

Notice of Meeting Commissioners Court of Caldwell County, Texas

Notice is hereby given that a meeting of the Caldwell County Commissioners Court will be held on the 27th day of May, 2014 at 9:00 A.M. in the Commissioners Courtroom located at 1403 Blackjack Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Note: Commissioners Court Meeting packets are prepared several days prior to each meeting. This information is reviewed and studied by the Court members, eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of the Court.

Start times for regular agenda items are tentative; some items may be held earlier or later than the scheduled time.

For the convenience and comfort of members of the public and Caldwell County officials and employees, the Commissioners Court may take a recess from 10:30-10:45 a.m. and from noon to 1:30 p.m.

CAROL HOLCOMB
COUNTYCLERK, CALDWELL COUNTY, TEXAS

Agenda

<u>8:30 A.M.</u> <u>WORKSHOP</u> (No Action): Report from program manager on remodeling of the new Caldwell County Judicial and Service Center. No action will be taken at this time.

9:00 A.M. REGULAR MEETING

Call Meeting to order.

2014.05.27.01 Invocation. Lockhart Ministry Alliance.

2014.05.27.02 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).

2014.05.27.03 Announcements: Items or comments from Court Members or Staff.

2014.05.27.04 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).

- **2014.05.27.05** Consent Agenda. (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).
 - **A.** Pay Bills in the amount of \$136,414.15 for May 27th, 2014.
 - B. To approve Commissioners Court Minutes for May 19th, 2014.

2014.05.27.06 Reports.

Building Maintenance Report – Curtis Weber
Emergency Management Report – Martin Ritchey
Environmental Investigator Report – Mike Bittner
Human Resources Report – Deborah Kortan
IT Report – Mark Hinnenkamp
Texas AgriLife Extension Service Report – Carissa Wilhelm/ Michael Haynes

2014.05.27.07 Special Presentations. None.

(ALL OTHER AGENDA ITEMS)

- **2014.05.27.08 Discussion/Action** to approve extending Architect's contract and approving the architect to engage an engineer for the design and extension of the road behind the new Judicial Center to MLK Blvd. **Cost:** TBD; **Speaker:** Judge Bonn/Robert Steinbomer/Les Reddin; **Backup:** None.
- **2014.05.27.09 Discussion/Action** to approve Resolution #08-2014 regarding the Commissioners Court's position on the 130 Environmental Park in Caldwell County, Texas. **Cost:** None; **Speaker:** Commissioner Buchholtz/David Green/James Abshier; **Backup:** 1.
- **2014.05.27.10 Discussion/Action** regarding Burn Ban for Caldwell County. **Cost:** None; **Speaker:** Martin Ritchey; **Backup:** None.
- **2014.05.27.11 Discussion/Action** to approve the sale and regulation of fireworks in Caldwell County. **Cost:** None; **Speaker:** Judge Bonn/Martin Ritchey; **Backup:** 1.
- 2014.05.27.12 Discussion/Action to consider disposition of Genie Manlift. Cost: None; Speaker: Commissioner Muñoz/Larry Roberson; Backup: 1.
- **2014.05.27.13 Discussion/Action** to keep a third automobile for Constable Precinct 1 to help maintain level of warrant collections. **Cost:** TBD; **Speaker**: Commissioner Muñoz/Smitty Terrell/Steve Holman; **Backup:** 1.
- 2014.05.27.14 Discussion/Action to approve Resolution #09-2014 appointing the County Judge as the official county representative for the purchase of property next to the new Judicial and Service Center and authorizing him to execute any documents relating to the purchase. Cost: \$80,000 already budgeted; Speaker: Commissioner Buchholtz; Backup: 1.

- **2014.05.27.15 EXECUTIVE SESSION** pursuant to Section 551.072 of the Government Code to deliberate the possible sale of county-owned real estate within the City of Lockhart. No action will be taken in executive session.
- **2014.05.27.16 Discussion/Action** to select up to three transportation projects to submit to CAMPO requesting newly available funding for Fiscal Year 2015-2019. **Cost:** TBD; **Speaker:** Commissioner Muñoz/Michael Aulick; **Backup:** 1.
- 2014.05.27.17 Discussion/Action to hold a joint County Commissioners Court and City of Lockhart Council meeting on Tuesday, June 17th at 6:30 pm at City Council Chambers (Eugene Clark Library) regarding the SH 130 Plum Creek Mitigation Area. Guadalupe-Blanco River Trust has a proposal to take title to the 265 acre wetland mitigation site from TxDOT. Cost: None; Speaker: Judge Bonn/Commissioner Muñoz; Backup: 1.
- **2014.05.27.18 Discussion/Action** to approve using engineer consultant, Bowman Consulting, for the purpose of approving subdivision plats and deeds for Caldwell County. **Cost:** TBD; **Speaker:** Commissioner Roland/Tracy Bratton; **Backup:** 1.
- **2014.05.27.19 Discussion/Action** to approve conducting a takings impact assessment regarding proposed amendments for development ordinance. **Cost:** None; **Speaker:** Commissioner Roland; **Backup:** 1.

2014.05.27.20 Adjournment

As authorized by 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 as they 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, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government Code the Commissioner's Court is using as it's 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



Project Status Report May 27th,2014

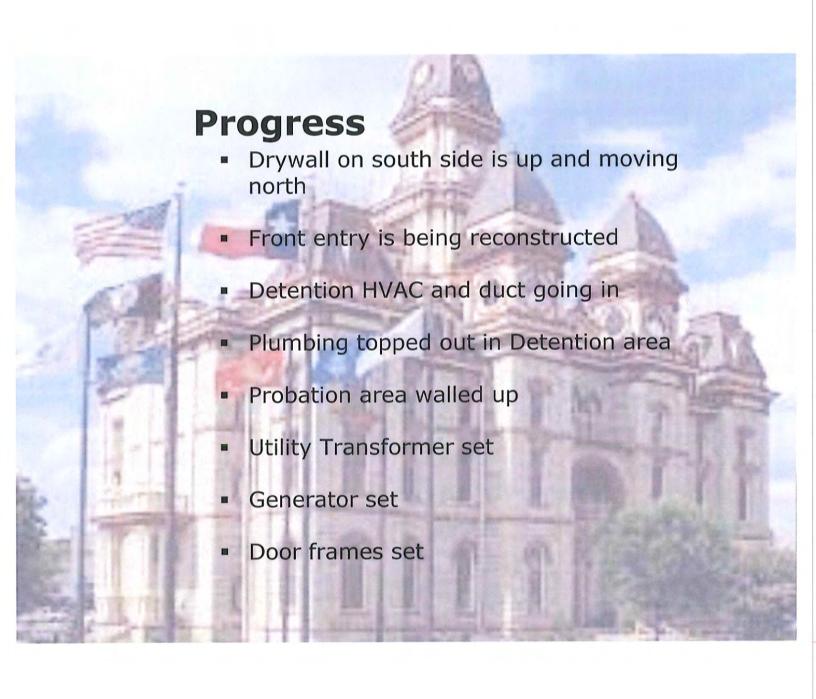
8:30 AM
Scott Annex, 1403 Blackjack Street

Caldwell County Judicial and Service Center

Les Reddin DBA LongLifeProjects Program Manager

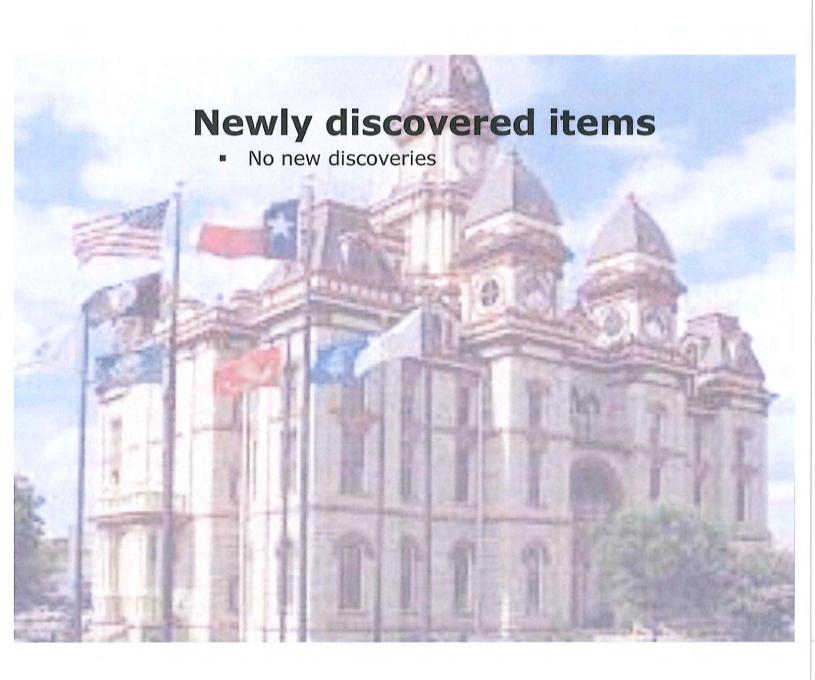
Steinbomer, Bramwell & Vrazel Architects Designers

Braun and Butler General Contractors CM-R

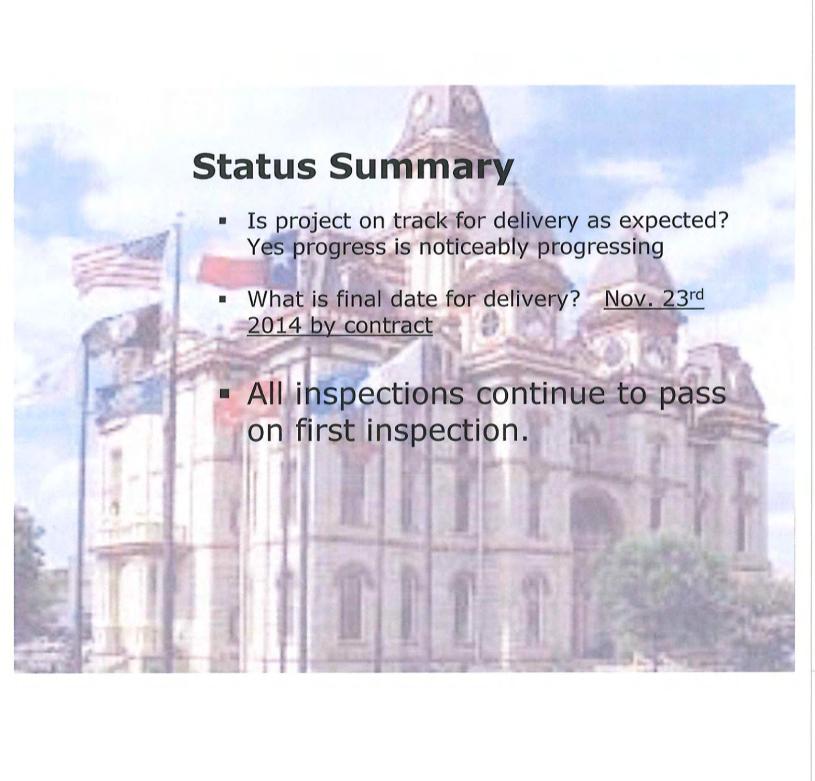


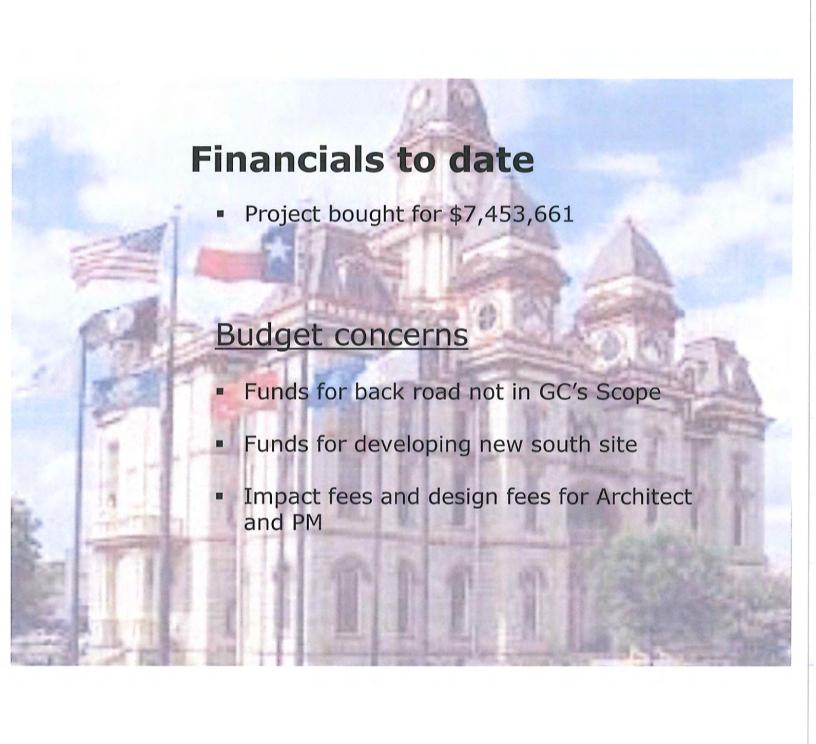


- Stake holder meeting 5/6/2013
- Prelim. Pricing should be in by the report time. Will need time to evaluate and forward results.
- Rolling Files are done and ordered.
- Reductions noted and future meetings are in 2 week
- Should have proposals cleared for purchases in late June or July









Budget from the County Auditor

No Changes since last report

Owners Contingency As of last meeting

OWNERS CONTINGENCY EXPENDITURE REPORT

PROJECT:

Caldwell County Judicial Center

1703 S. Colorado Street

CONTRACTOR:

Braun and Butler Construction, Inc.

715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

APPLICATION NO:

PERIOD TO: PROJECT NO:

04/30/14 011413

CONTRACT DATE:

01/17/14

		Total Contingency Amount		\$314,735.0
	Approved Contingency Charges			
2/18/14	Arias & Associates - geotechanical inspection services		\$13,425.00	
3/14/14	Convergence Cabling - IT contract		\$92,870.00	
3/14/14	American Pew & Bench - Courtroom benches		\$59,340.00	
3/14/14	Schmidt Elec - Fire alarm panel relocation		\$3,075.00	
4/14/14	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery		\$2,451.00	
4/14/14	Mascon Roofing - Roof replacement at detention area		\$28,037.00	
4/14/14	Mascon Roofing - Roof repairs per roof consultants report		\$12,200.00	
4/30/14	Terrazzo / Mosaic mural budget credit		(\$15,825.00)	
4/25/14	Schmidt Elec Add courtroom data & power outlets per ASI 11		\$8,415.00	
4/25/14	Convergence Cabling - Add courtroom data drops per ASI 11		\$4,356.00	
			\$8,415.00	

Clarification note: The contingency amount above (314,735) does not match the scheduled value on line 19 (330,560) due to movement of funds (15,825) after the final mural design contract was bought out.

Total Uncommitted Contingency Balance

\$106,391.00

Listing of Contingency Charges Billed

Pay app 3 Arias & Associates - Geotechnical mobilization and drilling - invoice 2014440
Pay app 3 Arias & Associates - Select fill testing - invoice 2014509

\$2,157.00 \$417.00

CCJC Owners Contingency Report

Balance is \$106,391.00



- Concrete coming and piers on the front entry
- Masonry on entry
- Security camera details and designs
- HVAC to set in 2 -3 weeks
- Electrical ongoing and Data lines soon after
- Plumbing is about to catch back up with Drywall on the south side
- Drywall will start to mud walls and texture soon



- Back drive design details
- West building elevations to drain boxes and road elevation and road slope
- Security camera details
- Counter elevations and changes in the District Clerks office
- South road and design proposal for fire lane

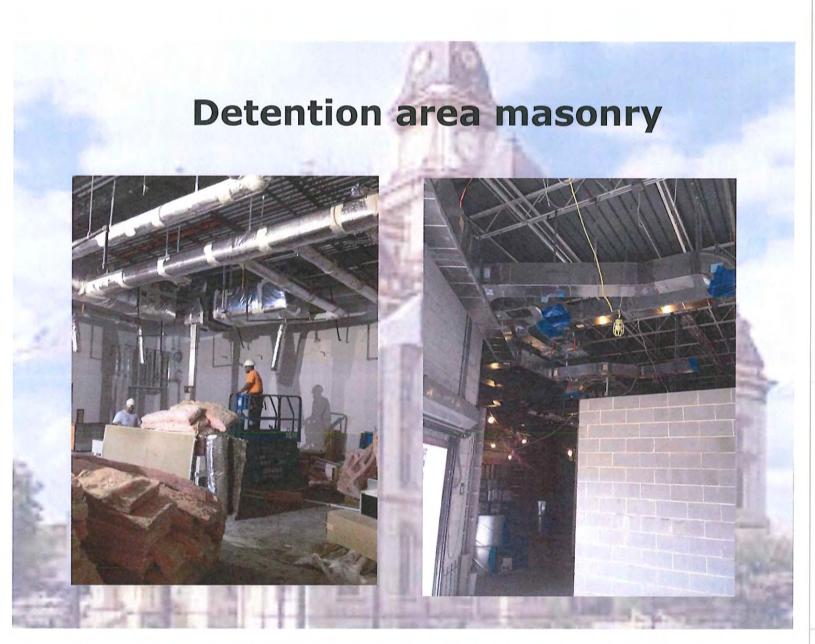
Program Managers comments

- Rolling files finished
- Proposals getting evaluated now and soon to be released at this document time
- Back road issues and fire lane onto south parcel of land (ongoing)
- Will need all details for the fire lane cleared and designed.
- Met with County representatives on scope addition for fire lane
- Contract changes both delete and add items are in my hands to acquire for the county

Program Managers savings calculations (Estimated)

#	Description	Amount	Approved
1	Skylight	\$8,000	X
2	Clocks	\$1,800	X
3	Audio Visual /Multi purpose room	\$30,000	X
4	Landscape Demo	\$8,000	X
5	Case work /Millwork	\$166,545	X
6	Wage Scale	\$88,890	Х
7	Back Flow device on fire line re use	\$750	X
8	Lower security fence to 8'	Pending	×
9	PVC condensate lines on RTU's	\$4,750	X
10	Terrazzo -Changed to ceramic tile	\$15,650	х
	TOTAL	\$324,385	
	TOTAL	The little was a second	

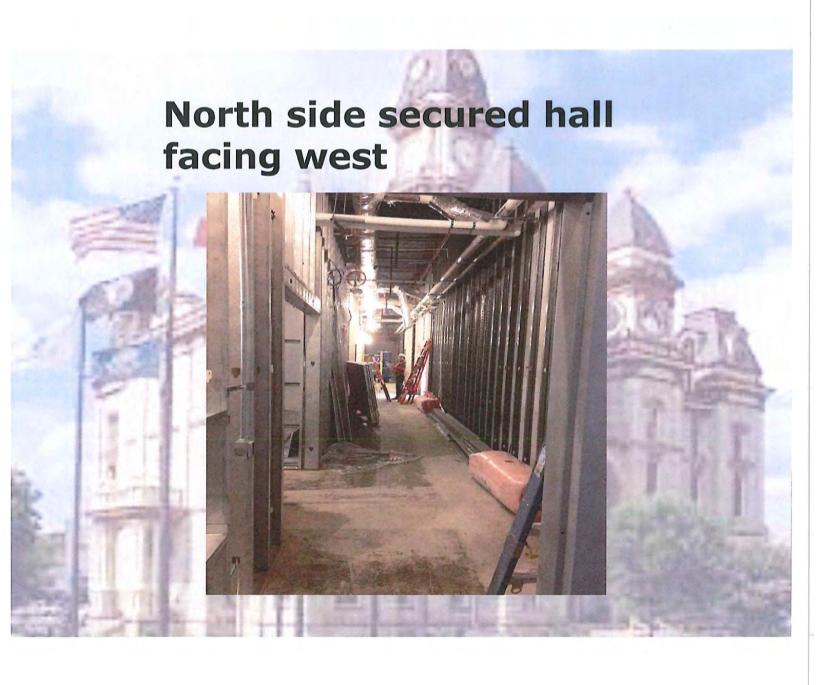


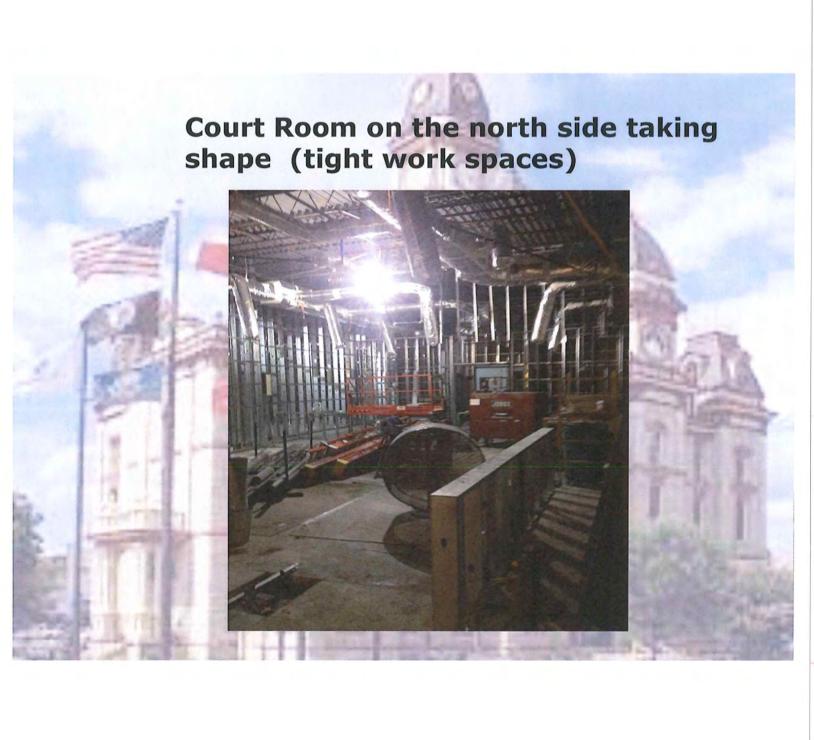


Demo completed on the front entry







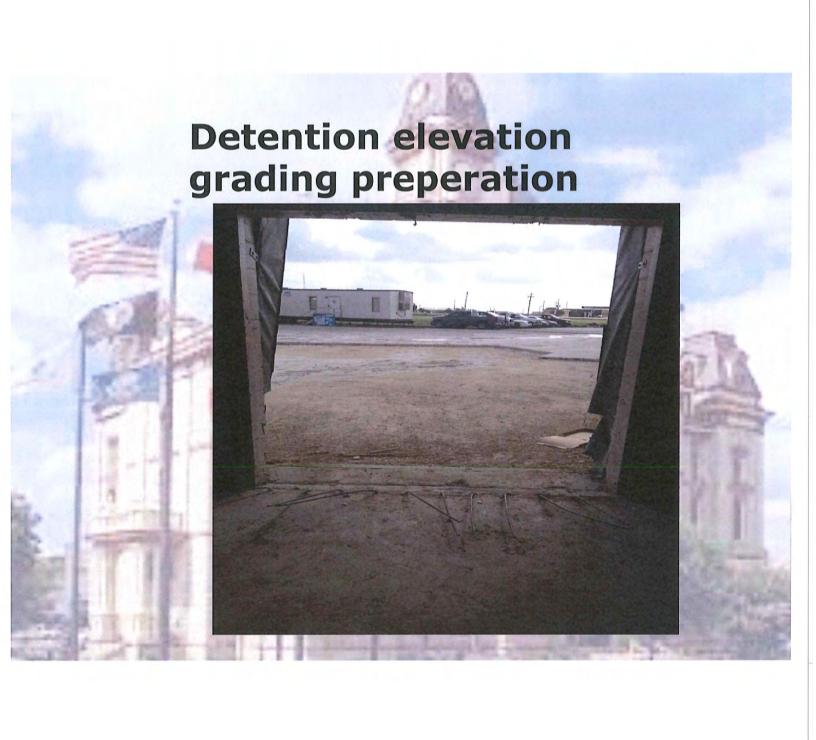


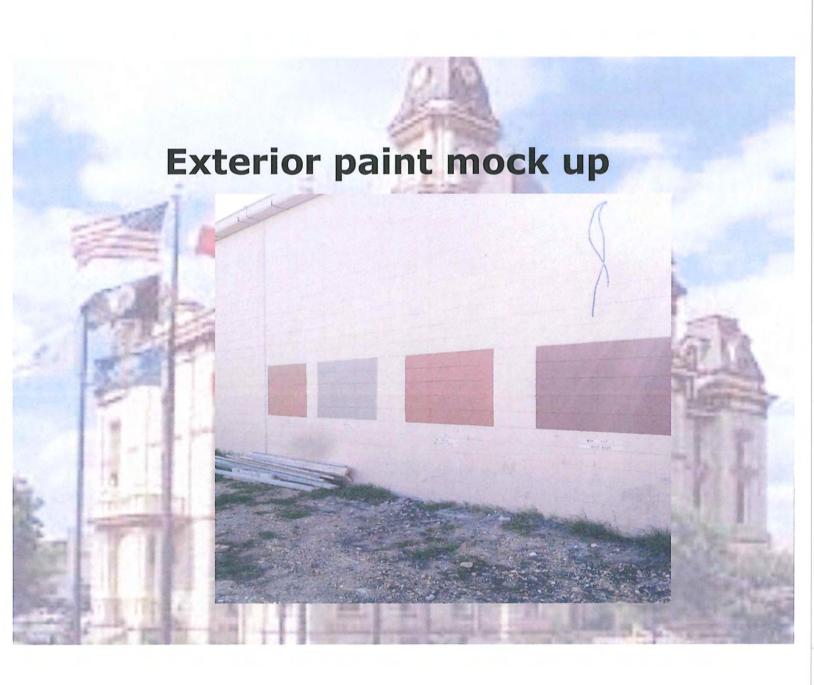
Finished walls on the south side



More finished walls D/A and Probation entries



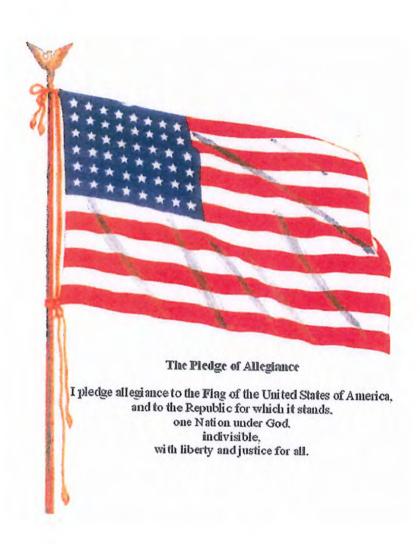






Invocation – Lockhart Ministry Alliance

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
allegiance to thee,
Texas, one state
under God, one and
indivisible

Announcements:

Items or comments from Court Members or Staff.

Citizens' Comments:

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2014.05.27.05 Consent Agenda. (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).





Caldwell County, TX

Expense Approval Register

Packet: APPKT00196 - 5/27/14 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount			
Fund: 001 - GENERAL FUND								
TEXAS AGRICULTURAL FINA	50814	05/27/2014	FARM TAGS ISSUED APRIL 20	001-2865	260.00			
		,			260.00			
Department: 2130 - COU	INTV ALIDITOR				200.00			
LARRY E ROBERSON	51914	05/27/2014	EVDENCE BEDORT FOR	004 0400 4050				
LARRY E ROBERSON	51914	05/27/2014	EXPENSE REPORT FOR	001-2130-4260	23.52			
DEWITT POTH & SON	404565-0	05/27/2014	EXPENSE REPORT FOR	001-2130-4810	233.41			
5241111011143014	404303-0	03/27/2014	CUST # 12430 PENCIL, MC	001-2130-3110	11.73			
			Department	2130 - COUNTY AUDITOR Total:	268.66			
Department : 2140 - TAX								
DEWITT POTH & SON	404330-0	05/27/2014	CUST #12430 SPOTPAPER	001-2140-3110	42.54			
WALMART COMMUNITY/GE	04510	05/27/2014	ACCT #6032-2020-0041-299	001-2140-3110	39.49			
PRINTING SOLUTIONS	15725	05/27/2014	DARLA LAW ENVELOPES	001-2140-3110	194.00			
			Department 2140 - TA	K ASSESSOR - COLLECTOR Total:	276.03			
Department: 2150 - COL	JNTY CLERK							
TEXAS DEPT.OF STATE HEALT	19634A	05/27/2014	CREDIT TO INVOICE 19634	001-2150-3145	-16.47			
TEXAS DEPT.OF STATE HEALT	20844	05/27/2014	ACCT #17460016318 007 A	001-2150-3145	36.60			
DEWITT POTH & SON	404861-0	05/27/2014	CUST # 12430 ENV, CLASP, 1	001-2150-3110	8 7 .45			
DEWITT POTH & SON	404868-0	05/27/2014	CUST # 12430 SPOTPAPER	001-2150-3110	132.00			
			Departmer	nt 2150 - COUNTY CLERK Total:	239.58			
Department : 3200 - DIST	RICT ATTORNEY							
CRIMINAL DISTRICT ATTORN	40814	05/27/2014	DEBIT CARD TRANSACTION	001-3200-4130	2.24			
THE LULING NEWSBOY & SIG	50114	05/27/2014	5/01/14 - 5/01/15	001-3200-4315	3.34			
WEST GROUP PAYMENT CEN	829470150	05/27/2014	ACCT #1000732986 APRIL 2		38.00			
CLERK,SUPREME COURT	05142014	05/27/2014		001-3200-4315	166.00			
CLERK,SUPREME COURT	51414	05/27/2014	2014-15 DUES FOR CASSAND	001-3200-3050	148.00			
CLERK,SUPREME COURT	5142014	05/27/2014	FISCAL 2014-15 SUMMER L.	001-3200-3050	148.00			
DEWITT POTH & SON	404889-0	05/27/2014	2014-15 MEMBERSHIP RICH	001-3200-3050	235.00			
MORPHOTRUST USA	80658	05/27/2014	CUST #12430 SPOTPAPER	001-3200-3110	247.74			
WOW 110111031 03A	00000	03/27/2014	CUST # BD-50303 ANNUAL	001-3200-4850	1,405.00			
			Department 32	00 - DISTRICT ATTORNEY Total:	2,391.08			
Department : 3230 - DIST								
PAUL MATTHEW EVANS	12-102 1	05/27/2014	CAUSE #12-102 MAYRA MO	001-3230-4080	17.40			
PAUL MATTHEW EVANS	12-102 1	05/27/2014	CAUSE #12-102 MAYRA MO	001-3230-4160	1,280.00			
PAUL MATTHEW EVANS	13-178 1	05/27/2014	CAUSE #13-178 MARK TORR	001-3230-4080	219.08			
PAUL MATTHEW EVANS	13-178 1	05/27/2014	CAUSE #13-178 MARK TORR	001-3230-4160	5,235.00			
AMANDA ERWIN	13-075	05/27/2014	CAUSE #13-075 PAUL SPHAR	001-3230-4160	175.00			
WILLARD G. HOLGATE	13-091	05/27/2014	CAUSE # 13-091 CHRISTA LA	001-3230-4080	80.10			
WILLARD G. HOLGATE	13-091	05/27/2014	CAUSE # 13-091 CHRISTA LA	001-3230-4160	1,300.00			
SALVADOR GARCIA	41614	05/27/2014	TX VS MICHAEL VELASQUEZ	001-3230-4160	75.00			
CHANTAL M. ELDRIDGE	07-364	05/27/2014	CAUSE # 07-364 ROBERT MIL	001-3230-4160	550.00			
JOSHUA ALAN ERWIN	14-050	05/27/2014	CAUSE # 14-050 KENNETH M	001-3230-4160	150.00			
CLIFFORD W. MCCORMACK	2009-274	05/27/2014	CAUSE #2009-274 KELLY MA	001-3230-4160	350.00			
NATALIE FOWLER	09-045	05/27/2014	CAUSE #09-045 LOUIS MICH	001-3230-4160	450.00			
LAW OFFICE OF BART DENU	2013-009	05/27/2014	CAUSE #2013-009 ADRIAN D	001-3230-4160	400.00			
JOSHUA ALAN ERWIN	13-144	05/27/2014	CAUSE # 13-144 ADAM SAL	001-3230-4080	30.40			
JOSHUA ALAN ERWIN	13-144	05/27/2014	CAUSE # 13-144 ADAM SAL	001-3230-4160	700.00			
RAPHAEL HERNANDEZ	13-224	05/27/2014	CAUSE # 13-224 ESTEFAN FL	001-3230-4160	300.00			
AMANDA ERWIN	14-026	05/27/2014	CAUSE #14-026 FIDEL YANE	001-3230-4080	15.00			
AMANDA ERWIN	14-026	05/27/2014	CAUSE #14-026 FIDEL YANE	001-3230-4160	600.00			
CLIFFORD W. MCCORMACK	2013-203	05/27/2014	CAUSE #2013-203 MATTHE	001-3230-4080	38.20			
CLIFFORD W. MCCORMACK	2013-203	05/27/2014	CAUSE #2013-203 MATTHE	001-3230-4160	1,600.00			
AMANDA ERWIN	13-084	05/27/2014	CAUSE #13-084 EDUARDO P	001-3230-4080	6.00			
AMANDA ERWIN	13-084	05/27/2014	CAUSE #13-084 EDUARDO P	001-3230-4160	650.00			
LEXISNEXIS	1404493953	05/27/2014	ACCT # 1611MH APRIL 201	001-3230-4011	45.00			

Expense Approval Register				Packet: APPKT00196 - 5/27/14	A/P check run
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DEWITT POTH & SON	404909-1	05/27/2014	CUST #12430 LABEL, COPIER	001-3230-3110	21.49
MICHAEL CHARLES SHULMA	12-FL-335	05/27/2014	CAUSE # 12-FL-335 L.M. (A	001-3230-4080	31.44
MICHAEL CHARLES SHULMA	12-FL-335	05/27/2014	CAUSE # 12-FL-335 L.M. (A	001-3230-4160	1,788.00
TIFFANY BARTLETT	12-FL-320	05/27/2014	CAUSE # 12-FL-320 AGUIRRE	001-3230-4160	518.00
TIFFANY BARTLETT	13-FL-145 2	05/27/2014	CAUSE #13-FL-145 NOAMI H	001-3230-4160	4,340.00
DEWITT POTH & SON	405757-0	05/27/2014	CUST # 12430 HEW CRTDGS	001-3230-3110	125.99
TIFFANY BARTLETT	13-FL-243 1	05/27/2014	CAUSE #13-FL-243 TOKO LA	001-3230-4160	448.00
RAPHAEL HERNANDEZ	12-001	05/27/2014	CAUSE # 12-001 MARSO MO	001-3230-4080	2.00
RAPHAEL HERNANDEZ	12-001	05/27/2014	CAUSE # 12-001 MARSO MO	001-3230-4160	650.00
CLIFFORD W. MCCORMACK	12-FL-483 1	05/27/2014	CAUSE #12-FL-483 ANGEL, LI	001-3230-4160	400.00
AMANDA ERWIN	13-156	05/27/2014	CAUSE # 13-156 MISTI DUB	001-3230-4080	20.00
AMANDA ERWIN	13-156	0S/27/2014	CAUSE # 13-156 MISTI DUB	001-3230-4160	800.00
LEON TRANSLATIONS, INC.	13581	05/27/2014	PLEA & SENTENCING HEARIN	001-3230-4011	225.00
CLIFFORD W. MCCORMACK	13-FL-348 1	05/27/2014	CAUSE #13-FL-348 MARIAH	001-3230-4160	75.00
MICHAEL A. MARK	14-066	05/27/2014	CAUSE #14-066 ISAEL RUIZ	001-3230-4160	300.00
MICHAEL A. MARK	2014-087	05/27/2014	CAUSE #2014-087 BRYAN JA	001-3230-4160	300.00
JOHN DE LA VINA	08-271	05/27/2014	CAUSE # 08-271 KENNY EVI	001-3230-4160	350.00
BOVIK & MEREDITH P.C.	2011-003	05/27/2014	CAUSE # 2011-003 LARY D L	001-3230-4160	400.00
VICTORIA D. BROWN	2012-187	05/27/2014	CAUSE # 2012-187 JACOB AL	001-3230-4160	300.00
CARL BRYAN CASE JR.	13-174	0S/27/2014	CAUSE #13-174 ADOLF ALBE	001-3230-4160	500.00
NOVERT A. MORALES	CR08-068	05/27/2014	CAUSE # CR08-068 PAUL SM	001-3230-4160	450.00
LEON TRANSLATIONS, INC.	13598	05/27/2014	PROTECTIVE ORDER HEARIN	001-3230-4011	225.00
DEWITT POTH & SON	404909-0	05/27/2014	CUST #12430 LABEL, COPIER	001-3230-3110	188.38
		. ,	, , , , , , , , , , , , , , , , , , ,	3230 - DISTRICT JUDGE Total:	26,724.48
Department: 3240 - COL	INTY COLIRT LAW				
COLIN WISE	2351-12CC	0S/27/2014	CAUSE #2351-12CC JAM	001 2240 4400	200.00
002.11 11102	2331 1200	03/2//2014		001-3240-4180 - COUNTY COURT LAW Total:	300.00
			Department 324	0 - COONTY COOKT LAW Total:	300.00
Department: 4300 - COL					
PRINTING SOLUTIONS	15597	05/27/2014	3 PART PROPERTY & EVIDEN	001-4300-3130	315.54
ON CALL MOBILE VETERINA	010417	05/27/2014	BLACK COW, BAY TB, RED RO	001-4300-3130	108.80
PRINTING SOLUTIONS	15692	05/27/2014	BUSINESS CARDS - DELFINO	001-4300-3130	60.00
OFFICE DEPOT	7100645848001	05/27/2014	ACCT # 43682634 PEN, ROFI	001-4300-3130	46.36
OFFICE DEPOT	710645847001	05/27/2014	ACCT # 43682634 PEN, BP,.	001-4300-3130	9.98
QUILL CORPORATION	2597240	05/27/2014	ACCT # C3400806 QB MULTI	001-4300-3130	59.98
ON CALL MOBILE VETERINA	008623	05/27/2014	BAY TB, SORREL TB	001-4300-3130	178.50
ON CALL MOBILE VETERINA	010416	05/27/2014	BLACK COW	001-4300-3130	53.00
GEORGE CAMERON	889691	05/27/2014	2 HEAD DONKEY REMOVAL	001-4300-3130	50.00
GUADALUPE REGIONAL MED	V00001850889 1	05/27/2014	THIELEN, RACHAEL ANN DO	001-4300-4110	643.50
LIVENGOOD FEED STORE	LOINV000081985	0S/27/2014	CUST ACCT # 1C2SO RANGE	001-4300-3130	86.25
OFFICE DEPOT	708362952001	05/27/2014	ACCT # 43682634 INK, DELL	001-4300-3130	171.8 7
PURCHASE POWER	21423092861 APRIL	05/27/2014	ACCT #8000-9090-0465-509	001-4300-3120	200.00
OFFICE DEPOT	708659481001	05/27/2014	ACCT # 43682634 PAPER, C	001-4300-3130	57.98
			Department	4300 - COUNTY SHERIFF Total:	2,041.76
Department: 4310 - COU	INTY JAIL				
SETON LKT FAMILY HEALTH	265937	05/27/2014	ADM #075199 HANNAH A G	001-4310-4110	79.75
FERRIS JOSEPH PRODUCE, IN	88158	05/27/2014	BANANAS ORANGES TOMAT	001-4310-3100	149.35
SAN MARCOS OB/GYN, PLLC	19550.0	05/27/2014	CA06 KESHA MCDANIEL	001-4310-4110	63.00
SETON EDGAR B. DAVIS HOS	227001	05/27/2014	DELFINO SANCHEZ JR DO	001-4310-4135	40.00
EMERGENCY PHYSICIANS CE	460338987	05/27/2014	DIAZ, ENRIQUE DOB 01/01	001-4310-4110	983.00
SETON MEDICAL CENTER HA	8062765462	05/27/2014	DIAZ, ENRIQUE DOB 01/01	001-4310-4110	14,667.25
SETON MEDICAL CENTER HA	8062765462	05/27/2014	DIAZ, ENRIQUE DOB 01/01	001-4310-4110	-13,347.19
MEDICAL WHOLSALE, INC.	0396467-IN	05/27/2014	CUST #0004666 SKIN PREP 5	001-4310-4122	461.74
UNIFIRST CORPORATION	822 1623204	05/27/2014	CUST # 222727 SHERIFF'S O	001-4310-3130	70.30
OFFICE DEPOT	7100645848001	05/27/2014	ACCT # 43682634 PEN, ROFI	001-4310-3130	106.56
OFFICE DEPOT	710645720001	05/27/2014	ACCT # 43682634 6 1/4" X	001-4310-3130	82.99
FERRIS JOSEPH PRODUCE, IN	88527	0S/27/2014	BANANAS, CABBAGE 50 LB,	001-4310-3100	77.90
ATCO INTERNATIONAL	10403225	05/27/2014	CUST ID: 126786 MM-200	001-4310-4510	110.00
FLOWERS BAKING CO. OF SA	147062	05/27/2014	CUST # 0040078309 MIC 20	001-4310-3100	149.76
PFG-TEMPLE	7684817	05/27/2014	cust # 435577 DRY GROCER	001-4310-3100	1,153.18

Expense Approval Register				Packet: APPKT00196 - 5/27/14	A/P check run
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PTS OF AMERICA, LLC	84100	05/27/2014	CUST #26 PASSENGER ID#92	001-4310-4270	484.80
FERRIS JOSEPH PRODUCE, IN	88542	05/27/2014	ICEBERG	001-4310-3100	41.00
CENTRAL TEXAS REFUSE, INC	1053323	05/27/2014	ACCT # 24562139 REED DR.	001-4310-4110	434.00
ICS JAIL SUPPLIES INC.	115540	05/27/2014	CUST ID: 78644JL ECONOMI	001-4310-3130	556.42
QUILL CORPORATION	2597240	05/27/2014	ACCT # C3400806 QB MULTI	001-4310-3130	59.98
SYSCO CENTRAL TEXAS, INC	404301908	05/27/2014	CUST#043430 DAIRY, MEA	001-4310-3100	1,081.60
CONTRACT PHARMACY SERV	4-235-14	05/27/2014	DATE OF SERVICE - APRIL 20	001-4310-4122	3,081.40
JCO JANITORIAL SUPPLY	79550	05/27/2014	CUST ID: LKCNJL	001-4310-3130	594.26
EMERGENCY PHYSICIANS CE	2013066199	05/27/2014	MARCHAN-HUERTA, HECTO	001-4310-4110	2,099.00
SETON MEDICAL CENTER HA	8062732939	05/27/2014	MARCHANHUERTA, HECTOR	001-4310-4110	-2,262.48
SETON MEDICAL CENTER HA	8062732939	05/27/2014	MARCHANHUERTA, HECTOR	001-4310-4110	2,486.25
SETON LKT FAMILY HEALTH	274400	05/27/2014	CHRISTINA LYLE DOB 5/08/	001-4310-4135	65.00
MILLER UNIFORMS & EMBLE	539855	05/27/2014	CUSTOM SHOULDER PATCHE	001-4310-4810	495.00
FARMER BROTHERS. CO.	59870258 SO	05/27/2014	ACCT # 6302473 COF CAINS	001-4310-3100	364.00
FERRIS JOSEPH PRODUCE, IN	88549	05/27/2014	PINK LADY, ICEBERG, POTAT	001-4310-3100	67.18
FERRIS JOSEPH PRODUCE, IN	88553	05/27/2014	AA MED 15 DOZ EGGS	001-4310-3100	323.10
ICS JAIL SUPPLIES INC.	115328-01	05/27/2014	CUST ID: 78644JL HEAVY D	001-4310-3130	18.50
SYSCO CENTRAL TEXAS, INC	405022532 7	05/27/2014	CUST#043430 DAIRY, MEA	001-4310-3100	2,126.02
PFG-TEMPLE	7687822	05/27/2014	CUST # 435577 DRY GROCE	001-4310-3100	1,672.36
UNIFIRST CORPORATION	822 1627120	05/27/2014	CUST # 222727 SHERIFF'S O	001-4310-3130	70.30
FERRIS JOSEPH PRODUCE, IN	88574	05/27/2014	ICEBERG, ORANGES, POTAT	001-4310-3100	148.35
EXPERT TIRE	106662	05/27/2014	CALDWELL 105742657, COU	001-4310-4521	100.04
FERRIS JOSEPH PRODUCE, IN	88578	05/27/2014	BANANAS, ICEBERG, ORANG	001-4310-4321	149.80
FLOWERS BAKING CO. OF SA	127217	05/27/2014	CUST # 0040078309 MIC 20	001-4310-3100	209.52
PFG-TEMPLE	7690639	05/27/2014	CUST # 435577 DRY GROCE	001-4310-3100	1,375. 77
CENTURY PEST CONTROL, IN	16861	05/27/2014	ACCT # 1047 CENTURY SYS	001-4310-3100	230.00
CENTURY PEST CONTROL, IN	16862	05/27/2014	ACCT # 1047 CENTORY 313	001-4310-4110	
SYSCO CENTRAL TEXAS, INC	405071921 2	05/27/2014	CUST # 043430 DAIRY, MEA	001-4310-4110	130.00
SYSCO CENTRAL TEXAS, INC	405071922 0	05/27/2014	CHEMICAL & JANITORIAL	001-4310-3130	3,125.96
JCO JANITORIAL SUPPLY	79604	05/27/2014	CUST # LKCNJL REG TOILET T	001-4310-3130	163. 7 3
OFFICE DEPOT	708659481001	05/27/2014	ACCT # 43682634 PAPER, C	001-4310-3130	1,262.08
UNIFIRST CORPORATION	822 1629105	05/27/2014	CUST # 822 1629105 SHERIF	001-4310-3130	115.96
		03/2//2017		ent 4310 - COUNTY JAIL Total:	70.30 25.786.79
Department: 4321 - CON	STABLES - PCT 1		Departme	SIL 4310 - COORTT JAIL TOTAL.	23,760.75
STEPHEN HOLMAN	12-0909	05/27/2014	CASE #12-0909 GARZA, MIG	001-4321-2100	50.00
STEPHEN HOLMAN	12-0909A	05/27/2014	CASE #12-0909A GARZA, MI	001-4321-2100	50.00
STEPHEN HOLMAN	12-0910	05/27/2014	CASE # 12-0910 GARZA, MI	001-4321-2100	50.00
STEPHEN HOLMAN	13-1341	05/27/2014	CASE #13-1341 CAIN, BRITT	001-4321-2100	50.00
STEPHEN HOLMAN	13-0644	05/27/2014	CASE #13-0644 CHAIREZ, AS	001-4321-2100	50.00
STEPHEN HOLMAN	13-1341A	05/27/2014	CASE # 13-1341A CAIN, BRIT	001-4321-2100	50.00
STEPHEN HOLMAN	12-1766A	05/27/2014	CASE #12-1766A FRANKS, CA	001-4321-2100	50.00
STEPHEN HOLMAN	13-1480	05/27/2014	CASE #13-1480 BORAK, JAM	001-4321-2100	50.00
STEPHEN HOLMAN	13-1480A	05/27/2014	CASE #13-1480A BORAK, JA	001-4321-2100	50.00
STEPHEN HOLMAN	10-1126	05/27/2014	CASE #10-1126 RODRIGUEZ,	001-4321-2100	50.00
STEPHEN HOLMAN	11-1264	05/27/2014	CASE #11-1264 BERNAL, AN	001-4321-2100	
STEPHEN HOLMAN	10-1258	05/27/2014	CASE #10-1258 CHAIREZ, AS	001-4321-2100	50.00
STEPHEN HOLMAN	13-0577	05/27/2014	CASE # 13-0577 ENKE, HOLLY	001-4321-2100	50.00
STEPHEN HOLMAN	13-0577A	05/27/2014	CASE #13-0577A ENKE, HOL	001-4321-2100	50.00
STEPHEN HOLMAN	13-0643	05/27/2014	CASE #13-0643 CHAIREZ, AS	001-4321-2100	50.00
STEPHEN HOLMAN	12-1766	05/27/2014	CASE #12-1766 FRANKS, CA	001-4321-2100	50.00
STEPHEN HOLMAN	13-0432	05/27/2014	CASE #12-1700 PRAINES, CA	001-4321-2100	50.00 50.00
STEPHEN HOLMAN	13-0580	05/27/2014	CASE #13-0432 FERE, JOY EY CASE # 13-0432 FERE, JOY EY	001-4321-2100	50.00
STEPHEN HOLMAN	13-0942	05/27/2014	CASE # 13-0380 MCCGEN, 10	001-4321-2100	50.00
STEPHEN HOLMAN	13-1357A	05/27/2014	CASE # 13-0342 HERNANDE	001-4321-2100	50.00 50.00
STEPHEN HOLMAN	12-0325	05/27/2014	CASE # 13-1357A 17 V3 ADRI CASE # 12-0325 VEGA, AMA	001-4321-2100	50.00
STEPHEN HOLMAN	12-0325A	05/27/2014			50.00
STEPHEN HOLMAN	12-0326	05/27/2014		001-4321-2100	50.00
STEPHEN HOLMAN	13-1357	05/27/2014	CASE #12-0326 VEGA, AMA CASE #13-1357 ADRIAN D.C	001-4321-2100	50.00
STEPHEN HOLMAN	13-1389	05/27/2014	CASE #13-1337 ADRIAN D.C CASE #13-1389 ADRIAN D.C	001-4321-2100	50.00
STEPHEN HOLMAN	13-1389A	05/27/2014		001-4321-2100	50.00 50.00

13-1389A

05/27/2014

CASE # 13-1389A ADRIAN D. 001-4321-2100

STEPHEN HOLMAN

50.00

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WALMART COMMUNITY/GE	04089	05/27/2014	ACCT # 6032-2020-0041-299	001-4321-3110	26.93
JOHNNY & SONS PAINT & BO	12261	05/27/2014	PARTS FOR A 2007 DODGE C	001-4321-4510	380.80
STEPHEN HOLMAN	12-1693A	05/27/2014	CASE # 12-1693A BERNAL JE	001-4321-2100	50.00
				221 - CONSTABLES - PCT 1 Total:	1,757.73
Department: 4323 - COI	NSTABLES - PCT 3				,
CESARIO LOPEZ	E0108106	05/27/2014	CASE #E0108106 FITZGERAL	001-4323-2100	50.00
CESARIO LOPEZ	E0208056	05/27/2014	CASE # E0208056 HUERTA,	001-4323-2100	50.00
CESARIO LOPEZ	E0409122	05/27/2014	CASE #E0409122 SAUCEDO,	001-4323-2100	50.00
CESARIO LOPEZ	E0411014	05/27/2014	CASE #E0411014 DEHOYOS,	001-4323-2100	50.00
CESARIO LOPEZ	E0412027	05/27/2014	CASE # E0412027 SCOTT, CA	001-4323-2100	50.00
CESARIO LOPEZ	E0506011	05/27/2014	CASE #E0506011 THOMASO	001-4323-2100	50.00
CESARIO LOPEZ	E0508159	05/27/2014	CASE #0508159 GREGET, MI	001-4323-2100	50.00
CESARIO LOPEZ	E0514019	05/27/2014	CASE #E051409 SCOTT, CAT	001-4323-2100	50.00
CESARIO LOPEZ	E0608198	05/27/2014	CASE #0608198 HERNANDE	001-4323-2100	50.00
CESARIO LOPEZ	E0613007	05/27/2014	CASE #E0613007 FONTENOT	001-4323-2100	50.00
CESARIO LOPEZ CESARIO LOPEZ	E0913113	05/27/2014	CASE #E0913113 GONZALES	001-4323-2100	50.00
CESARIO LOPEZ	E1108041	05/27/2014	CASE #E1108041 MAZAC, RE	001-4323-2100	50.00
CESARIO LOPEZ	E1111012 JP22938	05/27/2014	CASE #E1111012 MONITA, A	001-4323-2100	50.00
CESANO LOI EZ	JF 22330	05/27/2014	CASE # JP22938 MARTINEZ,	001-4323-2100	50.00
B			Department 43.	23 - CONSTABLES - PCT 3 Total:	700.00
Department: 4325 - HIG QUILL CORPORATION	100 100 100 100 100 100 100 100 100 100	05 /27 /204 /			
QUILL CORPORATION	2000490	05/27/2014	ACCT #C4881802 MY PASSP	001-4325-3110	59.99
D			Department 4	325 - HIGHWAY PATROL Total:	59.99
Department: 6510 - NON SWAGIT PRODUCTIONS, LLC		05/07/0044			
AT&T	4455 50514	05/27/2014	ACCT #2K130701CC VIDEO S	001-6510-4860	750.00
RICOH USA, INC.	92357102	05/27/2014	ACCT #512 A13-0189 725 3	001-6510-4425	1,710.04
RICOH USA, INC.	92357102	05/27/2014 05/27/2014	ACCT #505575-1010175A14	001-6510-4610	206.33
RICOH USA, INC.	92357102	05/27/2014	ACCT #505575-1010175A14 ACCT #505575-1010175A14	001-6510-4610	315.00
CENTRAL TEXAS AUTOPSY, P	9751	05/27/2014	CTA 141-14: LLOYD RICHARD	001-6510-4610 001-6510-4123	184.67
CENTRAL TEXAS AUTOPSY, P	9759	05/27/2014	CTA 156-14: WILLIAM RYAN	001-6510-4123	2,100.00
·		,,		- NON-DEPARTMENTAL Total:	2,100.00 7,366.04
Department: 6520 - BUII	DING MAINTENANCE				7,500.04
CENTURY A/C SUPPLY	4999634 CM	05/27/2014	JUSTICE CENTER DOUBLE P	001-6520-3550	-118.63
FLOORS PLUS	784681	05/27/2014	TACK STRIP	001-6520-4510	29.95
LOWE'S COMPANIES, INC.	46005	05/27/2014	PEA GRAVEL	001-6520-3510	35.46
BLUE TARP FINANCIAL, INC.	C25303/2	05/27/2014	CUST # 11239 3/4" 90DEG S	001-6520-3580	68.94
BLUE TARP FINANCIAL, INC.	C25703/2	05/27/2014	CUST # 11239 BLK OUT 24H	001-6520-4510	18.99
SMITH SUPPLY CO LOCKHA	609180	05/27/2014	BREAKER 20AMP 1-P SQ-D Q	001-6520-3550	10.50
SMITH SUPPLY CO LOCKHA	609220	05/27/2014	GANGABLE BOX W/KO 2.5" C	001-6520-3S40	26.00
WILSON RIGGIN	79704	05/27/2014	1 SGD-20AMP BRAKER	001-6520-3550	5.29
BLUE TARP FINANCIAL, INC.	C25838/2	05/27/2014	CUST # 11239 3X2-1/2D STL	001-6520-3540	52.18
SMITH SUPPLY CO LOCKHA	609294	05/27/2014	WELD WIRE 1X2X48" PER FT-	001-6520-4510	22.65
BLUE TARP FINANCIAL, INC. LOWE'S COMPANIES, INC.	C26043/2	05/27/2014	CUST # 11239 100' 12/2 MC	001-6520-3580	71.57
SMITH SUPPLY CO LOCKHA	14487 609598	05/27/2014	5-1/2 IN CLAMP LIGHT	001-6520-4510	89.21
BLUE TARP FINANCIAL, INC.	C26465/2	05/27/2014	PRUNING SHEAR 3/4" PREMI	001-6520-4510	38.40
WILSON RIGGIN	79764	05/27/2014 05/27/2014	CUST #11239 RZ 4 LED PUSH	001-6520-4510	45.95
BLUE TARP FINANCIAL, INC.	C26846/2	05/27/2014	1 GAL CONIZON BROWN STA CUST #11239 8" WHT CABL	001-6520-3580	64.90
SMITH SUPPLY COLULING	16036	05/27/2014	SQUARE STORAGE TANK 275	001-6520-3580	11.98
WILSON RIGGIN	79841	05/27/2014	EYE HOOK	001-6520-4510 001-6520-3590	189.95
BLUE TARP FINANCIAL, INC.	C27046/2	05/27/2014	CUST # 11239 MM 40PC SCR	001-6520-4510	3.64 16.78
MEMPHIS NET AND TWINE	51214	05/27/2014	MONO GILL NET, (702a) #12,	001-6520-3130	67.92
UNIFIRST CORPORATION	822 1629451	05/27/2014	CUST #222727 PRCT #2	001-6520-3510	30.35
SMITH SUPPLY CO LOCKHA	611452	05/24/2014	BLACK PVC BOOTS SZ 9	001-6520-4510	35.90
SMITH SUPPLY CO LOCKHA	611455	05/27/2014	LIGHT BAR-SOFT WHITE 60W	001-6520-5120	5.90
BLUE TARP FINANCIAL, INC.	C28908/2	05/27/2014	CUST #11239 DURACELL 4P	001-6520-3S90	50.47
BLUE TARP FINANCIAL, INC.	C28918/2	05/27/2014	CUST #11239 GE 40W FROS	001-6520-5120	9.58
BLUE TARP FINANCIAL, INC.	C28989/2	05/27/2014	1 GAL MURIATIC ACID	001-6520-3590	26.97

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CINTAS CORPORATION #86	086768631	05/27/2014	CONTRACT #01681 ACCT #0	001-6520-3140	
TEXAS AGRILIFE EXTENTION	51414	05/27/2014	ANALYSIS SUITE	001-6S20-4440	77.00 40.00
SMITH SUPPLY CO LOCKHA	611597	05/27/2014	DUPLEX RECPT WP MS UB W	001-6520-3540	136.50
JOHN DEERE FINANCIAL	10326530	05/27/2014	CUST # 99 5PK 13W CFL BU	001-6520-3510	75.96
SMITH SUPPLY CO LOCKHA	611698	05/27/2014	THRIFT DRAIN CLEANER	001-6520-3550	23.00
SMITH SUPPLY CO LOCKHA	611715	05/27/2014	HOSE HIGH PRESSURE 3/8"	001-6520-3590	127.95
WILSON RIGGIN	80051	05/27/2014	20 AMP PLUG, CONNECTOR,	001-6520-4510	73.78
BLUE TARP FINANCIAL, INC.	C29310/2	05/27/2014	ACCT # 11239 20A WHT HD	001-6520-3590	12.23
SCHMIDT FIRE & SAFETY CO.	011844	05/27/2014	COURTHOUSE ANNUALINS	001-6520-5120	78.00
SCHMIDT FIRE & SAFETY CO.	011845	05/27/2014	JUSTICE CENTER ANNUAL I	001-6520-3550	44.00
WILSON RIGGIN	80044	05/27/2014	BUG FOGGER	001-6520-3530	65.67
UNIFIRST CORPORATION	822 1631158	05/27/2014	CUST # 222727 COURT HOU	001-6520-5120	138.15
ARTHUR TORRES	51914	05/27/2014	FUEL REIMBURSEMENT FOR	001-6520-4260	58.80
SMITH SUPPLY CO LOCKHA	612168	05/27/2014	TOILET TANK FILL VALVE	001-6520-3530	10.50
UNIFIRST CORPORATION	822 1631442	05/27/2014	CUST # 222727 PRCT #2	001-6520-3510	30.35
SMITH SUPPLY CO LOCKHA	610217	05/27/2014	ERASER WEED & GRASS KILL	001-6520-4510	19.95
DEALERS ELECTRIC	1892392-00	05/27/2014	CUST # 134031 ADV ICN4P3	001-6520-4510	816.45
CENTURY A/C SUPPLY	7355759	05/27/2014	OLD MUSEUM ATCO FLEX	001-6520-3590	220.36
UNIFIRST CORPORATION	822 1627480	05/27/2014	CUST #222727 PRCT #2	001-6520-3510	30.35
SCHMIDT FIRE & SAFETY CO.	011824	05/27/2014	TAX OFFICE ANNUAL INSPE	001-6520-3520	12.00
SCHMIDT FIRE & SAFETY CO.	011825	05/27/2014	MAINTANCE DEPT. ANNUA	001-6520-5240	67.00
SCHMIDT FIRE & SAFETY CO.	011826	05/27/2014	FANNIN STREET ANNEX AN	001-6520-3510	50.00
SCHMIDT FIRE & SAFETY CO.	011846	05/27/2014	DISTRICT RESOURCE CENTER	001-6520-3550	73.00
SCHMIDT FIRE & SAFETY CO.	011847	05/27/2014	PRECINCT #3 MAXWELL AN	001-6520-3500	29.00
SCHMIDT FIRE & SAFETY CO.	011848	05/27/2014	ENVIROMENTAL HEALTH A	001-6520-3560	3.00
SCHMIDT FIRE & SAFETY CO.	011849	05/27/2014	SCOTT ANNEX ANNUAL INS	001-6520-3540	111.00
SCHMIDT FIRE & SAFETY CO.	011850	05/27/2014	COUNTY EXTENTION AGENT	001-6520-3540	3.00
SCHMIDT FIRE & SAFETY CO.	011851	05/27/2014	EMERGENCY MANAGEMENT	001-6520-3620	32.00
SCHMIDT FIRE & SAFETY CO.	011852	05/27/2014	RED SHOW BARN	001-6520-5240	6.00
SCHMIDT FIRE & SAFETY CO.	011853	05/27/2014	405 MARKET ST BLDG ANN	001-6520-3530	6.00
SCHMIDT FIRE & SAFETY CO.	011854	05/27/2014	PRECINCT #1 ANNUAL INSPE	001-6520-3560	3.00
SCHMIDT FIRE & SAFETY CO.	011855	05/27/2014	PRECINCT #2 ANNUAL INSPE	001-6520-3510	3.00
ANGEL PEST CONTROL	232635	05/27/2014	CUST #8130 CNSL #5129 MO	001-6520-5120	100.00
ANGEL PEST CONTROL	232636	05/27/2014	CUST #8130 CNSL #5129 M	001-6520-5120	93.00
CENTURY A/C SUPPLY	7357630	05/27/2014	JUSTICE CENTER - SHAFT DO	001-6520-3550	82.87
GONZALES BUILDING CENTE	00652494	05/27/2014	CUST #CALD001 FLOOR SPR	001-6520-3130	773.97
CINTAS CORPORATION #86	086765350	05/27/2014	CONTRACT#01681 ACCT#0	001-6520-3140	77.00
JOHN DEERE FINANCIAL	10326077	05/27/2014	CUST #99 FLOODLIGHT PHO	001-6520-3510	10.95
JOHN DEERE FINANCIAL	10326108	05/27/2014	CUST # 99 11/32" NUT DRIV	001-6520-4510	7.88
JOHN DEERE FINANCIAL	10326115	05/27/2014	ACCT # 99 RING KEY REEL	001-6520-3510	10.99
WILSON RIGGIN	80010	05/27/2014	PULL CHAIN SOCKETS	001-6520-3580	10.19
WILSON RIGGIN	80011	05/27/2014	PORCELAIN FIXTURES	001-6520-3580	3.78
UNIFIRST CORPORATION	822 1629178	05/27/2014	CUST # 222727 COURT HOU	001-6520-5120	138.15
BLUE TARP FINANCIAL, INC.	C28386/2	05/27/2014	ACCT # 11239 RIDGID ONE S	001-6520-3590	29.99
BLUE TARP FINANCIAL, INC.	C28400/2	05/27/2014	ACCT #11239 SINGLE SIDED	001-6520-3590	5.41
			Department 6520 - BL	JILDING MAINTENANCE Total:	4,731.98
Department: 6550 - ELEC	CTIONS				
HART INTERCIVIC, INC.	057599	05/27/2014	CUST ID: CAL-02224 BALLO	001-6550-4124	676.50
ELECTION SYSTEMS & SOFT	888551	05/27/2014		001-6550-4850	156.91
DEWITT POTH & SON	405289-0	05/27/2014	CUST #12430 PAPER, FORE	001-6550-3110	261.13
			•	nent 6550 - ELECTIONS Total:	1,094.54
Department: 6560 - CON	AMISSIONERS COURT		,		_,00 .10 1
QUILL CORPORATION	2588148	05/27/2014	ACCT # C4884803 - DAILY 438	001 6560 3110	450.00
QUILL CORPORATION	2596804	05/27/2014	ACCT # C4881802 PNY 128	001-6560-3110	150.98
QUILL CORPORATION	2602986		ACCT # C4881802 CELEBRAT	001-6560-4850	277.11
QUILL CORPORATION	2680930	05/27/2014 05/27/2014	ACCT #C4881802 9 VOLT B	001-6560-3110	22.97
SOUTH TEXAS COUNTY JUDG	51414	05/27/2014	ACCT #C4881802 FOLDER, I	001-6560-3110	53.30
TOM BONN	51614	05/27/2014		001-6560-4810	230.00
QUILL CORPORATION	2703858	05/27/2014	CAPCOG, LULING FOUNDATI	001-6560-4260	54.88
QUILL CORPORATION	2680930 A	05/27/2014		001-6560-3110	28.79
	200000 //	03/2//2014	PEN, BPT, PWRTNK RT, BE	001-6560-3110	-34.32

Expense Approval Register				Packet: APPKT00196 - 5/27/14	A/P check run
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOM BONN	50814	05/27/2014	MAY 1ST, 6TH, 7TH 2014	001-6560-4260	124.32
THE LULING NEWSBOY & SIG	50814	05/27/2014	5/1 & 5/8/14 ROAD NAME C	001-6560-4310	52.00
				COMMISSIONERS COURT Total:	960.03
Department: 6570 - VET	ERAN SERVICE OFFICER		·		200.00
DAVID FRANCIS	50814	05/27/2014	MILEAGE FOR APRIL 2014	001-6570-4260	74.70
		05/27/2014		ETERAN SERVICE OFFICER Total:	71.78 71.78
Department: 7600 - ANI	MAI CONTROL		bepartment 0570 - V	ETERAN SERVICE OFFICER TOTAL	/1./8
CITY OF LOCKHART	ASL 14-009	05/27/2014	DAVA FELIZ UGG AANDA AA GALE		
CITI OF LOCKHARI	A3L 14-009	05/27/2014	PAYMENT #33 ANIMAL SHEL		977.92
<u>.</u>			Department	7600 - ANIMAL CONTROL Total:	977.92
Department: 7620 - COL					
O'BANNON FUNERAL HOME	32614	05/27/2014	WILLIAM BANKS, II DOD 3/	001-7620-4320	350.00
O'BANNON FUNERAL HOME	42114	05/27/2014	WILLIAM BROWN, DOD 4/2	001-7620-4320	350.00
O'BANNON FUNERAL HOME	4814	05/27/2014	FUNERAL AGREEMENT: LLOY	001-7620-4320	350.00
GERARD RICKHOFF	2014MH0959	05/27/2014	CAUSE #2014MH0959 ROBE	001-7620-4312	491.00
			Department	7620 - COUNTY WELFARE Total:	1,541.00
Department: 8700 - COL	JNTY AGENT				
RONDA LEHMAN	51414	05/27/2014	CERTIFIED MAIL 5/13/14 4-	001-8700-3120	7.61
DEWITT POTH & SON	405797-0	05/27/2014	CUST # 12430 CLIPBRD, FLT	001-8700-3110	31.57
			Department	8700 - COUNTY AGENT Total:	39.18
			FL	ind 001 - GENERAL FUND Total:	77,588.57
Fund: 002 - UNIT ROAD FUND			•		77,500.57
Department : 1101 - ADN					
PETROLEUM TRADERS CORP	776465	05/27/2014	ACCT #990644/1 ULTRA LO	003 1101 3163	0.074.00
INDUSTIAL ASPHALT, LLC	34865	05/27/2014	CUST # 1145 JOB # 1,C1294	002-1101-3163	8,274.08
BLUE TARP FINANCIAL, INC.	11239	05/27/2014	CUST # 1143 JOB # 1.C1294	002-1 1 01-3143 002-1101-3130	10,540.31
JOHN DEERE FINANCIAL	10326648	05/27/2014	#99 CHAIN SAW 12"		15.98
INDUSTIAL ASPHALT, LLC	34598	05/27/2014	CUST #1145 JOB # 1.C128	002-1101-3130	20.24
INDUSTIAL ASPHALT, LLC	34599	05/27/2014	CUST # 1145 JOB # 1.C1294	002-1101-3143 002-1101-3143	4,871.51
PATHMARK TRAFFIC PROD.	004536	05/27/2014	CUST # 00C1056 30" DIA AL	002-1101-3143	9,841.54
JOHN DEERE FINANCIAL	10326127	05/27/2014	#99 TRIMMER-PRUNER		6,675.35
ERGON ASPHALT AND EMUL	9401160660	05/27/2014	#912994 2013 ASPHALT MA	002-1101-3130 002-1101-4620	599.99
		05/27/2014		L101 - ADMINISTRATION Total:	4,123.78 44 ,962 .78
Department: 1102 - VEH	ICLE MAINTENANCE		Department .	TIOT - ADMINISTRATION TOTAL	44,502.78
VERMEER TEXAS-LOUISIANA	A87148	05 /27 /2014	CUST II 40505 CHINES		
VERMEER TEXAS-LOUISIANA	A87202	05/27/2014	CUST # 13505 SWITCH-M E	002-1102-3136	22.83
VERMEER TEXAS-LOUISIANA	A87233	05/27/2014 05/27/2014	CUST #13505 APPLY TO A86	002-1102-3136	-61.99
SALT FLAT FEED & NAPA	082436		CUST # 13505 PUMP LIFT	002-1102-3136	144.24
LOCKHART MOTOR CO.,INC.	T36743	05/27/2014	ACCT # 27269 LUCAS PWR S	002-1102-3136	23.49
GLOSSERMAN AUTOMOTIVE	048032	05/27/2014 05/27/2014	CUST # 3810 GASKET	002-1102-3136	5.76
VERMEER TEXAS-LOUISIANA	A87452	05/27/2014	ACCT # 1010 HOSE CLAMP	002-1102-3136	72.72
LOCKHART MOTOR CO., INC.	T36757	05/27/2014	CUST # 13505 VE 15769700	002-1102-3136	318.96
LOCKHART MOTOR CO., INC.	T36761	05/27/2014	CUST # 3810 OIL FILTER	002-1102-3136	34.98
AWM OIL TOOLS, INC.	C58380	05/27/2014	CUST # 3810 OIL FILTER	002-1102-3136	18.00
AWM OIL TOOLS, INC.	C58233	05/27/2014	1-1/4 FEMALE JIC HYDRO FIT	002-1102-3136	91.02
GLOSSERMAN AUTOMOTIVE	047861	05/27/2014	1-1/4" HYDRAULIC HOSE / 1-	002-1102-3136	172.62
GLOSSERMAN AUTOMOTIVE	047875	05/27/2014	#1010 FITTINGS	002-1102-3136	4.73
SALT FLAT FEED & NAPA	082341	05/27/2014	#1010 OIL FILTER PRO SELE	002-1102-3136	6.78
		03/27/2014	# 27269 SOCKET SET SCREW	002-1102-3136	2.27
Donorte	T BAAINITEN ANG-		Department 1102 -	VEHICLE MAINTENANCE Total:	856.41
Department : 1103 - FLEE		05/27/2011			
LOCKHART MOTOR CO.,INC.	T36775	05/27/2014	CUST # 3810 SOLENOID ASY	002-1103-3135	57.76
SCHMIDT & SONS, INC	0306231-IN	05/27/2014	CUST # 05-CALDCO ORDER #	002-1103-3165	1,797.95
LOCKHART MOTOR CO.,INC.	T36712	05/27/2014	CUST#3810 SOLENOID ASY	002-1103-3135	53. 1 3
INTERSTATE BATTERIES-MET	360017833	05/27/2014	#3810 MTP-65	002-1103-3135	1 19.95
			Department 1103	- FLEET MAINTENANCE Total:	2,028.79
			Fund	002 - UNIT ROAD FUND Total:	47,84 7.98

Expense Approval Register				Packet: APPKT00196 - 5/27/14	A/P check run
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 003 - RECORDS PRESER	VATION FUND				
Department: 3000 - CO	UNTY CLERK EXP				
TYLER TECHNOLOGIES, INC.	025-94690	05/27/2014	CUST #47804 APR 23 EAGLE	003-3000-4520	137.50
TYLER TECHNOLOGIES, INC.	025-95108	05/27/2014	CUST #47804 APR 28 2014 S	003-3000-4520	220.00
			Department 3	3000 - COUNTY CLERK EXP Total:	357.50
			Fund 003 - RECO	RDS PRESERVATION FUND Total:	357.50
Fund: 005 - LAW LIBRARY FUI	ND				
Department: 1000 - DEF	ARTMENTS - Header				
WEST GROUP PAYMENT CEN	829488119	05/27/2014	ACCT # 1003315797 APRIL	005-1000-5910	685.00
			Department 1000	- DEPARTMENTS - Header Total:	685.00
			Fund	005 - LAW LIBRARY FUND Total:	685.00
Fund: 013 - CAPITAL PROJECT	S FUND				
Department: 6000 - DEE	ST SERVICE				
STEINBOMER, BRAMWELL V	23235	05/27/2014	SERVICES THROUGH APRIL	013-6000-4025	9,935.10
			Departm	ent 6000 - DEBT SERVICE Total:	9,935.10
			Fund 013 -	CAPITAL PROJECTS FUND Total:	9,935.10
				Grand Total:	136,414.15

Report Summary

Fund Summary

Fund		Expense Amount
001 - GENERAL FUND		77,588.57
002 - UNIT ROAD FUND		47,847.98
003 - RECORDS PRESERVATION FUND		357.50
005 - LAW LIBRARY FUND		685.00
013 - CAPITAL PROJECTS FUND		9,935.10
	Grand Total:	136,414.15

Account Summary

Account Summary					
Account Number	Account Name	Expense Amount			
001-2130-3110	OFFICE SUPPLIES	11.73			
001-2130-4260	TRANSPORTATION	23.52			
001-2130-4810	TRAINING	233.41			
001-2140-3110	OFFICE SUPPLIES	276.03			
001-2150-3110	OFFICE SUPPLIES	219.45			
001-2150-3145	TRANSPORTATION SERV	20.13			
001-2865	DUE TO STATE - OTHER	260.00			
001-3200-3050	DUES & SUBSCRIPTIONS	531.00			
001-3200-3110	OFFICE SUPPLIES	247.74			
001-3200-4130	TRIAL EXPENSE	3.34			
001-3200-4315	PUBLICATIONS	204.00			
001-3200-4850	MISCELLANEOUS	1,405.00			
001-3230-3110	OFFICE SUPPLIES	335.86			
001-3230-4011	ADMINISTRATIVE EXPEN	495.00			
001-3230-4080	ADULT - ATTY LITIGATIO	459.62			
001-3230-4160	ADULT - INDIGENT ATTO	25,434.00			
001-3240-4180	JUVENILE - INDIGENT AT	300.00			
001-4300-3120	POSTAGE	200.00			
001-4300-3130	OPERATING SUPPLIES	1,198.26			
001-4300-4110	PROFESSIONAL SERVICE	643.50			
001-4310-3100	FOOD SUPPLIES	12,214.85			
001-4310-3130	OPERATING SUPPLIES	3,171.38			
001-4310-4110	PROFESSIONAL SERVICE	5,562.58			
001-4310-4122	INMATE MEDICATION	3,543.14			
001-4310-4135	EMPLOYEE PHYSICALS	105.00			
001-4310-4270	EXTRADITION	484.80			
001-4310-4510	REPAIRS & MAINTENAN	110.00			
001-4310-4521	VEHICLE MAIN	100.04			
001-4310-4810	TRAINING	495.00			
001-4321-2100	DEPUTY CONSTABLE	1,350.00			
001-4321-3110	OFFICE SUPPLIES	26.93			
001-4321-4510	REPAIRS & MAINTENAN	380.80			
001-4323-2100	DEPUTY CONSTABLE	700.00			
001-4325-3110	OFFICE SUPPLIES	59.99			
001-6510-4123	AUTOPSY	4,200.00			
001-6510-4425	FAX & INTERNET	1,710.04			
001-6510-4610	RENTALS	706.00			
001-6510-4860	CONTINGENCY	750.00			
001-6520-3130	OPERATING SUPPLIES	841.89			
001-6520-3140	UNIFORMS	154.00			
001-6520-3500	JP3 SIMON BUILDING-M	29.00			
001-6520-3510	LULING ANNEX	277.41			
001-6520-3520	TAX OFFICE BUILDING-L	12.00			
001-6520-3530	MARKET ST. ANNEX-LOC	82.17			
001-6520-3540	L.W.SCOTT ANNEX-LOCK	328.68			
001-6520-3550	JUDICIAL CENTER-LOCK	120.03			
001-6520-3560	JP1/DRC BUILDING-LOC	6.00			
001-6520-3580	JUVENILE DETENTION CT	231.36			

Account	Summary
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	Account Summary	
Account Number	Account Name	Expense Amount
001-6520-3590	CALDWELL CO. MUSEU	477.02
001-6520-3620	UNIT ROAD/911 OFFICE	32.00
001-6520-4260	TRANSPORTATION	58.80
001-6520-4440	GROUNDS UPKEEP	40.00
001-6520-4510	REPAIRS & MAINTENAN	1,405.84
001-6520-5120	CALDWELL CO. COURTH	562.78
001-6520-5240	BUILDINGS	73.00
001-6550-3110	OFFICE SUPPLIES	261.13
001-6550-4124	HAVA ELECTION SUPPO	676.50
001-6550-4850	MISCELLANEOUS	156.91
001-6560-3110	OFFICE SUPPLIES	221.72
001-6560-4260	TRANSPORTATION	179.20
001-6560-4310	ADVERTISING AND LEGA	52.00
001-6560-4810	TRAINING	230.00
001-6560-4850	MISCELLANEOUS	277.11
001-6570-4260	TRANSPORTATION	71.78
001-7600-4114	ANIMAL CONTROL EXPE	977.92
001-7620-4312	SANITY HEARINGS	491.00
001-7620-4320	INDIGENT FUNERAL	1,050.00
001-8700-3110	OFFICE SUPPLIES	31.57
001-8700-3120	POSTAGE	7.61
002-1101-3130	OPERATING SUPPLIES	636.21
002-1101-3143	FLEX BASE MATERIALS	25,253.36
002-1101-3163	FUEL	8,274.08
002-1101-3181	SIGNS	6,675.35
002-1101-4620	DUST CONTROL	4,123.78
002-1102-3136	SUPPLIES & SMALL TOO	856.41
002-1103-3135	OPERATING SUPPLIES	230.84
002-1103-3165	OIL & LUBRICANTS	1,797.95
003-3000-4520	SOFTWARE MAINTENAN	357.50
005-1000-5910	OTHER CAPITAL OUTLAY	685.00
013-6000-4025	ARCHITECT FEES	9,935.10
	Grand Total:	136,414.15

Project Account Summary

Project Account Key		Expense Amount
None		136,414.15
	Grand Total:	136,414.1 5



Caldwell County, TX

Payment Register

APPKT00196 - 5/27/14 A/P check run 01 - Vendor Set 01

Payment Date

Bank:	ΑP	BNK -	Pooled	Cash	- Operation

Vendor Number Vendor Name AMANDA ERWIN **AMAERW Payment Type**

Payment Number

Check 05/21/2014 2,266.00 Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 13-075 CAUSE #13-075 PAUL SPHAR 04/16/2014 05/27/2014 0.00 175.00 13-084 CAUSE #13-084 EDUARDO PEREZ 04/30/2014 05/27/2014 0.00 656.00 13-156 CAUSE # 13-156 MISTI DUBOISE 05/05/2014 05/27/2014 0.00 820.00 14-026 CAUSE #14-026 FIDEL YANEZ OLVERA 04/28/2014 05/27/2014 0.00 615.00

Vendor Number **Vendor Name ANGPES** ANGEL PEST CONTROL

Payment Type **Payment Number** Check

> Pavable Number Description Payable Date **Due Date** Discount Amount Payable Amount 232635 CUST #8130 CNSL #5129 MONTHLY GRANULE 05/06/2014 05/27/2014 0.00 232636 CUST #8130 CNSL #5129 MONTHLY POWER SWEEP 05/06/2014 05/27/2014 0.00

> > Payable Date

Payable Date

Pavable Date

05/02/2014

05/15/2014

Payable Date

05/15/2014

04/21/2014

04/28/2014

05/19/2014

Due Date

Due Date

Due Date

Due Date

05/27/2014

05/27/2014

Due Date

05/27/2014

05/27/2014

05/27/2014

05/27/2024

05/27/2014

Vendor Number **Vendor Name ARTTOR ARTHUR TORRES** Payment Type **Payment Number**

Check Payable Number Description

51914 FUEL REIMBURSEMENT FOR 5/1 - 15/14

Vendor Number **Vendor Name** AT0189 AT&T

Vendor Number

Check

Payment Type

Pavable Number

Payable Number

ATCINT

Payment Type Payment Number Check Payable Number

Vendor Name

ATCO INTERNATIONAL

50514

Description

Payable Date 05/05/2014

ACCT #512 A13-0189 725 3 512-184-1011 5/5- 6/4/14

Payment Number Description

10403225 CUST ID: 126786 MM-200 Vendor Number Vendor Name

AWMOIL AWM OIL TOOLS, INC. Payment Type **Payment Number** Check

> C58233 1-1/4" HYDRAULIC HOSE / 1-1/4" FEMALE JIC HYDRO FI C58380 1-1/4 FEMALE JIC HYDRO FITTING

Description

Vendor Number Vendor Name BLUTAR BLUE TARP FINANCIAL, INC. **Payment Type**

Payment Number Check Payable Number Description

11239 CUST # 11239 60 OZ DEEP WOOD REPELLANT C25303/2 CUST # 11239 3/4" 90DEG SXT E11

Payment Amount

Total Vendor Amount

2,266.00

Total Vendor Amount 193.00

Payment Date **Payment Amount** 05/21/2014 193.00

100.00 93.00

Total Vendor Amount 58.80 **Payment Date Payment Amount**

05/21/2014 58.80 Discount Amount Pavable Amount

> 0.00 58.80

Total Vendor Amount 1,710.04 **Payment Date Payment Amount**

05/21/2014 1,710.04 Discount Amount Payable Amount 0.00 1,710.04

> **Total Vendor Amount** 110.00

Payment Date Payment Amount 05/21/2014 110.00

Discount Amount Payable Amount 0.00 110.00

> **Total Vendor Amount** 263.64 **Payment Date Payment Amount**

05/21/2014 263.64 Discount Amount Payable Amount 0.00 172.62

0.00

Total Vendor Amount

91.02

437.02 **Payment Date** Payment Amount 05/21/2014 437.02

Discount Amount Payable Amount 0.00 15.98 0.00 68.94

Payment Register					APPKT00196 - 5	/27/14 A/P check run
C25703/2		CUST # 11239 BLK OUT 24HR MECH TIMER	04/23/2014	05/27/2014	0.00	18.99
C25838/2		CUST # 11239 3X2-1/2D STL SWITCH BOX	04/24/2014	05/27/2014	0.00	52.18
C26043/2		CUST # 11239 100' 12/2 MC W/G CABLE	04/25/2014	05/27/2014	0.00	71.57
C26465/2		CUST #11239 RZ 4 LED PUSH LIGHT	04/28/2014	05/27/2014	0.00	45.95
C26846/2		CUST #11239 8" WHT CABLE TIE 100PK	04/30/2014	05/27/2014	0.00	11.98
<u>C27046/2</u>		CUST # 11239 MM 40PC SCREW BIT SET	05/01/2014	05/27/2014	0.00	16.78
C28386/2		ACCT # 11239 RIDGID ONE STOP WENCH	05/09/2014	05/27/2014	0.00	29.99
C28400/2		ACCT #11239 SINGLE SIDED KEYS, SCREWS, NUTS & BOL	05/09/2014	05/27/2014	0.00	5.41
C28908/2		CUST #11239 DURACELL 4PK D ALK BATTERY	05/13/2014	05/27/2014	0.00	50.47
C28918/2		CUST #11239 GE 40W FROS TUBE BULB	05/13/2014	05/27/2014	0.00	9.58
C28989/2		1 GAL MURIATIC ACID	05/13/2014	05/27/2014	0.00	26.97
<u>C29310/2</u>		ACCT # 11239 20A WHT HD DPLX OUTLET	05/15/2014	05/27/2014	0.00	12.23
Vendor Number	Vendor Name	2				Total Vendor Amount
BOVMER	BOVIK & MER	EDITH P.C.				400.00
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check					05/21/2014	400.00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
2011-003		CAUSE # 2011-003 LARY D LUNA	05/06/2014	05/27/2014	0.00	400.00
Vendor Number CARCAS	Vendor Name					Total Vendor Amount 500.00
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	500.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>13-174</u>		CAUSE #13-174 ADOLF ALBERT RAMIREZ	05/07/2014	05/27/2014	0.00	500.00
Vendor Number	Vendor Name	1				Total Vendor Amount
CENAUT		AS AUTOPSY, PLLC				4,200.00
Payment Type	Payment Nun	•			Payment Date	Payment Amount
Check		· -			05/21/2014	4,200.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	•
<u>9751</u>		CTA 141-14: LLOYD RICHARD KOENIG, 4/09/14	05/06/2014	05/27/2014	0.00	2,100.00
<u>9759</u>		CTA 156-14: WILLIAM RYAN BROWN	05/09/2014	05/27/2014	0.00	2,100.00
						•
Vendor Number	Vendor Name					Total Vendor Amount
CENREF		AS REFUSE, INC				434.00
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	434.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>1053323</u>		ACCT # 24562139 REED DR.,01204 APRIL 2014	04/30/2014	05/27/2014	0.00	434.00
Vendor Number	Vendor Name					Total Vendor Amount
CENAIR	CENTURY A/C					184.60
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	184.60
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>4999634 CM</u>		JUSTICE CENTER DOUBLE PAYMENT INV #7241699	01/06/2014	01/06/2014	0.00	-118.63
<u>7355759</u>		OLD MUSEUM ATCO FLEXDUCT R6 7INX25FT	05/05/2014	05/27/2014	0.00	220.36
<u>7357630</u>		JUSTICE CENTER - SHAFT DOWN / OVAL RUN CAPACITOR	05/06/2014	05/27/2014	0.00	82.87
Vendor Number	Vendor Name					Total Vendor Amount
CENPES	CENTURY PES	T CONTROL, INC.				360.00
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					05/21/2014	360.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>16861</u>		ACCT # 1047 CENTURY SYSTEM-MT - INTERIOR ONLY	05/07/2014	05/27/2014	0.00	230.00
<u>16862</u>		ACCT # 1047 EXECUTIVE SYSTEM-SA- EXTERIOR PERIMET	05/07/2014	05/27/2014	0.00	130.00

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r dyment negister					APPRIOUISO .	3/2//14 A/P CHECK full
Vendor Number CESLOP	Vendor Name CESARIO LOPI					Total Vendor Amount 700.00
Payment Type Check	Payment Nun	nber			Payment Dat 05/21/2014	e Payment Amount
Payable Nui	mhar	Docarintion	Daniella Data	December 1		700.00
•	linei	Description	Payable Date	Due Date	Discount Amount	•
<u>E0108106</u>		CASE #E0108106 FITZGERALD, JOANN MARIE	05/12/2014	05/27/2014	0.00	50.00
E0208056		CASE # E0208056 HUERTA, ANDREW CHARLES	05/12/2014	05/27/2014	0.00	50.00
E0409122		CASE #E0409122 SAUCEDO, HERMALINA V	05/12/2014	05/27/2014	0.00	50.00
<u>E0411014</u>		CASE #E0411014 DEHOYOS, MANUEL	05/12/2014	05/27/2014	0.00	50.00
<u>E0412027</u>		CASE # E0412027 SCOTT, CATHY K.	05/12/2014	05/27/2014	0.00	50.00
<u>E0506011</u>		CASE #E0506011 THOMASON, ELIZABETH LEA	05/12/2014	05/27/2014	0.00	50.00
E0508159		CASE #0508159 GREGET, MISTY RENE	05/12/2014	05/27/2014	0.00	50.00
<u>E0514019</u>		CASE #E051409 SCOTT, CATHY K.	05/12/2014	05/27/2014	0.00	50.00
<u>E0608198</u>		CASE #0608198 HERNANDEZ, BIANCA	05/12/2014	05/27/2014	0.00	50.00
E0613007		CASE #E0613007 FONTENOT, ARLENE	05/12/2014	05/27/2014	0.00	50.00
<u>E0913113</u>		CASE #E0913113 GONZALES, AMY SUE	05/12/2014	05/27/2014	0.00	50.00
E1108041		CASE #E1108041 MAZAC, REBA E	05/12/2014	05/27/2014	0.00	50.00
<u>E1111012</u>		CASE #E1111012 MONITA, ANTONYO PROVANNI	05/12/2014	05/27/2014	0.00	50.00
<u>JP22938</u>		CASE # JP22938 MARTINEZ, MELISSA ANN	05/12/2014	05/27/2014	0.00	50.00
Vendor Number	Vendor Name					Total Vendor Amount 550.00
Payment Type	Payment Num	nber			Payment Date	
Check	-				05/21/2014	550.00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount	
<u>07-364</u>		CAUSE # 07-364 ROBERT MILLS	04/21/2014	05/27/2014	0.00	550.00
Vendor Number	Vendor Name					Total Vendor Amount
CINTAS	CINTAS CORPO					154.00
Payment Type Check	Payment Num	bber			Payment Date 05/21/2014	Payment Amount 154.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	
086765350		CONTRACT #01681 ACCT # 09158 CUST # 09158	05/07/2014	05/27/2014	0.00	77.00
<u>086768631</u>		CONTRACT #01681 ACCT #09158 CUST #09158	05/14/2014	05/27/2014	0.00	77.00
Vendor Number	Vendor Name					Total Vendor Amount
CITLOC	CITY OF LOCK	HART				977.92
Payment Type Check	Payment Num	ber			Payment Date 05/21/2014	Payment Amount 977.92
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	Pavable Amount
ASL 14-009		PAYMENT #33 ANIMAL SHELTER LEASE	05/01/2014	05/27/2014	0.00	977.92
Vendor Number CLESUP	Vendor Name					Total Vendor Amount
Payment Type	Payment Num				D	531.00
Check	rayment wum	inci			Payment Date	•
Payable Nun	. h . r	Description	Barrel La Bata	D D	05/21/2014	148.00
	ibei	Description	Payable Date	Due Date	Discount Amount	•
<u>05142014</u>		2014-15 DUES FOR CASSANDRA M BENOIST	05/14/2014	05/27/2014	0.00	148.00
Check					05/21/2014	148.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>51414</u>		FISCAL 2014-15 SUMMER L. BENFORD	05/14/2014	05/27/2014	0.00	148.00
Check					05/24/2044	225.00
Payable Nun	hor	Description	Davishla Data	Dua Data	05/21/2014	235.00
5142014	ibei	Description 2014-15 MEMBERSHIP RICHARD R HICKS III	Payable Date 05/14/2014	Due Date 05/27/2014	Discount Amount 0.00	235.00
Vendor Number	Vendor Name					Total Vendor Amount
CLIMCC	CLIFFORD W. N	MCCORMACK				2,463.20
Payment Type	Payment Num				Payment Date	•
Check	-				05/21/2014	2,463.20
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount	·
12-FL-483 1		CAUSE #12-FL-483 ANGEL, LISA, DANIEL MASSEY	05/05/2014	05/27/2014	0.00	400.00

Payment Register					APPKT00196 - 5/	27/14 A/P check run
13-FL-348 1	1	CAUSE #13-FL-348 MARIAH NICOLE RAMIREZ	05/05/2014	05/27/2014	0.00	75.00
<u>2009-274</u>		CAUSE #2009-274 KELLY MARIE DOYLE	04/21/2014	05/27/2014	0.00	350.00
<u>2013-203</u>		CAUSE #2013-203 MATTHEW R. DENNISON	04/29/2014	05/27/2014	0.00	1,638.20
Vendor Number	Vendor Nam	e				Total Vendor Amount
<u>COLWIS</u>	COLIN WISE					300.00
Payment Type	Payment Nui	mber			Payment Date	Payment Amount
Check					05/21/2014	300.00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount Pa	yable Amount
2351-12CC		CAUSE #2351-12CC JAM	05/12/2014	05/27/2014	0.00	300.00
Vendor Number	Vendor Name	e				Total Vendor Amount
CONPHA	CONTRACT P	HARMACY SERVICES, INC.				3,081,40
Payment Type	Payment Nur				Payment Date	Payment Amount
Check	·				05/21/2014	3,081.40
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount Pa	•
4-235-14		DATE OF SERVICE - APRIL 2014	04/30/2014	05/27/2014	0.00	3,081.40
Vendor Number	Vendor Name	۵				Tatal Vandar Amount
CRIFOR		E STRICT ATTORNEY				Total Vendor Amount 3.34
Payment Type	Payment Nur				Payment Date	Payment Amount
Check	,				05/21/2014	3,34
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Pa	
40814		DEBIT CARD TRANSACTION EFILE TX GOV*CONV FEE	04/08/2014	05/27/2014	0.00	3.34
			0 1, 0 0, 2 0 2 1	00,2,,201	0100	3.34
Vendor Number	Vendor Name	_				Total Vendor Amount
DAVFRA	DAVID FRANC	• •				71.78
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check Payable Nu n	nhar	Description	Davishia Data	Dura Baka	05/21/2014	71.78
50814	iibei	MILEAGE FOR APRIL 2014	Payable Date 05/08/2014	Due Date 05/27/2014	Discount Amount Pa 0.00	yable Amount 71.78
50014		MILEAGE FOR AFRIC 2014	03/08/2014	03/2//2014	0.00	/1./8
Vendor Number	Vendor Name	-				Total Vendor Amount
DEAELE	DEALERS ELEC					816.45
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check		Provide Many			05/21/2014	816.45
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>1892392-00</u>		CUST # 134031 ADV ICN4P32SC35I 32W 120-277V	05/05/2014	05/27/2014	0.00	816.45
Vendor Number	Vendor Name					Total Vendor Amount
DEWPOT	DEWITT POTH					1,150.02
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	1,150.02
Payable Nun	nper	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>404330-0</u>		CUST #12430 SPOTPAPER	05/01/2014	05/27/2014	0.00	42.54
<u>404565-0</u>		CUST # 12430 PENCIL, MCH, TWST, 9MM	05/05/2014	05/27/2014	0.00	11.73
<u>404861-0</u>		CUST # 12430 ENV, CLASP, 10X15, KFT	05/07/2014	05/27/2014	0.00	87.45
<u>404868-0</u>		CUST # 12430 SPOTPAPER	05/07/2014	05/27/2014	0.00	132.00
<u>404889-0</u>		CUST #12430 SPOTPAPER	05/07/2014	05/27/2014	0.00	247.74
<u>404909-0</u>		CUST #12430 LABEL, COPIER, 2X4-1/4	05/08/2014	05/27/2014	0.00	188.38
<u>404909-1</u>		CUST #12430 LABEL, COPIER, 2/4-1/4 PK	05/12/2014	05/27/2014	0.00	21.49
<u>405289-0</u> <u>405757-0</u>		CUST #12430 PAPER, FORE MP, YW CUST # 12430 HEW CRTDGS, HP 128A	05/12/2014	05/27/2014	0.00	261.13
<u>405797-0</u> <u>405797-0</u>		CUST # 12430 HEW CRIDGS, HP 128A CUST # 12430 CLIPBRD, FLTCLIP, LTTR	05/15/2014 05/16/2014	05/27/2014 05/27/2014	0.00 0.00	125.99 31.57
		,	, , ====	, ,		
Vendor Number ELESYS	Vendor Name	E TEMS & SOFTWARE INC.				Total Vendor Amount
Payment Type	Payment Nun				Daymont Date	156.91
Check	. ayment ituli				Payment Date 05/21/2014	Payment Amount 156.91
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Par	
<u>888551</u>		ACCT #C04192 PRECINCT KIT	04/30/2014	05/27/2014	0.00	156.91

Payable Numl	ber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
Check	•				05/21/2014	29.95
	Payment Numb	per			Payment Date	Payment Amount
	FLOORS PLUS					29.95
Vendor Number	Vendor Name					Total Vendor Amount
00,70		BANANAS, ICEBERG, ORANGES, TOMATOES	05/05/2014	05/27/2014	0.00	149.80
<u>88578</u>		•	05/02/2014	05/27/2014	0.00	148.35
<u>88574</u>		ICEBERG, ORANGES, POTATOES, FLAT TOMATES	05/01/2014	05/27/2014	0.00	323.10
<u>88553</u>		PINK LADY, ICEBERG, POTATOES, RED CABBAGE AA MED 15 DOZ EGGS	05/01/2014	05/27/2014	0.00	67.18
<u>88549</u>		ICEBERG PINK LADV ICEBERG BOTATOES BED CARRACE	04/29/2014	05/27/2014	0.00	41.00
88542		BANANAS, CABBAGE 50 LB, ORANGES	04/28/2014	05/27/2014	0.00	77.90
88527		BANANAS CARRAGE FOLD ORANGES	02/17/2014	05/27/2014	0.00	149.35
88158	y c i	Description RANANAS ORANGES TOMATOES LETTLICE	Payable Date	Due Date	Discount Amount Pa	-
Payable Num	her	Description	Daniel - Day	D D. 1	05/21/2014	956.68
Check	т аушені пил	nei			Payment Date	Payment Amount
Payment Type	Payment Numi				D	956.68
Vendor Number FERJOS	Vendor Name	PRODUCE, INC.				Total Vendor Amount
<u>59870258 SO</u>		ACCT # 6302473 COF CAINS SUNNY CUP 1LB 12/CS	05/01/2014	05/27/2014	0.00	364.00
Payable Num	ber	Description	Payable Date	Due Date	Discount Amount Page 1	
Check	. ajment mulli				Payment Date 05/21/2014	Payment Amount 364.00
Payment Type	Payment Num				Daymont Data	364.00
Vendor Number FARBRO	Vendor Name FARMER BROT	HERS. CO.				Total Vendor Amount
<u>106662</u>		CALDWELL 105742657, COUNTY PO#050514JL	05/05/2014	05/27/2014	0.00	100.04
Payable Num	ber	Description	Payable Date	Due Date	Discount Amount P	
Check	,				05/21/2014	Payment Amount 100.04
Payment Type	Payment Num	ber			Payment Date	100.04
Vendor Number EXPTIR	Vendor Name EXPERT TIRE					Total Vendor Amount
Vandar Number	Vander N					
9401160660		#912994 2013 ASPHALT MATERIAL BID / CA	05/09/2014	05/27/2014	0.00	4,123.78
Payable Num	ber	Description	Payable Date	Due Date	Discount Amount P	•
Check	•				05/21/2014	4,123.78
Payment Type	Payment Num				Payment Date	4,123.78 Payment Amount
Vendor Number ERGASP	Vendor Name ERGON ASPHA	ALT AND EMULSIONS, INC.				Total Vendor Amount
Manday N. 1	Manual . **					
460338987		DIAZ, ENRIQUE DOB 01/01/70	04/10/2014	05/27/2014	0.00	983.00
<u>2013066199</u>		MARCHAN-HUERTA, HECTOR DOB 12/04/76	04/06/2014	05/27/2014	0.00	2,099.00
Payable Num	nber	Description	Payable Date	Due Date	05/21/2014 Discount Amount F	3,082.00 Pavable Amount
Check	Payment Num	וחכו			Payment Date	
EMEPHY Payment Type		PHYSICIANS CENTRAL TEXAS				3,082.00
Vendor Number	Vendor Name					Total Vendor Amount
. •					APPKT00196 - 5	/27/14 A/P check run
Payment Register					APPKT00196 - 5	/27/14 A/P chack run

04/19/2014

Payable Date

05/06/2014

04/29/2014

05/27/2014

Due Date

05/27/2014

05/27/2014

0.00

05/21/2014

Payment Date Payment Amount

Discount Amount Payable Amount

0.00

0.00

<u>784681</u>

Payment Type

127217

147062

Payable Number

Vendor Number

Check

BUTBAK

TACK STRIP

FLOWERS BAKING CO. OF SAN ANTONIO

Description

CUST # 0040078309 MIC 20 7" FL TOR

CUST # 0040078309 MIC 20 7" FL TOR

Vendor Name

Payment Number

29.95

Total Vendor Amount

209.52

149.76

359.28

359.28

Payment Register

Payment Type

APPKT00196 - 5/27/14 A/P check run

Payment Date Payment Amount

Discount Amount Payable Amount

0.00

05/21/2014

Payment Date

05/21/2014

Payable Date

Payable Date

05/09/2014

Payable Date

05/08/2014

05/08/2014

05/14/2014

Payable Date

Payable Date

Payable Date

04/30/2014

05/03/2014

05/07/2014

05/01/2014

Due Date

Due Date

Due Date

05/27/2014

05/27/2014

05/27/2014

Due Date

Due Date 05/27/2014

Due Date

Due Date

05/27/2014

05/27/2014

05/27/2014

05/27/2014

Vendor Number

Vendor Name

GEOCAM

GEORGE CAMERON

Check

Payment Number

Vendor Number

GERRIC

Payable Number

Description

2 HEAD DONKEY REMOVAL 889691

Vendor Name

GERARD RICKHOFF

Payment Type **Payment Number**

Check

Payable Number Description CAUSE #2014MH0959 ROBERT TREVINO

2014MH0959

Vendor Name

Vendor Name

Vendor Name

Vendor Name

Vendor Name

HART INTERCIVIC, INC.

Payment Number

Payment Number

Payment Number

GONZALES BUILDING CENTER

Description

Description

GUADALUPE REGIONAL MEDICAL CENTER

Description

Description

#1010 FITTINGS

#1010 OIL FILTER PRO SELECT

CUST #CALDOO1 FLOOR SPRAY BUFF

THIELEN, RACHAEL ANN DOB 10/10/89

ACCT # 1010 HOSE CLAMP

GLOSSERMAN AUTOMOTIVE CENTER GLOAUT

Check

Vendor Number

Payment Type **Payment Number**

Payable Number

047861

047875

048032

Vendor Number **GONBUI**

Payment Type

Check

Payable Number

00652494

Vendor Number

GUAREG

Payment Type

Check

Payable Number

V00001850889 1

Vendor Number

HARINF

Payment Type

Check

Payable Number

057599

Vendor Number

ICSSUP

Payment Type

Vendor Number

INDASP

Check

Payable Number 115328-01

115540

Vendor Name INDUSTIAL ASPHALT, LLC

Payment Number Payment Type Check

Payable Number 34598

34599

34865

Description

CUST # 1145 JOB # 1.C1294 MUSTANG RIDGE

CUST #1145 JOB # 1.C128 MUSTANG RIDGE CUST # 1145 JOB # 1.C1294 ASPHALT: MUSTANG RIDGE

05/06/2014 05/13/2014

Payable Date

05/06/2014

Due Date

05/27/2014 05/27/2014 05/27/2014

0.00 0.00

0.00

10,540.31

Total Vendor Amount 491.00

50.00

Total Vendor Amount

50.00

50.00

Payment Amount

491.00

Discount Amount Payable Amount 0.00 491.00

Total Vendor Amount 84.23

Payment Date Payment Amount 05/21/2014

Discount Amount Payable Amount 0.00 4.73 6.78 0.00

> 72.72 **Total Vendor Amount**

773.97 **Payment Date Payment Amount**

0.00

05/21/2014 773.97

Discount Amount Payable Amount 0.00 773.97

Total Vendor Amount 643,50

Payment Date Payment Amount 05/21/2014 643.50

Discount Amount Pavable Amount

643.50 0.00

Total Vendor Amount

676.50

Payment Date **Payment Amount** 05/21/2014 676.50

Discount Amount Payable Amount

0.00

Payment Date

Payment Date

05/21/2014

Discount Amount Payable Amount

05/21/2014

Total Vendor Amount

574.92

676.50

Payment Amount 574.92

Payment Number

ICS JAIL SUPPLIES INC.

Description CUST ID: 78644JL HEAVY DUTY SHOWER SHOES

CUST ID: CAL-02224 BALLOT ENVELOPE - WHITE - E.

CUST ID: 78644JL ECONOMICAL DECK SHOE NAVY

Payable Date 05/02/2014 04/30/2014

05/27/2014 05/27/2014

0.00 18.50 0.00 556.42

> **Total Vendor Amount** 25,253.36 **Payment Amount**

25,253,36 Discount Amount Payable Amount 4,871.51

9,841.54

Payment Register					APPKT00196 - 5/	27/14 A/P check run
Vendor Number	Vendor Nam	e			•	Total Vendor Amount
INTBAT	INTERSTATE	BATTERIES-METRO AUSTIN				119.95
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					05/21/2014	119.95
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>360017833</u>		#3810 MTP-65	05/09/2014	05/27/2014	0.00	119.95
Vendor Number	Vendor Nam	e				Total Vendor Amount
<u>JCOJAN</u>	JCO JANITOR	IAL SUPPLY				1,856.34
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					05/21/2014	1,856.34
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>79550</u>		CUST ID: LKCNJL	04/30/2014	05/27/2014	0.00	594.26
<u>79604</u>		CUST # LKCNJL REG TOILET TISSUE	05/07/2014	05/27/2014	0.00	1,262.08
Vendor Number	Vendor Name	e				Total Vendor Amount
<u>JOHNDE</u>	JOHN DE LA V	/INA				350.00
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					05/21/2014	350.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	yable Amount
<u>08-271</u>		CAUSE # 08-271 KENNY EVINK	05/06/2014	05/27/2014	0.00	350.00
Vendor Number	Vendor Name	e				Total Vendor Amount
FARPLA	JOHN DEERE	FINANCIAL				726.01
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					05/21/2014	726.01
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	yable Amount
<u>10326077</u>		CUST #99 FLOODLIGHT PHOTO CELL	05/07/2014	OS/27/2014	0.00	10.95
<u>10326108</u>		CUST # 99 11/32" NUT DRIVER	05/08/2014	05/27/2014	0.00	7.88
<u>10326115</u>		ACCT # 99 RING KEY REEL	05/08/2014	05/27/2014	0.00	10.99
<u>10326127</u>		#99 TRIMMER-PRUNER	05/08/2014	05/27/2014	0.00	599.99
<u>10326530</u>		CUST # 99 5PK 13W CFL BULB	05/15/2014	05/27/2014	0.00	75.96
<u>10326648</u>		#99 CHAIN SAW 12"	05/16/2014	05/27/2014	0.00	20.24
Vendor Number	Vendor Name	e				Total Vendor Amount
<u>JOHPAI</u>		ONS PAINT & BODY SHOP				380.80
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check	_				05/21/2014	380.80
Payable Num	iber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>12261</u>		PARTS FOR A 2007 DODGE CHARGER	05/09/2014	05/27/2014	0.00	380.80

Vendor Number JOSERW

Vendor Name

JOSHUA ALAN ERWIN

Payment Type

Payment Number

Check

14-050

<u>13-144</u>

Payable Number Description CAUSE # 13-144 ADAM SALAR

Vendor Number Vendor Name

CAUSE # 14-050 KENNETH MODISETTE

LARROB LARRY E ROBERSON

Payment Type Check

Payment Number

Payable Number

Description

51914

EXPENSE REPORT FOR

4/14 - S/16/14

Payable Date **Due Date** 04/28/2014 05/27/2014

Payable Date

OS/19/2014

04/21/2014 05/27/2014

Due Date

05/27/2014

0.00 0.00

Payment Date

Payment Date

Discount Amount Payable Amount

05/21/2014

730.40 150.00 **Total Vendor Amount**

256.93

Total Vendor Amount

Payment Amount

880.40

Payment Amount 256.93

05/21/2014 Discount Amount Payable Amount

0.00 256.93

Payment Register APPKT00196 - 5/27/14 A/P check run Vendor Number **Vendor Name Total Vendor Amount** BARDEN LAW OFFICE OF BART DENUM 400.00 Payment Type **Payment Number** Payment Date Payment Amount Check 05/21/2014 400.00 Description Payable Date **Due Date** Discount Amount Payable Amount Payable Number CAUSE #2013-009 ADRIAN DELEON 2013-009 04/22/2014 05/27/2014 0.00 400.00 Vendor Number **Vendor Name Total Vendor Amount** THOLEO LEON TRANSLATIONS, INC. 450.00 Payment Type **Payment Number Payment Date Payment Amount** Check 05/21/2014 450.00 Payable Number Description Discount Amount Payable Amount Payable Date **Due Date** 13581 PLEA & SENTENCING HEARING CASE: MARIO MORENO A 05/05/2014 05/27/2014 0.00 225.00 13598 PROTECTIVE ORDER HEARING BEFORE JUDGE BLOMERTH 05/08/2014 05/27/2014 0.00 225.00 **Vendor Name** Vendor Number **Total Vendor Amount LEXINE** LEXISNEXIS 45.00 **Payment Type Payment Number Payment Date Payment Amount**

Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 1404493953 ACCT # 1611MH APRIL 2014 04/30/2014 05/27/2014 45.00 0.00 Vendor Number Vendor Name **Total Vendor Amount** LIVFEE LIVENGOOD FEED STORE 86.25 **Payment Type Payment Number Payment Date Payment Amount** Check 05/21/2014 86.25

Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount

LOINV000081985 CUST ACCT # 1C250 RANGE CUBE, PELLETS 05/05/2014 05/27/2014 0.00 86.25

Vendor Number **Vendor Name Total Vendor Amount** LOCKHART MOTOR CO., INC. LOCMOT 169,63 Payment Type **Payment Number Payment Date** Payment Amount Check 05/21/2014 169.63 Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount T36712 CUST # 3810 SOLENOID ASY 05/07/2014 05/27/2014 0.00 53.13 T36743 CUST # 3810 GASKET 05/13/2014 05/27/2014 0.00 5.76 CUST # 3810 KIT T36757 05/14/2014 05/27/2014 0.00 34.98 T36761 CUST # 3810 OIL FILTER 05/14/2014 05/27/2014 0.00 18.00

Vendor Number Vendor Name **Total Vendor Amount** LOWE'S LOWE'S COMPANIES, INC. 124.67

05/16/2014

05/27/2014

CUST # 3810 SOLENOID ASY

Payment Type **Payment Number Payment Date Payment Amount** Check 05/21/2014 124.67 Payable Number Description Payable Date Discount Amount Payable Amount **Due Date** 5-1/2 IN CLAMP LIGHT 04/28/2014 14487 05/27/2014 0.00 89.21

PEA GRAVEL 46005 04/21/2014 05/27/2014 35.46 0.00 Vendor Number Vendor Name **Total Vendor Amount**

MEDWHO MEDICAL WHOLSALE, INC. 461.74 **Payment Type Payment Number Payment Date Payment Amount** Check 05/21/2014 461.74 Payable Number Description Pavable Date **Due Date** Discount Amount Payable Amount

0396467-IN CUST #0004666 SKIN PREP 54/8X 04/15/2014 05/27/2014 0.00 461.74

Vendor Number Vendor Name **Total Vendor Amount** MEMPHIS NET AND TWINE MEMNET 67.92 Payment Type **Payment Number Payment Date Payment Amount**

Check 05/21/2014 67.92 Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 51214 MONO GILL NET, (702a) #12, 1-3/4" SQ., 3-1/2" 05/12/2014 05/27/2014 0.00 67.92

T36775

Check

05/21/2014

0.00

45.00

57.76

Payment Register					APPKT00196 - 5/27/14 A/P check run
Vendor Number	Vendor Name				Total Vendor Amount
MICMAR	MICHAEL A. N				600.00
Payment Type Check	Payment Nun	nber			Payment Date Payment Amount 05/21/2014 600.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
14-066		CAUSE #14-066 ISAEL RUIZ	05/05/2014	05/27/2014	0.00 300.00
2014-087		CAUSE #2014-087 BRYAN JAMAL HARRISON	05/05/2014	05/27/2014	0.00 300.00
Vendor Number	Vendor Name	2			Total Vendor Amount
<u>MICHSH</u>	MICHAEL CHA	ARLES SHULMAN			1,819.44
Payment Type Check	Payment Nun	nber			Payment Date Payment Amount 05/21/2014 1,819.44
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>12-FL-335</u>		CAUSE # 12-FL-335 L.M. (A CHILD)	05/14/2014	05/27/2014	0.00 1,819.44
Vendor Number	Vendor Name	2			Total Vendor Amount
MILUNI	MILLER UNIFO	DRMS & EMBLEMS, INC.			495.00
Payment Type Check	Payment Nun	nber			Payment Date Payment Amount 05/21/2014 495.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>539855</u>		CUSTOM SHOULDER PATCHES	04/08/2014	05/27/2014	0.00 495.00
Vendor Number	Vendor Name	1			Total Vendor Amount
MORTRU	MORPHOTRUS	STUSA			1,405.00
Payment Type Check	Payment Num	nber			Payment Date Payment Amount 05/21/2014 1,405.00
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>80658</u>		CUST # BD-50303 ANNUAL MAINT 6/1/14-5/31/15	05/07/2014	05/27/2014	0.00 1,405.00
Vendor Number	Vendor Name				Total Vendor Amount
NATFOW	NATALIE FOW	LER			450.00
Payment Type Check	Payment Nun	nber			Payment Date Payment Amount 05/21/2014 450.00
Payable Num	ıber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>09-045</u>		CAUSE #09-045 LOUIS MICHAEL RODRIGUEZ	04/22/2014	05/27/2014	0.00 450.00
Vendor Number	Vendor Name				Total Vendor Amount
NOVMOR	NOVERT A. MO				450.00
Payment Type Check	Payment Num	nber			Payment Date Payment Amount 05/21/2014 450.00
Payable Num	ıber	Description	Payable Date	Due Date	Discount Amount Payable Amount
CR08-068		CAUSE # CR08-068 PAUL SMOTHERS	05/07/2014	05/27/2014	0.00 450.00
Vendor Number	Vendor Name				Total Vendor Amount
<u>OBAFUN</u>		JNERAL HOME			1,050.00
Payment Type Check	Payment Num	nber			Payment Date Payment Amount 05/21/2014 1,050.00
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount

WILLIAM BANKS, II DOD 3/26/14 03/26/2014 05/27/2014 0.00 350.00 WILLIAM BROWN, DOD 4/21/14 04/21/2014 05/27/2014 0.00 350.00

<u>32614</u> <u>42114</u> FUNERAL AGREEMENT: LLOYD KOENIG <u>4814</u> DOD 4/08/14 04/08/2014 05/27/2014 0.00 350.00 **Vendor Number** Vendor Name **Total Vendor Amount**

OFFIDE OFFICE DEPOT 591.70 Payment Type **Payment Number Payment Date Payment Amount** Check 05/21/2014 591.70 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 708362952001 ACCT # 43682634 INK, DELL SERIES 5, SY, BLACK 05/07/2014 05/27/2014 171.87 0.00 708659481001 ACCT # 43682634 PAPER, COPY 05/09/2014 05/27/2014 0.00 173.94 7100645848001 ACCT # 43682634 PEN, ROFILE, PM, BOLD, DZ, BL 04/25/2014 05/27/2014 0.00 152.92 ACCT # 43682634 6 1/4" X 3 1/8" (#8) PRE-WI 710645720001 04/26/2014 05/27/2014 0.00 82.99

Payment Register					APPKT00196 - 5/	27/14 A/P check run
<u>7106458470</u>	<u>01</u>	ACCT # 43682634 PEN, BP,. 7MM, SS, BLK,BLK, 2/P	04/25/2014	05/27/2014	0.00	9.98
Vendor Number ONCALL	Vendor Name	: ILE VETERINARY SER V ICES				Total Vendor Amount 340.30
Payment Type	Payment Num	ber			Payment Date	Payment Amount
Check					05/21/2014	340.30
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	
008623		BAY TB, SORREL TB	04/05/2014	05/27/2014	0.00	178.50
<u>010416</u>		BLACK COW	04/07/2014	05/27/2014	0.00	53.00
<u>010417</u>		BLACK COW, BAY TB, RED ROAN, SORREL MARE COGGINS	04/13/2014	05/27/2014	0.00	108.80
Vendor Number	Vendor Name					Total Vendor Amount
PATMAR		RAFFIC PROD. OF TX INC			•	6,675.35
Payment Type Check	Payment Num	ber			Payment Date 05/21/2014	Payment Amount 6,675.35
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
004536		CUST # 00C1056 30" DIA ALUM BLANK .080	05/08/2014	05/27/2014	0.00	6,675.35
Vendor Number	Vendor Name					Total Vendor Amount
<u>PAUEVA</u>	PAUL MATTHE	W EVANS				6,751.48
Payment Type	Payment Num	ber			Payment Date	Payment Amount
Check					05/21/2014	6,751.48
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>12-102 1</u>		CAUSE #12-102 MAYRA MORA	04/15/2014	05/27/2014	0.00	1,297.40
<u>13-178_1</u>		CAUSE #13-178 MARK TORRES	04/15/2014	05/27/2014	0.00	5,454.08
Vendor Number <u>PETTRA</u>	Vendor Name PETROLEUM T	RADERS CORPORATION				Total Vendor Amount 8,274.08
Payment Type Check	Payment Num	ber			Payment Date 05/21/2014	Payment Amount 8,274.08
Payable Num	ıber	Description	Payable Date	Due Date	Discount Amount Pa	•
776465		ACCT #990644/1 ULTRA LOW SULFUR #2 DIESEL LOW EN	•	05/27/2014	0.00	8,274.08
Vendor Number PFGTEM	Vendor Name					Total Vendor Amount 4,201,31
Payment Type	Payment Num	ber			Payment Date	Payment Amount
Check	•				05/21/2014	4,201.31
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
7684817		cust # 435577 DRY GROCERY, FROZEN	04/29/2014	05/27/2014	0.00	1,153.18
<u>7687822</u>		CUST # 435577 DRY GROCERY, REFRIGERATED, FROZEN	05/02/2014	05/27/2014	0.00	1,672.36
<u>7690639</u>		CUST # 435577 DRY GROCERY, FROZEN	05/06/2014	05/27/2014	0.00	1,375.77
Vendor Number	Vendor Name					Total Vendor Amount
PRISOL	PRINTING SOLI					569.54
Payment Type	Payment Num	ber			Payment Date	Payment Amount
Check	. L	Description.			05/21/2014	569.54
Payable Num	ıner	Description 2 BART PRODERTY & EVIDENCE SHEET FORMS	Payable Date	Due Date	Discount Amount Pa	•
<u>15597</u>		3 PART PROPERTY & EVIDENCE SHEET FORMS	04/10/2014	05/27/2014	0.00	315.54
<u>15692</u> 15725		BUSINESS CARDS - DELFINO SANCHEZ DARLA LAW ENVELOPES	04/25/2014	05/27/2014 05/27/2014	0.00	60.00
13/23		DANICA LAVV ENVELOPES	05/08/2014	05/27/2014	0.00	194.00
Vendor Number	Vendor Name	SA 11.0				Total Vendor Amount
PTSAME Payment Type	PTS OF AMERIC Payment Num	·			Daymant Date	484.80
rayment Type	r ayment Num	MCI			Payment Date	Payment Amount

CUST #26 PASSENGER ID#92996 JIMENEZ, ELSA SILVAS 04/29/2014

Payable Number

Check

<u>84100</u>

484.80

484.80

05/21/2014

Payable Date Due Date

05/27/2014

Discount Amount Payable Amount

0.00

Payn	ent	Reg	ister
		.,~6	

Payment Date Payment Amount

Total Vendor Amount

200.00

Vendor Number PITPOS Payment Type **Vendor Name PURCHASE POWER**

Payment Number

Check

Payable Number Description

ACCT #8000-9090-0465-5093 4/15 & 4/30/14 21423092861 APRIL

Payable Date **Due Date** 05/08/2014 05/27/2014

Payable Date

05/05/2014

04/28/2014

Pavable Date

Payable Date

Payable Date

05/09/2014

05/12/2014

Pavable Date

04/16/2014

05/14/2014

05/05/2014

Discount Amount Payable Amount

200.00

678.78

678.78

05/21/2014

Payment Date

05/21/2014

0.00

Payment Amount

150.98

277.11

119.96

22.97

59.99

200.00

Vendor Number **Vendor Name Total Vendor Amount**

QUICOR **QUILL CORPORATION**

Payment Type **Payment Number**

Check Payable Number Description 2588148 ACCT # C4881802 PNY 128 GB TURBO USB 3.0

2596804 ACCT # C4881802 CELEBRATION CORN KETTLE FLAVOR 2597240 ACCT # C3400806 QB MULTI PURPOSE PAPER 2602986 ACCT # C4881802 9 VOLT BATTERY CHARGER 2666496 ACCT #C4881802 MY PASSPORT ULTRA BLACK 500GB

2680930 ACCT #C4881802 FOLDER, INDEX ITR, AST 2680930 A PEN, BPT, PWRTNK RT, BE

2703858 ACCT # C4881802 UNI-BALL GEL IMPACK TR

Payable Date **Due Date** Discount Amount Payable Amount 04/30/2014 05/27/2014 0.00 04/30/2014 05/27/2014 0.0004/30/2014 05/27/2014 0.0005/27/2014 0.00 04/30/2014 05/02/2014 05/27/2014 0.00 04/30/2014 05/27/2014 0.00

Due Date

05/27/2014

05/27/2014

Due Date

Due Date

OS/27/2014

05/27/2014

Due Date

05/27/2014

05/27/2014

53.30 05/07/2014 05/07/2014 0.00 -34.32 05/05/2014 05/27/2014 0.00 28.79

Vendor Number RAPHER

Vendor Name

RAPHAEL HERNANDEZ

Payment Number

Payment Type Check

> Payable Number Description 12-001 CAUSE # 12-001 MARSO MORENO ALEMRADO 13-224 CAUSE # 13-224 ESTEFAN FLORES

Vendor Number **Vendor Name**

IKONOF RICOH USA, INC. **Payment Number** Payment Type

Check

Pavable Number 92357102

Vendor Number Vendor Name

RONDA LEHMAN <u>RONLEH</u> Payment Type **Payment Number**

Check Payable Number

Description 51414 CERTIFIED MAIL 5/13/14 4-H FASHION CONTEST

Description

ACCT #505575-1010175A14

Vendor Number **Vendor Name** SALFEE SALT FLAT FEED & NAPA

Payment Type **Payment Number** Check

> Payable Number Description 082341 # 27269 SOCKET SET SCREW SAE 082436 ACCT # 27269 LUCAS PWR STR STOP LK

Vendor Number **Vendor Name** SALGAR SALVADOR GARCIA

> Payment Type **Payment Number** Check

Pavable Number Description

TX VS MICHAEL VELASQUEZ 41614

Total Vendor Amount 952.00

Payment Date Payment Amount 05/21/2014 952.00

Discount Amount Payable Amount 652.00 0.00 0.00 300.00

> **Total Vendor Amount** 706.00

Payment Date **Payment Amount**

05/21/2014

706.00

Due Date Discount Amount Payable Amount 05/27/2014 706.00 0.00

> **Total Vendor Amount** 7.61

Payment Date Payment Amount 05/21/2014 7.61

Discount Amount Payable Amount 0.00 7.61

Total Vendor Amount

25.76 Payment Date Payment Amount

05/21/2014 25.76 Discount Amount Payable Amount 0.00 2.27

0.00 23.49

> **Total Vendor Amount** 75.00

Payment Date Payment Amount 05/21/2014 75.00 Discount Amount Payable Amount

0.00 75.00

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05/21/2014

0.00

0.00

Payment Date

05/21/2014

05/21/2014

Discount Amount Payable Amount

0.00

05/21/2014

Vendor Number

Vendor Name

SANOBG

SAN MARCOS OB/GYN, PLLC

Payment Type

Payment Number

Check

Vendor Number

SCHSON

Payable Number

Description

CA06 KESHA MCDANIEL 19550.0

Description

CUST # 05-CALDCO ORDER # 0306231

COUNTY EXTENTION AGENT ANNUAL INSPECTION

DOB 2/15/1954

Vendor Name

SCHMIDT & SONS, INC

Check

Payment Type **Payment Number**

Payable Number

0306231-IN

Vendor Number

Vendor Name

SCHMIDT FIRE & SAFETY CO.

SCHFIR

Payment Type Payment Number Check

Payable Number Description

TAX OFFICE ANNUAL INSPECTION 011824 011825 MAINTANCE DEPT. ANNUAL INSPECTION 011826 FANNIN STREET ANNEX ANNUAL INSPECTION

011844 COURTHOUSE ANNUAL INSPECTION 011845 JUSTICE CENTER ANNUAL INSPECTONS

011846 DISTRICT RESOURCE CENTER ANNUAL INSPECTION, HYC 05/06/2014 PRECINCT #3 MAXWELL ANNUAL INSPECTIONS, MAINT, 05/06/2014 011847 **ENVIROMENTAL HEALTH ANNUAL INSPECTION** 011848 011849 SCOTT ANNEX ANNUAL INSPECTION, RECHARGE, MAIN 05/06/2014

011851 EMERGENCY MANAGEMENT ANNUAL INSPECTIONS 011852 **RED SHOW BARN** 011853 405 MARKET ST BLDG ANNUAL INSPECTIONS

PRECINCT #1 ANNUAL INSPECTION 011854 011855 PRECINCT #2 ANNUAL INSPECTION

Description

DELFINO SANCHEZ JR

Vendor Number Vendor Name SETRHC SETON EDGAR B. DAVIS HOSPITAL

Payment Type **Payment Number** Check

Payable Number

011850

227001

Vendor Number Vendor Name

SETON LKT FAMILY HEALTH CENTER SETCOL **Payment Number** Payment Type

Check Payable Number Description

ADM #075199 HANNAH A GARRETT DOB 11/01/89 <u> 265937</u> 274400 CHRISTINA LYLE DOB 5/08/1989

Vendor Number **SETHAY**

Vendor Name SETON MEDICAL CENTER HAYS

Payment Type **Payment Number** Check

Payable Number 8062732939

DIAZ, ENRIQUE DOB 01/01/1970 8062765462

Description

MARCHANHUERTA, HECTOR DOB 12/04/1976

04/06/2014 04/10/2014

Payable Date

Payable Date

02/25/2014

Payable Date

Payable Date

05/06/2014

05/06/2014

05/06/2014

05/16/2014

05/16/2014

05/06/2014

05/06/2014

05/06/2014

05/06/2014

05/06/2014

05/06/2014

05/06/2014

Payable Date

Payable Date

11/05/2013

04/08/2014

03/12/2014

05/05/2014

Due Date

Due Date

Due Date

05/27/2014

05/27/2014

05/27/2014

05/27/2014

05/27/2014

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05/27/2014

05/27/2014 05/27/2014

Due Date

0.00 0.00

Total Vendor Amount 1,797.95

63.00

Total Vendor Amount

63.00

Payment Amount

63.00

Payment Amount

1,797.95

05/21/2014 Discount Amount Payable Amount 0.00

1,797.95

Total Vendor Amount

520.00

Payment Amount

520.00

Discount Amount Payable Amount 12.00 67.00 50.00

78.00 44.00 73.00 29.00

0.00 3.00 0.00 0.00 111.00 0.00 3.00

0.00 32.00 6.00 0.00 0.00 6.00 0.00 3.00

Total Vendor Amount

3.00

40.00

Payment Date Payment Amount 05/21/2014 40.00

Discount Amount Payable Amount 0.00

40.00

Total Vendor Amount 144.75

Payment Date Payment Amount

144.75

Discount Amount Payable Amount 79.75 65.00

Total Vendor Amount

1,543.83

Payment Amount 1.543.83

Discount Amount Payable Amount 223.77

1,320.06

Payment	Register
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Vendor Number					APPK 100190 - 3/	/2//14 A/P cneck run
SMISUP	Vendor Nam	e .Y CO LOCKHART				Total Vendor Amount 457.25
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check		- 1.4			05/21/2014	457.25
Payable Num	per	Description	Payable Date	Due Date	Discount Amount P	•
609180 600330		BREAKER 20AMP 1-P SQ-D QO120CP	04/24/2014	05/27/2014	0.00	10.50
609220		GANGABLE BOX W/KO 2.5" CDIW025	04/24/2014	05/27/2014	0.00	26.00
609294		WELD WIRE 1X2X48" PER FT-CUT	04/25/2014	05/27/2014	0.00	22.65
609598		PRUNING SHEAR 3/4" PREMIUM	04/28/2014	05/27/2014	0.00	38.40
<u>610217</u>		ERASER WEED & GRASS KILLER	05/02/2014	05/27/2014	0.00	19.95
<u>611452</u>		BLACK PVC BOOTS SZ 9	05/13/2014	05/24/2014	0.00	35.90
<u>611455</u>		LIGHT BAR-SOFT WHITE 60W	05/13/2014	05/27/2014	0.00	5.90
<u>611597</u> <u>611698</u>		DUPLEX RECPT WP MS UB WT	05/14/2014	05/27/2014	0.00	136.50
		THRIFT DRAIN CLEANER	05/15/2014	05/27/2014	0.00	23.00
<u>611715</u> <u>612168</u>		HOSE HIGH PRESSURE 3/8" TOILET TANK FILL VALVE	05/15/2014 05/19/2014	05/27/2014 05/27/2014	0.00 0.00	127.95 10.50
Vendor Number	Vendor Name	a				Total Vendor Amount
SMILUL		Y COLULING				189.95
Payment Type	Payment Nur				Payment Date	Payment Amount
Check	r ayment war	iibei			05/21/2014	189.95
Payable Numl	her	Description	Payable Date	Due Date	Discount Amount Pa	
<u>16036</u>	3 C1	SQUARE STORAGE TANK 275 GAL	04/08/2014	05/27/2014	0.00	189.95
Vendor Number	Vendor Name	2				Total Vendor Amount
STCJCA		COUNTY JUDGES' & COMM. ASSC				230.00
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check		B. A. Maria			05/21/2014	230.00
Payable Numl <u>51414</u>	ber	Description NETO MADRIGAL 80TH ANNUAL CONF 6/9-12/14	Payable Date 05/14/2014	Due Date 05/27/2014	Discount Amount Page 0.00	230.00
Vendor Number	Vendor Name	2				Total Vendor Amount
STEBRA	STEINBOMER	, BRAMWELL VRAZEL ARCHITECTS				9,935.10
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check					05/21/2014	9,935.10
Payable Numl	ber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
23235		SERVICES THROUGH APRIL 21, 2014	05/19/2014	05/27/2014	0.00	9,935.10
Vendor Number	Vendor Name	2				Total Vendor Amount
STEHOL	STEPHEN HOL	_MAN				1,350.00
Payment Type Check	Payment Nur	nber			Payment Date 05/21/2014	Payment Amount 1,350.00
Payable Numl	ber	Description	Payable Date	Due Date	Discount Amount Pa	·
<u>10-1126</u>		CASE #10-1126 RODRIGUEZ, YVETTE MARIE	02/19/2014	05/27/2014	0.00	50.00
10-1258		CASE #10-1258 CHAIREZ, ASHLEY NICOLE	02/20/2014	05/27/2014	0.00	50.00
11-1264		CASE #11-1264 BERNAL, ANGELICA	02/19/2014	05/27/2014	0.00	50.00
12-0325		CASE # 12-0325 VEGA, AMANDA MARIE	03/04/2014	05/27/2014	0.00	50.00
12-0325A		CASE #12-0325A VEGA, AMANDA MARIE	03/04/2014	05/27/2014	0.00	50.00
12-0326		CASE #12-0326 VEGA, AMANDA MARIE	03/04/2014	05/27/2014	0.00	50.00
12-0909		CASE #12-0909 GARZA, MIGUEL ANGEL	01/30/2014	05/27/2014	0.00	50.00
42 2222		CASE #12-0909A GARZA, MIGUEL ANGEL	01/30/2014	05/27/2014	0.00	50.00
<u>12-0909A</u>		CASE # 12-0910 GARZA, MIGUEL ANGEL	01/30/2014	05/27/2014	0.00	50.00
<u>12-0909A</u> <u>12-0910</u>		CASE # 12-1693A BERNAL JENNIFER	08/28/2013	05/27/2014	0.00	50.00
			02/25/2014	05/27/2014	0.00	50.00
<u>12-0910</u>		CASE #12-1766 FRANKS, CAROLYN JARVIS	02/23/2014			
<u>12-0910</u> <u>12-1693A</u>		CASE #12-1766 FRANKS, CAROLYN JARVIS CASE #12-1766A FRANKS, CAROLYN JARVIS	02/18/2014	05/27/2014	0.00	50.00
12-0910 12-1693A 12-1766		•		05/27/2014 05/27/2014	0.00 0.00	50.00 50.00
<u>12-0910</u> <u>12-1693A</u> <u>12-1766</u> <u>12-1766</u> A		CASE #12-1766A FRANKS, CAROLYN JARVIS	02/18/2014			
12-0910 12-1693A 12-1766 12-1766A 13-0432		CASE #12-1766A FRANKS, CAROLYN JARVIS CASE #13-0432 PEHL, JOY LYNN	02/18/2014 02/25/2014	05/27/2014	0.00	50.00
12-0910 12-1693A 12-1766 12-1766A 13-0432 13-0577		CASE #12-1766A FRANKS, CAROLYN JARVIS CASE #13-0432 PEHL, JOY LYNN CASE # 13-0577 ENKE, HOLLY DANAE	02/18/2014 02/25/2014 02/20/2014	05/27/2014 05/27/2014	0.00 0.00	50.00 50.00
12-0910 12-1693A 12-1766 12-1766A 13-0432 13-0577		CASE #12-1766A FRANKS, CAROLYN JARVIS CASE #13-0432 PEHL, JOY LYNN CASE # 13-0577 ENKE, HOLLY DANAE CASE #13-0577A ENKE, HOLLY DANAE	02/18/2014 02/25/2014 02/20/2014 02/20/2014	05/27/2014 05/27/2014 05/27/2014	0.00 0.00 0.00	50.00 50.00 50.00
12-0910 12-1693A 12-1766 12-1766A 13-0432 13-0577 13-0577A		CASE #12-1766A FRANKS, CAROLYN JARVIS CASE #13-0432 PEHL, JOY LYNN CASE # 13-0577 ENKE, HOLLY DANAE CASE #13-0577A ENKE, HOLLY DANAE CASE # 13-0580 MCCUEN, JORDAN ANTHONY ARTHUR	02/18/2014 02/25/2014 02/20/2014 02/20/2014 02/25/2014	05/27/2014 05/27/2014 05/27/2014 05/27/2014	0.00 0.00 0.00 0.00	50.00 50.00 50.00 50.00

Payment Register					APPKT00196 - 5/	27/14 A/P check run
13-1341		CASE #13-1341 CAIN, BRITTNEY NICOLE	10/31/2013	05/27/2014	0.00	50.00
13-1341A		CASE # 13-1341A CAIN, BRITTNEY NICOLE	02/14/2014	05/27/2014	0.00	50.00
13-1357		CASE #13-1357 ADRIAN D CONTRERAS	05/14/2014	05/27/2014	0.00	50.00
13-1357A		CASE # 13-1357A TX VS ADRIAN D CONTRERAS	03/26/2014	05/27/2014	0.00	50.00
13-1389		CASE #13-1357A TX VS ADMAN D CONTRERAS	05/14/2014	05/27/2014	0.00	50.00
<u>13-1389</u> 13-1389A		CASE # 13-1389A ADRIAN D. CONTRERAS		05/27/2014		
			05/14/2014		0.00	50.00
<u>13-1480</u>		CASE #13-1480 BORAK, JAMES A	02/18/2014	05/27/2014	0.00	50.00
<u>13-1480A</u>		CASE #13-1480A BORAK, JAMES H	02/18/2014	05/27/2014	0.00	50.00
Vendor Number	Vendor Name					Total Vendor Amount
SWAGIT		DUCTIONS, LLC				750.00
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	750.00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>4455</u>		ACCT #2K130701CC VIDEO STREAMING SERVICES APRIL	04/30/2014	05/27/2014	0.00	750.00
Vendor Number	Vendor Name	2				Total Vendor Amount
<u>SYSCO</u>	SYSCO CENTR	AL TEXAS, INC				6,497.31
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	6.497.31
Payable Num	ıber	Description	Payable Date	Due Date	Discount Amount Pa	-,
<u>404301908</u>		CUST # 043430 DAIRY, MEATS, FROZEN, CAN & DRY	04/30/2014	05/27/2014	0.00	1,081.60
405022532	7	CUST # 043430 DAIRY, MEATS, POULTRY, CAN & DRY	05/02/2014	05/27/2014	0.00	2,126.02
405071921 2	_	CUST # 043430 DAIRY, MEATS, POULTRY, FROZEN	05/07/2014	05/27/2014	0.00	3,125.96
405071922 (CHEMICAL & JANITORIAL	05/07/2014	05/27/2014	0.00	163.73
4030/1322	2	CHEWICAL & JANTONIAL	03/07/2014	03/27/2014	0.00	105.75
Vendor Number	Vendor Name					Total Vendor Amount
TXAGFI		JLTURAL FINANCE AUTHORITY				260.00
Payment Type	Payment Nun	nper			Payment Date	•
Check					05/21/2014	260.00
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>50814</u>		FARM TAGS ISSUED APRIL 2014	05/08/2014	05/27/2014	0.00	260.00
Vendor Number	Vendor Name					Total Vendor Amount
TXAGEXT		FE EXTENTION SERVICES				40.00
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	40.00
Payable Num	iber	Description	Payable Date	Due Date	Discount Amount Pa	iyable Amount
<u>51414</u>		ANALYSIS SUITE	05/14/2014	05/27/2014	0.00	40.00
Vendor Number	Vendor Name	3				Total Vendor Amount
<u>TEXVITST</u>	TEXAS DEPT.C	OF STATE HEALTH SERVICES				20.13
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					05/21/2014	20.13
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Pa	yable Amount
<u>19634A</u>		CREDIT TO INVOICE 19634	04/10/2014	04/10/2014	0.00	-16.47
<u>20844</u>		ACCT #17460016318 007 APRIL 2014	05/01/2014	05/27/2014	0.00	36.60
Vendor Number	Vendor Name	}				Total Vendor Amount
LULNEW		IEWSBOY & SIGNAL				90.00
Payment Type	Payment Nun				Payment Date	Payment Amount
Check		·· ·········			05/21/2014	90.00
Payable Num	har	Description	Payable Date	Due Date		
50114	.P.C.I	5/01/14 - 5/01/15	Payable Date 05/01/2014	Due Date 05/27/2014	Discount Amount Pa 0.00	38.00
50814 50814		5/1 & 5/8/14 ROAD NAME CHANGE	05/01/2014	05/27/2014	0.00	52.00
Vander North	Vonder Nee					Tabliford of the control of
Vendor Number <u>TIFBAR</u>	Vendor Name TIFFANY BART					Total Vendor Amount 5,306.00
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check	-				05/21/2014	5,306.00
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount Pa	·
<u>12-FL-320</u>		CAUSE # 12-FL-320 AGUIRRE	05/15/2014	05/27/2014	0.00	518.00

Payment Register					APPKT00196 - 5/	27/14 A/P check run
13-FL-145 2	1	CAUSE #13-FL-145 NOAMI HAYES	05/15/2014	05/27/2014	0.00	4,340.00
<u>13-FL-243</u> 1		CAUSE #13-FL-243 TOKOLA	05/02/2014	05/27/2014	0.00	448.00
Vendor Number TOMBON	Vendor Name	•				Total Vendor Amount 179.20
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					05/21/2014	179.20
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>50814</u>		MAY 1ST, 6TH, 7TH 2014	05/08/2014	05/27/2014	0.00	124.32
<u>51614</u>		CAPCOG, LULING FOUNDATION FARM TRAVEL EXPENSE	05/16/2014	05/27/2014	0.00	54.88
Vendor Number	Vendor Name					Total Vendor Amount
TYLTEC	TYLER TECHNO	· ·				357.50
Payment Type	Payment Num	nber			Payment Date	•
Check					05/21/2014	357.50
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Pa	•
025-94690		CUST #47804 APR 23 EAGLE RECORDER TESTING	04/30/2014	05/27/2014	0.00	137.50
<u>025-95108</u>		CUST #47804 APR 28 2014 STAGING-R EAGLE RECORDER	05/07/2014	05/27/2014	0.00	220.00
Vendor Number	Vendor Name					Total Vendor Amount
UNIFIR	UNIFIRST COR					578.25
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check Payable Nur	mhar	Description	Daughla Data	Due Date	05/21/2014 Discount Amount Pr	578.25
822 1623204		CUST # 222727 SHERIFF'S OFFICE	Payable Date 04/18/2014	05/27/2014	0.00	70.30
822 1627120 822 1627120	_	CUST # 222727 SHERIFF'S OFFICE	05/02/2014	05/27/2014	0.00	70.30
822 1627 4 80	_	CUST #222727 SHEKIT 3 OFFICE CUST #222727 PRCT #2	05/05/2014	05/27/2014	0.00	30.35
822 162910 <u>5</u>	_	CUST # 822 1629105 SHERIFF'S	05/09/2014	05/27/2014	0.00	70.30
822 1629178	_	CUST # 222727 COURT HOUSE	05/09/2014	05/27/2014	0.00	138.15
822 162945		CUST #222727 PRCT #2	05/12/2014	05/27/2014	0.00	30.35
822 1631158	-	CUST # 222727 COURT HOUSE	05/16/2014	05/27/2014	0.00	138.15
822 1631442	2	CUST # 222727 PRCT #2	05/19/2014	05/27/2014	0.00	30.35
Vendor Number	Vendor Name					Total Vendor Amount
VEREQU	VERMEER TEX					424.04
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check	-				05/21/2014	424.04
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Pa	yable Amount
<u> A87148</u>		CUST # 13505 SWITCH-M E404	04/29/2014	05/27/2014	0.00	22.83
<u> A87202</u>		CUST #13505 APPLY TO A86962	04/29/2014	04/29/2014	0.00	-61.99
<u>A87233</u>		CUST # 13505 PUMP LIFT	05/01/2014	05/27/2014	0.00	144.24
<u>A87452</u>		CUST # 13505 VE 157697009	05/14/2014	05/27/2014	0.00	318.96
Vendor Number	Vendor Name					Total Vendor Amount
VICBRO	VICTORIA D. B	ROWN				300.00
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					05/21/2014	300.00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>2012-187</u>		CAUSE # 2012-187 JACOB ALEX BRIEN	05/06/2014	05/27/2014	0.00	300.00
Vendor Number	Vendor Name					Total Vendor Amount
WALMAR	WALMART COMMUNITY/GECRB					66.42
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					05/21/2014	66.42
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount Pa	•
<u>04089</u> 04510		ACCT # 6032-2020-0041-2990 ACCT #6032-2020-0041-2990 LIPC-A	05/09/2014 05/02/2014	05/27/2014 05/27/2014	0.00	26.93 39.49
U45 III		ACC. 1 #0U37-7U7U-UU41-799U - UPC-A	U5/U///U14	U7///////	[7:11]	39.49

05/02/2014

05/27/2014

0.00

<u>04510</u>

ACCT #6032-2020-0041-2990 UPC-A

39.49

Payment Register

APPKT00196 - 5/27/14 A/P check run

Vendor Number

Vendor Name

WESGRO

WEST GROUP PAYMENT CENTER

Total Vendor Amount 851.00

Payment Type

Check

Payment Number

Payable Number Description

ACCT #1000732986 APRIL 2014 829470150 829488119 ACCT # 1003315797 APRIL 2014 05/21/2014

Payment Date Payment Amount

0.00

851.00

685.00

Total Vendor Amount

Discount Amount Payable Amount 0.00 166.00

Vendor Number

Vendor Name

WILLHO

WILLARD G. HOLGATE **Payment Number**

Payment Type Check

Payable Number

Description

13-091

CAUSE # 13-091 CHRISTA LATOYA LEOS

Payment Date Payment Amount

1,380.10

05/21/2014 1,380.10

Discount Amount Payable Amount 0.00 1,380.10

Vendor Name

Total Vendor Amount

WILRIG **Payment Type**

Vendor Number

WILSON RIGGIN **Payment Number**

227.25 **Payment Date Payment Amount**

Check 05/21/2014 227.25 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 79704 1 SGD-20AMP BRAKER 04/24/2014 05/27/2014 0.00 5.29 79764 1 GAL CONIZON BROWN STAIN 04/29/2014 05/27/2014 0.00 64.90 79841 EYE HOOK 05/01/2014 05/27/2014 0.00 3.64 80010 **PULL CHAIN SOCKETS** 05/08/2014 05/27/2014 0.00 10.19 0.00 80011 PORCELAIN FIXTURES 05/08/2014 05/27/2014 3.78 80044 **BUG FOGGER** 05/16/2014 05/27/2014 0.00 65.67 20 AMP PLUG, CONNECTOR, LIGHT BULBS 05/27/2014 0.00 73,78 80051 05/15/2014

Payable Date

05/01/2014

05/01/2014

Payable Date

04/16/2014

Due Date

05/27/2014

05/27/2014

Due Date

05/27/2014

Payment Summary

		Payable	Payment		
Type		Count	Count	Discount	Payment
Check		283	107	0.00	136,414.15
	Packet Totals:	283	107	0.00	136,414.15

Payment Register

APPKT00196 - 5/27/14 A/P check run

Cash Fund Summary

Fund 999 Name

POOLED CASH

Amount

Packet Totals:

-136,414.15 -136,414.15 B.

CALDWELL COUNTY COMMISSIONERS COURT MINUTES

Lockhart City Council Room at the Glosserman Room, 308 West San Antonio Street, Lockhart, Texas Regular Meeting May 19, 2014 9:00 a.m.



TOM D. BONN County Judge CAROL HOLCOMB County Clerk

ALFREDO MUÑOZ Commissioner Pct. 1
FRED F. BUCHHOLTZ Commissioner Pct. 2
NETO MADRIGAL Commissioner Pct. 3
JOE IVAN ROLAND Commissioner Pct. 4

Call Meeting to order.

- **2014.05.19.01 Invocation.** Lockhart Ministry Alliance. Commissioner Madrigal opened the meeting with prayer.
- **2014.05.19.02** Pledge of Allegiance to the Flags. (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible). Judge Bonn led those present in the Pledge to both Flags.
- 2014.05.19.03 Announcements: Items or comments from Court Members or Staff.

 Judge Bonn explains the process that will be used for mail and package delivery when the County is moved to the Judicial Center. Commissioner Roland announced the fund raiser for replacing the roof on George Washington Carver High School that is no longer used. They will have a golf tournament at Quail Creek. He will have the details if needed.
- 2014.05.19.04 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, the balance of comments will continue as the last agenda item of the day). No Comments
- **2014.05.19.05 Consent Agenda.** (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).
 - **A.** To approve Commissioners Court Minutes for May 12th, 2014. Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to approve Consent Agenda with change of order that was discussed. All Voting "Aye"

2014.05.19.06 Reports.

Federal Inmate Report – Larry Roberson County Auditor Larry Roberson gave the Federal Inmate Report. Judge Bonn and Chief Deputy David Brent discussed the process of Federal Inmate Housing in

Caldwell County and the need of jailers required to house them.

COMMISSIONERS COURT MINUTES Regular Meeting on May 19, 2014

General Fund Operating Statement – Larry Roberson County Auditor Larry Roberson gave the General Fund Operating Statement.

Sales Tax Report – Larry Roberson County Auditor Larry Roberson gave the Sales Tax Report ending April 31, 2014.

Tax Collection Report – Larry Roberson County Auditor Larry Roberson presented the Tax Collection Report.

Unit Road Systems Report – Dwight Jeffrey Unit Road Supervisor Dwight Jeffrey gave the Unit Road Systems Report for April 2014.

Veterans Officer Report – David Francis

Veterans Service Officer David Francis gave the report for April 2014. He spoke about the upcoming Memorial Day event next Monday at the Courthouse.

2014.05.19.07 Special Presentations. The Texas A&M AgriLIFE Extension Service, Caldwell County will be presenting the "Building a Better Texas Award" to the Commissioners Court of Caldwell County in recognition of our 100 year partnership between the Extension Service and our Judges and Commissioners Courts.

Michael Haynes and Clarissa Wilhelm presented the "Building a Better Texas Award" to the Commissioners Court of Caldwell County in recognition of the 100 year partnership between the Extension Service and our Judges and Commissioners Courts.

(ALL OTHER AGENDA ITEMS)

2014.05.19.08 Discussion/Action to resume the tours of the Caldwell County Courthouse and issue a key for Mr. Robert Brewer, who conducts the tours.

Robert Brewer explained the process of tours in the past. They are held on Saturdays from 12:00-2:00 p.m. He is retired and volunteers his time to show the Courthouse. Mr. Brewer volunteers with "Tour Lockhart" a subcommittee with the Lockhart Chamber. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to continue the Courthouse Tours. Mack will work with Lockhart Chamber of Commerce to prepare a contract and Mr. Brewer will check out a key on Fridays. All Voting "Aye"

2014.05.19.09 Discussion/Action regarding Burn Ban for Caldwell County.

Emergency Management Coordinator Martin Ritchey expressed concerns about the wind speeds and the moisture levels. He said the majority of the Fire Chiefs in the area said they would feel comfortable leaving the burn ban off at this time. Motion made by Commissioner Roland, second by Commissioner Buchholtz to leave the burn ban off at this time. All Voting "Aye"

COMMISSIONERS COURT MINUTES Regular Meeting on May 19, 2014

- 2014.05.19.10 Discussion/Action to approve cancellation of the June 9th, 2014
 Commissioners Court due to time constraints occurring because of Texas
 Association of County Judges and Commissioners annual conference.
 Motion made by Commissioner Madrigal, second by Commissioner Muñoz to approve cancellation of the June 9th, 2014 Commissioners Court due to time constraints occurring because of Texas Association of County Judges and Commissioners annual conference. All Voting "Aye"
- 2014.05.19.12 Discussion/Action to set a public hearing to increase the speed limit from 25 mph to 30 mph to meet the minimum speed limit requirement per state law for the following roads: Forister Ranch Drive, Hazelnut Cove, Hazelnut Drive, Maverick Drive, River Garden Terrace, Rosewood Drive, Still Meadow Cove, and Still Meadow Drive in the Forister Ranch Subdivision.
 Motion made by Commissioner Roland, second by Commissioner Muñoz to set a public hearing to increase the speed limit from 25 mph to 30 mph to meet the minimum speed limit requirement per state law for the following roads: Forister Ranch Drive, Hazelnut Cove, Hazelnut Drive, Maverick Drive, River Garden Terrace, Rosewood Drive, Still Meadow Cove, and Still Meadow Drive in the Forister Ranch Subdivision on Monday June 16, 2014 at 9:30 a.m. All Voting "Aye"
- **2014.05.19.11 Discussion/Action Discussion/Action** to approve allowing the County Auditor to pay necessary bills for June 9th, 2014 as a result of cancellation of the June 9th meeting because of time constraints for Texas Association of County Judges and Commissioners annual conference.

 Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve allowing the County Auditor to pay necessary bills for June 9th, 2014 as a result of cancellation of the June 9th meeting because of time constraints for Texas Association of County Judges and Commissioners annual conference. All Voting "Aye"
- 2014.05.19.13 Discussion concerning access to the civil attorney by Commissioners Court. Commissioner Madrigal was concerned with the accessibility to council for Commissioners Court. Necessity for legal support while compiling the agenda and agenda items is a priority. The D.A's office was understaffed for a short time but is now fully staffed. There will be a transitional period but Mack Harrison informs the Court that there will be someone available to them when needed. He lets them know that if a message is left, he will get back in a timely manner. Commissioner Roland said that Mack has been very helpful during this time.

Executive Session begins: 9:59 a.m.

2014.05.19.14 EXECUTIVE SESSION pursuant to 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" regarding the proposed revisions to the Caldwell County subdivision ordinance. No action will be taken in executive session.

COMMISSIONERS COURT MINUTES Regular Meeting on May 19, 2014

Executive Session ends: 10:23 a.m.

2014.05.19.15 Discussion/Action concerning revisions to the Caldwell County subdivision ordinance.

Motion made by Commissioner Roland, second by Commissioner Madrigal to change the Fee Schedule accompanying Caldwell County Development Ordinance as follows: Site Construction Permit (\$10K-\$1M Construction Cost) \$2,650.00 plus \$2.50/\$1,000 value for the cost above \$1,000,000. Floodplain Revision Consultant Review Fees plus 15%.

Roll Vote- Commissioner Muñoz-Yes, Commissioner Buchholtz-No, Commissioner Madrigal-Yes, Commissioner Roland-Yes, Judge Bonn-No. 3-Yes/ 2-No, Motion Passed

2014.05.19.16	Adjournment
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Motion made by Commissioner Roland, second by Commissioner Muñoz to Adjourn. All Voting "Aye"

TOM D. BONN,	County Judge

2014.05.27.06 Reports.

Building Maintenance Report – Curtis Weber

Emergency Management Report – Martin Ritchey

Environmental Investigator Report – Mike Bittner

Human Resources Report – Deborah Kortan

IT Report - Mark Hinnenkamp

Texas AgriLife Extension Service Report – Carissa Wilhelm/ Michael Haynes

Tina Lynch

From:

Curtis Weber <curtis.weber@co.caldwell.tx.us>

Sent:

Wednesday, May 14, 2014 1:26 PM

To:

Tina Lynch

Cc:

James Turner; j.roland60@yahoo.com

Subject:

Comm court report

In April of 2014 the maintenance department completed 10 electrical,

12 air-conditiong, 4 plumbing, 12 building maintenance,11 moving,

19 landscaping, and 28 miscellaneous work orders.

Curtis Weber 405 Market. St. Lockhart Tx,78644 # Cell 512-738-1508 # Fax 512-398=1837 curtis.weber@co.caldwell.tx.us

Martin Ritchey

From: Edwards, Shannon < Shannon. Edwards@dps.texas.gov>

Sent: Wednesday, May 21, 2014 9:40 AM

Subject: News Release: DPS Urges Texans to Prepare Early for Hurricane Season

This is forwarded to you by the State of Texas State Operations Center (SOC).



May 21, 2014 NEWS RELEASE

DPS Urges Texans to Prepare Early for Hurricane Season

AUSTIN – The Texas Department of Public Safety (DPS) is informing residents about the upcoming hurricane season and advising individuals to begin preparing now for any possible storms. Hurricane season begins June 1 and continues through Nov. 30.

"One of the best defenses against the destructive – and potentially deadly – power of a hurricane or tropical storm is early and adequate preparation, and Texans should start taking precautions now for the 2014 hurricane season," said DPS Director Steven McCraw. "Although residents living along the Texas coast are the most vulnerable, storms can disrupt and endanger the lives of residents throughout the state."

All Atlantic and Gulf of Mexico coastal areas are subject to hurricanes or tropical storms. Because the strongest winds in a hurricane are not located precisely at the center, it is possible for a storm to affect conditions over land even if landfall does not occur.

Hurricanes can cause catastrophic damage to coastlines and areas several hundred miles inland, and winds can exceed 155 miles per hour. In addition, hurricanes and tropical storms can also spawn tornadoes, create storm surges along the coast and cause extensive damage from flooding.

Here are several measures residents can take now to prepare for potential storms:

- Assemble an emergency kit that includes essential documents, supplies and provisions.
- Review hurricane evacuation maps, and select a route for you and your family.
- Plan how all family members and pets will evacuate safely.
- Consider any special needs for individuals with disabilities or the elderly.
- Stay informed about changing weather conditions in and around your area.

For more information on these tips and other ways to prepare for the 2014 hurricane season, please visit: www.texasprepares.org.



DISASTER NEWS

Economic Injury Loans for Small Businesses

Release Date: May 19, 2014 Media Contact: Richard Jenkins

Release Number: TX 13993-01 **Phone:** (916) 735-1500

SBA Economic Injury Disaster Loans Available to Texas Small Businesses

SACRAMENTO, Calif. – Small, nonfarm businesses in 67 Texas counties and neighboring counties in Oklahoma are now eligible to apply for low-interest federal disaster loans from the U. S. Small Business Administration (SBA). "These loans offset economic losses because of reduced revenues caused by the drought that began on May 6, 2014, in the following primary counties," announced Tanya N. Garfield, Director of SBA's Disaster Field Operations Center-West.

Primary Texas counties: Atascosa, Comal, Glasscock, Guadalupe, Hays, Howard, Jackson, Kaufman, Lavaca, Live Oak, Red River, Upton, Wharton and Williamson;

Neighboring Texas counties: Austin, Bastrop, Bee, Bell, Bexar, Blanco, Borden, Bowie, Brazoria, Burnet, Caldwell, Calhoun, Colorado, Crane, Crockett, Dallas, Dawson, Delta, DeWitt, Duval, Ector, Ellis, Fayette, Fort Bend, Franklin, Frio, Gonzales, Henderson, Hunt, Jim Wells, Karnes, Kendall, La Salle, Lamar, Lee, Martin, Matagorda, McMullen, Medina, Midland, Milam, Mitchell, Morris, Reagan, Rockwall, San Patricio, Scurry, Sterling, Titus, Travis, Van Zandt, Victoria and Wilson;

Neighboring Oklahoma counties: Choctaw and McCurtain.

"SBA eligibility covers both the economic impacts on businesses dependent on farmers and ranchers that have suffered agricultural production losses caused by the disaster and businesses directly impacted by the disaster," Garfield said.

Small, nonfarm businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private, nonprofit organizations of any size may qualify for Economic Injury Disaster Loans (EIDLs) of up to \$2 million to help meet financial obligations and operating expenses which could have been met had the disaster not occurred.

"Eligibility for these loans is based on the financial impact of the disaster only and not on any actual property damage. These loans have an interest rate of 4% for businesses and 2.625% for private, nonprofit organizations, a maximum term of 30 years, and are available to small businesses and most private, nonprofits without the financial ability to offset the adverse impact without hardship," Garfield said.

By law, SBA makes EIDLs available when the U. S. Secretary of Agriculture designates an agricultural disaster. Secretary Tom Vilsack declared this disaster on May 14, 2014.

Businesses primarily engaged in farming or ranching are not eligible for SBA disaster assistance. Agricultural enterprises should contact the Farm Services Agency (FSA) about the U. S. Department of Agriculture (USDA) assistance made available by the Secretary's declaration. However, in drought disasters nurseries are eligible for SBA disaster assistance.

Applicants may apply online using the Electronic Loan Application (ELA) via SBA's secure Web site at https://disasterloan.sba.gov/ela.

Disaster loan information and application forms are also available from SBA's Customer Service Center by calling (800) 659-2955 or e-mailing <u>disastercustomerservice@sba.gov</u>. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. For more information about SBA's disaster assistance programs, visit <u>http://www.sba.gov/disaster</u>.

The deadline to apply for these loans is January 14, 2015.

ENVIRONMENTAL INVESTIGATOR REPORT





For April 2014

Old Cases; in March 2014 that complied in April 2014, 11 cases for Public Nuisance, the cases were closed with compliance gained.

New Cases; in March 2014, these cases are all in or were in Violation of the Texas Health and Safety. 1 cases, is active with a day 10 warning mailed out to the owner to get into compliance for Public Nuisance. 10 cases, is active with a 30 day Notice of violations sent to the owner to gain compliance for public nuisance. After 30 calendar days required by the State for violation of the Texas Health and Safety Code 343, if compliance is not gain a citation may be issued every day after, until compliance is gained.14 cases for illegal dumping reported are closed and unfounded with no evidence found to go forward with a case. The refuse was removed from County own land.2- case for Public Nuisance reported was investigated and closed ,there was no violation.6 cases for Public nuisance was closed with compliance gain. 1 case reported and investigated, THSC 341 Sanitation compliance was met. I found a total of 15 sites of illegal dumping along county roads, ditches, creek beds. That were not reported while on patrol, these sites I find on County, State owned property. If no evidence is found the cases are closed, refuse is removed from the site. I only remove refuse from County owned land. The State does there own clean up of the refuse. Cases of the Caldwell Development Ordinance or other County ordinances; These are permit cases I work that came to my department that are or were in violation, there is an additional \$ 25.00 charge to the permit. There was 12 Residential construction cases, 1 Driveway cases, 2 case was reported was unfounded no permit needed. The rest of the cases got their required permits needed for compliance. Permit cases that are still active with a 15 day violation sent out to the owner to gain compliance are 6 Residential construction permits, 1 driveway permits.

<u>Follow up</u> on permits issued 6 months ago by Unit Road Department for proper culvert installation/gravel whichever applies to the permit. A total of <u>15</u> permits were issued <u>2</u> cases are not in compliance with a 30 Day NOV sent the rest of the permits are in compliance.

<u>Cases</u> that are still active and filed in J.P. Court, $\underline{1}$ case of illegal dumping onto County owned property.

<u>Cases filed</u> with the District Attorneys Office through the Sanitation Director for not obtaining the required permits for construction are <u>3</u> cases pending.

<u>Other job related work</u>; Attend R.E.T.F. training, patrolled the county roads within the county, investigated citizens and other County, State department called in complaints on Illegal dumping, public nuisance, County ordinances, done case preparation, mailed out required notice of violation letters and warnings as needed.

Organized the vendors, labor, and designed the flyers for the upcoming collection event on May 17, 2014 in Luling.

<u>The</u> amount of refuse that was removed from County owned property included, <u>12</u> mattresses, <u>2</u> TV's, <u>3</u> coaches, scrap lumber, flooring, and <u>1</u> old electric toy car. <u>1</u> toilet, <u>1</u> Breakfast nook Table and benches busted up, Carpet and padding, household & road refuse, <u>24</u> auto tires, Landscape refuse, Total estimated weight removed 2800 lbs.

Any questions or concerns please contact me.

C.C.E.I. Mike Bittner

HUMAN RESOURCES

Payroll / HRIS Update

We have had a few setbacks, but we are working with Tyler Technology to get the issues resolved. A conversion of this magnitude never goes as smooth as one might hope.

Employee Manual

Draft was completed and sent out to County Judge, Commissioners as well as to Legal Counsel.

I would prefer each of you to review it and meet with me one-on-one to discuss any changes or additions that you feel may be needed.

After I have meet with all parties, I will type up any revisions and resubmit to the court for final approval. Immediately following we can move forward to having the Court adopt the new handbook.

Misc.

- Friendly reminder to all Elected Officials and Department Heads: Employee leave balances do not "carry over".
- Urge all Elected Officials and Department Heads to work with Human Resources on any disciplinary actions or terminations "prior" to meeting with employee.
 - o Immediate notice is needed for transfers, retirement and terminations for payroll purposes
 - Advance notice is requested for new hire training orientation.
- Getting ready for Open Enrollment and County Health Fair. Will also be rolling out a County Wide Wellness Program during the Health Fair.
- Looking into options for Long Term and Short Term Disability Coverage
- Going to be scheduling an Interviewing Inservice in July.
- Continuing to work on Job Descriptions for ALL county positions.

As of May 21, 2014

# Full-Time Employees	220
# Part-Time/Temp Employees	4
# Elected Officials	18
# New Hires in April/May	4
# Current Positions Open	5
(2 Medics, 1 Jail Cook and 2 Jailers)	
County Engineer?	
# Worker's Comp Incident Reports	2
(filed within last 30 days)	
# Active Worker's Comp Claims	5
# FMLA	2

Due to the sensitive nature of HR, we will not be reporting on employee relations issues.

TEXAS AgriLIFE EXTENSION SERVICE Texas A&M System EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONER'S COURT and MONTHLY SCHEDULE OF TRAVEL

NAME:	Carissa Wilhelm			TITLE:	County	Extension Agent – FCS	
				_	-		
COUNTY:	Caldwell	DISTRICT:	10		MONTH:	April 2014	

	Night or		Number			
Date	Week-end	Description of Official Travel and Activities	Attending	Miles	Meals	Lodging
4/1		Scholarship Reviews – Luling		36		
4/2		Associate meeting				
4/3		Prepare for National 4-H Conference				
4/4		Travel for National 4-H Conference				
4/5	Night/Weekend	National 4-H Conference – Washington D.C.	252			
4/6	Night/Weekend	National 4-H Conference – Washington D.C.				
4/7	Night	National 4-H Conference – Washington D.C.				
4/8	Night	National 4-H Conference – Washington D.C.				
4/9	Night	National 4-H Conference – Washington D.C.				
4/10	Night	National 4-H Conference – Washington D.C.				
4/14		Luling Foundation Scholarship Judging	4	36		
4/15	Night	County 4-H Scholarships	7			
4/16		Office Management				
4/17		Office Management				
4/21		Office Management				
4/22		Office Management				
4/23		Regional Career Ladder Training – San Antonio		160		
4/24		Planning Meeting - Luling		36		
4/25		District Fashion Show Paperwork Judging	15	102		
4/28		Commissioners Court Report	38			
		Scholarship Interviews - Luling	25	36		
4/29	Night	State Board Spring Meeting – Brownwood	32	368		
4/30		State Board Spring Meeting – Brownwood				
		Totals	373	774		

SUMMARY

Office Contacts	8	Site Contacts		Handouts	3
Contacts by Letter		Emails	72	News Releases	
Newsletters	1	Phone Calls	26	Newspaper Columns	

I hereby certify this, a true and correct report of activities, travel (mileage) and other expenses incurred by me in performance of my official duties for the month above.

Date:	Sigr	ned:

Major Plans for Next Month

- District 4-H Roundup Held in Lockhart, TX
- District 4-H Fashion Show Lockhart
- Water Fairs
- State 4-H Scholarship Interviews
- District FCS Agents Meeting Boerne
- Luling Foundation Field Day
- Canning Program

2014.05.27.07 Special Presentations. None.

2014.05.27.08 Discussion/Action to approve extending Architect's contract and approving the architect to engage an engineer for the design and extension of the road behind the new Judicial Center to MLK Blvd. Cost: TBD; Speaker: Judge Bonn/Robert Steinbomer/Les Reddin; Backup: None.

2014.05.27.09 Discussion/Action to approve Resolution #08-2014 regarding the Commissioners Court's position on the 130 Environmental Park in Caldwell County, Texas. Cost: None; Speaker: Commissioner Buchholtz/David Green/James Abshier; Backup: 1.



130 Environmental Park in Caldwell County, Texas Resolution No. 08-2014

Whereas, an application has been filed with Texas Commission on Environmental Quality (TCEQ) on September 4, 2013 by 130 Environmental Park, LLC for the construction and location of a landfill and transfer station approximately 5 miles north of Lockhart, TX.

Whereas, Caldwell County Commissioners Court is not a party nor involved with this application process.

Now, Therefore, Be It Resolved that Caldwell County Commissioners Court:

- Will not favor or oppose, nor spend any money to favor or oppose, the 130 Environmental Park & Transfer Station as proposed before the Texas Commission on Environmental Quality (TCEQ) or any other agencies that the application may be referred to for action;
- Will respect the rights of its citizens, groups of citizens, or entities to favor or oppose the application before the TCEQ. Any groups or entities gathering support for their position should provide contact information to the County Judge in order than such contact information may be shared with like-minded citizens; and
 - 3. Will provide TCEQ contact information in this Resolution and on the Caldwell County website,
 - a. Go to http://www.co.caldwell.tx.us and click on "Public Notices", then click "County News";
 - or go direct to TCEQ website: http://www10.tceq.texas.gov/epic/ecmnts, then enter permit number 2383 and leave comments;
 - or mail comments with permit number <u>2383</u> to: Office of the Chief Clerk, MC 105, TCEQ, PO Box 13087, Austin, TX 78711-3087;
 - d. or send comments with permit number <u>2383</u> by courier or hand-deliver to: Office of the Chief Clerk, TCEQ, 12100 Park 35 Circle, Bldg. F, Austin, TX 78753;
 - e. or fax comments with permit number 2383 to: 512-239-3311 All faxed comments must be followed by a hard copy in the mail within three days.

Adopted this 27th day of May 2014 by Caldwell County Commissioners Court.

	Tom D. Bonn, County Judge
Commissioner Alfredo R. Muñoz, Precinct 1	Commissioner Fred Buchholtz, Precinct 2
Commissioner Neto Madrigal, Precinct 3	Commissioner Joe I. Roland, Precinct 4
Attest:	
Carol Holcomb, County Clerk	

2014.05.27.10 Discussion/Action regarding Burn Ban for Caldwell County. Cost: None; Speaker: Martin Ritchey; Backup: None.

2014.05.27.11 Discussion/Action to approve the sale and regulation of fireworks in Caldwell County. Cost: None; Speaker: Judge Bonn/Martin Ritchey; Backup: 1.

STAT	TE OF TEXAS	§				
COU	NTY OF	§				
	ORDER [PROH IN UNINCORPO			-		
	REAS, the Texas Fo County; and	rest Service	has determine	ed that dro	ought conditio	ns exist in
WHE	REAS, on the	of	, 2014, the Co	ommissior	ners Court of	
Coun	ty has determined t	hat the nor	nal danger of	fire in the 1	unincorporate	ed areas of
[proh	, THEREFORE, the ibiting OR restricting ofCour	ng] the sale				•
A.	A person may not "skyrockets with s missiles with fins i	ticks" unde	r 49 C.F.R. par	t. 173.100(r)(2) (10-01-86	edition) or
В.	[Describe specific	restrictions,	if applicable.]			
C.	This Order does no Occupations Code	-	-	reworks" a	as authorized	in
D.	A person commits prohibition establi Misdemeanor.		-			•
E.	This order expires Service has determ					
APPR	OVED this the	day of	, 2014, by the	e	County	
Comr	nissioners Court.				·	
			COUNTY	IUDGE		
Attest				,		
	CLERK					



April 10, 2014

Re: Regulating Fireworks

Dear County Judges:

Local Government Code, § 352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. The statute provides that the order must be adopted <u>before</u> June 15th, of each year for the July fireworks season. The Texas Forest Service has determined that drought conditions exist in certain areas of the state. The Texas Forest Service may declare drought conditions in other counties in the upcoming weeks.

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at http://www.tamu.edu/ticc/ or call Tom Spencer of the Texas Forest Service at 979/458-7331. The Texas Forest Service has developed new drought weblinks to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as missiles with fins. A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

Page 2

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

We are enclosing a copy of Local Government Code § 352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and a sample prohibitory order for your convenience. Copies of the 1986 and 1996 Federal regulations referenced in the state law are available on request or on-line at www.County.Org at the Online Resources – Legal Resources menu under Legal Publications. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. If you have any questions, please contact the Legal Department toll-free at 888-275-8224.

Sincerely,

Karen C. Gladney General Counsel

Farm (Glashey

Enclosures (3)

Texas Local Government Code § 352.051

§ 352.051. Regulation of Restricted Fireworks

- (a) For the purposes of this section the following definitions shall apply:
 - (1) "Restricted fireworks" means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins".
 - (2) "Drought conditions" means the existence immediately preceding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.
- (b) (1) The Texas Forest Service in the ordinary course of its activities shall determine whether drought conditions, as defined under Subsection (a)(2), exist on average in any county requesting such a determination. The Texas Forest Service shall make available the measurement index guidelines used to determine whether drought conditions exist in a particular area. Following any determination that such drought conditions exist, the Texas Forest Service shall notify said county or counties when such drought conditions no longer exist. The Texas Forest Service shall make its services available each day during the Fourth of July and December fireworks seasons to respond to the request of any county for a determination whether drought conditions exist on average in the county.
 - (2) The Texas Forest Service shall be allowed to take such donations of equipment or funds as necessary to aid in the carrying out of this section.
- (c) Upon a determination under this section that drought conditions exist on average in a specified county, the commissioners court of the county by order may prohibit or restrict the sale or use of restricted fireworks in the unincorporated area of the county. In addition, during the December fireworks season, the commissioners court of a county by order may restrict or prohibit the sale or use of restricted fireworks in specified areas when conditions on rural acreage in the county not under cultivation for a period of at least 12 months are determined to be extremely hazardous for the danger of fire because of high grass or dry vegetation.
- (d) To facilitate compliance with an order adopted under Subsection (c), the order must be adopted before:
 - (1) April 25 of each year for the Cinco de Mayo fireworks season;
 - (2) June 15 of each year for the Fourth of July fireworks season; and

- (3) December 15 of each year for each December fireworks season.
- (e) An order issued under this section shall expire upon determination as provided under Subsection (b) that such drought conditions no longer exist.
- (f) When a county issues an order restricting or prohibiting the sale or use of restricted fireworks under this section, the county may designate one or more areas of appropriate size and accessibility in the county as safe areas where the use of restricted fireworks is not prohibited, and the legislature encourages a county to designate such an area for that purpose. The safe area may be provided by the county, a municipality within the county, or an individual, business, or corporation. A safe area may be designated in and provided in the geographic area of the regulatory jurisdiction of a municipality if the activity conducted in the safe area is authorized by general law or a municipal regulation or ordinance. An area is considered safe if adequate public safety and fire protection services are provided to the area. A county, municipality, individual, business, or corporation is not liable for injuries or damages resulting from the designation, maintenance, or use of the safe area.
- (g) A person selling any type of fireworks, including restricted fireworks, in a county that has adopted an order under Subsection (c) shall, at every location at which the person sells fireworks in the county, provide reasonable notice of the order and reasonable notice of any location designated under Subsection (f) as a safe area.
- (h) An affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by an order adopted under this section.
- (i) A person commits an offense if the person knowingly or intentionally violates a prohibition established by an order issued under this section. An offense under this subsection is a Class C misdemeanor.
- (j) A civil action against a county based on the county's actions under this section must be brought in the appropriate court in that county.

Texas Occupations Code Chapter 2154

Sec. 2154.001. Definitions. In this chapter:

- (5) "Fireworks" means a composition or device:
- (A) designed for entertainment to produce a visible or audible effect by combustion, explosion, deflagration, or detonation; and
- (B) defined by 49 C.F.R. Section 173.56(j) (1996).
- (6) "Fireworks 1.3G" means a large fireworks device:
 - (A) primarily designed to produce visible or audible effects by combustion, deflagration, or detonation; and
 - (B) classified as a 1.3G explosive by the department in 49 C.F.R. Part 173 (1996).
- (7) "Fireworks 1.4G" means a small fireworks device:
 - (A) primarily designed to produce visible or audible effects by combustion, deflagration, or detonation;
 - (B) that complies with the construction, labeling, and chemical composition requirements of the United States Consumer Product Safety Commission in 16 C.F.R. Part 1507 (1996), or the most recently adopted version of that rule; and
 - (C) that is classified by the department in 49 C.F.R. Part 173 (1996).
- (8) "Illegal fireworks" means a fireworks device manufactured, distributed, or sold in violation of this chapter.

Sec. 2154.003. Permissible Fireworks.

- (a) Except as provided by Subsection (b), Fireworks 1.4G are permissible fireworks.
- (b) The following are not permissible fireworks:
 - (1) sky rockets or "bottle rockets" with:

- (A) a total propellant charge of less than four grams;
- (B) a casing size of less than five-eighths of an inch for the outside diameter and less than 3-1/2 inches in length; and
- (C) an overall length, including stick, of less than 15 inches; and
- (2) other fireworks determined not acceptable by the United States Consumer Product Safety Commission.
- (c) The term "bottle rocket" may not be used in association with the advertisement or sale of fireworks.
- (d) In addition to the items described by Subsection (b), pop rockets with a propellant casing length of less than five inches, an exterior diameter of less than three-fourths of an inch, and an overall total rocket length of less than 26 inches are not permissible fireworks.

2014.05.27.12 Discussion/Action to consider disposition of Genie Manlift. Cost: None; Speaker: Commissioner Muñoz/Larry Roberson; Backup: 1.

CALDWELL COUNTY, TEXAS COUNTY AUDITOR'S OFFICE

INTERNAL MEMORANDUM

TO: Commissioners' Court DATE: May 20, 2014

FROM: LARRY ROBERSON

SUBJECT: Sale of Genie Manlift

Sirs:

As you will recall the court authorized me to place the Genie Manlift for sale several months ago. We solicited sealed bids and received no response. We then placed the equipment with Anton Auction Service for his auctions held on April 5th and again on May 17th, with a \$50,000 minimum required. In neither auction did the bidding reach the minimum amount. Because it has not generated significant interest I would like to revisit with the court where we want to go from here. Here are your options to consider:

- 1. Advertise the Genie Manlift on Gov.deals or other surplus equipment websites.
- 2. Leave it with Anton, lowering the minimum.
- 3. Seek out another governmental entity to sell it to.
- 4. Suspend efforts to sell it.

Please consider this and we can discuss further at the May 27th meeting.

Sincerely,

Larry E. Roberson CPA

County Auditor

2014.05.27.13 Discussion/Action to keep a third automobile for Constable Precinct 1 to help maintain level of warrant collections. Cost: TBD; Speaker: Commissioner Muñoz/Smitty Terrell/Steve Holman; Backup: 1.

Caldwell County Constable Precinct One Victor "Smitty" Terrell, Constable

405 East Market Lockhart, TX 78644 Phone: 512738-0872 Fax: 512398-2785

Tuesday, May 20, 2014

Alfredo Munoz Commissioner, Precinct 1 Caldwell County Texas

Dear Commissioner,

Our Department has a proven track record of collecting unpaid warrant fines and apprehending wanted felons in our County in addition to meeting the civil process needs of our Court. For over three years, we have utilized 3 vehicles for our high risk apprehensions. Our policy regarding warrant service, requires that a criminal background check be made on every person that we are attempting to contact. If an offender has a violent background, a minimum of 2 Deputies are needed to make contact with the subject. A substantial number of JP warrant Offenders have violent backgrounds. If the offender is wanted on a felony charge, three Deputies are often required to effect an arrest. I am available for backup when my Deputies are working warrants, however since we are no longer able use the Emergency Management Vehicle for warrant service, my Lieutenant is unable to respond for backup. We have the opportunity to retain the 2005 Crown Vic as a secondary vehicle, which will enable us to respond with adequate numbers of personnel. This vehicle was set for auction because it is past the age and condition required of a primary traffic unit. It may function as an administrative unit, much as the Emergency Management Vehicles did for the past several years.

So far in 2014 we have collected over \$24,000 in unpaid warrants and have issued \$27,000 in traffic citations. We have also apprehended several violent felony offenders, the most recent of which involved 2 arrests for 6 felony charges with a total bond of \$600,000. The continued access to 3 vehicles in necessary for us to maintain our level of service to the County and reach our projected income level of \$120,000. We are asking for the 2005 Crown Vic to remain in our inventory.

Sincerely

Victor "Smitty" Terrell Caldwell County Constable – Pct 1 110 S. Brazos Lockhart, TX 78644

512-376-8369 Cell Phone 512-398-1810 Justice Court of Caldwell County

CALDWELL COUNTY, TEXAS

CONSTABLE - PCT #1

ANNUAL VEHICLE OPERATING COSTS

VEHICLE - 2005 FORD CROWN VICTORIA

FUEL COST	\$ 2,150
INSURANCE	345
TIRES	500
MAINTENANCE	 150
TOTAL ANTICIPATED COSTS	\$ 3,145

The above costs are estimates of what would be expended to operate the above vehicle for a year. The fuel cost is based on usage for the past 12 months at \$3.00 per gallon. I would anticipate that sometime in the next year the vehicle will require new tires and oil changes. The insurance cost is for liability coverage only.

Dept, Name	VIN No.	Year Model	Make	Body Style	Model	License No.	Dept. Unit No.	Dept. Description
CONSTABLE PCT 1	2FAFP71V08X143087	2008	FORD	4D	CVP	1176267	1300	CVP
CONSTABLE PCT. 1	2FAFP71W65X139582	2005	FORD	4D	CVP	1110416		
CONSTABLE PCT. 1	2B3KA43G37H771422	2007	DODGE	4D	CTL	1002786		
CONSTABLE PCT. 2	2B3KA43G37H771419	2007	DODGE	4D	CTL	1002789	1,000	
CONSTABLE PCT. 3	2B3KA43GX7H771420	2007	DODGE	4D	CTL	1002785		
CONSTABLE PCT. 4	2B3KA43G17H771421	2007	DODGE	4D	CTL	1002787		
CONSTABLE PCT. 4	2FAFP71V28X119356	2008	FORD	4D	CVP	1176256	1	
CONSTABLE RESERVE	2FAFP71W6WX135226	1998	FORD	4D		1037935		

CALDWELL COUNTY, TEXAS

BUDGET AMENDMENT #2013-04

CONSTABLE - PCT #1

FISCAL YEAR 2013-2014

DESCRIPTION	ACCOUNT #	!NO	CREASE	DEC	REASE
Machinery & Equipment	001.5.4321.0531	\$	6,000		
Group Insurance	001.5.4321.0202			\$	6,000

An opportunity has arrived to obtain several good used patrol vehicles from another agency to replace existing units. This amendment moves funds from Group Insurance which the Constable has opted not to take.

See attached information for further explanation.

Larry Roberson

From:

stephen.holman@co.caldwell.tx.us

Sent:

Friday, January 10, 2014 4:44 PM

То:

larry.roberson@co.caldwell.tx.us

Subject:

Spec Sheet on Lakeway Cars

Attachments:

Lakeway Vehicles.pdf

Larry,

Lakeway is selling 3 cars. 2-2009 & 1-2008. I've attached the mileage sheets on the vehicles. Thanks again for your support.

Steve

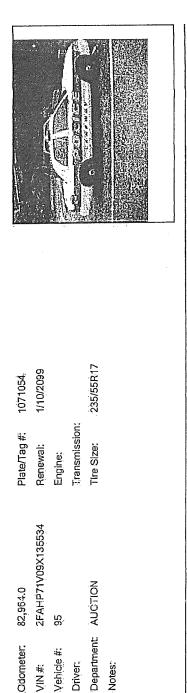
Lieutemant Stephen Holman Caldwell County Constable – Pct 1 110 S. Brazos Lockhart, TX 78644

512-689-5504 Cell Phone 512-398-1810 J.P.1 Caldwell County

LAKEWAY POLICE DEPARTMENT

Vehicle Specifications and Information

Model Year: 2008	2008	Odometer: 76,342.0		Plate/Tag #:	1004339:
Make:	FORD	WIN#	X119356	Renewal: 1/10/2099	1/10/2039
Model:	CROWNVIC	Vehicle #:	.82	Engine:	
	WHITE	Driver:		Transmission:	
	CAR	Department:	AUCTION	Tire Size:	235/55R17
Insur. Co.:		Notes:			
Account #:					
Premium:	O;				
Due:	1/10/2012				



Driver:

Notes:

1/10/2012

Due:

Model: Make:

Color: Type:

WIN#

CROWN VIC

Modei: Calor Type:

FORD

Make:

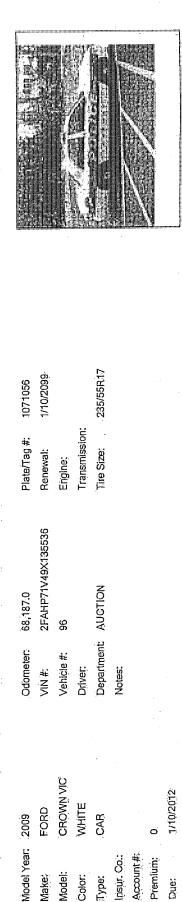
Model Year: 2009

WHITE

CAR

Account #; Insur. Co.:

Premium:





Due:

2014.05.27.14 Discussion/Action to approve Resolution #09-2014 appointing the County Judge as the official county representative for the purchase of property next to the new Judicial and Service Center and authorizing him to execute any documents relating to the purchase.

Cost: \$80,000 already budgeted;

Speaker: Commissioner Buchholtz;

Backup: 1.



Resolution Number 09-2014

Resolution to Purchase Real Estate

Whereas, the seller Susan Helgren, President of D.C. W. Management, Inc., general partner, on behalf of Centers of Woodland Village, Ltd., a Texas limited partnership are the owners of certain real estate as more fully described as follows:

125 West MLK Jr. Industrial Blvd., Lockhart TX, Lot 2-C of the Re-subdivision of Lot 2, Block 2, Block "A" of the Zibilski Subdivision in City of Lockhart, County of Caldwell, State of Texas

Whereas, Caldwell County Commissioners Court has approved the purchase said real estate for the sum of Eight Thousand Dollars (\$80,000.00) and

THEREFORE, BE IT RESOLVED that the Caldwell County Commissioners Court appoint County Judge **Tom D. Bonn** as the official representative for Caldwell County for the purchase of the above property and authorizes him on behalf of Caldwell County to execute any documents relating to the purchase of the above property.

Approved on May 27th, 2014.

Tom D. Bonn County Judge				
Alfredo R. Muñoz, Commissioner Precinct 1	Fred Buchholtz, Commissioner Precinct 2			
Neto Madrigal, Commissioner Precinct 3	Joe Ivan Roland, Commissioner Precinct 4			
ATTEST:				
Carol Holcomb, County Clerk				



Texas Association of Realtors® COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2014

1.	PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:
	Seller: Susan Helgren, President of D. C. W. Management, Inc., general partner, on behalf of Centers of Woodland Village, Ltd., a TX limited partnership Address: 1704 1/2 South Congress Avenue, Austin, TX 78704 Phone: (512) 445-2607
	Buyer: Caldwell County, Texas, A Texas county
	Address: 110 S. Main Street, Lockhart, TX 78644 Phone: (512) 398-1808
2.	PROPERTY:
	A. "Property" means that real property situated in Caldwell County, Texas at 125 West MLK Jr. Industrial Blvd, Lockhart, TX 78644
	(address) and that is legally described on the attached Exhibit or as follows: Lot 2-C of the Resubdivision of Lot 2, Block 2, Block "A" of the Zibilski Subdivision in City of Lockhart, County of Caldwell, State of Texas.
	 B. Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.
	(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)
3.	SALES PRICE:
	A. At or before closing, Buyer will pay the following sales price for the Property:
	(1) Cash portion payable by Buyer at closing\$
	(2) Sum of all financing described in Paragraph 4
	(3) Sales price (sum of 3A(1) and 3A(2)) \$\$ 80,000.00
(TA	AR-1802) 4-1-14 Initialed for Identification by Seller, and Buyer Page 1 of 13
	The Land 12 COO NW Military HWV Sta 200 San Antonio TV 78231

Coi	nme	rcial Contract - Unimproved Property concerning
	В.	Adjustment to Sales Price: (Check (1) or (2) only.)
	X	(1) The sales price will not be adjusted based on a survey.
		(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
		 (a) The sales price is calculated on the basis of \$ per: □ (i) square foot of □ total area □ net area. □ (ii) acre of □ total area □ net area.
		 (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within: □ (i) public roadways; □ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and □ (iii)
		(c) If the sales price is adjusted by more than % of the stated sales price, either party may terminate this contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.
Į.	FII	NANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:
	Α.	 Third Party Financing: One or more third party loans in the total amount of \$ This contract: □ (1) is not contingent upon Buyer obtaining third party financing. □ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
	В.	Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$
]	C.	Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$
5.	EΔ	ARNEST MONEY:
	Α.	Not later than 3 days after the effective date, Buyer must deposit \$ 1,000.00 as earnest money with Troy Conover, Austin Title Company (title company) at 1717 W. 6th Street, #105, Austin 78703 (address) Troy Conover (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
	В.	Buyer will deposit an additional amount of \$ with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
۲Δ	R-18	02) 4-1-14 Initialed for Identification by Seller, and Buyer Page 2 of 13

Con	nmercia	al Contract - Unimp	eroved Property concerning _		78644	eknart, TX
	C. E	Buyer may instr ederally insured	uct the title company to I financial institution and	deposit the earnest mone to credit any interest to B	ey in an interest-bearing uyer.	g account at a
6.	TITL	E POLICY AND	SURVEY:			
	A. <u>Ti</u>	tle Policy:				
	(1	issued by an closing, insur (a) those title (b) the stand	y underwriter of the title ing Buyer against loss ur exceptions permitted by	h Buyer an Owner's Polic company in the amount nder the title policy, subjec this contract or as may l contained in the promulg	of the sales price, da ct only to: be approved by Buyer	ted at or after in writing; and
	☒	lines, or any e (a) will not be	encroachments or protrus amended or deleted froi	discrepancies, conflicts, sions, or any overlapping in the title policy. In areas" at the expense	improvements:	•
	(3	(the commitm	ent) including legible cor	date, Seller will furnish Book Dies of recorded documer In the commitment and rel	nts evidencing title exce	eptions. Seller
	B. <u>Sı</u>	urvey: Within	days after the effe	ctive date:		
	፟ (1	Seller. The s standards, or under the app	survey must be made i (ii) Texas Society of F	poerty at Buyer's expense n accordance with the: Professional Surveyors' s will reimburse Buyer posing, if closing occurs.	i) ALTA/ACSM Land) tandards for a Catego	Title Survey ory 1A survey
	□ (2	The survey m	oust be made in accorda ociety of Professional S	Buyer a survey of the Pr nce with the: (i) ALTA/AC Surveyors' standards for	CSM Land Title Survey	standards, or
	□ (3	survey of the existing surve expense, will acceptable surve 20 days if ne reimburse Se	Property along with an ey. If the existing surve obtain a new or update rivey to Buyer and the tit by is not acceptable to the	tle company a true and on affidavit required by the year is not acceptable to the december of the company within 20 day the title company. The clossiver an acceptable survey (insert amount) of the company.	e title company for aphe title company, Sellon the title company are safter Seller receives thing date will be extend within the time require	er, at Seller's and deliver the notice that the ed daily up to ed. Buyer will
	С. <u>В</u>	uyer's Objectior	is to the Commitment an	d Survey:		
	(1	title exception items if: (a)	ns, and any required sun the matters disclosed a to title other than those	ves the commitment, cop rvey, Buyer may object in re a restriction upon the e permitted by this contra g; or (b) the items show t	n writing to matters dis Property or constitut act or liens that Seller	e a defect or will satisfy at
(TAI	R-1802) 4-1-14	Initialed for Identification by	Seller, and Buye	er	Page 3 of 13

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Fred Buchholtz

Comi	mercial Contract - Unim	proved Property concerning	78644	
	Buyer is dee	I hazard area (an "A" or "V" zo med to receive the survey on th of the deadline specified in Para	ne as defined by FEMA). If Paragrap e earlier of: (i) the date of Buyer's actu agraph 6B.	h 6B(1) applies, ual receipt of the
	the objections. I contract by puther objection	is. The closing date will be extended in the closing date will be extended in the conjustion of the co	d's timely objections within 15 days afte ended as necessary to provide such t ions by the time required, Buyer ma within 5 days after the time by which est money, less any independent con	time to cure the y terminate this Seller must cure
	(3) Buyer's failu object excep	re to timely object or terminate u t that Buyer will not waive the red	ınder this Paragraph 6C is a waiver of quirements in Schedule C of the commi	Buyer's right to tment.
7.	PROPERTY COND	ITION:		
	A. <u>Present Condition</u> expense, will con	on: Buyer accepts the Property mplete the following before closing	in its present condition except that S g:None	
	B. <u>Feasibility Period</u> effective date (fe	d: Buyer may terminate this contrastibility period) by providing Sell	act for any reason within er written notice of termination. <i>(Check</i>	_ days after the only one box.)
1	\$ right to termi amount spec credited to t Paragraph 7	that Seller will retain nate. Buyer has tendered the ind sified in Paragraph 5A to the till he sales price only upon closi	B, the earnest money will be refunden as independent consideration for Buy dependent consideration to Seller upor le company. The independent considing of the sale. If no dollar amount is he independent consideration. Buyer to the sale of the sale.	er's unrestricted payment of the eration is to be stated in this
	independent Seller's ager Buyer and S	consideration for Buyer's right t. If Buyer terminates under this eller will retain the independent he sales price only upon closi 3(2) or if Buyer fails to pay the ea	Buyer must pay Seller \$ to terminate by tendering such amo Paragraph 7B, the earnest money wil consideration. The independent cons ng of the sale. <u>If no dollar amount i</u> arnest money, Buyer will not have the r	unt to Seller or I be refunded to ideration will be s stated in this
	C. Inspections, Stud	dies, or Assessments:		
	any and all i	easibility period, Buyer, at Buye nspections, studies, or assessn red by Buyer.	r's expense, may complete or cause the nents of the Property (including all implements)	o be completed provements and
	(b) notify Sel (c) abide by (d) not interfo (e) restore	any reasonable entry rules or rec ere with existing operations or oc he Property to its original c ents that Buyer completes or cau	ectors or assessors will be on the Prop quirements of Seller; cupants of the Property; and ondition if altered due to inspectio ses to be completed.	
TAR	-1802) 4-1-14	Initialed for Identification by Seller	, and BuyerIPB	Page 4 of 13
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125 West MLK Jr. Industrial Blvd, Lockhart, TX

Commercial Cont	125 West MLK Jr. Industrial Blvd, Lockhart, TX ract - Unimproved Properly concerning
res Buy Buy invo	cept for those matters that arise from the negligence of Seller or Seller's agents, Buyer is consible for any claim, liability, encumbrance, cause of action, and expense resulting from ver's inspections, studies, or assessments, including any property damage or personal injury. Ver will indemnify, hold harmless, and defend Seller and Seller's agents against any claim plying a matter for which Buyer is responsible under this paragraph. This paragraph survives mination of this contract.
D. Propert	y Information:
(1) <u>Del</u> i	very of Property Information: Within days after the effective date, Seller will deliver to
☐ (a)	er: (Check all that apply.) copies of all current leases pertaining to the Property, including any modifications, supplements,
☐ (b)	or amendments to the leases; copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller
☐ (c)	will not pay in full on or before closing; copies of all previous environmental assessments, geotechnical reports, studies, or analyses
□ (d)	made on or relating to the Property; copies property tax statements for the Property for the previous 2 calendar years;
🗀 (f)	plats of the Property; copies of current utility capacity letters from the Property's water and sewer service provider; and
□ (g)	anu
	,
10 (a) (a) (b) (c)	urn of Property Information: If this contract terminates for any reason, Buyer will, not later than days after the termination date: (Check all that apply.) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items; delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. Separagraph 7D(2) survives termination of this contract.
E. <u>Contract</u> on the of any partition of any partition of any partition of any partition of any entertain of	ets Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as effective date under reasonably prudent business standards; and (2) will not transfer or dispose part of the Property, any interest or right in the Property, or any of the personal property or other escribed in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may be into, amend, or terminate any other contract that affects the operations of the Property without written approval.
8. LEASES:	
accordi make a disclose subseq (1) any (2) any	written lease Seller is to assign to Buyer under this contract must be in full force and effecting to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or my amendment or modification to any existing lease without Buyer's written consent. Seller must be, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or uently occur before closing: failure by Seller to comply with Seller's obligations under the leases; circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets amages;
(3) any	advance sums paid by a tenant under any lease;
(TAR-1802) 4-1-1-	Initialed for Identification by Seller, and Buyer Page 5 of 13

Cor	nme	ercial Contract - Unimproved Property concerning	125 West MLK	Jr.	Industrial 78644	Blvd,	Lockhart,	TX
		(4) any concessions, bonuses, free real any lease; and(5) any amounts payable under the leafor loan(s) assumed or taken subject	es that have beer	า ass				
	В.	Estoppel Certificates: Within	s must include the it Estoppel Certific ing under Paragr	certicate a	by each ifications contain and any addition if the third part if the third par	n tenant ned in tl nal infor arty lenc	that leases space current vertical mation requester requests	pace rsion ested such
9.	BR	OKERS:						
	Α.	The brokers to this sale are:						
		Principal Broker:			g Broker: <u>None</u>			
		Agent: Blair Helgren						
		Address: 1704 1/2 South Congress	Addre	ss:				
		Austin, TX 78704						
		Phone & Fax: <u>(512) 445-2607</u>	Phone	& Fax	<:			
		E-mail: bhelgren@dcwproperties.co	m E-mail	;		···		
		License No.:	Licens	e No.:				
		Principal Broker: (Check only one box) ☐ represents Seller only. ☐ represents Buyer only. ☐ is an intermediary between Seller are	•	eratii	ng Broker repre	sents B	uyer.	
1	В.	Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Bro	ers on page 13 or	nly if ((1) is selected.)			
Ē.	図 (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.				nent ified			
[(2) At the closing of this sale, Seller will	oay:					
		Principal Broker a total cash fee of: ☐ % of the sales pri ☐	e. C	oope 	rating Broker a % (total car of the sa	sh fee of: les price.	· ·
		The cash fees will be paid inthe title company to pay the brokers	rom the Seller's p	roce	County eds at closing.	, Texas.	Seller author	rizes
		NOTICE: Chapter 62, Texas Prope with a lien against the Property.	ty Code, authoriz	es a	broker to secu	re an ea	arned commis	ssion
1	C.	The parties may not amend this Paragramendment.				ie broke		
(TA	R-18	302) 4-1-14 Initialed for Identification b	Seller,	_ and	Buyer <u>10B</u>	_	Page 6	of 13
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Commercial Contract - Unimproved Property concerning	125 West MLK Jr. Industrial Blvd, Lockhart, TX 78644		
10. CLOSING:			
A. The date of the closing of the sale (closing date) will be on or before the later of: (1) (2) April 24, 2014 (specific date). (2) 7 days after objections made under Paragraph 6C have been cured or waived.			
B. If either party fails to close by the closic Paragraph 15.	ng date, the non-defaulting party may exercise the remedies in		
deed. The deed must include a vendor' convey good and indefeasible title to the under Paragraph 6 or other provisions of (1) with no liens, assessments, or othe satisfied out of the sales price, unles (2) without any assumed loans in defaul (3) with no persons in possession of a			
Property; (4) evidence that the person executing the second seco	the Property; the Property of the Super of the Property; the Property of the Super		
Buyer; (3) sign and send to each tenant in a lea (a) acknowledges Buyer has receive (b) specifies the exact dollar amount (4) sign an assumption of all leases ther (5) execute and deliver any notices, so contract or law necessary to close the	recuting this contract is legally capable and authorized to bind ase for any part of the Property a written statement that: ed and is responsible for the tenant's security deposit; and of the security deposit; and in effect; and statements, certificates, or other documents required by this we sale.		
current edition of the State Bar of Texas 11. POSSESSION: Seller will deliver possessio in its present condition with any repairs Se and tear excepted. Any possession by Buye by a separate written lease agreement is a la	Real Estate Forms Manual without any additional clauses. In of the Property to Buyer upon closing and funding of this sale eller is obligated to complete under this contract, ordinary wear er before closing or by Seller after closing that is not authorized andlord-tenant at sufferance relationship between the parties.		
	y Seller, and Buyer Page 7 of 13		

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

An Amending Plat shall be prepared for Seller at Buyer's expense to move a 5 foot by 75.5 foot strip of land from Lot 2-B and include it into Lot 2-C as shown on attached survey drawing.

Seller understands that Commissioner Fred Buchholtz is a state licensed real estate broker.

13. SALES EXPENSES:

A. <u>Seller's Expenses</u>: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.
- B. <u>Buyer's Expenses</u>: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

- B. <u>Rollback Taxes</u>: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

Page 8 of 13

payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or (Check if applicable)
- I enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- **16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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	D.	If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
	E.	Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
	F.	Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
	G.	Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
19.	MΑ	TERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
	Α.	Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
	B.	 Except as otherwise provided in this contract, Seller is not aware of: any subsurface: structures, pits, waste, springs, or improvements; any pending or threatened litigation, condemnation, or assessment affecting the Property; any environmental hazards or conditions that materially affect the Property; whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers; whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; any wetlands, as defined by federal or state law or regulation, on the Property; any threatened or endangered species or their habitat on the Property's improvements; any present or past infestation of wood-destroying insects in the Property's improvements; any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property; any condition on the Property that violates any law or ordinance.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing

any earnest money to Buyer and will pay the independent consideration to Seller.

125 West MLK Jr. Industrial Blvd, Lockhart, TX

78644

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

Commercial Contract - Unimproved Property concerning

- 20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
- 21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of

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nitialed for Identification by	Seller	1	 and	Buyer		سيلاكم	<u> </u>

					125	West Ml	LK Jr.	Indus	trial	Blvd,	Lockhart, TX	X
Comm	ercial	Contract - Unimp	proved Property	concerning				71	3644			
	a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.											
22. A	GRE	EMENT OF T	HE PARTIES	3:								
А	A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas, any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.									. If		
В.	This	s contract cor	ntains the ent	ire agreen	nent of	the parti	es and r	nay not	be cha	nged exc	cept in writing.	
C			executed in lectively, con				ınterpart	ts, each	counte	erpart is	an original and a	all
	 D. Addenda which are part of this contract are: (Check all that apply.) (1) Property Description Exhibit identified in Paragraph 2; (2) Commercial Contract Financing Addendum (TAR-1931); (3) Commercial Property Condition Statement (TAR-1408); (4) Commercial Contract Addendum for Special Provisions (TAR-1940); (5) Notice to Purchaser of Real Property in a Water District (MUD); (6) Addendum for Coastal Area Property (TAR-1915); (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916); (8) Information About Brokerage Services (TAR-2501); and (9)							-1916);	. •			
			Texas Associatior Commission (TRE							addenda w	hich are promulgated	bу
E.		iny future lial	may not a may no	nis contrad	contract only	act. If Buy if the as	ver assig ssignee	ins this assume	contrac es, in w	t, Buyer ⁄riting, a	will be relieved Il obligations an	ıd
pe le	erform gal ho	ance. If the I	last day to page for the formal and the for performal and the formal and the form	erform und	der a p	provision	of this	contract	: falls o	n a Satu	vith the times fourday, ourday, ourday, ourday, ourday, our a Saturday	or
24. EI	F FEC e date	TIVE DATE: the title com	The effective pany receipt	e date of the date of the date	his cor ract aft	ntract for er all par	the purp ties exe	pose of cute thi	perforn s contra	nance of act.	f all obligations i	is
25. Al	ודוסכ	ONAL NOTIC	CES:									
Α.	Buy Buy	er should hav er should be	ve an abstrad furnished wit	ct covering h or obtain	g the P n a title	roperty e policy.	examine	d by an	attorne	ey of Buy	yer's selection, c	or
В.	B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.							a				
C.	puro	chase may be	e located in a sewer servic there may be	a certificat e to the pi e special c	ed wa ropertie osts or	ter or se es in the r charges	wer ser\ certifica that yo	vice are ted are ou will b	ea, which a. If you e requir	in is auti Ur propei	you are about (horized by law t rty is located in ay before you ca	io a
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Fred Buchholtz

receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26.	CONTRACT	AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell
	the Property.	Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is
	located, on _	, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Susan Helgren, President of D. C. W. Seller: Management, Inc., general partner, on behalf of Centers of Woodland Village, Ltd., a TX limited partnership	Buyer: Caldwell County, Texas, A Texas county
By:	By: Jan V. Jac
By (signature): Printed Name: Title:	By (signature): Printed Name: Tomb, Bonn Title: CHOWELL COLOTY JUDGE
Ву:	Ву:
By (signature):	By (signature):Printed Name:Title:
(TAR-1802) 4-1-14 Initialed for Identification by Seller	, and Buyer, Page 12 of 13

Fred Buchholtz

	BETWEEN BROKERS ragraph 9B(1) is effective)						
Principal Broker agrees to pay(Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be: \[\sum_{\text{superation}} \\$, or \[\sum_{\text{superation}} \% of the sales price, or \[\sum_{\text{superation}} \% of the Principal Broker's fee. \]							
The title company is authorized and directed to pay This Agreement Between Brokers supersedes any brokers.	/ Cooperating Broker from Principal Broker's fee at closing. y prior offers and agreements for compensation between						
Principal Broker:	Cooperating Broker:						
	By:						
ATTORNEYS							
Seller's attorney:	Buyer's attorney:						
Address:	Address:						
Phone & Fax:	Phone & Fax:						
E-mail:	E-mail:						
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.						
ESCRO	OW RECEIPT						
The title company acknowledges receipt of: ☐ A. the contract on this day ☐ B. earnest money in the amount of \$ on	(effective date); in the form of						
Title company:	Address:						
Ву:	Phone & Fax:						
Assigned file number (GF#):	E-mail:						

2014.05.27.15 EXECUTIVE SESSION pursuant to Section 551.072 of the Government Code to deliberate the possible sale of county-owned real estate within the City of Lockhart. No action will be taken in executive session.

2014.05.27.16 Discussion/Action to select up to three transportation projects to submit to CAMPO requesting newly available funding for Fiscal Year 2015-2019. Cost: TBD; Speaker:
Commissioner Muñoz/Michael Aulick; Backup: 1.

To: Caldwell County Commissioners Court From: Michael Aulick, Aulick and Associates, LLC

Re: CAMPO Call for New Project Funding

Date: May 22, 2014

Judge Bonn and Commissioners,

On May 12 the CAMPO Board approved a process for allocating about \$80.8 million in new STP MM funding (\$64.64 million federal, \$16.16 local match) throughout the CAMPO 6-county area for the next five fiscal years. The funds will be split evenly (\$40.4 million each) between Regional Projects and Local Projects. According to CAMPO policy, 50% of the funding is to be used to support Mixed Use Centers approved by CAMPO, and 15% should be used for bike/ped projects. Lockhart and Luling are designated as CAMPO Centers.

Each jurisdiction (city, county, etc.) may submit <u>up to three project applications</u>, listed by jurisdiction priority (1, 2, 3). The description of the application content and the evaluation criteria are shown in the 20-page memo for agenda item #6 for the CAMPO Board May 12 meeting on the CAMPO website, <u>www.campotexas.org</u>.

The following is the CAMPO STP MM process schedule:

FYs 20	15 - 2019 STP - MM Call for Projects Timeline		
May 28, 2014	Call for Projects issued		
June 20, 2014 Applications due at 5:00 p.m.			
lune 23 - July 18, 2014 Application Review and Evaluation			
July 30, 2014	Technical Advisory Committee meeting		
August 11, 2014	Finance Committee/Transportation Policy Board Work Session		
August 11, 2014 Transportation Policy Board Allocation of Funding			

In addition to the STP MM funding, there is also \$15.07 million available in Transportation Alternative Project (bike/ped, etc.) funding and \$4.2 million available in SH 130 concession funds. CAMPO will establish a process for awarding that funding soon.

RECOMMENDATION: That the Commissioners Court select the following three transportation projects to submit for requested funding to CAMPO by June 20:

- 1. FM 20 @ Westwood Intersection safety improvements.
- 2. US 183 in Luling Congestion study and alternative improvement feasibility study
- 3. City Line Rd., SH 142 to Clear Fork Rd. Rehabilitate and widen to 4 lanes

-	PRELIMINARY CANDIDATE PROJE	CTS FOR CALDY	VELL COUNT	FUNDING CONSIDERT	ION (Second Working D	Praft MRA 5/7/14)	-	
#	Roadway Name	CCTP Plan #	CCTP Rank	From	То	Improvement	Length	Cost *
Ц	EVICTIVE DO ADMINIVADO ITETE	177-72-5					Miles	- 1000
	EXISTING ROADWAY PROJECTS							
1	County View Rd./ CR 235	64	39	FM 2770	FM 2001	Realign CR between FM 2720 and FM 2001,	0.76	\$640,00
					THE THE PARTY OF	possibly redesignate as FM 2720	1	
2	FM 2720	NA	NA	County View Rd	SH 142	Take off State System, convert to county road	1.8	NA
3	FM 20	89	15	FM 20 and Westwood	Intersection	Address safety issues/sight distance problem	0.31	\$850,00
						and levelness of intersection	7	
4	Old Fentress Rd/Westwood Rd.	50-A	17	SH 130	US 183	County road crew to pave 2-lane roadway	4.6	\$1,100,00
5	Cherryville Pkwy./CR 110	NA	NA	SH 130	SH 80	Pave unpaved 2-lane frontage road	0.8	\$1,920,00
6	Cherryville Pkwy./CR 110	NA	NA	Black Ankle Rd.	SH 130	Pave unpaved 2-lane frontage road	3.2	\$2,400,00
7	NW River Rd./CR 103	100	9	SH 80 near FM 1984	Main St., Martindale	PS&E to upgrade road to current standards	2.47	\$400,000
	NEW ROADWAY PROJECTS							
8	Yarrington Rd. Extension	73	1	SH 21	SH 130 @ Black Ankle	EIS, alternative route analysis and schematic	9.65	\$2,000,000
9	FM 150 Extension - Part A	68	2	SH 21	SH 142	EIS, alternative route analysis and schematic	6,89	\$1,500,000
						with participation by developer	7	
10	FM 150 Extension - Part B	62	25	SH 142	Boggy Creek Rd.	Proposed new roadway	2.02	NA
11	FM 150 Extension - (CR 218)	56	18	0.5 mile N of SH 130	SH 130	Upgrade and pave existing CR 218	0.52	\$440,000
12	US 183 in Luling	37	16	Luling East Relief Route	Alternative	Feasibility study to address Luling congestion	3.65	\$500,000
	TOTAL			F 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				\$11,750,000

2014.05.27.17 Discussion/Action to hold a joint County Commissioners Court and City of Lockhart Council meeting on Tuesday, June 17th at 6:30 pm at City Council Chambers (Eugene Clark Library) regarding the SH 130 Plum Creek Mitigation Area. Guadalupe-Blanco River Trust has a proposal to take title to the 265 acre wetland mitigation site from TxDOT. Cost: None; Speaker: Judge Bonn/Commissioner Muñoz; Backup: 1.

Vance Rodgers

From:

Jon Geiselbrecht [Jon.Geiselbrecht@txdot.gov]

Sent:

Tuesday, December 17, 2013 8:34 AM

To:

Vance Rodgers; Tom Bonn

Cc:

Greg Malatek; Mike Walker

Subject:

SH 130 Plum Creek Mitigation Area

Attachments: draft conservation agreement.pdf

Judge Bonn/Vance,

We will be complete with all the maintenance items for the SH 130 Mitigation Area this week. This includes repairing fences, re-grading the roads and trails, repairing all eroded areas, adding a concrete low water crossing on the back side of the property, and power-washing the restrooms. We are essentially ready to turn it over to you guys. Before we do, a couple of outstanding items remain:

1. Transfer of \$200K to both city and county

- Receive a management plan from the city/county that spells out rules of operation, maintenance schedule, etc
- 3. Execution of a Conservation Easement Agreement (draft attached) as required by the USACE.

Will any of these items require Comm. Court and/or City Council approval? If so, we would like to get on an agenda for January. Please let me know if you have any questions or need any assistance. Thanks, Jon

Texas Transportation Forum: Jan. 6-8, 2014



CONSERVATION EASEMENT AGREEMENT

Preamble

This Agreement is made on	, 20	, between	
		("GRANTOR",	whether one or
more), and the State of Texas, acting by a	nd through	the TEXAS DE	PARTMENT
OF TRANSPORTATION (the "STATE"	or "TxDOT"	").	

RECITALS

TxDOT desires to mitigate the adverse environmental impact of certain highway improvements on State Highway 130 ("SH 130") between the SH 195 and I-35 intersection north of Georgetown, Texas and I-10 east of Sequin Texas, (the "Project") by implementing beneficial conservation measures on real property located outside of the transportation facility right of way.

In a Record of Decision number FHWA-TX-FEIS-99-01-F, dated, June 5, 2001, the Federal Highway Administration ("FHWA") reviewed and approved the acquisition of replacement real property for construction of State Highway 130 and any property needed for mitigation purposes. The U.S. Army Corps of Engineers ("USACE") approved Individual Permit # 199600228 for State Highway 130 on July 17, 2002, which required mitigation for filled waters of the U.S. The SH 130 Plum Creek Site Mitigation Plan was approved by the USACE on _____, xx, 200x and included the use of a conservation easement in satisfaction of the permanent real property interest to be acquired. A true and correct copy of the SH 130 Plum Creek Site Mitigation Plan is attached as Exhibit and incorporated herein.

GRANTOR is the owner of certain real property in Caldwell County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for legal description ("the Property").

The Property is in a substantially undeveloped, natural, and open-space condition and exhibits natural, scenic, open-space, and ecological features that are of great importance to GRANTOR and the STATE. In particular, the Property contains Plum and/or Elm Creeks which are sources of consistent hydrology needed for aquatic resource mitigation. Adjacent to the creeks are landscapes, such as flood plains and old stream meanders, which are well suited for the development of aquatic resources. Additionally there are excellent examples of riparian habitat typical of Central Texas that can be preserved.

The protection of these natural, scenic, open-space, and ecological values ("the Conservation Values") of the Property will help to sustain the ecological integrity of the region and the plant and wildlife dependent on it, and will also satisfy TxDOT'S environmental mitigation requirements.

The Conservation Values of the Property are more fully detailed and documented in the Conservation Easement Report prepared by the STATE, signed and acknowledged by GRANTOR, and dated ______, 20_____. This Report, which may be periodically updated and supplemented by the STATE, will serve as an information baseline for monitoring compliance with the terms of this Agreement.

GRANTOR desires that the Conservation Values of the Property be preserved and maintained by permitting only those land uses on the Property that will enhance and/or will not significantly impair or interfere with those Values.

GRANTOR, as owner of the fee in the Property, has affirmative rights to identify and preserve the Conservation Values of the Property and desires to transfer those rights to the STATE in perpetuity.

The STATE agrees to honor and defend the intentions of GRANTOR and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the present generation and generations to come.

AGREEMENT

NOW THEREFORE, in consideration of the mutual co enants, terms, conditions, and restrictions stated in this instrument, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

Conveyance

1. Pursuant to Texas Natural Resource Code Section 183.001 et seq. and Texas Transportation Code, Section 201.617, GRANTOR voluntarily sells, grants, and conveys to the STATE a conservation easement in perpetuity over the Property, together with all development rights associated with the Property not expressly reserved by GRANTOR ("the Conservation Easement"), to have and to hold the Conservation Easement to the STATE and The STATE'S assigns forever. GRANTOR binds GRANTOR and GRANTOR'S heirs, successors, and assigns to warrant and forever defend the title to the Conservation Easement in the STATE and the STATE'S assigns, against every person whomsoever lawfully claiming or to claim the Conservation Easement or any part thereof. This conveyance is made by GRANTOR and accepted by the STATE subject to all easements, rights of way, reservations, mineral severances, covenants, conditions restrictions and other title exceptions of record which affect the Property.

Purpose of Conservation Easement

2. The purpose of this Conservation Easement is to ensure that the existing Conservation Values on the Property as well as additional Conservation Values resulting from the creation of aquatic resources will be preserved, that the Property will be retained forever predominantly in a natural and scenic condition, to maintain the natural hydrological processes following the development of the aquatic resources, maintain land

health of the Property, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property.

Rights Included in Conservation Easement

- 3. In order to accomplish this purpose, GRANTOR conveys the following rights to the STATE under this Conservation Easement:
 - (a) To identify, preserve, protect, and enhance the herein described Conservation Values of the Property, including, without limitation, topography, soil, water, vegetation, and wildlife.
 - (b) To enter on the Property to enforce the rights granted by this Agreement and to observe, study, perform environmental and archeological investigations and tests, and make scientific observations of the Property, in a manner that will not unreasonably interfere with GRANTOR'S use and quiet enjoyment of the Property.
 - (c) To prevent and enjoin any activity on or use of the Property that is inconsistent with the purpose and violates the terms of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
 - (d) To create, manage, improve, repair and maintain, aquatic resources described in the SH 130 Plum Creek Site Mitigation Plan, including but not limited to earthwork, access maintenance, monitoring activities, and vegetation management.
 - (e) To fence and protect the mitigation area from livestock.
 - (f) To control wildlife by means of trapping, fencing, or scare tactics, according to applicable rules and regulations, to achieve mitigation goals.
 - (g) To provide public-use opportunities to the extent that it is consistent and compatible with the purpose of this Conservation Easement and the SH 130 Plum Creek Site Mitigation Plans.

GRANTOR'S Reserved Rights

- 4. GRANTOR reserves to himself, his successors and assigns, all rights accruing from GRANTOR'S ownership of the Property to engage in, or permit or invite others to engage in, uses of the Property that are consistent and compatible with the purpose of this Conservation Easement. The following uses and practices, although not exhaustive, are consistent with the purpose of this Conservation Easement and are expressly permitted:
 - (a) To maintain water resources on the Property.

- (b) To install utility systems as long as they are buried or otherwise camouflaged and do not significantly impair or degrade the Conservation Values.
- (c) To control predatory and problem animals by means of trapping, hunting, or scare tactics according to local ordinances, state rules and regulations.
- (d) To sell, gift, mortgage, lease or otherwise convey the Property, provided such conveyance is expressly made subject to the terms of this Conservation Easement and written notice thereof is provided to the STATE in accordance with Paragraph 9.

Prohibited Uses

- 5. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement by GRANTOR is prohibited. Without limiting the generality of the foregoing, the following uses, activities and practices are expressly prohibited:
 - (a) To engage in ranching, agricultural, or other activities that result in overgrazing, soil erosion, the pollution of any surface or subsurface waters, or substantial degradation of the Conservation Values of the Property.
 - (b) To use fertilizers, pesticides, herbicides, insecticides, fungicides, or other techniques for the control of insects, weeds, diseases, and pests except as permitted by the management plan which is attached hereto as Exhibit _____.
 - (c) To alter the surface or subsoil of the Property whether by ditching, draining, filling, excavating, dredging, mining, drilling or other means of alteration; provided, however, construction materials, such as rock, dirt, sand, and gravel may be taken for use in connection with permitted mitigation and management activities on the Property, but only to the extent and from locations set out in the SH 130 Plum Creek Site Mitigation Plan
 - (d) To divide, partition or subdivide the Property.
 - (e) To conduct any industrial or commercial use or activity on the Property.
 - (f) To construct or place on the Property any building, structure, parking lot or other improvement
 - (g) To operate a feed lot.
 - (h) To explore for, produce, extract, process or transport minerals, hydrocarbons, or other materials on or below the surface of the Property, or place any fixtures, equipment, pipelines, rights of way or personal property of any kind related to oil,

gas and other minerals on the surface or within the depth of 1000 feet from the surface of the Property.

- (i) To dump, store, or dispose of noncompostible refuse, trash, or garbage on the Property, or any other materials that may negatively impact or be detrimental to the surface or subsurface waters.
- (j) To cut, uproot, destroy or remove live trees, shrubs, brush or other plants on the Property except incidental select cutting or removal of vegetation as reasonably necessary for appropriate management of the Property or as permitted by the management plan which is attached hereto as Exhibit _____.
- (k) To pollute or alter the natural water level or flow on the Property for reasons other than developing the aquatic resources for mitigation, or to extract surface or subsurface water on the Property except as reasonably necessary to accommodate permitted activities on the Property. GRANTOR shall not transfer, encumber, sell, lease or otherwise separate any water rights from the Property.
- (l) To construct or maintain signs or billboards.
- (m) To use off-road vehicles for purposes other than as reasonably necessary for maintenance, ecological study, or emergencies on the Property.
- (n) To fill, dredge, or dike wetland areas as defined by the 1987 U.S. Army Corps of Engineer's Wetland Delineation Manual.
- (o) To request or obtain zoning changes for the Property.
- (p) To place or use any underground or above ground storage tanks on the Property.
- (q) To store, use, manufacture, or dispose of any hazardous substances, hazardous waste, toxic substances, in, on or under the Property; such hazardous substances, hazardous waste and toxic substances being defined in either the regulations promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act, 40 C.F.R. Part 302 or federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended.

No Costs and Liabilities

6. GRANTOR retains all responsibilities and shall bear all costs and liabilities related to the ownership, operation and maintenance of the Property, including the payment of all real property taxes and assessments levied on the Property. GRANTOR shall indemnify the STATE and hold the STATE harmless from these costs and liabilities. However, the STATE shall bear all costs and liabilities related to defending

the Conservation Values of Property in perpetuity, including the ongoing cost of monitoring compliance with this Agreement, except with respect to enforcement against GRANTOR.

Indemnity

7. To the extent permitted by law, each party agrees to release, hold harmless, defend, and indemnify the other from any and all liabilities, including, but not limited to, injury, losses, damages, judgments, costs, expenses, and fees, that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

Title

8. GRANTOR covenants, represents and warrants to the STATE as follows: (a) GRANTOR is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and (b) the Property is free and clear of any and all encumbrances, except those identified on Exhibit ____ attached hereto.

Notice

9. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of 3 days from mailing. Mailed notices shall be addressed as set forth below, but each party may change his, her or its address by written notice in accordance with this Paragraph.

and the second s
istrict Engineer exas Department of Transportation

and to:

Office of General Counsel
Texas Department of Transportation
125 East 11th Street

Austin, Texas 78701

Limited Assignment

10. Since this Conservation Easement is granted solely for conservation purposes, the STATE will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under state and federal law and committed to hold the Conservation Easement solely for conservation purposes.

STATE'S Remedies

11. If the STATE becomes aware of a violation of the terms of this Conservation Easement, the STATE may notify GRANTOR of such violation and request corrective action sufficient to abate such violation and restore the Property to its previous condition prior to the violation. GRANTOR agrees that the Conservation Easement Report shall be deemed to provide objective information concerning the Property's condition at the time of this conveyance. Failure by GRANTOR to abate the violation and take such other corrective action as may be requested by the STATE within thirty (30) days after receipt of such notice shall entitle the STATE to exercise any one or more of the following remedies: (a) bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; (b) require the restoration of the Property to its previous condition; (c) enjoin the non-compliance by temporary or permanent injunction in a court of competent jurisdiction; and/or (d) recover any damages arising from the non-compliance. Such damages, when recovered, may be applied by the STATE, in its sole discretion, to corrective action on the Property. If the court determines that GRANTOR has failed to comply with this Conservation Easement, GRANTOR shall reimburse the STATE for any reasonable costs of inforcement, including costs of restoration, court costs and reasonable legal expenses and attorney's fees, in addition to any other payments ordered by such court.

Waiver

12. No covenant, term, condition or restriction of this Conservation Easement or the breach thereof by GRANTOR will be deemed waived, except by written consent of the STATE and any waiver of the breach of any such covenant, term, condition or restriction will not be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, condition or restriction. The STATE shall retain the right to take any action as may be necessary to ensure compliance with this Conservation Easement notwithstanding any prior failure to act.

Force Majeure

13. Nothing herein shall be construed to entitle the STATE to institute any enforcement proceedings against GRANTOR for any changes to the Property due to causes beyond GRANTOR'S control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by wrongful acts of third persons, GRANTOR agrees, upon request by the STATE, to assign its right of action to the STATE, to join in any suit, or to appoint the STATE its attorney-in-fact for the purposes of pursuing enforcement action, all at the election of the STATE.

Third-Party Enforcement

14. Besides the STATE, the U.S. Army Corps of Engineers shall have a third-party right to enforce the terms of this Conservation Easement pursuant to Texas Natural Resources Code Section 183.001 et seq.

Duration

15. This Conservation Easement, with its rights and privileges, shall be perpetual.

Parties and Binding Effect

16. This Conservation Easement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon GRANTOR, its successors and assigns but also GRANTOR'S lessees, agents, and personal representatives. This Conservation Easement, and its covenants and restrictions, shall continue as a servitude running in perpetuity with the Property.

Archeological Artifacts

17. Any archeological artifacts or cultural resources found during investigations on the Property will be given to and retained by the State of Texas at the Texas Archaeological Research Laboratory or other designated facility.

Entire Agreement

18. This Conservation Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Conservation Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

Executed this	day of	, 20
		GRANTOR
		By:[signature]
		Name:
		[signature]
	•	Name:
		[typed_name]
	£	
, sign		THE STATE:
		Texas Department of Transportation
		By:
		[signature]
		Name: [typed name]

ACKNOWLEDGMENTS

Title: District Engineer

State ofCounty of This Instrumen	nt was acknowledged before me on	, 20, 1
	[signature] Notary Public	a de la companya de l
[notarial seal]	My Commission Expires [date]	
•		

State of	 §	
This Instrumer	nt was acknowledged before me on	, 20, by
	[signature] Notary Public	
[notarial seal]	My Commission Expires [date]	
State of Texas County of	§ §	
-	nt was acknowledged before me on	, 20, by
Department of Tra	, District Engineer, ansportation, a STATE agency, on behalf of the Sta	of the Texas te of Texas.
La Carlo de La	[signature] Notary Public	
[notarial seal]	My Commission Expires [date]	
	Consent and Subordination by Lienholder	
a Conservation Cogrant, and Lienhold	holder of (a) lien(s) on the Property, consents to the onservation Easement, including the terms and concluder subordinates its lien(s) to the rights and interest are of the lien will not extinguish the rights and interest.	litions of the ts of the STATE,
	[name of lienholder] By:	
	[signature] Name:	
	[typed name] Title:	

2014.05.27.18 Discussion/Action to approve using engineer consultant, Bowman Consulting, for the purpose of approving subdivision plats and deeds for Caldwell County. Cost: TBD; Speaker: Commissioner Roland/Tracy Bratton; Backup: 1.



TIME & MATERIAL RATE SCHEDULE

HOURLY RATES	
Branch Manager	\$ 175
CADD Drafter 1	\$ 100
CADD Drafter 2	\$ 90
CADD Drafter 3	\$ 85
CADD Drafter 4	\$ 80
Clerical	\$ 70
Department Executive	\$ 170
Department Manager	\$ 160
Designer 1	\$ 130
Designer 2	\$ 115
Designer 3	\$ 105
Engineer 1	\$ 135
Engineer 2	\$ 120
Engineer 3	\$ 105
Engineering Assistant	\$ 80
Environmental Project Manager	\$ 130
Environmental Scientist 1	\$ 105
Environmental Scientist 2	\$ 95
Environmental Scientist 3	\$ 85
Environmental Technician	\$ 70
Expert Witness	\$ 240
Expert Witness (Depositions & Testimony)	\$ 300
Field Coordinator	\$ 85
Licensed Surveyor	\$ 135
Office Manager	\$ 90
Project Manager	\$ 145
Project Surveyor, SIT	\$ 120
Senior Project Manager	\$ 155
Sr. Environmental Scientist	\$ 115
Survey Field Crew-1man	\$ 115
Survey Field Crew-2man	\$ 140
Survey Field Crew-3man	\$ 185
Survey Tech 1	\$ 100
Survey Tech 2	\$ 85
Survey Tech 3	\$ 75

EXPENSES

Black & White copies	\$0.05/ea
Color Copies	\$0.60/ea
Black Line Plots (24x36)	\$1.50/ea
Full Color Plots (24x36)	\$12/ea
Off-Road 4x4 / UTV / ATV	\$100/day
Mileage	IRS standard Rate
Other Expenses / Subcontracts	Cost + 10%



TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Bowman Consulting Group, Ltd., a Virginia Corporation ("BCG") to the County of Caldwell, Texas (the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and the Client.

- 1. Scope of Services: BCG will provide the services expressly described in the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.
- 2. <u>Standard of Care</u>: The standard of care for all services performed by BCG for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.
- 3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BCG: (a) make decisions relating to BCG's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BCG to forward information related to the Project to a third party, or (d) direct BCG to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BCG. If BCG submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BCG that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.
- 4. <u>Fees by Hourly Rate Schedule</u>: If the Client requests BCG to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings

- or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may revise its Hourly Rate Schedule in January of each subsequent year.
- 5. Client Duties and Responsibilities: The Client shall inform BCG of any special criteria or requirements related to the Project or BCG's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BCG shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BCG's discretion, require a current title report, and if so the Client shall timely and at its cost provide such a current title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the jurisdiction in which the Project is situated, the Client shall be responsible for timely preparation, submission and recordation of necessary deeds and for all fees associated with such deeds and plats. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.
- 6. <u>Exclusions from Scope</u>: By way of illustration and not limitation BCG has no obligation or responsibility for the following unless specifically included in the Scope:
- a. Favorable or timely comment or action by any governmental entity.
- b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of onsite services.

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- c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.
- d. Structural design (including but not limited to structural design of retaining wall(s) or of special drainage structure(s)).
- 7. Payment Terms: BCG will invoice the Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.
- (a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of the Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BCG elects its rights under (a)(i) above BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BCG.
- (b) If Client disputes any invoices submitted to it the Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice,
- 8. Retainer. Should (a) the Proposal require a Retainer or (b) BCG have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BCG by

- good check a retainer to be held by BCG as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BCG under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon Upon the conclusion of this request of BCG. Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BCG shall be returned to Client upon request, or (ii) any amount owed BCG in excess of the Retainer shall be paid immediately to BCG by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.
- BCG and its employees are 9. Insurance. protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.
- 10. <u>Potential Liability of BCG</u>. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement.
- (a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG the Client must give written notice to BCG not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.
- (b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG

and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

- (c) To the fullest extent permitted by law BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.
- 11. Termination: Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BCG for all services performed through the termination date; including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable. Following any termination BCG shall have the right to withhold from the Client the use or possession of drawings or documents prepared by BCG for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BCG following a material breach by Client BCG shall have the right to withdraw any plans. applications or other documents filed with any governmental agency by BCG in its name on behalf of the Client.
- 12. <u>Assignment</u>: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this agreement.
- 13. Ownership of Documents and other Rights of BCG: (a) All reports, plans, specifications, computer

- files, field data, notes and other documents and instruments prepared by BCG as instruments of service shall remain the property of BCG up until such time as all monies due to BCG have been paid in full. At such time as all monies due to BCG have been paid in full, the Client may take possession of plans. documents and specifications prepared under this Agreement. If requested by BCG the Client (and Client's new design professional if applicable) shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BCG shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BCG.
- (b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.
- 14. Covenants Benefiting Third Parties: BCG and Client acknowledge that from time to time third parties may request BCG to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's sole discretion, and if BCG decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BCG, at BCG's sole discretion.
- 15. <u>Applicable Law:</u> This Agreement shall be governed and interpreted in accordance with the laws of the state wherein the services are performed, without giving effect to conflicts of laws principles thereof.
- 16. <u>Severability</u>: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

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- 17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BCG and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.
- 18. <u>Waivers</u>: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.
- 19. <u>Notices</u>: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BCG, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Bowman Consulting Group, Ltd. 3863 Centerview Drive; Suite 300 Chantilly, Virginia 20151 Facsimile number: (703) 481-1490 Attn: Robert A. Hickey Email: rhickey@bowmancg.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. <u>No Third Party Beneficiaries</u>: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

- 21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.
- 22. <u>Early Bid Documents</u>. The Client acknowledges that if it requests submission of early bid documents to contractors for bid purposes prior to full completion of construction documents by BCG and all other design disciplines, or prior to governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions, additions and corrections to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies.
- 23. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BCG. Client acknowledges that BCG has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.
- 24. <u>Use of Work Prepared by Others</u>: If the Scope requires BCG to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BCG the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BCG shall

not be responsible for the accuracy, completeness, or correctness of work prepared by others.

- 25. <u>Construction Means and Methods</u>: Client acknowledges that BCG shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.
- Shop Drawing Review: If specifically included in the Scope BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BCG with sufficient time in BCG's professional judgment to permit adequate review.
- 27. Plan and Permit Processing: If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If the Client requests BCG to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BCG at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications (including but not limited to building permit applications, grading permit applications, bond applications, entrance permit applications, etc.) will be performed at the Client's request and treated as hourly rate services under Section 4 above.
- 28. <u>Building Plan Coordination</u>: If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, the Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services hereunder. If the Client fails to so provide building plans to BCG then BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services

and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order subject to an additional fee.

Supplementary Conditions to Contract between

Bowman Consulting Group, LTD and the County of Caldwell, Texas

- 1. All services will be provided on a Time & Materials basis in accordance with the standard hourly rate schedule supplied with the contract.
- 2. Upon receiving a request for services, Bowman Consulting will supply the County with a Work Order describing the general nature of the work required and an estimate for the work. The estimates provided in Work Orders is <u>not to be exceeded without prior authorization</u> from the County.
- 3. In general the fee for services associated with review of plats and construction plans is anticipated to be *equal to or less* than the amounts provided below in most cases:

Small Preliminary plats (1 to 20 lots)	75% of the preliminary plat submittal fee
Large Preliminary plats (>20 lots)	65% of the preliminary plat submittal fee
Final plat (with construction plans)	70% of the plat submittal fee
Site Construction Permit	65% of the construction permit fee
Floodplain Revision	Due to the vast range of technical complexity involved, floodplain revisions will be determined on a case-by-case basis.

The above assumes that recommendation letters for approval / disapproval to the County Commissioners Court will be sufficient for most plat and site construction permit approvals.

4. Other consulting support services provided to the County (not associated with plat and permit approvals) will be provided on a Time & Materials basis.



WORK ORDER

	Date:
Bowman Consulting Group, Ltd. 3101 Bee Cave Road, Suite 100 Austin, TX 78746	
Phone: 512-327-1180	Phone: Fax:
Project Name:	Project #:
	Task #:
ESTIMATED FEE:	
The individual receiving this Work Order ack Conditions dated May 12, 2014 shall apply to the	knowledges that Bowman Consulting Group's Standard Terms and his Work Order.
Bowman Consulting Group, Ltd.	
By:	
Name	
Title	
Date	

2014.05.27.19 Discussion/Action to approve conducting a takings impact assessment regarding proposed amendments for development ordinance. Cost: None; Speaker: Commissioner Roland; Backup: 1.



STEPHEN C. DICKMAN stephen.dickman@kellyhart.com

TELEPHONE: (512) 495-6413 FAX: (512) 495-6401

May 20, 2014

Mr. Mack Harrison Caldwell County District Attorney's Office 201 E. San Antonio Street P.O. Box 869 Lockhart, Texas 78644

Re: Agreement For Legal Services

Dear Mr. Harrison:

We are pleased that you have asked the firm to provide legal services for Caldwell County. This letter will confirm our discussion regarding the engagement of this firm and will describe the basis on which we will provide legal services. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below and return it to me. If you have any questions about these provisions, please do not hesitate to call me.

- 1. Client; Scope of Representation. Our client in this matter will be Caldwell County, Texas ("you" or "the County"). We will be engaged to provide legal services to the County in connection with the County's amendments to its Land Development Ordinance and the preparation of a Takings Impact Assessment for the amended ordinance. You may limit or expand the scope of our representation from time to time, provided that any substantial change in the scope of our representation must be agreed to by us.
- 2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the County's interests in the above matter.

Unless previously terminated, our representation of the County will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the

Mr. Mack Harrison May 20, 2014 Page 2

County's papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and our work product. Attorney work product encompasses material prepared by or for the internal use of lawyers, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

You are engaging the firm to provide legal services in connection with the specific matter described above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the County's future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise the County with respect to future legal developments.

3. Fees and Expenses. Our fees will be based primarily on the time spent on the matter and the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from \$220 per hour for new associates to \$525 per hour for senior partners. Time devoted by legal assistants is charged at billing rates ranging from \$160 to \$205 per hour. These billing rates are subject to change from time to time. However, I anticipate that I will be performing the bulk of the legal work on this matter and my billing rate for this case will be a discounted local governmental entity rate of \$300 per hour as set forth in the Proposed Legal Budget attached to this letter. Other factors may be taken into consideration in determining our fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the client or the matter, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

Although we will exercise our best efforts to adhere to the estimates contained in the Proposed Legal Budget, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any significant deviations from the estimates contained in the Proposed Legal Budget that are anticipated will be discussed with you in advance. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone, and search and filing fees. The firm does not charge clients for faxes, internal copy jobs of fewer than 25 copies, Westlaw research, secretarial overtime or supplies. With each bill, we will provide detailed information concerning the time expended by each attorney and legal 1637125 1

Mr. Mack Harrison May 20, 2014 Page 3

assistant in connection with the work covered by the bill. At your request, we also can provide the detailed information maintained in our accounting database about each charge item by the firm. Statements normally will be rendered monthly for work performed and expenses recorded during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more that 60 days, we may suspend performing services for the County until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

- 4. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraph 3 above.
- 5. Conflicts. As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are performing legal services for the County, some of our present or future clients may have disputes or transactions with the County. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the County even if the interests of such clients in those other matters are directly adverse. We agree, however, that the County's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our legal services for the County, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to the County's material disadvantage.

We trust that these terms are satisfactory and agreeable to you. If so, please so indicate by having an authorized representative of the County sign below on both copies enclosed and returning one copy of this letter to me. Once again, we are pleased to have this opportunity to work with you and we will endeavor to provide high quality and efficient legal services. Please call me if you have any questions or comments about this letter or otherwise during the course of our representation.

Proposed Legal Budget¹

For Caldwell County – Preparation of Takings Impact Assessment for May 2014 Amendments to Development Ordinance

Task 1: File Documents Review. Legal work involves discussions with client and review of client file documents.

Estimated billable hours: 3 hours @ \$300/hr. =	\$ 900
Estimated direct expenses (@, 5%) =	45
Task 1 sub-total:	\$ 945

Task 2: Preparation of Takings Impact Assessment. Legal work involves review and analysis of proposed amendments to Development Ordinance, legal research on regulatory impacts of amendments, and initial drafting of takings impact assessment.

Estimated billable hours: 8 hours @ \$300/hr. = Estimated direct expenses (@ 5%) =	\$ 2,400 120
Task 2 sub-total:	\$ 2,520

Task 3: Final Revisions to Takings Impact Assessment. Legal work involves discussions with client, revisions to takings impact assessment, and appearance at Caldwell County Commissioners Court.

Estimated billable hours: 4 hours @ \$300/hr. =	\$ 1,200
Estimated direct expenses (@ 5%) =	60
Task 3 sub-total:	\$ 1,260

Total Legal Budget (Tasks 1 through 3): \$4,725

¹ The legal fees and related direct expenses contained in this budget are good faith estimates only based on currently available information. The stated hourly rates are an estimated blending of rates of legal personnel performing work, including use of associates and paralegals where feasible. Billings in this case will be based on actual time spent and costs incurred but any significant deviations from these cost estimates that are anticipated will be discussed with the client in advance.

2014.05.27.20 Adjournment