
Clint Perner	9	18.62	167.58	59.82%	100.25	267.83	1996 Cat Motor Grader	414	8331	54.5	7	381.50
							2012 Chevy Crew Cab	180	8806	22.63	1	22.63
<u>9/6/2017</u>												
Clint Perner	2	18.62	37.24	59.82%	22.28	59.52	1996 Cat Motor Grader	414	8331	54.5	1.5	81.75
							2012 Chevy Crew Cab	180	8806	22.63	0.5	11.32
<u>9/8/2017</u>												
Clint Perner	7	18.62	130.34	59.82%	77.97	208.31	1996 Cat Motor Grader	414	8331	54.5	6	327.00
Daniel Thomson	3	24.79	74.37	59.82%	44.49	118.86	2012 Chevy Crew Cab	180	8806	22.63	1	22.63
							2017 Chevy Silverado	104	8801	26	1.5	39.00
<u>9/11/2017</u>												
Clint Perner	8	18.62	148.96	59.82%	89.11	238.07	1996 Cat Motor Grader	414	8331	54.5	7	381.50
							2012 Chevy Crew Cab	180	8806	22.63	1	22.63
<u>9/13/2017</u>												
Clint Perner	3.5	18.62	65.17	59.82%	38.98	104.15	1996 Cat Motor Grader	414	8331	54.5	3	163.50
							2012 Chevy Crew Cab	180	8806	22.63	0.5	11.32
<u>Total Materials:</u>	-					1,428.23						2,152.72

23. Discussion/Action to consider Alliance Water's request for Fee Variance for Water Pipeline Project; **Cost: None;**
Speaker: Judge Haden; Backup: 4

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to discuss Alliance Water's request for Fee Variance for Water Pipeline Project.

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		
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(2)			
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(3)			
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3. **Backup Materials:** None To Be Distributed 4 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date

6/6/2019



May 17, 2019

Caldwell County Commissioner's Court
Attn: Judge Haden
110 S. Main Street
Lockhart, TX 78644

RE: Alliance Water's Request for Fee Variance for Water Pipeline Projects

Honorable Judge and Commissioners,

I am writing to request a variance from Caldwell County's site construction fees for the Alliance Regional Water Authority's (Alliance Water) water pipeline construction projects.

Alliance Water is a political subdivision of the State of Texas which was formed by its Sponsors to develop a new regional water supply. Alliance Water has leased over 17,000 acres of water rights mostly in eastern Caldwell County and extending into Gonzales County. We received groundwater production and export permits from the Plum Creek Conservation District and Gonzales County Underground Water Conservation District after public notification and public hearings at both groundwater districts. The water is being developed to serve the communities of Lockhart, County Line SUD, Crystal Clear SUD (Cherryville Development), and the cities of San Marcos, Kyle and Buda. In short, we were formed by the communities in this region to serve the communities in this region.

Attached is an exhibit of the anticipated infrastructure to be installed within Caldwell County by Alliance Water through the year 2023, which includes approximately 44 miles of pipeline. The pipelines will be constructed with a minimum of 4-feet of cover (i.e. dirt) on top of the pipelines and will have minimal surface features. The pipelines will not alter the contours of the land.

We have coordinated with the County and understand that for pipeline projects, the main purpose for a Commercial Site Construction Permit is to ensure erosion and sediment control have been addressed in the proposed plans. Based on the current fee structure we have calculated the permit fees would be in excess of \$1,000,000. The fee's associated with the permit are a concern for Alliance Water. As noted above, this project will serve the communities of this region and is therefore paid for by those same communities. We certainly understand the County's need to review and approve of the erosion and sedimentation control plans for the pipeline projects and therefore we propose that Alliance Water pay for the cost of the review and approval of the erosion and sedimentation plans by the County's Engineer (or consulting engineering firm) plus a commiserate administrative fee.

Please note that we are not requesting that this variance extend to the facilities that will have significant surface features and will need to alter existing contours, such as the water well sites, the water treatment plant and the booster pump station.

ARWA – Fee Variance Request Letter
May 17, 2019

We appreciate your consideration of this variance request. Should you have any questions please do not hesitate to contact me at (512) 294-3214 or by e-mail at gmoore@alliancewater.org.

Sincerely,
ALLIANCE REGIONAL WATER AUTHORITY

A handwritten signature in blue ink, appearing to read 'G. Moore', with a long horizontal flourish extending to the right.

Graham Moore, P.E.
Executive Director

cc: Kasi Miles, Director of Sanitation, Caldwell County
Alisa Gruber, P.E., CP&Y, Inc.
File

Enc.: Caldwell County Exhibit

24. Discussion/Action to discuss construction of Courtroom benches in the Commissioners Court Courtroom located at 110 S. Main Street and possible dates for construction.
**Cost: TBD; Speakers: Joe Roland/
Curtis Weber; Backup: 2**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to discuss construction of Courtroom benches and possible dates for construction.

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
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(1)	Joe Roland		
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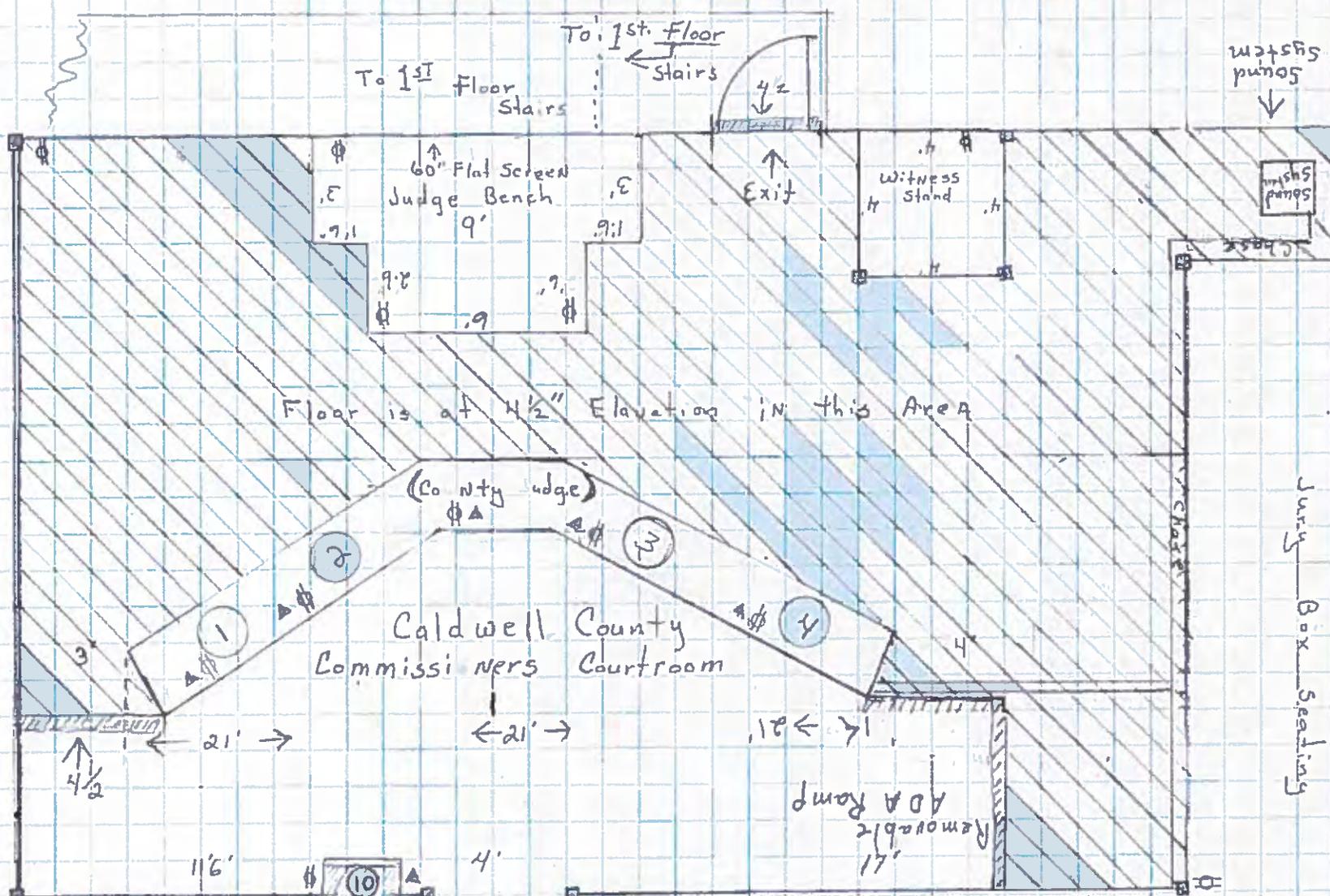
(2)	Curtis Weber		
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(3)			
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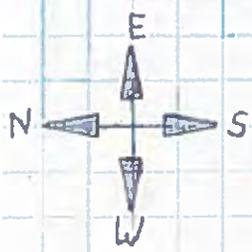
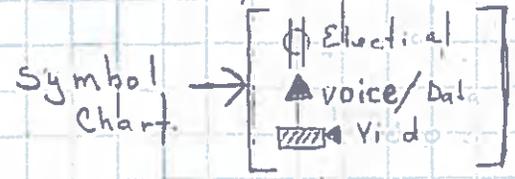
3. **Backup Materials:** None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date



- * 1-4 Commissioners
- * 5-9 County Staff
- * 10 Speaker



1" = 1'



Jury Box Seating

25. Discussion/Action to move the location of the June 24, 2019, July 8, 2019, and July 22, 2019 Commissioners Court venue due to construction in the Commissioners Court Courtroom by the Maintenance Department. **Cost: None; Speaker: Judge Haden; Backup: 1**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to move the June 24th and July Commissioners Court venue due to construction in Courtroom by Maintenance Department.

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 1 total # of backup pages
(including this page)

4. 

Signature of Court Member

6/6/2019

Date

26. Discussion/Action to consider authorizing a Master Lease Agreement and a Full Maintenance Agreement with Addendum between Enterprise Fleet Management and Caldwell County. **Cost: TBD; Speaker: Danielle Blake/Judge Haden; Backup: 16**

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: 6/10/19

Type of Agenda Item

- Consent
 Discussion/Action
 Executive Session
 Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider authorizing a Master Lease Agreement and a Full Maintenance Agreement with Addendum between Enterprise Fleet Management and Caldwell County

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? Budget FY 19-20

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Blake		Purchasing Agent
(2)	Kirby Watson		Enterprise Fleet Consultant
(3)			

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

4. 
Signature of Court Member _____

Date 6/6/2019

Group: 3N

Customer Number: 588175

Memorandum

To: Kara Jones
cc: Ken Stein

From: Steve Usselmann

Date: May 29, 2019

Subject: Conversion of Operating Leases to Capital
Leases for FASB Statement Purposes

This is to inform you that Group 3N has issued the amendment to paragraph 3(c) of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **County of Caldwell** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

5/29/2019

 Steve Usselmann

Steve Usselmann
Senior Vice President
Signed by: Linnemann, Mark

attachment

Amendment made as of the 29th day of May, 2019 between Enterprise FM Trust ("Lessor") and *County of Caldwell* ("Lessee").

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

5/29/2019

 Steve Usselmann

Steve Usselmann
Senior Vice President
Signed by: Linnemann, Mark

**Commissioners Court-Monday May 13, 2019
County Purchasing Department
Enterprise Fleet Management Program**

Discussion/Action/Consider Items:

The County Purchasing Department is requesting to the Commissioner's Court to consider authorizing a Master Lease Agreement for the lease of County vehicles and a Full Maintenance Agreement for fleet management services with Enterprise Fleet Management. Whereas the county has determined that the services of Enterprise Fleet Management will benefit the County by improving the County's ability to budget for future fleet replacements, reduce maintenance and fuel costs, and provide fixed maintenance costs for non-emergency vehicles.

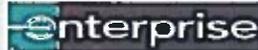
Notable Budget Items: Funding will be allocated through FY 19-20 budget cycle.

Recommendation to Commissioner's Court:

Request approval for signature of the attached Lease Agreement(s), and Maintenance Management and Fleet Rental Agreement.

Department Head Signature:

Daniel Blake 5-6-19



FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e. if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT, REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM _____ Customer _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

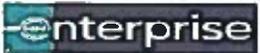
Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.


FLEET MANAGEMENT

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: County of Caldwell

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____



FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____ by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (m) brake adjustment or replacement or (n) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS.** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Customer _____

In such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an over mileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Customer _____



FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2019 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of April, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and County of Caldwell ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

County of Caldwell (Company)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

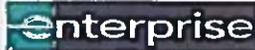
By _____

Title _____

Title _____

Date Signed _____

Date Signed _____



FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company")

WITNESSETH

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Customer _____

27. Discussion/Action to accept an updated Chapter 381 Economic Development Incentive Agreement between Lockhart Emergency Care Center, LLC and Caldwell County. **Cost: TBD; Speaker: Judge Haden; Backup: 19**

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: 6/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept Chapter 381 Economic Development Incentive Agreement between Lockhart Emergency Care Center, LLC and Caldwell County

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? YES

Is a Budget Amendment being proposed? NO

2. **Agenda Speakers:**

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

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 19 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date

**CHAPTER 381 ECONOMIC
DEVELOPMENT INCENTIVE AGREEMENT**

This Chapter 381 Economic Development Incentive Agreement (the "*Agreement*") is entered into between Caldwell County, Texas, a political subdivision of the State of Texas (the "County"), and Lockhart Emergency Care Center, LLC, a Texas limited liability company ("LECC"). The County and LECC may also be referred to collectively as the "*Parties*" or individually as a "*Party*."

**ARTICLE I
RECITALS**

Section 1.01. LECC desires to expand and locate its new facility to Caldwell County, inside the City of Lockhart. LECC intends to make a total investment of more than \$11.3 million (includes 1.3 million in land) in equipment, personal property, inventory, and improvements, excluding land, to real property over the 10-year period of this Agreement.

Section 1.02. The County wishes to induce LECC to relocate to Caldwell County, as doing so would benefit the County by creating new jobs and generating tax revenues for the County from the addition of improvements to real property, which is subject to ad valorem tax assessment.

Section 1.03. The County is authorized under Chapter 381 of the Texas Local Government Code ("*Chapter 381*") to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the County.

Section 1.04. The County has determined that entering into and providing economic development incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the County.

Section 1.05. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II DEFINITIONS

Section 2.01. “*Business*” means the business activities of LECC conducted in Caldwell County, Texas on the Land (as defined below), including, but not limited to, medical and emergency care.

Section 2.02. “*Compliance Payments*” means the County’s payments to LECC, should LECC qualify for payment, once per year in an amount ranging from fifty percent (50%) to seventy-five percent (75%) of the Real Property Taxes and Business Personal Property Taxes generated by the Business and the Land.

Section 2.03. “*Job(s)*” means a permanent, full-time equivalent employment position resulting from the Project (defined below), that provides a minimum of thirty (30) hours of employment or equivalent per week, health insurance, paid time off, based on length of service, and holiday pay provided that the employee works that holiday. Any position not meeting such criteria does not qualify as a “Job” for purposes of this Agreement.

Section 2.04. “*Land*” means the real property within the jurisdictional limits of Caldwell County, Texas upon which the Project shall be executed. A legal description for the Land is attached as Exhibit “A” of this Agreement, together with a map, plat or survey attached as Exhibit “B” of this Agreement. Exhibit “A” and Exhibit “B” are incorporated herein for all purposes.

Section 2.05. *“Personal Property”* means all materials, supplies, equipment, inventory, or other personal property attributable to the Business on the Land subject to ad valorem taxes.

Section 2.06. *“Personal Property Taxes”* are the County’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of all Business Personal Property subject to personal property taxes in Caldwell County.

Section 2.07. *“Project”* means the operation of the Business on the Land and the addition of Real Property Improvements (as defined below) and the creation of new Jobs.

Section 2.08. *“Real Property Improvements”* means a building and related facilities on the Land to house and support the operation functions of the Business.

Section 2.09. *“Real Property Taxes”* are the County’s share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of the Real Property Improvements on the Land.

Section 2.10. The *“Term”* of this Agreement shall commence on the date this Agreement is signed by the last party and continue for ten (10) years (unless terminated sooner as provided in this Agreement), except that LECC’s obligation to submit a compliance certification for year ten (10) as provided under Section 7.02 and the County’s obligation, if any, to complete the Compliance Payments due under this Agreement for year ten (10) shall continue subject to the limitations of this Agreement.

ARTICLE III LECC’s OBLIGATIONS

Section 3.01. Job Creation. Within the first year of the Business’ operation, LECC shall employ at least thirty (30) persons, including contracted doctors, in Jobs and keep such Jobs filled during the Term. LECC also agrees to employ at least thirty-nine (39) Jobs by the

beginning of the tenth year of this Agreement. While the titles or classification of Jobs may change, the total number of Jobs created shall be maintained through the end of the Term and shall meet an average wage which equals, or exceeds, \$30.00 per hour.

(a) **Nondiscrimination.** LECC agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

(b) **Failure to Maintain.** LECC shall be allowed a twenty-five percent (25%) grace factor in the number of Jobs employed in any single year during the term of this Agreement as a condition of receiving the Compliance Payment from the County for that year. In the event that the average number of Jobs drops below the grace factor number of 23 (for years 1-9) or 30 (for year 10) Jobs in a single year, LECC will forfeit the Compliance Payment for that year without affecting any other incentive agreed to by the County.

Section 3.02. Addition of Real Property Improvements. On or before twenty-four (24) months following the Effective Date of this Agreement, LECC shall cause the Real Property Improvements to be constructed.

Section 3.03. Operation of Business. LECC shall begin operation of the Business on the Land within twenty-four (24) months following the Effective Date of this Agreement, and shall continuously operate, maintain and manage the Business for the duration of the Term.

Section 3.04. Compliance with Laws. In performing its obligations under this Article, LECC shall comply with all applicable laws, regulations and ordinances.

**ARTICLE IV
COMPLIANCE PAYMENTS FROM THE COUNTY**

Section 4.01. Compliance Payments. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement, and LECC's compliance with this Agreement, the County will make Compliance Payments to LECC in the manner set forth in this Article.

Section 4.02. Ten-Year Payment Period. Provided LECC has timely completed construction of the Real Property Improvements and created at least thirty (30) Jobs in accordance with Section 3.01 above, the County shall make an initial Compliance Payment to LECC of an amount equal to seventy-five percent (75%) of the Real Property Taxes and the Business Personal Property Taxes generated by the Business on the Land in year one (1). Provided LECC maintains at least the number of Jobs initially created and continuously operates the Business on the Land during the Term, the County shall make additional Compliance Payments to LECC once per year for the nine (9) years remaining in the Term, as evidenced in Exhibit "C" of this Agreement and incorporated herein for all purposes. The total County property tax rebate shall not be more than \$484,500.00 over the ten (10) year term, and shall not exceed the amount stated for each year in Exhibit "C." Tax rebates on any existing buildings and real property are not permitted.

Section 4.03. Time for Payment. Compliance Payments will be made by the County in the calendar year immediately following the full calendar year in which the Property Taxes upon which the Compliance Payment amount is based are generated. The County shall not be required to make a Compliance Payment during any applicable year unless and until:

- (a) LECC has submitted all information required under this Agreement necessary to verify its compliance;

(b) the Property Taxes for the prior year are received by the County from the Caldwell County Tax Assessor-Collector;

(c) LECC has submitted, within ninety (90) days of January 31st, a rebate request for applicable County taxes paid;

(d) LECC has provided the compliance statement as required in Section 7.02; and

(e) funds are appropriated by the Caldwell County Commissioners Court for the specific purpose of making a Compliance Payment under this Agreement as part of the County's ordinary budget and appropriations approval process.

Provided the foregoing conditions have been satisfied, and LECC is otherwise in compliance with this Agreement, the County shall pay to LECC any Compliance Payments due within sixty (60) days after the last to occur of the events in subsections (a), through (e) (c) of this Section.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF LECC

As of the Effective Date, LECC represents and warrants to the County, as follows:

Section 5.01. Organization. LECC is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas. The activities that LECC proposes to carry on at the Land may lawfully be conducted by LECC.

Section 5.02. Authority. The execution, delivery and performance by LECC of this Agreement are within LECC's powers and have been duly authorized.

Section 5.03. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of LECC, enforceable against LECC in accordance with its terms except as

limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

Section 5.04. No Defaults. LECC is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which LECC is a party or by which LECC or any of its property is bound that would have any material adverse effect on LECC's ability to perform under this Agreement.

Section 5.05. Full Disclosure. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**ARTICLE VI
PERSONAL LIABILITY OF PUBLIC OFFICIALS
AND LIMITATIONS ON COUNTY OBLIGATIONS**

Section 6.01. Personal Liability of Public Officials. No employee or elected official of the County shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on County Obligations. The Compliance Payments made and any other financial obligation of the County hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County

shall have no obligation or liability to pay any Compliance Payments or other payments unless the County budgets and appropriates funds to make such payments during the County's fiscal year in which such Compliance Payment(s) or other payments are payable under this Agreement. If the County fails to appropriate funds for a Compliance Payment, LECC may at its option terminate this Agreement effective upon written notice to the County, subject to any unpaid Compliance Payment properly due to LECC for which a lawful appropriation of funds has occurred.

Section 6.03. No Recourse. LECC shall have no recourse against the County for the County's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

ARTICLE VII INFORMATION

Section 7.01. Information. LECC shall, at such times and in such form as the County may reasonably request from LECC, provide information concerning the performance of LECC's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance With Agreement. Beginning in year one and continuing each year thereafter during the Term, LECC shall submit to the County, on or before January 31, a certified, sworn statement acceptable to the Caldwell County Auditor, signed by an authorized officer or employee of LECC, providing the following information:

- (a) the total number of Jobs created in the preceding calendar year and cumulatively since the Effective Date; and

(c) a statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.

After receiving a timely submitted certified statement, the County shall have sixty (60) calendar days to notify LECC in writing of any questions that the County may have concerning any of the information provided by LECC, and LECC shall diligently work in good faith to respond to such questions to the County's reasonable satisfaction.

Section 7.03. Review of LECC's Records. LECC agrees that the County will have the right to review the business records of LECC that relate to the Project and LECC's compliance with the terms of this Agreement at any reasonable time and upon at least seven (7) days' prior notice to LECC in order to determine compliance with this Agreement. To the extent reasonably possible, LECC shall make all such records available in electronic form or otherwise available to be accessed through the internet.

ARTICLE VIII DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Noncompliance with Jobs Obligations. If, at the end of any applicable year during the Term, LECC is not in compliance with the obligations to create and maintain Jobs as provided in this Agreement, the County may withhold Compliance Payments that would otherwise be due to LECC for that year, or terminate the Agreement, pursuant to Section 3.01(b) above. If the County elects to withhold Compliance Payments, the County will resume Compliance Payments for any subsequent years during the Term in which LECC is in compliance; however, any Compliance Payments withheld by the County for any years during

which LECC is not in compliance shall be deemed forfeited by LECC and the County shall at no time be liable for later payment of such Compliance Payments.

Section 8.02. Failure to Operate Business. If LECC fails to continuously operate and carry on the Business on the Land until the end of the Term (subject, however, to any interruption for remodeling, repair, or an event of *force majeure* (defined below), which interruption shall not count against this operation obligation), then the County may give a notice of default under Section 8.03.

Section 8.03. Notice of Default. At any time during the Term of this Agreement that LECC is not in compliance with its obligations under this Agreement other than its obligations to create Jobs, the County may send LECC notice of such non-compliance. If such non-compliance is not cured within sixty (60) days after LECC's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within sixty (60) days, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "*Cure*"), then the County may, at its option, terminate this Agreement or withhold Compliance Payments until such Cure occurs. Except as provided under Section 8.01, upon a Cure by LECC, the Compliance Payments shall automatically and immediately resume except, any Compliance Payments withheld by the County for any years during which LECC is not in compliance shall be deemed forfeited by LECC and the County shall at no time be liable for later payment of such Compliance Payments. Except as to circumstances arising from an event of *force majeure*, the Term shall not be extended as a result of any cure period under this section.

Section 8.04. Remedies. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of

contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Notwithstanding the foregoing, the County, in entering this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

Section 8.05. Offset. The County may deduct from any Compliance Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the County.

Section 8.06. Force Majeure. An event of *force majeure* means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

Section 8.07. Indemnification. The County shall not be obligated to pay any indebtedness or obligations of LECC. LECC hereby agrees to indemnify and hold the County, and the County's elected officials and employees, harmless from and against (i) any indebtedness or obligations of LECC, the Business, the Project and any improvements to the Land, or any other obligation of LECC as provided herein, and (ii) breach of any representation, warranty, covenant or agreement of LECC contained in this Agreement, without regard to any notice or cure provisions. LECC's indemnification obligation hereunder shall include payment of the County's reasonable attorneys' fees, costs and expenses with respect thereto.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

Section 9.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

Section 9.03. Assignment. LECC may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the County.

Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

LECC: Lockhart Emergency Care Center, LLC
Attn: Brian Johnson
22100 Bulverde Road, Suite 108
San Antonio, Texas 78529

County: Caldwell County
Attn: Caldwell County Judge
110 S. Main Street
Room 201
Lockhart, Texas 78644

Section 9.06. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The County and LECC intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and LECC or permitted assignees of the County and LECC, except that the indemnification and hold harmless obligations by LECC provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

**THIS CHAPTER 381 AGREEMENT BETWEEN CALDWELL COUNTY AND LECC IS
HEREBY EXECUTED** in duplicate originals to be effective as of the date of the last signature
below.

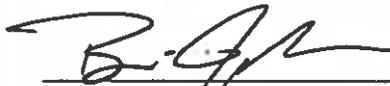
CALDWELL COUNTY, TEXAS

By: _____
Judge Hoppy Haden
Caldwell County Judge

Date: _____

Attest: _____
Teresa Rodriguez
Caldwell County Clerk

Lockhart Emergency Care Center, LLC

By:  _____
Brian Johnson
Chief Operating Officer

Date: 5/30/2019

EXHIBIT "A"

(The Legal Description of the Land)

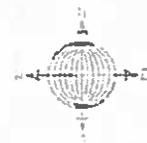
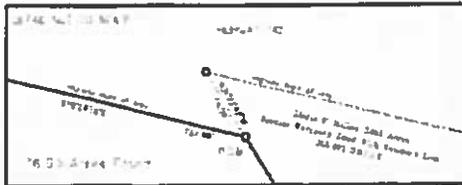
LEGAL DESCRIPTION

BEING A 16.90 ACRE TRACT OF LAND OUT OF AND A PORTION OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER 68, IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, SAID 16.90 ACRE TRACT OF LAND BEING THE RESIDUE OF THAT CALLED THIRD TRACT: 30 ACRES OF LAND DESCRIBED TO ERNA B. STRANDTMAN IN THAT CERTAIN WARRANTY DEED AS RECORDED IN VOLUME 368, PAGE 541, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS

Exhibit "B"

(The Map of the Land)

LEGAL DESCRIPTION Being 16.90 acres of land out of the Lorraine Crasnow Survey Abstract Number 68 in the City of Lockhart, Caldwell County, Texas said 16.90 acres being the residue of 30 acres of land inventoried to Eric W. Strawnhouse in that certain Warranty Deed as recited to Volume 207 Page 241 of the deed records of Caldwell County, Texas.



LEGEND

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Exhibit "C"

(Compliance Payment Schedule)

Term Year	Tax Rebate Percentage	Jobs Required
Year 1	75%	30 Created
Year 2	75%	30 Average Maintained
Year 3	75%	30 Average Maintained
Year 4	75%	30 Average Maintained
Year 5	75%	30 Average Maintained
Year 6	50%	30 Average Maintained
Year 7	50%	30 Average Maintained
Year 8	50%	30 Average Maintained
Year 9	50%	30 Average Maintained
Year 10	50%	39 Average Maintained

28. Discussion/Action to approve 2019 request to Texas Comptroller's Office for Unclaimed Property Capital Credits. **Cost: None; Speaker: Judge Haden; Backup: 3**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 06/10/2018

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

to approve 2019 request to Texas Comptroller's office for Unclaimed Property Capital Credits

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 3 total # of backup pages (including this page)

4. 
Signature of Court Member

6/6/2019
Date



FEBRUARY 2019

Unclaimed Property Capital Credits for Counties

Glenn Hegar

**Texas Comptroller of
Public Accounts**

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- The amount available to each county is based on the total dollar amount of capital credits remitted by electric coops in that county per reporting year, minus anticipated claims as determined by the Comptroller's office.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

*Review Local Government Code, Section 381.004 before starting a program

How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

**For more information,
visit our website at
ClaimItTexas.org.**

**For questions on
Capital Credits contact
our Holder Education and
Reporting section call
800-321-2274, option 2.**

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits

County Name _____ County FEIN _____

Authorized by Judge Commissioners Court

Name of County Judge _____ Approved Date _____

Send the requested funds to:

Address _____ City _____ State _____ Zip _____

I acknowledge that the purpose of the funds complies with provisions of
Texas Local Government Code, Section 381.004.

Name (printed) _____ Title _____

Signature _____ Date _____

Email Address _____ Phone _____

Submit signed and completed form by either mail, email or fax by July 31, 2019.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release _____% of the total amount available to your county. We will send a \$ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382,
or by sending a fax to 512-475-0900.

29. Discussion/Action to discuss which plan option to choose for Nationwide Retirement. **Cost: None; Speaker Judge Haden; Backup: 12**

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: 6/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to discuss which plan option to choose for Nationwide Retirement.

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 12 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date



Dear BOB BUSH,

RE: COUNTY OF CALDWELL TEXAS

IMPORTANT PLAN UPDATES – YOUR ACTION NEEDED

This is a follow up request to an options package that you should have previously received concerning your Nationwide Fixed Annuity Contract available in your 457(b) Deferred Compensation Plan. We ask that you please review the attached information and respond by the requested date of July 3, 2019.

Nationwide works to help employees save with confidence. Our goal is to help America's workers prepare for and live in retirement. One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side*® service experience to you and your participants.

As previously communicated, Nationwide is taking steps to change the Guaranteed Minimum Interest Rate of the Fixed Annuity Contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the enclosed *Guaranteed Minimum Interest Rate Change: Explanation of Options*. As Plan Sponsor, you have a responsibility to make decisions on behalf of the entire plan regarding products and features available to your plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. **If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed Contract.** This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. All future contributions will be invested into your plan's Default Investment Alternative Fund.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,
Nationwide Retirement Solutions

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)



Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents are enclosed. An option will need to be chosen and sent in to prevent your current fixed fund from being closed to future contributions, including rollovers, transfers and exchanges.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest Rate annually on the following schedule:

2019	2020	2021	2022
3.5%	2.5%	2.0%	1.0%

Nationwide commits to limiting the reduction of the Crediting Rate¹ to no more than 0.12% per quarter for the next 12 quarters. The reduction is based on market conditions and investment performance and may be less than 0.12%, which is the maximum per quarter as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.38%	20% annual
Q3 2020	2.50%	3.26%	20% annual
Q4 2020	2.50%	3.14%	20% annual
Q1 2021	2.00%	3.02%	20% annual

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the annual per participant exchange and transfer limit is also increased from 20% to 40%.

Nationwide commits to limiting the reduction of the Crediting Rate¹ to no more than 0.12% for the next 12 quarters. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be 0.10% less per quarter than under Option One, as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.28%	40% annual
Q3 2020	2.50%	3.16%	40% annual
Q4 2020	2.50%	3.04%	40% annual
Q1 2021	2.00%	2.92%	40% annual

¹The Crediting Rate is the interest rate credited as an annual effective yield as determined by your Fixed Annuity Contract.

What happens if I don't select an Option?

Default If you do not act on any option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Subsequently, if your participants do not elect a new investment to replace the Fixed Annuity Contract option, the DIA will be used for future contributions that would have otherwise been allocated into the Fixed Annuity Contract. Your plan's current fund lineup can be viewed online at www.nrsforu.com/plansponsor. The participants will be notified of the change so that they may have the opportunity to change their allocation.

Important Note: *Please see the notice below on how plans that offer ProAccount Managed Account Services, provided by Nationwide Investment Advisors, will be affected by not choosing an option and defaulting.*

Important notification concerning ProAccount Managed Account Services and the Guaranteed Minimum Interest Rate Changes

If your plan offers Nationwide ProAccount Managed Account Services, please take a moment to read why your option selection is important to ProAccount balances of your participants. By selecting Options 1 or 2 on the enclosed Options Form, there will be no changes to the participant's allocation within ProAccount and your participants will have no disruption to their managed account services.

However, if you do not act on either option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Your plan will no longer have an active Fixed Annuity Contract and ProAccount will no longer have access to the existing balances of the Fixed Assets that are currently under ProAccount management. The Fixed Assets will be held in the participants' account outside of ProAccount at the 3.5% GMIR and will not be open to new contributions. Those participants with ProAccount will no longer have the Fixed Annuity Contract available in their ProAccount allocation and will be invested in other conservative allocation options available in your plan.

Participants who wish to fully incorporate their Nationwide retirement plan assets in professional management can contact Nationwide to move the assets currently invested in the Fixed Annuity Contract into their ProAccount Portfolio. Plan Level Exchange and Transfer contract features will still apply.

Please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative if you have any questions. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.



Nationwide
is on your side

FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the Guaranteed Minimum Interest Rate (GMIR) to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

What is a Guaranteed Minimum Interest Rate?

The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, long-term interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market crediting rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market crediting rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR to allow for more market driven crediting rates.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a crediting rate that is lower than the GMIR.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 1%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate.

What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

What is the exchange and transfer limit under Option 2?

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year will be increased from 20% to 40%, enabling your participants to transfer more money out of their Fixed asset. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.

When will the change to the GMIR be effective?

The adjustment for any option selected and the default option, if no option is selected, will be effective on 4/1/2020.



Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: COUNTY OF CALDWELL TEXAS

Entity Number: 0021461001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by July 3, 2019.

Option One: Crediting Rate

- Return Signed Options Form
- Return Signed Amendment

Option Two: Increased Participant Level Exchange and Transfer Limit

- Return Signed Options Form
- Return Signed Amendment

Please Note: If you do not act, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

OPTION 1

Or

OPTION 2

**REQUIRED
DOCUMENTS**

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

PNM-17094AO (05/18)

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.



FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.



Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept



Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The



market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.

(2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

- (a) the Fixed Account value on the date before the installment is Withdrawn; divided by
- (b) the number of remaining installments.

Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

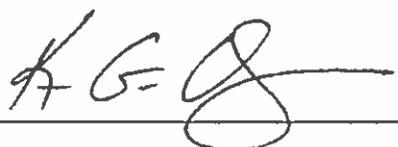
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By: _____

By:  _____



30. Discussion/Action relating to the value that the Veteran Services Office brings to Caldwell County and the importance of supporting this office and its activities **Cost: None; Speaker: Judge Haden / Al Dos Santos; Backup:8**

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: 06/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Item 1: The value that the Veteran Service Office brings to Caldwell County and the importance of supporting this office and it's activities.

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>Al Dos Santos</u>	<u>Caldwell County</u>	<u>VSO</u>
(2)	_____	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed 8 total # of backup pages
(including this page)

4. 
Signature of Court Member

6/6/2019
Date

Caldwell County, Texas Veteran Services Office



Veteran Services Officer

- ▣ Providing guidance and assistance to military veterans and their families in Caldwell County, Texas on issues related to their veteran benefits.
- ▣ Liaison between Caldwell County, the Texas Veterans Commission and the Veterans Administration.

Veteran Administration Payments made to Caldwell County Veterans

FY 16 Expenditures						
Veteran Population	Total Expenditures	Compensation and Pension	Education & Vocational Rehabilitation/Employment	Insurance & Indemnities	Medical Care	Unique Patients
3044	\$ 21,072,000.00	\$12,535,000.00	\$942,000.00	75,000.00	\$7,520,000.00	824
FY 17 Expenditures						
Veteran Population	Total Expenditures	Compensation and Pension	Education & Vocational Rehabilitation/Employment	Insurance & Indemnities	Medical Care	Unique Patients
2484	\$ 24,640,000.00	\$13,698,000.00	\$2,185,000.00	\$1,411,000.00	\$9,346,000.00	864
FY 18 Expenditures						
Veteran Population	Total Expenditures	Compensation and Pension	Education & Vocational Rehabilitation/Employment	Insurance & Indemnities	Medical Care	Unique Patients
2472	\$25,327,000.00	\$14,077,000.00	\$1,393,000	\$207,000.00	\$9,650,000.00	864

Where the Veteran Money Goes

- ❑ The tax free dollars that flow into Caldwell County support local business and provide jobs for local residents.
- ❑ Grocery stores, nursing and care facilities, homes, pharmacies, and doctors.
- ❑ Restaurants, clothing, general merchandisers car sales and a variety of small businesses.

Comparisons

- ▣ This expenditure by Veterans Affairs is equal to almost 82% of the Caldwell County budget.
- ▣ The FY 18 expenditure all in for the Caldwell County Veteran Service Office is \$47,144.
- ▣ The Return on Investment to Caldwell County is approximately 537%.

The Veteran Services Office

- ▣ The VSO is necessary to provide service to the increasing veteran population as veterans of the Gulf War age and utilize benefits they have earned.
- ▣ To maintain and enhance current claims and pensions as individuals do not remain static.
- ▣ To provide for future population growth as Caldwell County continues to grow as Austinites and businesses move south.

The Veteran Services Office

- ❑ This position requires flexibility to ensure that the needs of the veteran community are met.
- ❑ Approximately 10% of the residents of Caldwell County are veterans and with their families represent 25 to 30% of the voters.
- ❑ Liaisons with community service organizations, religious organizations, and other support groups outside Caldwell County need to be maintained or established.

31. Discussion/Action to discuss the need for the need to have the right-of-way and trees trimmed at the intersection of St. John Road (CR 169) and Rabbit Trail Drive as well as the curves leading up to the intersection. Also the need for traffic control devices in the area. **Cost: TBD; Speakers: Judge Haden/ Al Dos Santos (VSO); Backup: 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: 06/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to discuss the need for the intersection of St. John Road (CR169) and Rabbit Trail drive and the curves leading up to it having the right of way trimmed and trees cut back. Also the need for rumble strips or speed bumps. yellow arrows on signs, anything to make it safe.

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

(1) Judge Haden

(2) Al Dos Santos, VSO

(3) _____

3. **Backup Materials:**

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

4. 
Signature of Court Member

6/6/2019
Date

32. Discussion/Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Paz Acres on Homannville Trail (CR 179).
Cost: None; Speaker: Commissioner Roland/ Kasi Miles; Backup: 23

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 06/10/19

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Paz Acres on Homannville Trail (CR 179). Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup:

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 23 total # of backup pages (including this page)

4. Commissioner Roland

Signature of Court Member

06/03/19

Date

Exhibit A

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat recorded in Instrument #2018-000809 of the Official Records of Caldwell County, Texas and Lots 3 and 4 of Paz Acres according to the map or plat thereof recorded in Plat Cabinet C Slide 95 of the Plat Records of Caldwell County, Texas to be designated as an AMENDING PLAT OF PAZ ACRES LOTS 3-A and 4-A in the Thomas Hatton Survey A-121 Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE _____ HOMANNVILLE LLC
EDUARDO LONGORIA (REPRESENTATIVE)
1508 NORRIS DRIVE
AUSTIN, TEXAS 78704

DATE _____ NICOLAS MENCHU LOPEZ
7803 WYKEHAM DRIVE
AUSTIN, TEXAS 78749

DATE _____ ALEXANDER LOPEZ GOROSTIETA
7803 WYKEHAM DRIVE
AUSTIN, TEXAS 78749

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by EDUARDO LONGORIA (REPRESENTATIVE FOR HOMANNVILLE LLC).

Notary Public in and for the State of Texas

STATE OF _____
COUNTY OF _____

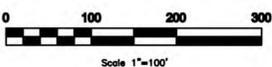
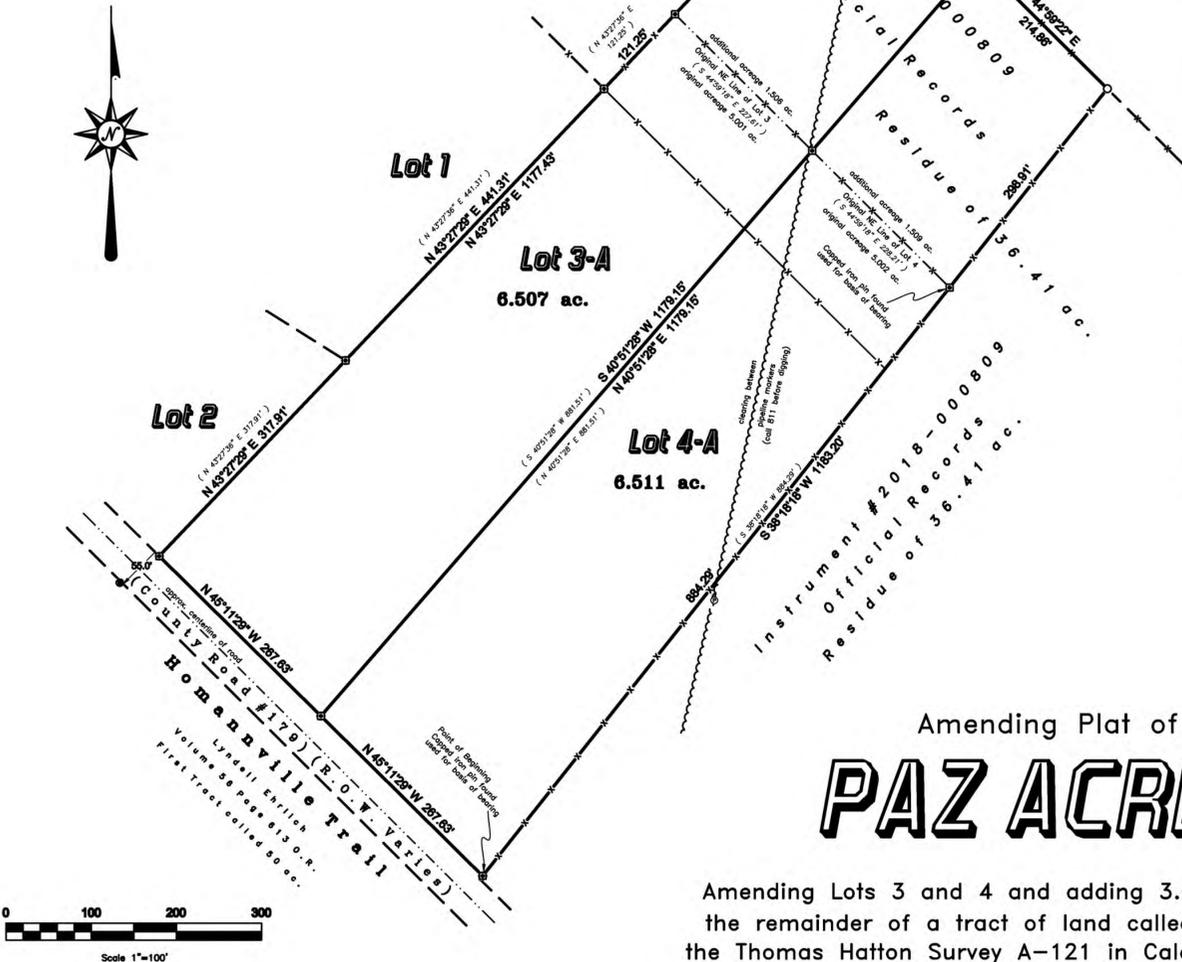
This instrument was acknowledged before me on the _____ day of _____, 20____, by NICOLAS MENCHU LOPEZ.

Notary Public in and for the State of Texas

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by ALEXANDER LOPEZ GOROSTIETA.

Notary Public in and for the State of Texas



SURVEYORS NOTES:

- 1) The Lots shown lies in Flood Zone "X" and has been determined to have no special flood hazard, according to FEMA Panel #48055C0125E effective date June 19, 2012.
- 2) This Subdivision is located within the boundaries of the Lockhart Independent School District.
- 3) This Subdivision is located within Caldwell County Precinct #4.
- 4) This Subdivision is serviced by Chisolm Trail Fire & Rescue.
- 5) The original deeded calls of record are in parentheses shown on this plat.
- 6) The parcel shown does not lie within the ETJ of any Municipality.
- 7) 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.
- 8) 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.
- 9) Utilities Provided by:
Electricity: Bluebonnet Electric Coop., Inc.
Water: Polonia Water Supply Corp.
- 10) RECORD OWNERS OF LAND: Homannville LLC, Nicolas Menchu Lopez and Alexander Lopez Gorostieta
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
DATE OF PREPARATION: May 2019
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- 11) Any Future Development of the remaining 36.41 acre tract will be subject to Caldwell County's Development Ordinance in effect at the time of development. No further subdividing of the parent 36.41 acres shall be permitted without approval by Caldwell County and/or governing entity.
- 12) Lot Closure: Boundary -- 1' in 352577'; Lot 3-A--1' in 322316'; Lot 4-A--1' in 591291'

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been presented and approved by Commissioners Court of Caldwell County, Texas on the _____ day of _____, 20____, to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez
Caldwell County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificates of authentication was filed for record in my office the _____ day of _____, 20____, at _____ o'clock _____ M. and duly recorded on the _____ day of _____, 20____, in the Plat Records of Caldwell County, Texas in Volume _____ at Page _____.

Teresa Rodriguez
Caldwell County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the _____ day of _____, 20____.

not for publication

Jerry L. Hinkle
Registered Professional
Land Surveyor #5459

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the Thomas Hatton Survey A-121 in Caldwell County, Texas and being a part of a tract of land called 36.41 acres and conveyed to Homannville LLC by deed recorded in Instrument #2018-000809 of the Official Records of Caldwell County, Texas, and being also all of Lots 3 and 4 of Paz Acres as recorded in Plat Cabinet C Slide 95 of the Plat Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped iron pin found (stamped "HINKLE SURVEYORS") used for basis of bearing in the interior of the above mentioned 36.41 acre tract and in the NE line of Homannville Trail (a.k.a. County road #179) and in the West corner of the said Lot 3 and the South corner of Lot 2 of the said Paz Acres for the West corner this tract.

THENCE N 43 degrees 27 minutes 29 seconds E with the NW line of the said Lot 3 and the SE line of Lots 1 and 2 of the said Paz Acres and reentering the said 36.41 acre tract 1177.43 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the NE line of the said 36.41 acre tract and the apparent SW line of a tract of land called 35.427 acres and conveyed to Alton Homann by deed recorded in Volume 26 Page 375 of the said Official Records for the North corner this tract.

THENCE S 44 degrees 59 minutes 22 seconds E with the NE line of the said 35.427 acre tract and the apparent SW line of the above mentioned Homann tract 428.99 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for the East corner this tract.

THENCE S 38 degrees 18 minutes 18 seconds W reentering the said 36.41 acre tract and partially along the SE line of Lot 4 1183.20 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the NE line of Homannville Trail and the South corner of the said Lot 4 for the South corner this tract.

THENCE N 45 degrees 11 minutes 29 seconds W with the NE line of Homannville Trail and the SW lines of the said Lots 3 and 4 535.26 feet to the place of beginning containing 13.019 acres of land more or less.

Amending Plat of

PAZ ACRES

Amending Lots 3 and 4 and adding 3.015 acres out of the remainder of a tract of land called 36.41 acres in the Thomas Hatton Survey A-121 in Caldwell County, Texas.

LEGEND

⊠	CAPPED 1/2" IRON PIN FOUND
⊡	STAMPED "HINKLE SURVEYORS"
○	CAPPED 1/2" IRON PIN FOUND
○	STAMPED "HINKLE SURVEYORS"
⊙	PIPELINE MARKER
---	ORIGINAL DEEDED CALLS
-X-	FENCES MEASUR
---	UNLESS OTHERWISE NOTED

Field Book: d.n.	Drawn By: J.L.H. BS
Job No. 20180101.dwg	Drawing: 20180101-10a-3a-4a.dwg
Date: May 2019	Word Date: Begin 03012018
Surveyed By: J.L.H. JOB	Autocad Date: Begin 03012018

HINKLE SURVEYORS
P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7883 Email: contact@hinklesurveyors.com Firm Registration No. 100888-00

May 30, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Paz Acres- Amending Plat**
BCG Project No. 070004-84-001

Ms. Miles,

Bowman Consulting has completed our review of the application for Amending Plat of Paz Acres subdivision. The plat amends two lots containing 13.018 acres of land previously platted as Lots 3-A and 4-A of Paz Acres, a 17.557 acre subdivision of record in Cabinet C, Slide 95 of the Plat Records of Caldwell County, Texas located in the Hatton Survey, Abstract A-121, Caldwell County, Texas. The plat adds 3.015 acres of adjacent land, which is located in the remainder of a 36.41 acres tract of land created by the platting of the Paz Acres subdivision, to Lots 3-A and 4-A of Paz Acres subdivision. The existing lots, 3A and 4A, have frontage and existing driveways on Homannville Trail (AKA CR 179).

Approval of this plat will enable recommendation of approval of the Zap Acres plat which is also on the Agenda recommended for approval.

The Amending Plat of Paz Acres 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.

Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting Group, Ltd.

0006813 11-24
Office AU # 1210(8)

PERSONAL MONEY ORDER

0681367571

Remitter ROSA PASTOR
Operator I.D. US11813

May 01, 2019

PAY TO THE ORDER OF

Caldwell County

Four hundred dollars and no cents

\$400.00

Payee Address
Memo

WELLS FARGO BANK, N.A.
2028 E BEN WHITE BLVD
AUSTIN, TX 78741
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 400.00

Purchaser's Signature

⑈0681367571⑈ ⑆121000248⑆4861 505733⑈

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6845

DATE

5-16-19

RECEIVED FROM

Crande Hinkle Survey

\$

400.00

Four hundred dollars + no cents

DOLLARS

FOR

Amended Plat - 1.2 Acres - lot # 1, 3 & 4

Thank You

AMOUNT OF ACCOUNT		
THIS PAYMENT	400.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY *Kasi L Miles*

A
2955

POLONIA
WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng Update:	_____
Account Number:	_____
Service Inspection Date:	_____

Please Print: DATE 2/11/19

APPLICANT'S NAME Rosa R Miranda

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: 2926 Hammockville Rd
Lockhart TX 78644

FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (512) 815-8067 Work () _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)
Timoteo Miranda

ACREAGE 18.7 HOUSEHOLD SIZE 0

NUMBER IN FAMILY 0 LIVESTOCK & NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

White, Not of Hispanic Origin
 Black, Not of Hispanic Origin
 American Indian or Alaskan Native
 Hispanic
 Asian or Pacific Islander
 Other (Specify)
 Male
 Female



Bluebonnet Electric Cooperative, Inc.
P.O. Box 729
Bastrop, Texas 78602

Dear TIMOTEO MIRANDA,

Bluebonnet Electric Cooperative looks forward to serving your electric utility needs. Please read this information about our processes, procedures and the items for which you are responsible before we provide service.

- ✓ Although a contribution-in-aid-of-construction payment (CIAC) is required, Bluebonnet has complete ownership and control of its entire electric distribution line that serves your property, with the right to serve other members from that line.
- ✓ Bluebonnet requires a clear right-of-way (ROW) for access to poles and equipment for the entire length of all electrical lines. In some cases, permits are required from other entities before Bluebonnet can install new service. Bluebonnet will prepare and send the necessary documents for this part of the process. Some permits can take several months to obtain.
- ✓ Members will own and be responsible for maintaining the meter loop. If the meter loop is to be mounted on a pole, members can purchase the meter loop from Bluebonnet. Meter loops purchased from Bluebonnet are guaranteed for one year from the date of installation and will be delivered and installed at the time of line construction. Meter loops can also be purchased from electricians. If you choose to purchase the meter loop from an electrician and it is on location at the time of construction and it meets Bluebonnet's specifications, it will be installed by Bluebonnet at no extra charge (see disclaimer on Page 2).
(Meter Loop Specifications can be found at www.bluebonnetelectric.coop/Residential/Meter-Loops)

The Total Project Cost amount located on Page 2 of this letter is in direct response to your electric service request. The Total Project Cost amount must be paid in full before the construction of facilities begins. We cannot accept partial payments. For your convenience, payment can be made by the following three methods.

By mail:

Bluebonnet Electric Cooperative
Attn: Engineering New Service
P.O. Box 240
Giddings, TX 76942-0240

By telephone: 800-842-7708 via e-check or credit card (MasterCard, Visa, Discover or American Express)

In person at any Bluebonnet member service center:

- 690 Texas 71 West, Bastrop
- 2401 U.S. 290 West, Brenham
- 3190 East Austin, Giddings
- 1916 W. San Antonio St., Lockhart
- 810 Lexington St., Manor

Please include the Work Order Number (located on Page 2) with your payment. If you have any questions, please call Member Services at 800-842-7708.

Once all necessary permits, documents and payments are received, you will be contacted by one of the following persons who will be in charge of scheduling the construction of your project.

Garrett Gutierrez, garrett.gutierrez@bluebonnet.coop

Cell 512-581-1535 Office 512-764-2846

Randall Bownds, randall.bownds@bluebonnet.coop

Cell 979-540-6418 Office 979-542-8516

Greg Wolf, greg.wolf@bluebonnet.coop

Cell 979-540-7166 Office 979-277-7224

Member Name TIMOTEO MIRANDA

Date 2/15/2019

Work Order # 60258068

Contract Account # 5000271160

Important Notes

Meter loops purchased from Bluebonnet are guaranteed for (1) one year from the date of installation and will be delivered and installed on the pole at the time of construction. If you choose not to purchase a meter loop from Bluebonnet then you are responsible for acquiring the meter loop. The meter loop must meet Bluebonnet's specifications and be on site at the time of construction. If the meter loop does not meet Bluebonnet's specifications or is not on site, you will be charged \$125 for a return trip to re-inspect and install the meter loop. (Specifications are located at www.bluebonnetelectric.com/Residential/Meter-Loops)
 An applicant for electric service to whom the Cooperative has made electric service available shall have the premises wired and ready to receive electricity within thirty (30) days thereafter. Applicant shall be billed the maximum monthly charge contracted even though a meter has not been installed at said location and pay in accordance with the current Tariff. This rule is designed to apply to situations where the Cooperative has incurred expense in making electrical service available and the Applicant unduly delays consumption.

This cost is good for 90 days from the date of this letter.

Itemized Cost:

Overhead Primary		<u>\$840.19</u>
Overhead Secondary		<u> </u>
Overhead Transformers		<u>\$1,370.35</u>
Overhead Other		<u> </u>
Metering		<u>\$229.34</u>
Underground		<u> </u>
Bluebonnet Allocation		<u>(\$1,950.00)</u>
Security Light on New Pole		<u> </u>
Security Light Switch		<u> </u>
Relocate Transformer and Meter Loop		<u> </u>
Other		<u>\$ 0.00</u>
	SUB-TOTAL	<u>\$489.88</u>
	State and Local Taxes (if applicable)	<u>0 - Residential</u>
Meter Loop	<input type="checkbox"/> 15-foot, 200-amp	<u> </u>
	<input checked="" type="checkbox"/> 15-foot, 200-amp	<u>\$669.00</u>
	State and Local Taxes (if applicable)	<u>\$45.16</u>
Houston Tonnage Fee	<input type="checkbox"/> Bastrop County	<u> </u>
	<input type="checkbox"/> Lee County	<u> </u>
Activation Fee(s)		<u>\$55.00</u>
State and Local Taxes (if applicable)		<u>0 - Residential</u>
	Re-state Fee	<u> </u>
	Deposits	<u>\$225.00</u>
Total Project Cost (must be paid prior to construction)		<u>\$1,484.04</u>

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

**CORRECTION
DEED IN LIEU OF FORECLOSURE**

This instrument corrects a Deed in Lieu of Foreclosure from Grantor to Grantee filed on January 18, 2018 as Instrument Number 2018-000244 of the Official Public Records of Caldwell County, Texas

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: January 12, 2018

Grantors: TIMOTEO PAZ, ROSA RAMIREZ, HENRY MIRANDA,
AND ABNER MIRANDA

Grantors' Mailing Addresses: 3100 Homanville Trail
Lockhart, TX 78644

Grantee: Homanville, LLC, a Texas limited liability company

Grantee's Mailing Address: 1508 Norita Drive
Austin, Texas 78704

Note: Secured Promissory Note dated May 21, 2009 in the original principle amount of \$420,000.00, executed and delivered by Grantor to Stewardship Interests, LLC

Deed of Trust: Deed of Trust dated May 21, 2009 recorded in Volume 569, Page 632, Official Public Records of Caldwell County, Texas.

Assignment: Assignment of Note and Lien from Stewardship Interests, LLC to Grantee recorded under Instrument Number 2018-000245 of the Official Public Records of Caldwell County, Texas

Consideration: TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and further the release of Grantors from all liability for the indebtedness and obligations under the Note and Deed of Trust, except that no release is given of any liens or warranties of title and further except that the indebtedness under the Note is not canceled or extinguished.

Property (including any improvements):

38.41 acres of land, more or less, in the THOMAS HALTON SURVEY, A-121, Caldwell County, Texas, and being more particularly described on Exhibit A attached hereto

Exceptions to Conveyance and Warranty:

The liens described in this deed.

Grantors, for the Consideration and subject to the Exceptions to Conveyance and Warranty, GRANT, SELL and CONVEY 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, executors, administrators, successors and assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Conveyance in Lieu of Foreclosure

This deed and the conveyances being made are executed, delivered, and accepted in lieu of foreclosure and will be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in and to the Property, including specifically, but without limitation, any equity or rights of redemption of Grantors in or to the Property, including but not limited to that one certain Deed without Warranty dated December 14, 2017 (Effective as of June 27, 2016) from Martin Valdez, Grantor to Timoteo Miranda-Paz, Grantee recorded under Instrument Number 2018-000256 of the Official Public Records of Caldwell County, Texas.

Continuing Nature of Lien

Notwithstanding the release of Grantors from all liability for the indebtedness and obligations under the Note and Deed of Trust, the indebtedness has not been canceled or extinguished and the Property continues to be subject to the performance of the obligations under the Deed of Trust. The Deed of Trust lien is not released or relinquished in any manner, and the indebtedness, obligations, and lien will remain valid and continuous and in full force and effect, unless and until the indebtedness, obligations, and liens are expressly released by written instrument executed and delivered by the holder thereof, at the holder's sole discretion.

Nonmerger

Neither Grantors nor Grantee intend that there be, and there will never be, a merger of the Deed of Trust lien with the fee simple title or any other interest of Grantee in the Property by virtue of this conveyance, and the parties expressly provide that any interest in the Deed of Trust lien and fee simple title will be and remain at all times separate and distinct.

GRANTORS:

Timoteo Miranda
TIMOTEO MIRANDA PAZ

Rosa Ramirez
ROSA RAMIREZ

Henry Miranda
HENRY MIRANDA
GRANTEE:

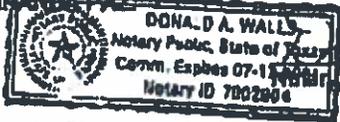
Abner Miranda
ABNER MIRANDA

E Longoria
HOMANNVILLE, LLC
By: Eduardo Longoria, Manager

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF Texas §

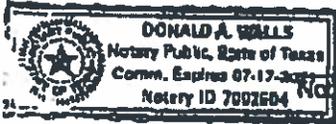
This instrument was acknowledged before me on the 31 day of January, 2018
by TIMOTEO MIRANDA



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Texas §

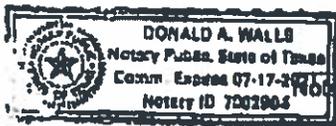
This instrument was acknowledged before me on the 31 day of January, 2018
by ROSA RAMIREZ



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Texas §

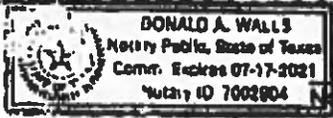
This instrument was acknowledged before me on the 31 day of January, 2018
by HENRY MIRANDA



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Travis §

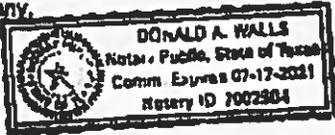
This instrument was acknowledged before me on the 31 day of January, 2018
by **ABNER MIRANDA**



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 31 day of January, 2018
by Eduardo Longoria in his capacity as Manager of Homannville, LLC, a Texas limited liability
company.



Donald A. Walls
Notary Public * State of Texas

AFTER RECORDING RETURN TO:

**EDUARDO LONGORIA
1588 NORRIS DRIVE
AUSTIN, TEXAS 78704**

10L 500 PAGE 641

Booklet "A"
Page 1 of 2

DESCRIPTION OF 36.41 ACRES, MORE OR LESS, OF LAND AREA IN THE
THOMAS HALTON SURVEY, ABSTRACT NO. 131, CALDWELL COUNTY,
TEXAS AND BEING THAT TRACT DESCRIBED AS 36.427 ACRES IN A DEED
FROM DOLLIE ANN COLE TO RANDALL ALAN HORNAM, DATED JUNE 7,
1989 AND RECORDED IN VOLUME 26, PAGE 373 OF THE CALDWELL COUNTY
OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northeast line of Caldwell County Road No. 179 (also known as Hornam Trail) at the west corner of the Randall Hornam 36.427 acre tract and in the southeast line of that tract described as 4.000 acres in a deed from Alphonso Jackson to Russell Symmer and Jamie Spencer, dated September 9, 2004 and recorded in Volume 396, Page 167 of the Caldwell County Official Records, from which a 1/2" iron rod found at the south corner of the Spencer 4.000 acre tract bears S2°26'31"W 10.23 feet;

THENCE leaving the PLACE OF BEGINNING as shown on plat number 2004-019, dated December 28, 2004 prepared by Schultz Surveying of San Marcos, Texas and the southeast line of Hornam Trail with the common northwest line of the Randall Hornam 36.427 acre tract and partly with the southeast line of the Spencer 4.000 acre tract and partly with the southeast line of that tract described as 16 acres in an Affidavit to the Public stating the ownership of said 16 acres by Juleo Sellers, dated August 8, 2000 and recorded in Volume 244, Page 901 of the Caldwell County Official Records N41°24'16"E (this course being the bearing basis for this description) 1196.02 feet to a calculated point, from which a 1/2" iron rod found bears S36°37'15"E 2.28', in the southeast line of the Sellers 16 acre tract, at the common south corner of the Randall Hornam 36.427 acre tract and the west corner of that tract described as 36.427 acres in a deed from Dollie Ann Cole to Allan Edward Hornam et ux, dated June 7, 1989 and recorded in Volume 26, Page 373 of the Caldwell County Official Records, pass at 1145.22 feet a 1/2" iron rod found at the common west corner of the Spencer 4.000 acre tract and the south corner of the Sellers 16 acre tract;

THENCE leaving the Sellers 16 acre tract with the common northern line of the Randall Hornam 36.427 acre tract and the southwest line of the Allan Hornam 36.427 acre tract S46°39'18"E 1380.14 feet to a 1/2" iron rod found at the northern east corner of the Randall Hornam 36.427 acre tract and the south corner of the Allan Hornam 36.427 acre tract in the northwest line of that tract described as First Tract - 50 acres, in a deed from Philip Hornam et ux to Raleigh Hornam, dated September 30, 1963 and recorded in Volume 299, Page 192 of the Caldwell County Deed Records;

VOL. 509 PAGE 642

Subsite "A"
Page 2 of 2

THENCE with the common southeast line of the Randall Homestead 36.427 acre tract and partly with the northwest line of the Reihart Homestead First Tract - 50 acres and partly with the tract described as 50 acres in a deed from Philip Reihart et ux to Reihart Homestead, dated September 30, 1963 and recorded in Volume 299, Page 193 of the Caldwell County Deed Records S45°02'10"W 1179.04 feet to an 8" concrete fence corner post in the occupied northeast line of the previously mentioned Homestead Tract at the common occupied south corner of the Randall Homestead 36.427 acre tract and the occupied west corner of the Reihart Homestead 50 acre tract, plus at 18.0 feet the common north corner (based on the occupied west corner of the Reihart Homestead 50 acre tract) of the west corner of the Reihart Homestead First Tract - 50 acres and the north corner of the Reihart 50 acre tract;

THENCE with the common southwest line of the Randall Homestead 36.427 acre tract and the northwest line of Homestead Tract N45°11'30"W 1583.82 feet to the PLACE OF BEGINNING.

There are contained within these acres and hereinafter 36.41 acres, more or less, of land area as prepared from public records and a survey made on the ground on December 26, 2004 by Scheidt Surveying of San Antonio, Texas.

Nina S. Sells
Nina S. Sells, Jr. R.P.L.S. No. 3671

Client: Caldwell County Abstract Company
Survey: Mahan, Thomas A-121
County: Caldwell, Texas
Job No.: 2004-019
Pd(36.41) acres

Any person who uses this information, other than the landowner, for any purpose other than that intended by the landowner, shall be liable for all damages caused by such use. This document is not to be used for any purpose other than that intended by the landowner.

FILED this 22nd day of May 2009
10:45 A.M.

NINA S. SELLS
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By *Theresa Rodriguez* Deputy

MAY 22 2009



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

FILED AND RECORDED

Instrument Number: 2018-000809 DEED IN LIEU OF FORECLOSURE

Filing and Recording Date: 02/16/2018 10:37:45 AM Pages: 9 Recording Fee: 354.00

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, 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.

Caldwell CAD

Property Search > 115750 LOPEZ NICOLAS MENCHU & for
Year 2019

Year 2019

Property

Account

Property ID: 115750 Legal Description: PAZ ACRES, LOT 4, ACRES 5.002
 Geographic ID: 0200988-000-400-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 2980 HOMANNVILLE TRL Mapsco: 03-304
 LOCKHART, TX 78644
 Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304
 Neighborhood CD: 4200

Owner

Name: LOPEZ NICOLAS MENCHU & Owner ID: 223795
 Mailing Address: GOROSTIETA ALEXANDER LOPEZ % Ownership: 100.0000000000%
 7803 WYKEHAM DR
 AUSTIN, TX 78749-3246

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$101,550	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value: = \$101,550
 (-) Ag or Timber Use Value Reduction: - \$0

(=) Appraised Value: = \$101,550
 (-) HS Cap: - \$0

(=) Assessed Value: = \$101,550

Taxing Jurisdiction

Owner: LOPEZ NICOLAS MENCHU &
 % Ownership: 100.0000000000%
 Total Value: \$101,550

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$101,550	\$101,550	\$0.00

CHES1	Caldwell-Hays ESD 1	0.099000	\$101,550	\$101,550	\$100.53
FTM	Farm to Market Road	0.000100	\$101,550	\$101,550	\$0.10
GCA	Caldwell County	0.775200	\$101,550	\$101,550	\$787.22
SLH	Lockhart ISD	1.332360	\$101,550	\$101,550	\$1,353.01
WPC	Plum Creek Conservation District	0.023200	\$101,550	\$101,550	\$23.56
WUG	Plum Creek Underground Water	0.021400	\$101,550	\$101,550	\$21.73
Total Tax Rate:		2.251260			
				Taxes w/Current Exemptions:	\$2,286.15
				Taxes w/o Exemptions:	\$2,286.15

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	1.0000	43560.00	0.00	0.00	\$18,600	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$8,500	\$0
3	NHS	NON HOMESITE	4.0020	174327.12	0.00	0.00	\$74,450	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$0	\$101,550	0	101,550	\$0	\$101,550
2018	\$0	\$74,740	0	74,740	\$0	\$74,740

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/15/2018	WD/VL	WARRANTY DEED WITH VENDORS LIEN	HOMANNVILLE LLC	LOPEZ NICOLAS MENCHU &			2018-003512
2	1/12/2018	DLF	DEED IN LIEW OF FORECLOSURE	PAZ TIMOTEO MIRANDA	HOMANNVILLE LLC			2018-000244
3	12/14/2017	WD	WARRANTY DEED	VELEZ MARTIN	PAZ TIMOTEO MIRANDA			2018-000256

Tax Due

Property Tax Information as of 06/03/2019

Amount Due If Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2018	Farm to Market Road	\$74,740	\$0.07	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$74,740	\$579.38	\$579.38	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$74,740	\$995.81	\$995.81	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$74,740	\$15.99	\$15.99	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$74,740	\$17.34	\$17.34	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell-Hays ESD 1	\$74,740	\$73.99	\$73.99	\$0.00	\$0.00	\$0.00	\$0.00
2018 TOTAL:			\$1682.58	\$1682.58	\$0.00	\$0.00	\$0.00	\$0.00

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Caldwell CAD

Property Search > 115749 LOPEZ NICOLAS MENCHU & for Year 2019

Property

Account

Property ID: 115749 Legal Description: PAZ ACRES, LOT 3, ACRES 5.001
 Geographic ID: 0200988-000-300-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 3010 HOMANNVILLE TRL Mapsco: 03-304
 LOCKHART, TX 78644
 Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304
 Neighborhood CD: 4200

Owner

Name: LOPEZ NICOLAS MENCHU & Owner ID: 223795
 Mailing Address: GOROSTIETA ALEXANDER LOPEZ % Ownership: 100.0000000000%
 7803 WYKEHAM DR
 AUSTIN, TX 78749-3246

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$14,890	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$118,550	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$133,440	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$133,440	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$133,440	

Taxing Jurisdiction

Owner: LOPEZ NICOLAS MENCHU &
 % Ownership: 100.0000000000%
 Total Value: \$133,440

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$133,440	\$133,440	\$0.00

CHES1	Caldwell-Hays ESD 1	0.099000	\$133,440	\$133,440	\$132.11
FTM	Farm to Market Road	0 000100	\$133,440	\$133,440	\$0.13
GCA	Caldwell County	0.775200	\$133,440	\$133,440	\$1,034.43
SLH	Lockhart ISD	1.332360	\$133,440	\$133,440	\$1,777.91
WPC	Plum Creek Conservation District	0 023200	\$133,440	\$133,440	\$30.96
WUG	Plum Creek Underground Water	0 021400	\$133,440	\$133,440	\$28.56
Total Tax Rate:		2.251260			

Taxes w/Current Exemptions: \$3,004.10
Taxes w/o Exemptions: \$3,004.08

Improvement / Building

Improvement #1:	MISCELLANEOUS	State Code:	E1 Living Area:	sqft	Value: \$14,890
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SD	SHED	SHF1 - D		2016	256.0
DSTG	DETACHED STORAGE/UTILITY	SF2		2018	384.0
SD	SHED	SHF2 - D			360.0
DSTG	DETACHED STORAGE/UTILITY	SF1			144.0
DSTG	DETACHED STORAGE/UTILITY	SF2			240.0
DSTG	DETACHED STORAGE/UTILITY	SF2			240.0
SD	SHED	SHF2 - D			96.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	5.0010	217843.56	0.00	0.00	\$93,050	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$8,500	\$0
3	U	UTILITY	0.0000	0.00	0.00	0.00	\$8,500	\$0
4	U	UTILITY	0.0000	0.00	0.00	0.00	\$8,500	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$14,890	\$118,550	0	133,440	\$0	\$133,440
2018	\$1,440	\$74,730	0	76,170	\$0	\$76,170

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/15/2018	WD/VL	WARRANTY DEED WITH VENDORS LIEN	HOMANNVILLE LLC	LOPEZ NICOLAS MENCHU &			2018-003512
2	1/12/2018	DLF	DEED IN LIEW OF FORECLOSURE	PAZ TIMOTEO MIRANDA	HOMANNVILLE LLC			2018-000244
3	12/14/2017	WD	WARRANTY DEED	VELEZ MARTIN	PAZ TIMOTEO MIRANDA			2018-000256

Tax Due

Property Tax Information as of 06/03/2019

Amount Due If Paid on 

Caldwell CAD

Property Search > 31344 HOMANNVILLE LLC for Year 2019

Tax Year: 2019

Property

Account

Property ID: 31344

Legal Description: A121 HATTON, THOMAS J., ACRES 18.854

Geographic ID: 0200121-116-150-00

Zoning:

Type: Real

Agent Code:

Property Use Code:

Property Use Description:

Location

Address: 3112 HOMANNVILLE TRL
LOCKHART, TX 78644

Mapsc0: 03-304

Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA
Neighborhood CD: 4200

Map ID: 03-304

Owner

Name: HOMANNVILLE LLC

Owner ID: 222401

Mailing Address: 1508 NORRIS DR
AUSTIN, TX 78704-2021

% Ownership: 100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$225,190	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$253,550	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$478,740	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$478,740	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$478,740	

Taxing Jurisdiction

Owner: HOMANNVILLE LLC
% Ownership: 100.0000000000%
Total Value: \$478,740

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$478,740	\$478,740	\$0.00
CHES1	Caldwell-Hays ESD 1	0.099000	\$478,740	\$478,740	\$473.95
FTM	Farm to Market Road	0.000100	\$478,740	\$478,740	\$0.48
GCA	Caldwell County	0.775200	\$478,740	\$478,740	\$3,711.19
SLH	Lockhart ISD	1.332360	\$478,740	\$478,740	\$6,378.54
WPC	Plum Creek Conservation District	0.023200	\$478,740	\$478,740	\$111.07
WUG	Plum Creek Underground Water	0.021400	\$478,740	\$478,740	\$102.45
Total Tax Rate:		2.251260			
				Taxes w/Current Exemptions:	\$10,777.68
				Taxes w/o Exemptions:	\$10,777.68

Improvement / Building

Improvement #1: RESIDENTIAL State Code: E Living Area: 2383.0 sqft Value: \$222,690

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R6 - RV	S	2016	2383.0
OP	COVERED PORCH (20% MAIN AREA) *				117.0
SD	SHED	SHF3 - C		2017	1225.0
CP	DETACHED CARPORT	DCM2 - G		2017	300.0
DSTG	DETACHED STORAGE/UTILITY	SF3		2018	200.0

Improvement #2: MISCELLANEOUS State Code: E1 Living Area: sqft Value: \$2,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SD	SHED	SHF1 - D		2009	800.0
BN	BARN	BF1 - D		2011	1032.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	2.0000	87120.00	0.00	0.00	\$22,440	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
3	HS	HOMESITE	1.0000	43560.00	0.00	0.00	\$11,220	\$0
4	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
5	HS	HOMESITE	1.0000	43560.00	0.00	0.00	\$11,220	\$0
6	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
7	NHS	NON HOMESITE	14.8540	647040.24	0.00	0.00	\$166,670	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$225,190	\$253,550	0	478,740	\$0	\$478,740
2018	\$197,020	\$180,360	0	377,380	\$0	\$377,380
2017	\$437,350	\$204,510	3,440	485,170	\$0	\$485,170
2016	\$246,750	\$170,450	3,540	273,830	\$0	\$273,830
2015	\$215,880	\$151,310	0	367,190	\$0	\$367,190
2014	\$196,570	\$149,310	2,440	210,890	\$0	\$210,890

2013	\$137,230	\$144,990	2,480	151,470	\$0	\$151,470
2012	\$140,020	\$139,650	2,620	154,260	\$0	\$154,260
2011	\$131,400	\$133,350	2,760	145,600	\$0	\$145,600
2010	\$132,780	\$121,070	0	253,850	\$0	\$253,850
2009	\$134,150	\$121,070	2,690	145,030	\$0	\$145,030
2008	\$135,510	\$112,330	2,590	146,050	\$0	\$146,050
2007	\$130,040	\$103,280	2,410	140,150	\$0	\$140,150
2006	\$0	\$103,280	2,300	10,000	\$0	\$10,000
2005	\$0	\$91,880	2,300	2,300	\$0	\$2,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/12/2018	DLF	DEED IN LIEW OF FORECLOSURE	PAZ TIMOTEO MIRANDA	HOMANNVILLE LLC			2018-000244
2	12/14/2017	WD	WARRANTY DEED	VELEZ MARTIN	PAZ TIMOTEO MIRANDA			2018-000256
3	7/26/2016	WD	WARRANTY DEED	PAZ TIMOTEO ETAL	VELEZ MARTIN			2017-004847

Tax Due

Property Tax Information as of 06/03/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2018	Farm to Market Road	\$377,380	\$0.38	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$377,380	\$2925.45	\$2925.45	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$377,380	\$5028.06	\$5028.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$377,380	\$80.76	\$80.76	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$377,380	\$87.55	\$87.55	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell-Hays ESD 1	\$377,380	\$373.61	\$373.61	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$8495.81	\$8495.81	\$0.00	\$0.00	\$0.00	\$0.00
	HOMANNVILLE LLC TOTAL:		\$8495.81	\$8495.81	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell-Hays ESD 1	\$146,050	\$146.05	\$146.05	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$131,050	\$1602.09	\$1602.09	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Underground Water	\$146,050	\$26.29	\$26.29	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Conservation District	\$146,050	\$26.29	\$26.29	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$143,050	\$0.43	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$146,050	\$1008.77	\$1008.77	\$0.00	\$0.00	\$0.00	\$0.00
	2008 TOTAL:		\$2809.92	\$2809.92	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$137,150	\$0.55	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$140,150	\$957.64	\$957.64	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$125,150	\$1504.30	\$1504.30	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Conservation District	\$140,150	\$24.95	\$24.95	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Underground Water	\$140,150	\$25.23	\$25.23	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$2512.67	\$2512.67	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$10,000	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00

Untitled Map

Write a description for your map.

Legend

- ◆ Feature 1
- Feature 2



Google Earth

© 2018 Google

800 ft

33. Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Zap Acres on Homannville Trail (CR179). **Cost: None ;
Spesker: Commissioner Roland/ Kasi
Miles Backup: 23**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 06/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Zap Acres on Homannville Trail (CR 179). Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup:

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 23 total # of backup pages
(including this page)

4. Commissioner Roland

Signature of Court Member

06/03/19

Date

Exhibit A

STATE OF TEXAS
COUNTY OF CALDWELL

I, the undersigned owner of the land shown on this plat recorded in Instrument #2018-000809 of the Official Records of Caldwell County, Texas and to be designated as ZAP ACRES in the Thomas Hatton Survey A-121 Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE _____ HOMANNVILLE LLC
EDUARDO LONGORIA (REPRESENTATIVE)
1508 NORRIS DRIVE
AUSTIN, TEXAS 78704

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by EDUARDO LONGORIA (REPRESENTATIVE FOR HOMANNVILLE LLC).

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the _____ day of _____, 20____.

not for publication

Jerry L. Hinkle
Registered Professional
Land Surveyor #5459

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the Thomas Hatton Survey A-121 in Caldwell County, Texas and being a part of a tract of land called 36.41 acres and conveyed to Homannville LLC by deed recorded in Instrument #2018-000809 of the Official Records of Caldwell County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron pin found (stamped "HINKLE SURVEYORS") in the interior of the above mentioned 36.41 acre tract and in the newly dedicated NE line of Homannville Trail (a.k.a. County road #179) and in the South corner of Lot 4 of Paz Acres as recorded in Plat Cabinet C Slide 95 of the Plat Records of Caldwell County, Texas for an exterior corner of this tract.

THENCE N 38 degrees 18 minutes 21 seconds E over and across the said 36.41 acre tract and partially along the SE line of the said Lot 4 1183.22 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the NE line of the said 36.41 acre tract and the apparent SW line of a tract of land called 35.427 acres and conveyed to Alton Homann by deed recorded in Volume West corner of the said Lot 3 and the South corner of Lot 2 of the said Paz Acres for the West corner this tract.

THENCE S 44 degrees 59 minutes 18 seconds E with the NE line of the said 35.427 acre tract and the apparent SW line of the above mentioned Homann tract 439.25 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the East corner of the said 36.41 acre tract and in the apparent NW line of a tract of land called 115.81 acres and conveyed to Reinhart Homann by deed recorded in Volume 299 Page 192 of the said Deed Records for the East corner this tract.

THENCE S 45 degrees 02 minutes 10 seconds W with the SE line of the said 36.41 acre tract and the apparent NW line of the above mentioned 115.81 acre tract 1174.06 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the newly dedicated NE line of Homannville Trail for the South corner this tract.

THENCE N 45 degrees 11 minutes 26 seconds W with the newly dedicated NE line of Homannville Trail at 300.58 feet pass the beginning point of this description for Block 2 and continue with the SW line of the said Paz Acres and continue for a total distance of 1255.25 feet to a capped iron pin found stamped "HINKLE SURVEYORS" in the West line of Lot 1 of the said Paz Acres for the South corner of the herein described Block 1 for an exterior corner this tract.

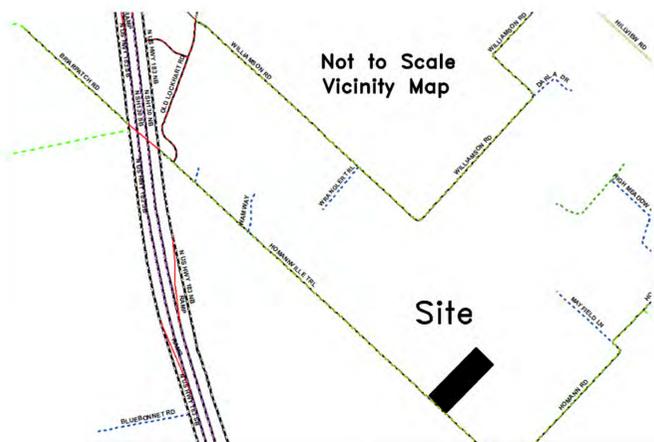
THENCE N 45 degrees 11 minutes 26 seconds W with the newly dedicated NE line of Homannville Trail 50.09 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" and the apparent SE line of a tract of land called 4.000 acres and conveyed to Debbie Hernandez by deed recorded in Instrument #142937 of the said Official Records and the NW line of the said 36.41 acre tract for the West corner this tract.

THENCE N 41 degrees 24 minutes 16 seconds E with the NW line of the said 36.41 acre tract 1181.01 feet to a 1/2" iron pin found marking the North corner of the said 36.41 acre tract and the West corner of the above mentioned 35.427 acre tract for the North corner this tract (Block 1).

THENCE S 44 degrees 59 minutes 18 seconds E with the NE line of the said 36.41 acre tract and the apparent SW line of the said 35.427 acre tract 511.90 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for the East corner this tract (Block 1).

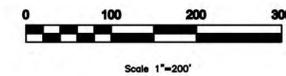
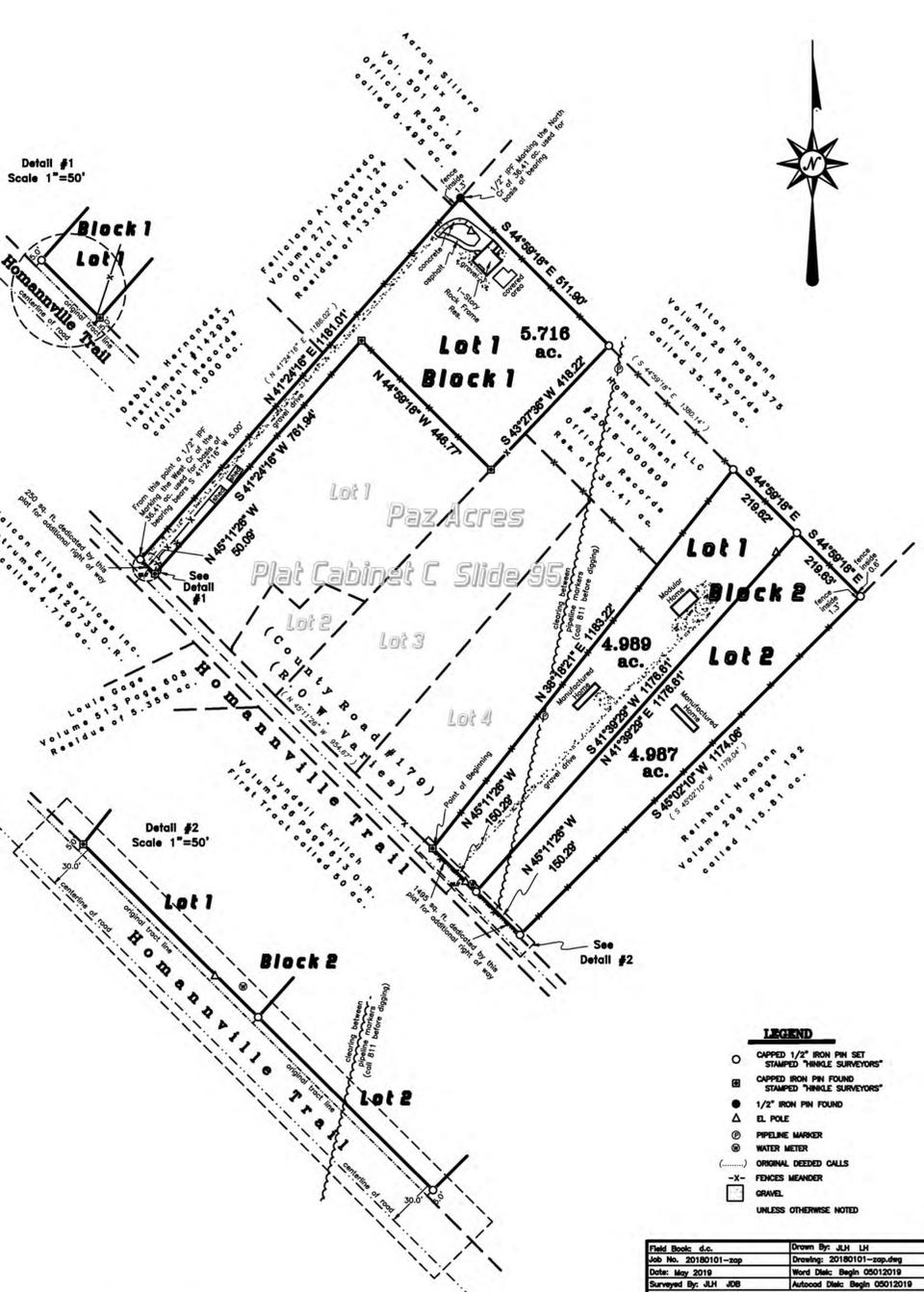
THENCE over and across the said 36.41 acre tract for the following three (3) courses:
(1) S 43 degrees 27 minutes 36 seconds W 418.22 feet to a capped iron pin found stamped "HINKLE SURVEYORS" in the East corner of the said Lot 1 of Paz Acres for a reentrant corner this tract (Block 1).
(2) N 44 degrees 59 minutes 18 seconds W with the NE line of the said Lot 1 446.77 feet to a capped iron pin found stamped "HINKLE SURVEYORS" in the North corner of the said Lot 1 for an ell corner this tract (Block 1).
(3) S 41 degrees 24 minutes 16 seconds W with the NW line of the said Lot 1 761.94 feet to a capped iron pin found in the West corner of the said Lot 1 and the newly dedicated NE line of Homannville trail for the most Westerly South corner this tract (Block 1).

THENCE S 45 degrees 11 minutes 26 seconds E with the SW line of the said Paz Acres and the NE line of Homannville Trail 954.67 feet to the place of beginning containing 15.692 acres of land more or less.



ZAP ACRES

A subdivision of a tract of land containing 15.692 acres of land out of a 36.41 acre tract in the Thomas Hatton Survey A-121 in Caldwell County, Texas.



SURVEYORS NOTES:

- 1) The Lots shown lies in Flood Zone "X" and has been determined to have no special flood hazard, according to FEMA Panel #48055C0125E effective date June 19, 2012.
- 2) This Subdivision is located within the boundaries of the Lockhart Independent School District.
- 3) This Subdivision is located within Caldwell County Precinct #4.
- 4) This Subdivision is serviced by Chisolm Trail Fire & Rescue.
- 5) The original deeded calls of record are in parentheses shown on this plat.
- 6) The parcel shown does not lie within the ETJ of any Municipality.
- 7) 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.
- 8) 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.
- 9) Utilities Provided by:
Electricity: Bluebonnet Electric Coop., Inc.
Water: Polonia Water Supply Corp.
- 10) RECORD OWNERS OF LAND: Homannville LLC
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
DATE OF PREPARATION: May 2019
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- 11) Lot Closure: Block 1--Boundary and Lot 1 -- 1' in 860026'
Block 2--Boundary--1' in 2793701'; Lot 1--1' in 429151'; Lot 2-- in 235328'

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been presented and approved by Commissioners Court of Caldwell County, Texas on the _____ day of _____, 20____, to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez
Caldwell County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificates of authentication was filed for record in my office the _____ day of _____, 20____, at _____ o'clock _____ M. and duly recorded on the _____ day of _____, 20____, in the Plat Records of Caldwell County, Texas in Volume _____ at Page _____.

Teresa Rodriguez
Caldwell County Clerk

LEGEND

- CAPPED 1/2" IRON PIN SET
- ⊕ STAMPED "HINKLE SURVEYORS"
- ⊕ CAPPED IRON PIN FOUND
- ⊕ STAMPED "HINKLE SURVEYORS"
- 1/2" IRON PIN FOUND
- △ EL. POLE
- ⊙ PIPELINE MARKER
- ⊙ WATER METER
- (---) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
- GRAVEL

UNLESS OTHERWISE NOTED

Field Book: d.c. Drawn By: J.L.H. LH
Job No. 20180101-zap Drawing: 20180101-zap.dwg
Date: May 2019 Word Date: Begin 05/01/2019
Surveyed By: J.L.H. J.O.B. AutoCAD Date: Begin 05/01/2019

HINKLE SURVEYORS

P.O. Box 1027 1108 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 10088-00

May 30, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: Zap Acres- Short Form Plat
BCG Project No. 070004-85-001

Ms. Miles,

Bowman Consulting has completed our review of the Short Form Plat application for Zap Acres subdivision. The plat contains 15.692 acres of land out of a 36.41 acre tract of land located in the Hatton Survey, Abstract A-121, Caldwell County, Texas; and, creates three lots containing 5.716 acres, 4.989 acres and 4.987 acres each. All lots have frontage and existing driveways on Homannville Trail (AKA CR 179). Lot 1, Block 1 is a flag lot that was created by the platting of Paz Acres a 17.557 acre subdivision of record in Cabinet C, Slide 95 of the Plat Records of Caldwell County, Texas. Lot 1, Block 2 and Lot 2, Block 2 are created from an existing unplatted 9.987 acre tract also created by the platting of Paz Acres.

The approval recommendation for the Zap Acres plat is contingent on the prior approval of the Amending Plat of Paz Acres by the Commissioners Court.

If the Amending Plat of Paz Acres is approved, the Zap Acres 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.

Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting Group, Ltd.

0006813 11-24
Office AU # 1210(B)

PERSONAL MONEY ORDER

0681367572

Remitter ROSA PASTOR
Operator I.D. u511813

May 01, 2019

PAY TO THE ORDER OF

Caldwell County

One thousand dollars and no cents

***\$1,000.00**

Payee Address
Memo

WELLS FARGO BANK, N.A.
2026 E BEN WHITE BLVD
AUSTIN, TX 78741
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,000.00

Purchaser's Signature

⑈0681367572⑈ ⑆121000248⑆4861 505733⑈

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0006813 11-24
Office AU # 1210(B)

PERSONAL MONEY ORDER

0681367573

Remitter ROSA PASTOR
Operator I.D. u511813

May 01, 2019

PAY TO THE ORDER OF

Caldwell County

Fifty dollars and no cents

***\$50.00**

Payee Address
Memo

WELLS FARGO BANK, N.A.
2026 E BEN WHITE BLVD
AUSTIN, TX 78741
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 50.00

Purchaser's Signature

⑈0681367573⑈ ⑆121000248⑆4861 505733⑈

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6843

DATE 5-16-19

RECEIVED FROM

Hinkle, Survey

\$ 1,050.00

One thousand fifty dollars & no/xx DOLLARS

FOR

Short form Plat - 2ap Acres

Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	1,050.00
BALANCE DUE	0

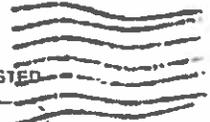
- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY *Kasi J Miles*

Security Features included Details on Back

Security Features included Details on Back

POLONIA WATER SUPPLY CORPORATION
 PO BOX 770
 LOCKHART, TX 78644
 (512) 559-2030



RETURN SERVICE REQUESTED

TYPE OF SERVICE	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		
Water	336000	325000	11,000	59.00
TCEQ FEE				0.30

CUSTOMER ACCOUNT		DUEDATE
ROUTE	ACCOUNT	PAST DUE AFTER THIS DATE
5	2954	2/15/19
TOTAL DUE (FROM RECEIPT)		PAST DUE AMOUNT
59.30		69.30

MAIL THIS STUB WITH YOUR PAYMENT

Lot 2 Block 2

Service From 12/15/2018 TO 1/15/2019 ACCOUNT # 2954 1/22/19

MARTINEZ RAUL
 2920 HOMANVILLE TRL
 LOCKHART TX 78044

METER READ MONTH	METER READ DAY	CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
1	15	1	59.30	10.00	69.30

Water Bills Are Due By The 15th Of The Month

You Can Pay Your Water Bill Online www.polonia.com

There Will Be A Fee Of \$ 2.35 For This Service.

CUSTOMER SERVICE: Monday-Friday 8:30am-4:00pm.

CORPORATION USE ONLY

Date Approved _____
Service Classification _____
Cost _____
Work Order Number _____
Eng. Update _____
Account Number _____
Service Inspection Date _____

**POLONIA
WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE 2/11/19

APPLICANT'S NAME Rosa E Miranda

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: 2926 Hammett Rd
Lockhart Tx 78644
FUTURE BILLING ADDRESS _____

PHONE NUMBER - Home (512) 815-3067 Work () _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)
Timoteo Miranda

ACREAGE 18.7 HOUSEHOLD SIZE 0

NUMBER IN FAMILY 0 LIVESTOCK & NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the racial/ethnic origin of individual applicants on the basis of visual observation or surname.

White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander Other (Specify) Male Female



Bluebonnet Electric Cooperative Inc.
P.O. Box 729
Bastrop, Texas 78602

Dear **TIMOTEO MIRANDA**,

Bluebonnet Electric Cooperative looks forward to serving your electric utility needs. Please read this information about our processes, procedures and the items for which you are responsible before we provide service.

- ✓ Although a contribution in aid-of-construction payment (CIAC) is required, Bluebonnet has complete ownership and control of its entire electric distribution line that serves your property with the right to serve other members from that line.
- ✓ Bluebonnet requires a clear right-of-way (ROW) for access to poles and equipment for the entire length of all electrical lines. In some cases, permits are required from other entities before Bluebonnet can install new service. Bluebonnet will prepare and send the necessary documents for this part of the process. Some permits can take several months to obtain.
- ✓ Members will own and be responsible for maintaining the meter cobb. If the meter cobb is to be mounted on a pole, members can purchase the meter cobb from Bluebonnet. Meter cobs purchased from Bluebonnet are guaranteed for one year from the date of installation and will be delivered and installed at the time of line construction. Meter cobs can also be purchased from electricians. If you choose to purchase the meter cobb from an electrician and it is on location at the time of construction and it meets Bluebonnet's specifications, it will be installed by Bluebonnet at no extra charge (see disclaimer on Page 2).
 (Meter cobb Specifications can be found at www.bluebonnetelectric.coop/Residential/Meter-Cobs)

The Total Project Cost amount located on Page 2 of this letter is in direct response to your electric service request. The Total Project Cost amount must be paid in full before the construction of facilities begins. We cannot accept partial payments. For your convenience, payment can be made by the following three methods:

By mail:

Bluebonnet Electric Cooperative
 Attn: Engineering New Service
 P.O. Box 240
 Goodings TX 78942-0240

By telephone: 800-842-7736 via e-check or credit card (MasterCard, Visa, Discover or American Express)

In person at any Bluebonnet member service center:

- 690 Texas St. West Bastrop
- 2401 U.S. 290 West Brenham
- 3160 East Austin Goodings
- 1316 W. San Antonio St. Lodiham
- 810 Lexington St. Manor

Please include the Work Order Number (located on Page 2) with your payment. If you have any questions, please call Member Services at 800-842-7736.

Once all necessary permits, documents and payments are received, you will be contacted by one of the following persons who will be in charge of scheduling the construction of your project:

Garrett Gutierrez, garrett.gutierrez@bluebonnet.coop
 Cell: 817-881-1535 Office: 817-784-2846

Greg Wolf, greg.wolf@bluebonnet.coop
 Cell: 979-842-7160 Office: 979-277-7324

Randall Bowns, randall.bowns@bluebonnet.coop
 Cell: 979-842-8418 Office: 979-842-8518

Member Name IMSTRO MIRANDA

Date 2/15/2019

Work Order # 50258058

Contract Account # 5000271150

Important Notes

The work order is for the installation of a new air conditioning unit. The unit is to be installed in the living room. The work order is for the installation of a new air conditioning unit. The unit is to be installed in the living room. The work order is for the installation of a new air conditioning unit. The unit is to be installed in the living room.

This cost is good for 30 days from the date of this letter

Itemized Cost

Business Plan	\$640.19
Business Plan	
Business Plan	\$1,370.35
Business Plan	
Business Plan	\$229.34
Business Plan	
Business Plan	\$1,950.00
Business Plan	
Business Plan	
Business Plan	
Business Plan	\$0.00
SUBTOTAL	\$489.88
	0 - Residential
Business Plan	
Business Plan	\$669.00
Business Plan	\$45.16
Business Plan	
Business Plan	
Business Plan	\$55.00
Business Plan	0 - Residential

Total Project Cost must be paid prior to construction \$1,484.04



Bluebonnet

PO BOX 240 GIDDINGS, TX 78942-0240

Please check box to indicate mailing address/phone number changes and enter changes on the reverse side



3143 AV Q.378 0106346-BLUS116118-BL102-003143
SUSIE CAMPOS
3112 HOMANNVILLE TRL
LOCKHART TX 78644-2275

*ZAP
Azores
Lot 1 Bk 1*

Make checks payable to:

Bluebonnet Electric Cooperative, Inc.
PO BOX 240
GIDDINGS TX 78942-0240

Paid 1/28/19

3 5500043232 6801 0000018756 0000017913

CON# BEC PAY002008203

Please mail this portion with your payment.

Account Name		Account Number			Bill Date	
SUSIE CAMPOS		5500043232			01/12/19	
Meter Number	Rate	Meter Readings	Days	Multiplier	kWh	Charge
	Lighting		30		20	\$10.48
138662978	Residential	32,205-33,873	28	1	1,668	\$168.65
Current Charges					\$179.13	

Important Contact Information
Member Service (800) 842-7708
Power Outages (800) 949-4414
bluebonnet.coop

Service Address: 3112 HOMANNVILLE TRAIL LOCKHART TX 78644

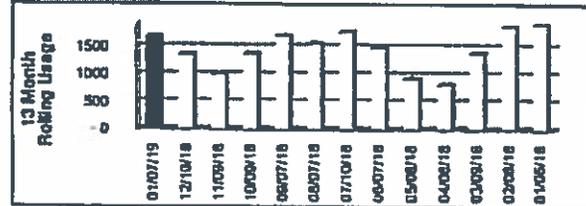
Light Charge 20 kWh (Includes PCRF) \$10.48
Current Charges \$10.48

Meter: 138662978

Service Address: 3112 HOMANNVILLE TRAIL LOCKHART TX 78644

Service From: 12/10/18 to 01/07/19
Wholesale Power Cost 1,668 kWh \$91.03
Bluebonnet Residential Service 1,668 kWh \$77.62
(Includes \$22.50 Service Availability Charge)
Current Charges \$168.65

	Current Month	Previous Month	Last Year
Days of Service	28	31	29
kWh	1,668	1,358	1,905



5500043232 Account Summary As of January 12, 2019	
Previous Balance	\$151.97
Payment 12/28/18	\$-151.97
Balance Forward	\$0.00
Total Current Charges	\$179.13

Current Charges Due	After Due Date	Total Due
01/28/19	\$187.56	\$179.13

This year, Bluebonnet is celebrating 80 years of service to Central Texas with special content in Texas Co-op Power magazine, events and more. Follow us on Twitter, Facebook and Instagram to learn more and win prizes!

We're awarding 30 trade & technical and 30 academic scholarships of \$2,500 to graduating high school seniors. Applications are due March 8. Learn more at bluebonnet.coop: click on Community, then Scholarships.

Our offices will be closed Jan 21 for MLK Jr. Day, Jan 24 for a company meeting and Feb 18 for Presidents' Day. Outage? Call 800-949-4414, go to bluebonnet.coop or use our mobile app.

10000000

Account Name		Account Number			Bill Date	
BLANCA MENDEZ		5500049626			01/12/19	
Meter Number	Rate	Meter Readings	Days	Multiples	kWh	Charge
20139168	Residential	35,142-36,951	31	1	1,809	\$181.00
79221622	Residential	72,763-74,394	31	1	1,631	\$165.40
Current Charges					\$346.40	

Important Contact Information

Member Service (800) 842-7708
 Power Outages (800) 949-4414
 blubonnet.coop

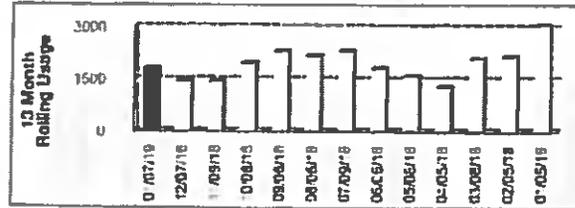
*New Lot 2 Zap Acres
 BIK2*

Meter: 20139168

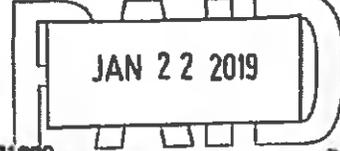
Service Address: 2920 HOMANVILLE TRL LOCKHART TX 78644

Service From: 12/07/18 to 01/07/19
 Wholesale Power Cost 1,809 kWh \$98.72
 Bluebonnet Residential Service 1,809 kWh \$82.28
 (Includes \$22.50 Service Availability Charge)
 Current Charges \$181.00

	Current Month	Previous Month	Last Year
Days of Service	31	28	30
kWh	1,809	1,454	3,063



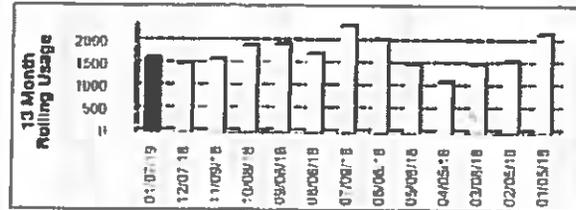
BLUEBONNET ELECTRIC COOP., INC.



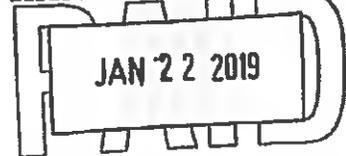
Service Address: 2920 HOMANVILLE TRL LOCKHART TX 78644

Service From: 12/07/18 to 01/07/19
 Wholesale Power Cost 1,631 kWh \$89.00
 Bluebonnet Residential Service 1,631 kWh \$76.40
 (Includes \$22.50 Service Availability Charge)
 Current Charges \$165.40

	Current Month	Previous Month	Last Year
Days of Service	31	28	30
kWh	1,631	1,494	2,180



BLUEBONNET ELECTRIC COOP., INC.



100000000

THE STATE OF TEXAS §
§
COUNTY OF CALDWELL §

**CORRECTION
DEED IN LIEU OF FORECLOSURE**

This instrument corrects a Deed in Lieu of Foreclosure from Grantor to Grantee filed on January 18, 2018 as Instrument Number 2018-000244 of the Official Public Records of Caldwell County, Texas

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: January 12, 2018

Grantors: TIMOTEO PAZ, ROSA RAMIREZ, HENRY MIRANDA,
AND ABNER MIRANDA

Grantors' Mailing Addresses: 3100 Homerville Trail
Lockhart, TX 78844

Grantee: Homerville, LLC, a Texas limited liability company
Grantee's Mailing Address: 1508 Norris Drive
Austin, Texas 78764

Note: Secured Promissory Note dated May 21, 2009 in the
original principle amount of \$420,000.00, executed and
delivered by Grantor to Stewardship Interests, LLC

Deed of Trust: Deed of Trust dated May 21, 2009 recorded in Volume 569,
Page 632, Official Public Records of Caldwell County,
Texas

Assignment: Assignment of Note and Lien from Stewardship Interests,
LLC to Grantee recorded under Instrument Number 2018-
000245 of the Official Public Records of Caldwell County,
Texas

Consideration: TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby
acknowledged, and further the release of Grantors from all liability for the
indebtedness and obligations under the Note and Deed of Trust, except
that no release is given of any liens or warranties of title and further except
that the indebtedness under the Note is not canceled or extinguished

Property (including any improvements):

38.41 acres of land, more or less, in the THOMAS HALTON SURVEY, A-121, Caldwell County, Texas, and being more particularly described on Exhibit A attached hereto

Exceptions to Conveyance and Warranty:

The liens described in this deed

Grantors, for the Consideration and subject to the Exceptions to Conveyance and Warranty, GRANT, SELL and CONVEY 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, executors, administrators, successors and assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Conveyance in Lieu of Foreclosure

This deed and the conveyances being made are executed, delivered, and accepted in lieu of foreclosure and will be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in and to the Property, including specifically, but without limitation, any equity or rights of redemption of Grantors in or to the Property, including but not limited to that one certain Deed without Warranty dated December 14, 2017 (Effective as of June 27, 2018) from Martin Valez, Grantor to Timoteo Miranda-Paz, Grantee recorded under Instrument Number 2018-000258 of the Official Public Records of Caldwell County, Texas.

Continuing Nature of Lien

Notwithstanding the release of Grantors from all liability for the indebtedness and obligations under the Note and Deed of Trust, the indebtedness has not been canceled or extinguished and the Property continues to be subject to the performance of the obligations under the Deed of Trust. The Deed of Trust lien is not released or relinquished in any manner, and the indebtedness, obligations, and lien will remain valid and continuous and in full force and effect, unless and until the indebtedness, obligations, and liens are expressly released by written instrument executed and delivered by the holder thereof, at the holder's sole discretion

Nonmerger

Neither Grantors nor Grantee intend that there be, and there will never be, a merger of the Deed of Trust lien with the fee simple title or any other interest of Grantee in the Property by virtue of this conveyance, and the parties expressly provide that any interest in the Deed of Trust lien and fee simple title will be and remain at all times separate and distinct.

GRANTORS:

Timoteo Miranda
TIMOTEO MIRANDA PAZ

Rosa Ramirez
ROSA RAMIREZ

Henry Miranda
HENRY MIRANDA
GRANTEE:

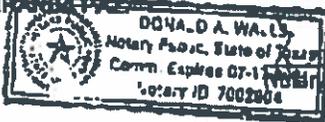
Abner Miranda
ABNER MIRANDA

E Longoria
HOMANNVILLE, LLC
By: Eduardo Longoria, Manager

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF Texas §

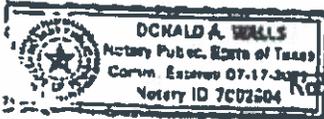
This instrument was acknowledged before me on the 31 day of January, 2018
by TIMOTEO MIRANDA



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Texas §

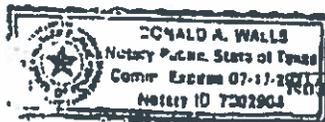
This instrument was acknowledged before me on the 31 day of January, 2018
by ROSA RAMIREZ



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Texas §

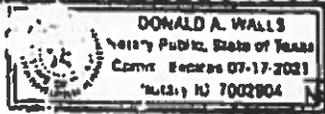
This instrument was acknowledged before me on the 31 day of January, 2018
by HENRY MIRANDA



Donald A. Walls
Notary Public * State of Texas

THE STATE OF TEXAS §
COUNTY OF Travis §

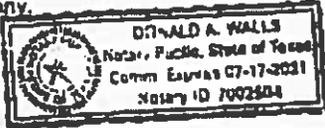
This instrument was acknowledged before me on the 31 day of January, 2018
by **ABNER MIRANDA**



Donald A. Walls
Notary Public • State of Texas

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 31 day of January, 2018
by Eduardo Longoria in his capacity as Manager of Homannville, LLC, a Texas limited liability
company.



Donald A. Walls
Notary Public • State of Texas

AFTER RECORDING RETURN TO:

**EDUARDO LONGORIA
1508 NORRIS DRIVE
AUSTIN, TEXAS 78704**

01 5 00 PAGE 641

Book: "A"
Page 1 of 2

DESCRIPTION OF 36.41 ACRES MORE OR LESS, OF LAND AREA IN THE THOMAS HALTON SURVEY, ABSTRACT NO. 131, CALDWELL COUNTY, TEXAS AND BEING THAT TRACT DESCRIBED AS 36.427 ACRES IN A DEED FROM DOLLIE ANN COLE TO RANDALL ALAN HORNAM, DATED JUNE 7, 1949 AND RECORDED IN VOLUME 26, PAGE 373 OF THE CALDWELL COUNTY OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" iron rod found in the northwest line of Caldwell County Road No. 179 (also known as Henson Trail) at the west corner of the Randall Henson 36.427 acre tract and in the southeast line of that tract described as 4.000 acres in a deed from Alphonse Jackson to Russell Spencer and Lucie Spencer, dated September 9, 2004 and recorded in Volume 296, Page 167 of the Caldwell County Official Records, from which a 1/4" iron rod found at the south corner of the Spencer 4.000 acre tract bears S42°28'31"W 10.23 feet;

THENCE leaving the PLACE OF BEGINNING as shown on that plat number 2004-019, dated December 24, 2004 prepared by Schultz Surveying of San Marcos, Texas and the southeast line of Henson Trail with the common northwest line of the Randall Henson 36.427 acre tract and partly with the southeast line of the Spencer 4.000 acre tract and partly with the southeast line of that tract described as 16 acres in an Affidavit to the Public stating the ownership of said 16 acres by Julio Siders, dated August 2, 2020 and recorded in Volume 244, Page 902 of the Caldwell County Official Records N41°24'16"E (this course being the bearing back for this description) 1104.03 feet to a calculated point, from which a 1/4" iron rod found bears S36°37'15"E 2.29', to the southeast line of the Siders 16 acre tract, at the common north corner of the Randall Henson 36.427 acre tract and the west corner of that tract described as 36.427 acres in a deed from Della Ann Cole to Alan Edward Henson et ux, dated June 7, 1949 and recorded in Volume 26, Page 373 of the Caldwell County Official Records, pass at 1343.72 feet a 1/4" iron rod found at the common east corner of the Spencer 4.000 acre tract and the south corner of the Siders 16 acre tract;

THENCE leaving the Siders 16 acre tract with the common southeast line of the Randall Henson 36.427 acre tract and the northwest line of the Alan Henson 36.427 acre tract S44°39'18"E 1380.14 feet to a 1/4" iron rod found at the common east corner of the Randall Henson 36.427 acre tract and the south corner of the Alan Henson 36.427 acre tract to the northwest line of that tract described as Plot Tract - 50 acres, in a deed from Philip Henson et ux to Robert Henson, dated September 30, 1943 and recorded in Volume 299, Page 192 of the Caldwell County Deed Records;

701 509 PAGE 642

Subtract "A"
Page 2 of 3

THENCE with the eastern boundary line of the Randall Horman 36.427 acre tract and
partly with the northeast line of the Reichart Horman Five Tract - 50 acres and partly
with one tract described as 50 acres in a deed from Philip Horman et ux to Reichart
Horman, dated September 30, 1963 and recorded in Volume 299, Page 193 of the
Caldwell County Deed Records S45°02'10"W 1179.04 feet to an 8" concrete corner
corner post in the occupied northeast line of the previously mentioned Horman Tract at
the eastern occupied south corner of the Randall Horman 36.427 acre tract and the
occupied west corner of the Reichart Horman 50 acre tract, pass at 18.0 feet the concrete
second corner (based on the occupied west corner of the Reichart Horman 50 acre tract)
of the west corner of the Reichart Horman Five Tract - 50 acres and the north corner of
the Reichart 50 acre tract;

THENCE with the common southwest line of the Randall Horman 36.427 acre tract and
the northern line of Horman Tract N45°11'30"W 1383.82 feet to the PLACE OF
BEGINNING.

There are contained within these acres and bounds 36.41 acres, more or less, of land area
as proposed from public records and a survey made on the ground on December 24, 2004
by Schultz Surveying of San Marcos, Texas.

Randy C. Schultz
Randy C. Schultz, Jr. R.P.L.S. No. 3671

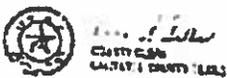
Client: Caldwell County Abstract Company
Survey: Hoken, Thomas A-121
County: Caldwell, Texas
Job No.: 2004-070
Pd(16.41) acres

The information herein is based on the records of the State of Texas and is not a warranty of title. It is the responsibility of the client to verify the accuracy of the information herein. The undersigned is not responsible for any errors or omissions in this document. This document is not to be used as a deed or other instrument of title.

FILED this 22nd day of May 2018
10:45 A.M.

NINA S SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By *Theresa Williams* Deputy

MAY 22 2018



FILED AND RECORDED

Instrument Number: 2018-000808 DEED IN LIEU OF FORECLOSURE

Filing and Recording Date: 02/16/2018 10:37:45 AM Pages: 9 Recording Fee: \$54.00

I hereby certify that this instrument was FILED on the date and time stated herein and RECORDED in the OFFICIAL PUBLIC RECORDS of Colwell County, Texas.



Carol Holcomb

Carol Holcomb, County Clerk
Colwell 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.

Caldwell CAD

Property Search Results > 31344 HOMANNVILLE LLC for 2019
Year 2019

Property

Account

Property ID: 31344 Legal Description: A121 HATTON, THOMAS J.,
ACRES 18.854

Geographic ID: 0200121-116-150-00 Zoning:
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 3112 HOMANNVILLE TRL Mapsco: 03-304
LOCKHART, TX 78644
Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304
Neighborhood CD: 4200

Owner

Name: HOMANNVILLE LLC Owner ID: 222401
Mailing Address: 1508 NORRIS DR % Ownership: 100.0000000000%
AUSTIN, TX 78704-2021

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$225,190	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$253,550	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$478,740	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$478,740	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$478,740	

Taxing Jurisdiction

Owner: HOMANNVILLE LLC
% Ownership: 100.0000000000%
Total Value: \$478,740

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	0.000000	\$478,740	\$478,740	\$0.00
CHES1	Caldwell-Hays ESD 1	0.099000	\$478,740	\$478,740	\$473.95
FTM	Farm to Market Road	0.000100	\$478,740	\$478,740	\$0.48
GCA	Caldwell County	0.775200	\$478,740	\$478,740	\$3,711.19
SLH	Lockhart ISD	1.332360	\$478,740	\$478,740	\$6,378.54
WPC	Plum Creek Conservation District	0.023200	\$478,740	\$478,740	\$111.07
WUG	Plum Creek Underground Water	0.021400	\$478,740	\$478,740	\$102.45
Total Tax Rate:		2.251260			
				Taxes w/Current Exemptions:	\$10,777.68
				Taxes w/o Exemptions:	\$10,777.68

Improvement / Building

Improvement #1:	RESIDENTIAL	State Code:	E Living Area:	2383.0 sqft	Value: \$222,690
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R6 - RV	S	2016	2383.0
OP	COVERED PORCH (20% MAIN AREA)	*			117.0
SD	SHED	SHF3 - C		2017	1225.0
CP	DETACHED CARPORT	DCM2 - G		2017	300.0
DSTG	DETACHED STORAGE/UTILITY	SF3		2018	200.0

Improvement #2:	MISCELLANEOUS	State Code:	E1 Living Area:	sqft	Value: \$2,500
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SD	SHED	SHF1 - D		2009	800.0
BN	BARN	BF1 - D		2011	1032.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	2.0000	87120.00	0.00	0.00	\$22,440	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
3	HS	HOMESITE	1.0000	43560.00	0.00	0.00	\$11,220	\$0
4	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
5	HS	HOMESITE	1.0000	43560.00	0.00	0.00	\$11,220	\$0
6	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0
7	NHS	NON HOMESITE	14.8540	647040.24	0.00	0.00	\$166,670	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$225,190	\$253,550	0	478,740	\$0	\$478,740
2018	\$197,020	\$180,360	0	377,380	\$0	\$377,380
2017	\$437,350	\$204,510	3,440	485,170	\$0	\$485,170
2016	\$246,750	\$170,450	3,540	273,830	\$0	\$273,830
2015	\$215,880	\$151,310	0	367,190	\$0	\$367,190
2014	\$196,570	\$149,310	2,440	210,890	\$0	\$210,890

2013	\$137,230	\$144,990	2,480	151,470	\$0	\$151,470
2012	\$140,020	\$139,650	2,620	154,260	\$0	\$154,260
2011	\$131,400	\$133,350	2,760	145,600	\$0	\$145,600
2010	\$132,780	\$121,070	0	253,850	\$0	\$253,850
2009	\$134,150	\$121,070	2,690	145,030	\$0	\$145,030
2008	\$135,510	\$112,330	2,590	146,050	\$0	\$146,050
2007	\$130,040	\$103,280	2,410	140,150	\$0	\$140,150
2006	\$0	\$103,280	2,300	10,000	\$0	\$10,000
2005	\$0	\$91,880	2,300	2,300	\$0	\$2,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/12/2018	DLF	DEED IN LIEW OF FORECLOSURE	PAZ TIMOTEO MIRANDA	HOMANNVILLE LLC			2018-000244
2	12/14/2017	WD	WARRANTY DEED	VELEZ MARTIN	PAZ TIMOTEO MIRANDA			2018-000256
3	7/26/2016	WD	WARRANTY DEED	PAZ TIMOTEO ETAL	VELEZ MARTIN			2017-004847

Tax Due

Property Tax Information as of 06/03/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2018	Farm to Market Road	\$377,380	\$0.38	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$377,380	\$2925.45	\$2925.45	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$377,380	\$5028.06	\$5028.06	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$377,380	\$80.76	\$80.76	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$377,380	\$87.55	\$87.55	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell-Hays ESD 1	\$377,380	\$373.61	\$373.61	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$8495.81	\$8495.81	\$0.00	\$0.00	\$0.00	\$0.00
	HOMANNVILLE LLC TOTAL:		\$8495.81	\$8495.81	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell-Hays ESD 1	\$146,050	\$146.05	\$146.05	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$131,050	\$1602.09	\$1602.09	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Underground Water	\$146,050	\$26.29	\$26.29	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Conservation District	\$146,050	\$26.29	\$26.29	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$143,050	\$0.43	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$146,050	\$1008.77	\$1008.77	\$0.00	\$0.00	\$0.00	\$0.00
	2008 TOTAL:		\$2809.92	\$2809.92	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$137,150	\$0.55	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$140,150	\$957.64	\$957.64	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$125,150	\$1504.30	\$1504.30	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Conservation District	\$140,150	\$24.95	\$24.95	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Underground Water	\$140,150	\$25.23	\$25.23	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$2512.67	\$2512.67	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$10,000	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00

2006	Caldwell County	\$10,000	\$64.32	\$64.32	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$10,000	\$154.00	\$154.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Conservation District	\$10,000	\$1.72	\$1.72	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Underground Water	\$10,000	\$1.75	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00
	2006 TOTAL:		\$221.84	\$221.84	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$2,300	\$38.87	\$38.87	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Underground Water	\$2,300	\$0.43	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Conservation District	\$2,300	\$0.40	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$2,300	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$2,300	\$14.47	\$14.47	\$0.00	\$0.00	\$0.00	\$0.00
	2005 TOTAL:		\$54.18	\$54.18	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$2,400	\$38.12	\$38.12	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Underground Water	\$2,400	\$0.45	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Conservation District	\$2,400	\$0.40	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$2,400	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$2,400	\$14.37	\$14.37	\$0.00	\$0.00	\$0.00	\$0.00
	2004 TOTAL:		\$53.36	\$53.36	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$2,480	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$2,480	\$14.05	\$14.05	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$2,480	\$36.34	\$36.34	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Conservation District	\$2,480	\$0.43	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Underground Water	\$2,480	\$0.50	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
	2003 TOTAL:		\$51.34	\$51.34	\$0.00	\$0.00	\$0.00	\$0.00
2002	Plum Creek Conservation District	\$2,550	\$0.45	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$2,550	\$36.70	\$36.70	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$2,550	\$13.77	\$13.77	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$2,550	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
	2002 TOTAL:		\$50.94	\$50.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell-Hays ESD 1	\$485,170	\$485.17	\$485.17	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Underground Water	\$485,170	\$103.83	\$103.83	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$484,420	\$0.48	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$485,170	\$3761.04	\$3761.04	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$478,920	\$6380.94	\$6380.94	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Conservation District	\$485,170	\$112.56	\$112.56	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$10844.02	\$10844.02	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell-Hays ESD 1	\$273,830	\$273.83	\$273.83	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$273,080	\$0.27	\$0.27	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$273,830	\$2122.73	\$2122.73	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$267,580	\$3565.13	\$3565.13	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Conservation District	\$273,830	\$62.98	\$62.98	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Underground Water	\$273,830	\$58.87	\$58.87	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$6083.81	\$6083.81	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell-Hays ESD 1	\$367,190	\$367.19	\$367.19	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$367,190	\$0.37	\$0.37	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$367,190	\$2634.22	\$2634.22	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$367,190	\$4885.47	\$4885.47	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Conservation District	\$367,190	\$82.62	\$82.62	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Underground Water	\$367,190	\$78.95	\$78.95	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$8048.82	\$8048.82	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$195,890	\$2799.47	\$2799.47	\$0.00	\$0.00	\$0.00	\$0.00

2014	Plum Creek Underground Water	\$210,890	\$46.40	\$46.40	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Conservation District	\$210,890	\$46.40	\$46.40	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$207,890	\$0.21	\$0.21	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$210,890	\$1456.20	\$1456.20	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell-Hays ESD 1	\$210,890	\$210.89	\$210.89	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$4559.57	\$4559.57	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$136,470	\$1609.67	\$1609.67	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Underground Water	\$151,470	\$33.32	\$33.32	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Conservation District	\$151,470	\$33.32	\$33.32	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$148,470	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$151,470	\$1046.06	\$1046.06	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell-Hays ESD 1	\$151,470	\$151.47	\$151.47	\$0.00	\$0.00	\$0.00	\$0.00
	2013 TOTAL:		\$2873.99	\$2873.99	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell-Hays ESD 1	\$154,260	\$154.26	\$154.26	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Underground Water	\$154,260	\$32.39	\$32.39	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$139,260	\$1652.73	\$1652.73	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Conservation District	\$154,260	\$32.39	\$32.39	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$151,260	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$154,260	\$1065.48	\$1065.48	\$0.00	\$0.00	\$0.00	\$0.00
	2012 TOTAL:		\$2937.40	\$2937.40	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell-Hays ESD 1	\$145,600	\$145.60	\$145.60	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Underground Water	\$145,600	\$29.12	\$29.12	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$130,600	\$1551.79	\$1551.79	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Conservation District	\$145,600	\$29.12	\$29.12	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$142,600	\$0.14	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$145,600	\$1005.80	\$1005.80	\$0.00	\$0.00	\$0.00	\$0.00
	2011 TOTAL:		\$2761.57	\$2761.57	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$238,850	\$2853.78	\$2853.78	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Underground Water	\$253,850	\$49.50	\$49.50	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Conservation District	\$253,850	\$49.50	\$49.50	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$250,850	\$0.25	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$253,850	\$1753.85	\$1753.85	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell-Hays ESD 1	\$253,850	\$253.85	\$253.85	\$0.00	\$0.00	\$0.00	\$0.00
	2010 TOTAL:		\$4960.73	\$4960.73	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$130,030	\$1599.37	\$1599.37	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Underground Water	\$145,030	\$26.83	\$26.83	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Conservation District	\$145,030	\$26.83	\$26.83	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$142,030	\$0.28	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$145,030	\$1001.86	\$1001.86	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell-Hays ESD 1	\$145,030	\$145.03	\$145.03	\$0.00	\$0.00	\$0.00	\$0.00
	2009 TOTAL:		\$2800.20	\$2800.20	\$0.00	\$0.00	\$0.00	\$0.00
	ESQUIVEL ANGEL TOTAL:		\$5754.25	\$5754.25	\$0.00	\$0.00	\$0.00	\$0.00
	PAZ TIMOTEO ETAL TOTAL:		\$45870.11	\$45870.11	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL (ALL OWNERS):		\$60120.17	\$60120.17	\$0.00	\$0.00	\$0.00	\$0.00

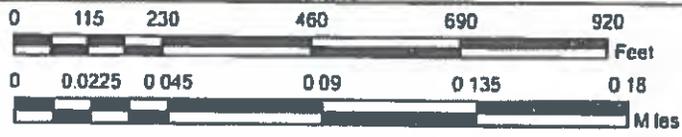
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550



This map is being provided as a courtesy and should only be used as a general guide
 it is not a guarantee of accuracy, configuration, area or title
 for certainty a surveyor or engineer is to be consulted
 This product is for information purposes and may not have been prepared for
 or its use for legal, engineering, or surveying purposes
 It does not represent an existing or proposed subdivision
 representing only the approximate relative location of property boundaries
 Additionally, this document does not purport to authorize entry onto privately owned property

Date Printed
 Friday May 17 2019



Untitled Map

Write a description for your map.

Legend

- ◆ Feature 1
- Feature 2

Google Earth

© 2016 Google

800 ft



34. Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Natalie Acres on Homannville Trail (CR179). **Cost:** None; **Speaker;** **Commissioner Roland/ Kasi Miles;** **Backup; 15**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us 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: 06/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Amending Plat of Natalie Acres, Section One on Homannville Trail (CR 179). Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup:

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 15 total # of backup pages (including this page)

4. Commissioner Roland 06/03/19
Signature of Court Member Date

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat recorded in Instrument #2015-005474 of the Official Records of Caldwell County, Texas and to be designated as Amending Plat of NATALIE ACRES, SECTION ONE and being a division of Lot 2 in the said Natalie Acres as recorded in Plat Cabinet A Slide 6 of the Plat Records of Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE _____ ERASTO MARTINEZ-SANDOVAL
2416 HOMANNVILLE TRAIL
LOCKHART, TX, 78644

DATE _____ PEDRO MARTINEZ-SANDOVAL
2416 HOMANNVILLE TRAIL
LOCKHART, TX, 78644

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by ERASTO MARTINEZ-SANDOVAL.

Notary Public in and for the State of Texas

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by PEDRO MARTINEZ-SANDOVAL.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.
IN WITNESS THEREOF, my hand and seal, this the _____ day of _____, 20____.

not for publication
Jerry L. Hinkle
Registered Professional
Land Surveyor #5459

SURVEYORS NOTES:

- 1) The Lots shown lies in Flood Zone "X" and has been determined to have no special flood hazard, according to FEMA Panel #48055C0125E effective date June 19, 2012.
- 2) This Subdivision is located within the boundaries of the Lockhart Independent School District.
- 3) This Subdivision is located within Caldwell County Precinct #4.
- 4) This Subdivision is serviced by Chisolm Trail Fire & Rescue.
- 5) The parcel shown lies within the ETJ of the City of Lockhart.
- 6) 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.
- 7) 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.
- 8) Access to Homannville Trail from Lots 2-A and 2- B is restricted to the 60'X60' Common Drive Access Easement. This area of the 60'X60' Common Use Drive Access Easement is free and uninterrupted use and hereby dedicated by this plat.
- 9) The restrictions and notes shown on the plat of Natalie Acres Section One recorded in Plat Cabinet C Slide 6 of the Caldwell County Plat Records, shall apply to this plat.
- 10) Utilities Provided by:
Electricity: Bluebonnet Electric Coop., Inc.
Water: Polonia Water Supply Corp.
- 11) RECORD OWNERS OF LAND: Erasto Martinez-Sandoval and Pedro Martinez-Sandoval
DESIGNER OF PLAT: Hinkle Surveyors, PO Box 1027, Lockhart TX 78644 (512) 398-2000
DATE OF PREPARATION: May 2019
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5459 PO Box 1027, Lockhart TX 78644 (512) 398-2000
- 12) Any Future Development of Lot 2-A or Lot 2-B will be subject to Caldwell County's Development Ordinance in effect at the time of development.
- 13) Boundary Closure: 1 in 428723.2' Lot Closure: Lot 2A -- 1' in 297854; Lot 2B -- 1' in 507472'

STATE OF TEXAS
COUNTY OF CALDWELL

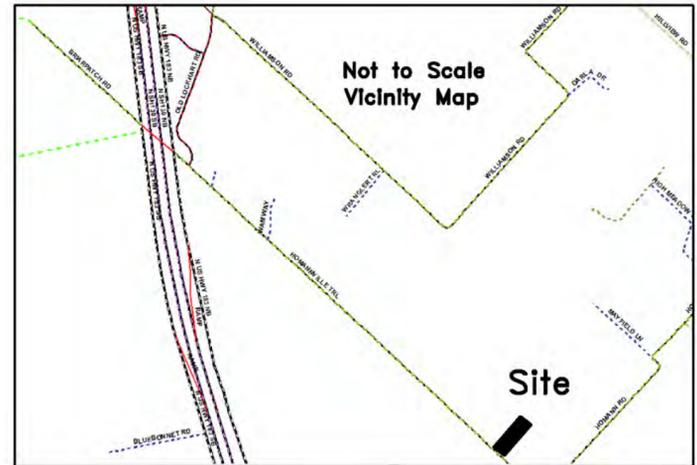
I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown hereon, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the _____ day of _____, 20____, to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez
Caldwell County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificates of authentication was filed for record in my office the _____ day of _____, 20____, at _____ o'clock _____ M. and duly recorded on the _____ day of _____, 20____, in the Plat Records of Caldwell County, Texas in Volume _____ at Page _____.

Teresa Rodriguez
Caldwell County Clerk



Randall Baird
Inst No 2019-001831
called 11.44 acres
Official Records

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the Thomas Hatton Survey A-121 in Caldwell County, Texas and being Lot 2 of Natalie Acres Section One and being also all of a tract of land conveyed to Erasto Martinez-Sandoval et al by deed recorded in Instrument #2015-005474 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an orange capped iron pin found used for basis of bearing in the West corner of the said Lot 2 and the South corner of Lot 1 of the said Natalie Acres Section One and in the NE line of Homannville Trail (a.k.a. County road #179) for the West corner this tract.

THENCE N 43 degrees 33 minutes 58 seconds E with the NW line of the said Lot 2 and the SE line of the said Lot 1 898.78 feet to an orange capped iron pin found used for basis of bearing in the North corner of the said Lot 2 and the East corner of the said Lot 1 and the apparent SW line of a tract of land called 11.376 acres and conveyed to Juan Galicia by deed recorded in Instrument #2015-003785 for the North corner this tract.

THENCE S 46 degrees 17 minutes 39 seconds E with the NE line of the said Lot 2 and partially along the apparent SW line of the above mentioned 11.376 acre tract and partially along the apparent SW line of a tract of land called 11.44 acres and conveyed to Randall Baird by deed recorded in Instrument #2019-001831 of the said Official Records 270.00 feet to a capped iron pin found in the East corner of the said Lot 2 and an apparent ell corner of the said 11.44 acre tract for the East corner this tract.

THENCE S 43 degrees 33 minutes 58 seconds W with the SE line of the said Lot 2 and the apparent NW line of the above mentioned 11.44 acre tract 901.09 feet to an orange capped iron pin found in the NE line of Homannville Trail and the South corner of the said Lot 2 for the South corner this tract.

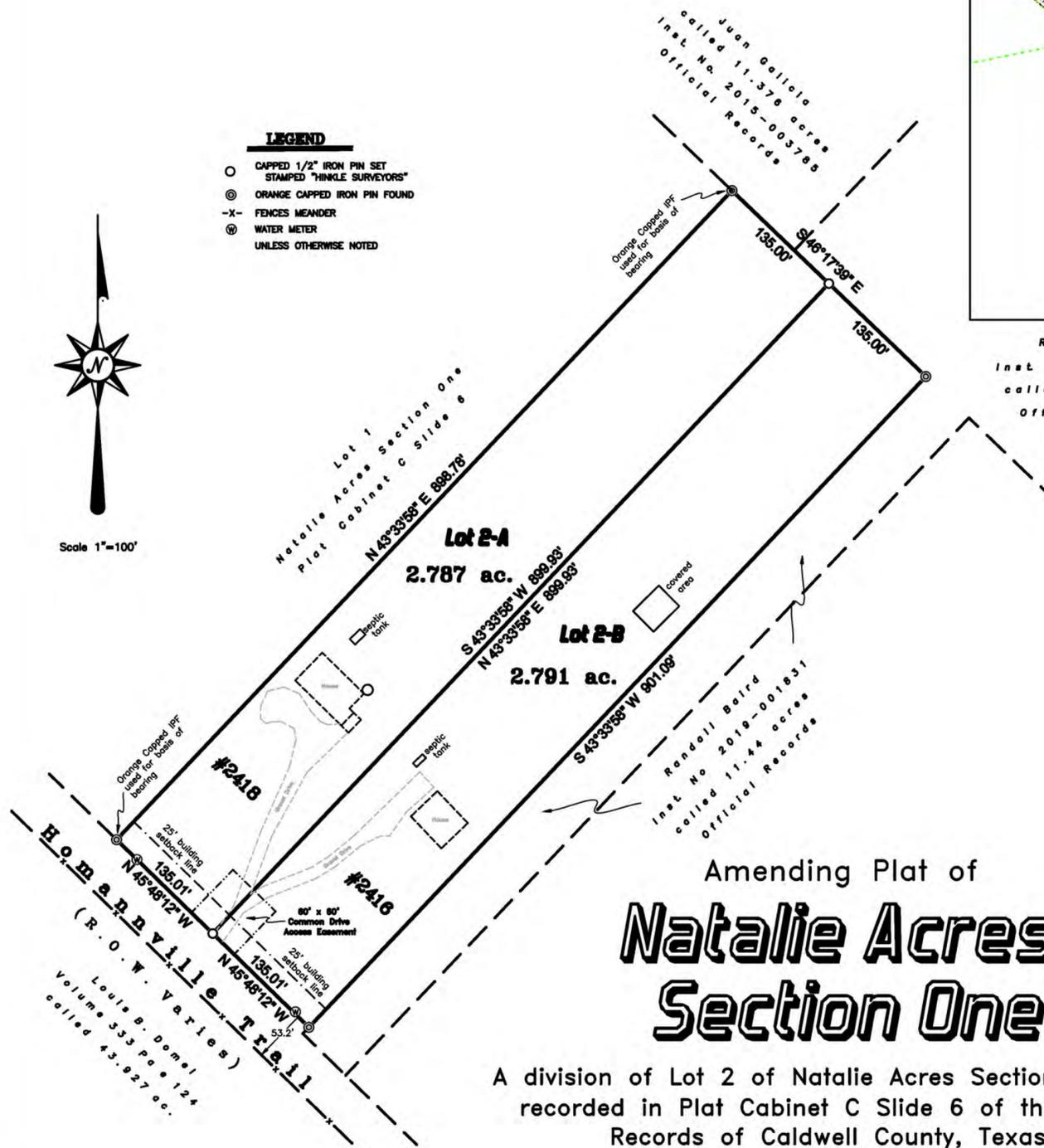
THENCE N 45 degrees 48 minutes 12 seconds W with the SW line of the said Lot 2 and the NE line of Homannville Trail 270.02 feet to the place of beginning containing 5.578 acres of land more or less.



Field Book: d.c.	Drawn By: J.L.H. LH
Job No. 20191282	Drawing: 20191282.dwg
Date: May 2019	Word Date: Begin 05012019
Surveyed By: J.L.H. JDB	Autocad Date: Begin 05012019



P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7663 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00



Amending Plat of
**Natalie Acres
Section One**

A division of Lot 2 of Natalie Acres Section One as recorded in Plat Cabinet C Slide 6 of the Plat Records of Caldwell County, Texas.

May 30, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Natalie Acres Section One- Amending Plat**
BCG Project No. 070004-83-001

Ms. Miles,

Bowman Consulting has completed our review of the application for the Amending Plat of Natalie Acres Section One subdivision. The plat creates two lots (2-A and 2-B) from Lot 2 of the Natalie Acres Section One subdivision, a subdivision of record in Plat Cabinet C, Slide 6 of the Plat Records of Caldwell County, Texas. Both lots have frontage on Homannville Trail (aka CR 179). A 60' x 60' Common Drive Access Easement is proposed at the location of the common existing driveway accessing Homannville Rd at the common property line. Access to Homannville Rd. from the lots is restricted to that easement.

The plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting Group, Ltd.

CLAUDE HINKLE SURVEYORS
PO BOX 1027
LOCKHART TX 78644-1027

651

S-16-19

Four hundred dollars

+ FirstLockhart

www.firstlockhart.com
877-398-3418

Revisions to Plat

For Lot 1 Natalie Acres

Claude Hinkle

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6844

DATE

5-16-19

RECEIVED FROM

Claude Hinkle Survey

\$

400.00

Four hundred dollars + tax

DOLLARS

FOR

Amended Plat - Natalie Acres 2A + 2B

AMOUNT OF ACCLT	
THIS PAYMENT	400.00
BALANCE DUE	0

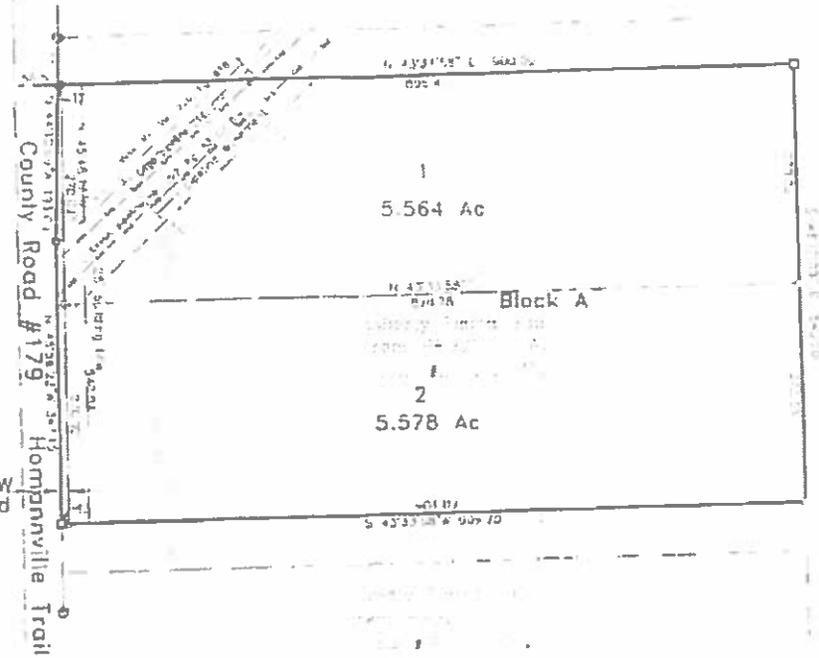
- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY

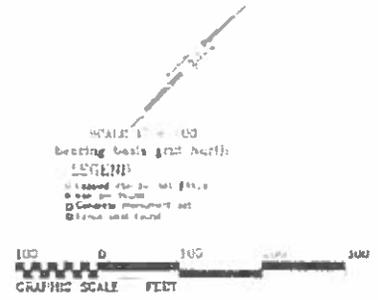
Kari L Miles

Thank You

NATALIE ACRES Section One Caldwell County, Texas



N.T.S.
LOCATION MAP



0.101 acre R.O.W.
hereby dedicated

All
The public monuments located
along the line pipelines are hereby
left intact to the extent of the
plans as constructed. See recorded
measurements for details.

OWNERS: Liberty Tierra, Ltd.
P.O. Box 1249
San Marcos, Texas 78666
Barlon Galle

ACREAGE: 11.242
SURVEYOR: Austin Surveyors
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0'
NUMBER OF LOTS: 2

PATENT SURVEY: Thomas J. Halton 1/3 League
Abstract #121

Course	Bearing	Distance
1	N 47°10'09" E	62.05
2	N 43°11'45" E	5.578
3	S 73°13'19" W	8.07

S117 00 2

Surveyed by Thomas J. Halton Surveyor, State of Texas No. 11111	Witnessed by Thomas J. Halton Surveyor, State of Texas No. 11111
--	---

AUSTIN SURVEYORS
2100 Austin Lane #100
Austin, Texas 78731
512-474-8800

POLONIA WATER SUPPLY CORPORATION
 PO BOX 778
 LOCKHART, TX 78644
 (512) 559-2030

RETURN SERVICE REQUESTED

PRESORTED
 FIRST-CLASS MAIL
 U.S. POSTAGE
 PAID
 LOCKHART, TX 78644
 PERMIT NO. 130

TYPE OF SERVICE	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		
Water	191400	186700	4700	40.83
TCEQ FEE				0.20

CUSTOMER	DUE DATE
5 2708	4 15 19
TOTAL DUE UPON RECEIPT	PAST DUE AMOUNT
40.83	50.83

MAIL THIS STUB WITH YOUR PAYMENT



Service From 2/12/2019 TO 3/12/2019 ACCOUNT 2708 3/22/2019

METER READ MONTH	DAY	CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
3	12	1	40.83	10.00	50.83

MARTINEZ, PEDRO
 2416 HOMANNVILLE TRL
 LOCKHART TX 78644-2350

Water Bills Are DUE By The 15th Of The Month.
 You Can Pay Your Water Bill Online At www.poloniawsc.com
 There Will Be A Fee Of \$ 2.35 For This Service.
 OFFICE HOURS: Monday-Friday 8:30am-4:00pm.



Bluebonnet

PO BOX 240 GIDDINGS, TX 78942-0240

Account Number		Bill Date
5500027399		04/23/19
Account Name		Due Date
PEDRO MARTINEZ		05/09/19
After Due Date	Total Due	
\$138.59	\$132.49	

Please check box to indicate mailing address/phone number changes and enter changes on the reverse side.



1175 1 AV Q 383 0112885-BLUS12+328-BL 1oz-001175
PEDRO MARTINEZ
2416 HOMANNVILLE TRL
LOCKHART TX 78644-2350

Make checks payable to:

Bluebonnet Electric Cooperative, Inc.
PO BOX 240
GIDDINGS TX 78942-0240

9 5500027399 7605 0000013859 0000013249

Please mail this portion with your payment.

Account Name		Account Number			Bill Date	
PEDRO MARTINEZ		5500027399			04/23/19	
Meter Number	Rate	Meter Readings	Days	Multiplier	kWh	Charge
	Lighting		30		20	\$10.52
64428041	Residential	43,693-44,803	29	1	1,110	\$121.97
					Current Charges	\$132.49

Important Contact Information

Member Service (800) 842-7708
Power Outages (800) 849-4414
bluebonnet.coop

Service Address: 2416 HOMMANVILLE TRL LOCKHART TX 78844

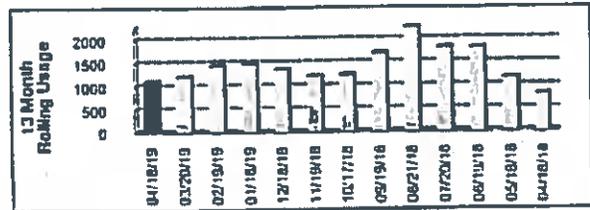
Light Charge 20 kWh (includes PCRF) \$10.52
Current Charges \$10.52

Meter: 64428041

Service Address: 2416 HOMMANVILLE TRL LOCKHART TX 78644

Service From: 03/20/19 to 04/18/19
Wholesale Power Cost 1,110 kWh \$62.79
Bluebonnet Residential Service 1,110 kWh \$59.18
(Includes \$22.50 Service Availability Charge)
Current Charges \$121.97

	Current Month	Previous Month	Last Year
Days of Service	29	29	28
kWh	1,110	1,220	819



5500027399 Account Summary As of April 23, 2019

Previous Balance	\$142.35
Payment 04/08/19	\$-142.35
Balance Forward	\$0.00

Have you heard about Bluebonnet's Outage Alerts text service? Thousands of members were automatically enrolled in the free program last month. If you missed out, just text BBOUTAGE to 85700.

Whether it's a cell phone or land line keep the contact information tied to your account current. When you call from that phone number, we can more quickly locate your outage and restore power. Log in at bluebonnet.coop or on our mobile app, go to the Preferences tab, make changes in the Contact Info section and save, or call member services at 800-842-7708.

Total Current Charges \$132.49

Current Charges Due	After Due Date	Total Due
05/09/19	\$138.59	\$132.49

RETURN SERVICE REQUESTED

D.	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		
Water	175900	168500	7.400	\$0.29
TCEQ FEE				0.25



Service From 3/12/2019 TO 3/12/2019 ACCOUNT 2689 3/21/2019

METER HEAD MONTH	DAY	CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
3	12	1	50.54	10.00	60.54

Water Bills Are DUE By The 15th Of The Month.
You Can Pay Your Water Bill Online At www.pulaniawsc.ca
There Will Be A Fee Of \$ 2.35 For This Service.
OFFICE HOURS: Monday-Friday 8:30am-4:00pm.



Bluebonnet

PO BOX 240 GIDDINGS, TX 78942-0240

Please check box to indicate mailing address/phone number changes and enter changes on the reverse side

Account Number		Bill Date
5500027397		04/23/19
Account Name		Due Date
ERASTO MARTINEZ		05/09/19
After Due Date	Total Due	
\$143.59	\$136.75	



11751 AV 0 383 0112885-BLUS124328-EL1oz-001174
ERASTO MARTINEZ
2418 HOMANNVILLE TRL
LOCKHART TX 78644-2350

Make checks payable to:

Bluebonnet Electric Cooperative, Inc.
PO BOX 240
GIDDINGS TX 78942-0240

2 5500027397 7605 0000014359 0000013675

Please mail this portion with your payment

Account Name		Account Number			Bill Date	
ERASTO MARTINEZ		5500027397			04/23/19	
Meter Number	Rate	Meter Readings	Days	Multiplier	kWh	Charge
64428039	Residential	43,952-45 227	29	1	1 275	\$136.75
Current Charges					\$136.75	

Important Contact Information

Member Service (800) 842-7708
Power Outages (800) 949-4414

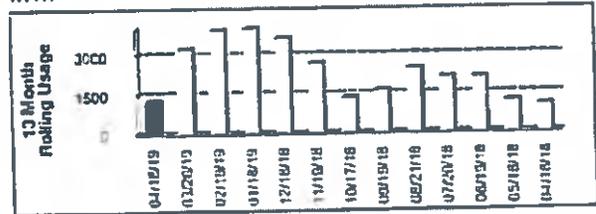
bluebonnet.coop

Meter: 64428039

Service Address: 2418 HOMMANVILLE TRL LOCKHART TX 78644

Service From: 03/20/19 to 04/18/19
 Wholesale Power Cost 1,275 kWh \$72.12
 Bluebonnet Residential Service 1,275 kWh \$64.63
 (Includes \$22.50 Service Availability Charge)
Current Charges \$136.75

Days of Service	Current Month	Previous Month	Last Year
kWh	29	29	28
	1,275	3,242	1,058



5500027397 Account Summary As of April 23, 2019

Previous Balance	\$313.04
Payment 04/04/19	\$-313.04
Balance Forward	\$0.00

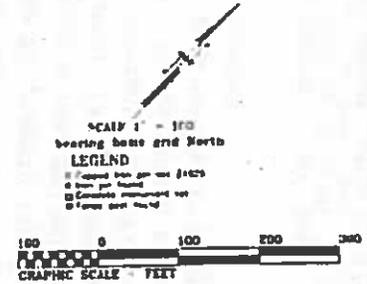
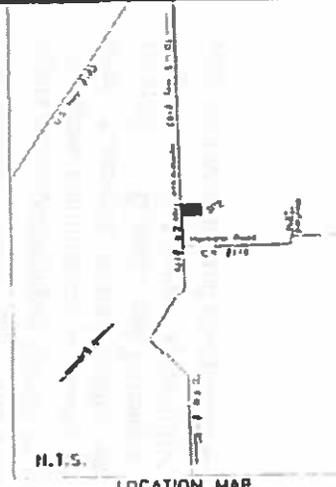
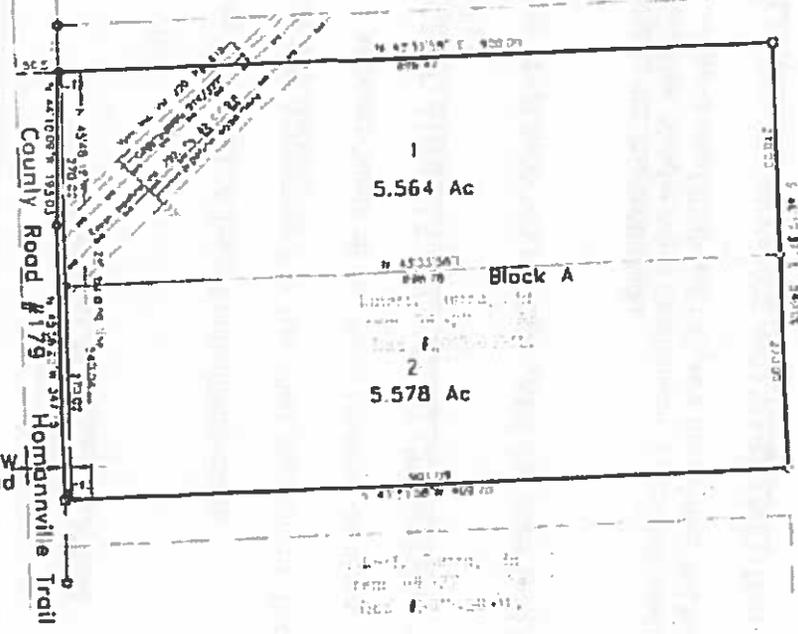
Have you heard about Bluebonnet's Outage Alerts text service? Thousands of members were automatically enrolled in the free program last month. If you missed out, just text BBOUTAGE to 85700.

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Total Current Charges \$136.75

Current Charges Due	After Due Date	Total Due
05/09/19	\$143.59	\$136.75

NATALIE ACRES Section One Caldwell County, Texas



NOTE
The bearing easements covering
Easement and the previous are forty
five (45) feet in both ways of the
easement as constructed. See recorded
documents for details.

Course	Bearing	Distance
11	N 44°10'09" W	60.03
12	N 45°11'18" E	192
13	S 43°11'26" W	181

OWNERS: Liberty Tierra, Ltd.
P.O. Box 1249
San Marcos, Texas 78666
Barton Galte

ACREAGE: 11.242

SURVEYOR: Austin Surveyors

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: 0'

NUMBER OF LOTS: 2

PATENT SURVEY: Thomas J. Halton 1/3 League
Abstract #121

SHEET 1 OF 2

DATE OF SURVEY	10/11/15
BY	THOMAS J. HALTON
FOR	LIBERTY TIERRA, LTD.

AUSTIN SURVEYORS
2107 South Loop West
Austin, Texas 78707
512-454-6895
www.austinsurveyors.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

CORRECTION
GENERAL WARRANTY DEED

DATE: August 11, 2015

GRANTOR: Liberty Tierra Ltd., A Texas Limited Partnership

GRANTOR'S MAILING ADDRESS: P.O. Box 1249, San Marcos, Texas 78667 (Hays County)

GRANTEE: Erasto Martinez-Sandoval and Pedro Martinez-Sandoval

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY): 113 Gray Hawk Drive, Kyle, Texas 78640 (Hays County)

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration to the Grantor paid.

PROPERTY (including any improvements):

Being Lot 2, Section One, Natalie Acres Subdivision, a recorded subdivision in Caldwell County, Texas according to map or plat thereof filed under Clerk's file number 2015-005139, Caldwell County, Texas.

RESERVATIONS FROM CONVEYANCE AND WARRANTY: None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- 1) This conveyance is made and accepted subject to the following matters, to the extent same affect the property: easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral and royalty severances, and other instruments, other than liens placed on the property by Grantor and conveyances by Grantor, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements. Current and past ad valorem taxes on the property; the payment thereof is assumed by Grantee.

Grantor, for the consideration 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 assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

2015-005631 WD Fee: 30.00
08/11/2015 02:20:53 PM Total Pages: 3
Carol Holcomb, County Clerk - Caldwell County TX



FILED AND RECORDED

Instrument Number: 2015-005631 WARRANTY DEED

Filing and Recording Date: 08/11/2015 02:20 53 PM 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.



Carol Holcomb

Carol Holcomb, 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.

Caldwell CAD

Property Search > 103303 MARTINEZ-SANDOVAL ERASTO & for Year 2019

Property

Account

Property ID: 103303 Legal Description: NATALIE ACRES, BLOCK A, LOT 2, SEC 1, ACRES 5.578
 Geographic ID: 0200949-010-002-00 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 2416 HOMANNVILLE TRL Mapsco: 03-304
 LOCKHART, TX 78644
 Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304
 Neighborhood CD: 4200

Owner

Name: MARTINEZ-SANDOVAL ERASTO & Owner ID: 213242
 Mailing Address: MARTINEZ-SANDOVAL PEDRO % Ownership: 100.000000000000%
 2416 HOMANNVILLE TRL
 LOCKHART, TX 78644-2350

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$140,200	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$110,340	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$250,540	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$250,540	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$250,540	

Taxing Jurisdiction

Owner: MARTINEZ-SANDOVAL ERASTO &
 % Ownership: 100.000000000000%
 Total Value: \$250,540

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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CAD	Caldwell Appraisal District	0.000000	\$250,540	\$250,540	\$0.00
CHES1	Caldwell-Hays ESD 1	0.099000	\$250,540	\$250,540	\$248.03
FTM	Farm to Market Road	0.000100	\$250,540	\$250,540	\$0.25
GCA	Caldwell County	0.775200	\$250,540	\$250,540	\$1,942.19
SLH	Lockhart ISD	1.332360	\$250,540	\$250,540	\$3,338.10
WPC	Plum Creek Conservation District	0.023200	\$250,540	\$250,540	\$58.13
WUG	Plum Creek Underground Water	0.021400	\$250,540	\$250,540	\$53.62
Total Tax Rate:		2.251260			
				Taxes w/Current Exemptions:	\$5,640.32
				Taxes w/o Exemptions:	\$5,640.31

Improvement / Building

Improvement #1:	RESIDENTIAL	State Code:	E Living Area:	2378.0 sqft	Value: \$140,200
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R4 - RF	H	2016	2378.0
OP	COVERED PORCH (20% MAIN AREA)	*			96.0
DSTG	DETACHED STORAGE/UTILITY	SF2		2018	120.0
SD	SHED	SHF2 - D		2018	750.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	5.5780	242977.68	0.00	0.00	\$96,340	\$0
2	U	UTILITY	0.0000	0.00	0.00	0.00	\$14,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$140,200	\$110,340	0	250,540	\$0	\$250,540
2018	\$56,070	\$83,740	0	139,810	\$0	\$139,810
2017	\$53,400	\$75,340	0	128,740	\$0	\$128,740
2016	\$0	\$71,250	0	71,250	\$0	\$71,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/17/2015	WD	WARRANTY DEED	LIBERTY TIERRA LTD	MARTINEZ-SANDOVAL ERASTO &			2015-005474
2	4/6/2015	WD/VL	WARRANTY DEED WITH VENDORS LIEN	CLEAR WATER RESOURCES PARTNERS LLC	LIBERTY TIERRA LTD			2015-003114
3	2/21/2015	WD	WARRANTY DEED	DS EXCHANGE LLC	CLEAR WATER RESOURCES PARTNERS LLC			2015-002564

Tax Due

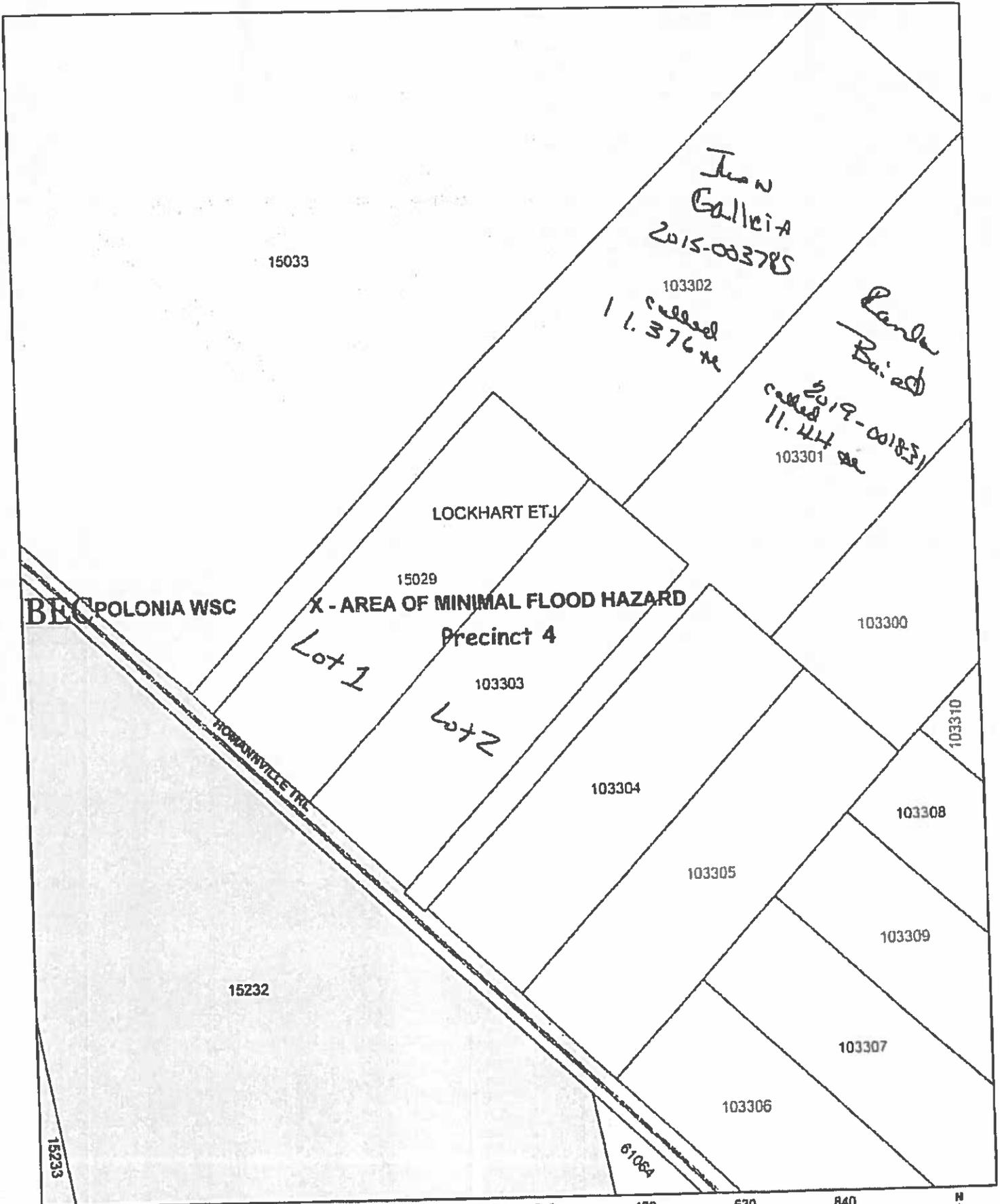
Property Tax Information as of 06/03/2019

Amount Due / Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2018	Farm to Market Road	\$139,810	\$0.14	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$139,810	\$1083.81	\$1083.81	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$139,810	\$1862.77	\$1862.77	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$139,810	\$29.92	\$29.92	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$139,810	\$32.44	\$32.44	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell-Hays ESD 1	\$139,810	\$138.41	\$138.41	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$3147.49	\$3147.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell-Hays ESD 1	\$128,740	\$128.74	\$128.74	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Underground Water	\$128,740	\$27.55	\$27.55	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$128,740	\$0.13	\$0.13	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$128,740	\$997.99	\$997.99	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$128,740	\$1715.28	\$1715.28	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Conservation District	\$128,740	\$29.87	\$29.87	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$2899.56	\$2899.56	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell-Hays ESD 1	\$71,250	\$71.25	\$71.25	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$71,250	\$0.07	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$71,250	\$552.33	\$552.33	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$71,250	\$949.31	\$949.31	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Conservation District	\$71,250	\$16.39	\$16.39	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Underground Water	\$71,250	\$15.32	\$15.32	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$1604.67	\$1604.67	\$0.00	\$0.00	\$0.00	\$0.00

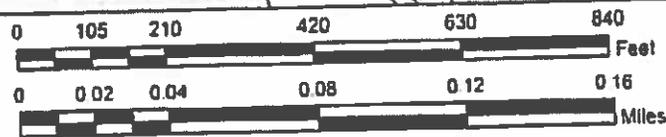
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550



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 it is not a guarantee of location, configuration, area or title
 the accuracy is not guaranteed or intended in any case for any purpose
 This material is for informational purposes only and has not been prepared for
 or is suitable for engineering or surveying purposes
 it does not constitute an on-the-ground survey and
 represents only the approximate relative location of property boundaries
 Additionally, this document does not subject to a review only with correct dated priority

Date Printed
 Friday May 17 2019



35. 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 obligation under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. www.co.caldwell.tx.us