

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



*Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on Tuesday, October 24, 2023 at 9:00 AM in 110 S Main St. 2nd Floor, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:*

**A. CALL MEETING TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:**

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

**D. 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.) Citizens' Comments may be submitted to the Court by using the form found at:

<http://www.co.caldwell.tx/us/page/caldwell.CommissionersCourtForm>

**E. CONSENT AGENDA:**

E.1 To approve payments of County Invoices and Purchase Orders in the amount of \$858,002.35

E.2 To ratify re-occurring County Payroll payment - \$410,643.58 (09/24/2023 - 10/07/2023)

E.3 To ratify re-occurring County Payroll Tax payment - \$121,299.30 (09/24/2023 - 10/07/2023)

E.4 To pay bond for Art Villarreal, Constable PCT. 4

E.5 To pay bond for Devante Coe, Elections Administrator

E.6 To pay bond for Jenifer Watts, Chief Deputy Clerk, JP 3

E.7 To approve Caldwell County Constable PCT 1 September 2023 Report

E.8 To accept the September 2023 Tax Collection Report from the Caldwell County Appraisal District

E.9 To ratify Work Authorization No. 1, authorizing American Structurepoint, Inc. to begin development of an Infrastructure Capital Improvement Plan and Program (CIPP)

E.10 To ratify an amendment to Odyssey contract for the addition of 8 mobile handsets

**F. DISCUSSION/ACTION ITEMS:**

F.1 Regarding burn ban. Speaker: Judge Haden/Hector Rangel; Backup: 2; Cost: \$0.00

- F.2 To approve the Caldwell County Employee Holiday Schedule for calendar year 2024. Speaker: Judge Haden/Kristianna Ortiz; Backup: 1; Cost: \$0.00
- F.3 To appoint Gloria Garcia to the position of Caldwell County Treasurer. Speaker: Kristianna Ortiz; Backup: 0; Cost: \$0.00
- F.4 To approve the reappointment of Billy Ray Buckner to the Luling Foundation Farm Board as the Caldwell County representative. Speaker: Judge Haden/Wayne Morse; Backup: 0; Cost: \$0.00
- F.5 To approve budget amendment #02 for Rocky Road project in the amount of \$100,000.00. Speaker: Judge Haden/Danie Teltow; Backup: 1; Cost: \$100,000.00
- F.6 To approve Colorado Materials PO #02732 in the amount of \$100,000.00 for the Monte Sagrado Rocky Road Project. Speaker: Judge Haden/Carolyn Caro; Backup: 1; Cost: \$100,000.00
- F.7 To approve REQ02696 and payment #2 Biggs Road for WJC Constructors Services in the amount of \$57,353.44. Speaker: Judge Haden/Carolyn Caro; Backup: 2; Cost: \$57,353.44
- F.8 To approve FY 23-24 blanket purchase orders for the jail. Speaker: Judge Haden/Carolyn Caro; Backup: 4; Cost: None
- F.9 To approve Resolution 03-2024 to (1) designate the Caldwell County Judge as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the 2024 Indigent Defense Grant Program; and (2) designate the County Auditor as the Financial Officer for this grant. Speaker: Judge Haden/Dennis Engelke; Backup: 7; Cost: \$0.00
- F.10 To approve Resolution 04-2024: (1) authorizing the County Judge to request funding under the CAPCOG Regional Solid Waste Grants Program Grant; (2) committing the County to compliance with grant requirements; (3) committing awarded funds to authorized purposes; and (4) committing to compliance with regional and local solid waste management plans. Speaker: Judge Haden/Dennis Engelke; Backup: 19; Cost: \$1,500.00
- F.11 To approve separate contracts between the County and Dale VFD, Delhi VFD, McMahan VFD, and Southeast Caldwell County VFD for rural fire protection and emergency medical services. Speaker: Commissioner Theriot/Hank Alex ; Backup: 36; Cost: \$72,000.00
- F.12 To approve Amendment No. 2 to the contract with PHI Air Medical, for an extension of coverage to September 30, 2024. Speaker: Judge Haden/James Green; Backup: 14; Cost: \$78,732.50
- F.13 To approve REQ02748 and payment for PHI Air Medical services for FY 23-24 in the amount of \$78,732.50. Speaker: Judge Haden/Carolyn Caro; Backup: 1; Cost: \$78,732.50
- F.14 To approve an interlocal cooperation agreement between the County, the City of Lockhart, and the City of Luling, for the division of costs for resident membership in the PHI CARES program for air ambulance services. Speaker: Judge Haden/Chase Goetz; Backup: 4; Cost: \$0.00
- F.15 To approve an agreement between the County and Ben Courtney for repair and maintenance of the Seth Clock Tower. Speaker: Judge Haden/Chase Goetz; Backup: 5; Cost: \$4,600.00
- F.16 To approve a professional services agreement between the County and Someday Strategies, LLC, for professional oversight of pre-construction activities for the evacuation center. Speaker: Judge Haden/Chase Goetz; Backup: 4; Cost: \$49,000.00
- F.17 To approve a development agreement between the County and RODG DT Lockhart PropCo, LLC for The Gristmill at Prairie Lea, an approximately 346.047-acre subdivision located at SH 80 and Plant Road. Speaker: Commissioner Horne/Kasi Miles/Tracy Bratton; Backup: 18; Cost: \$0.00

F.18 To approve fiscal security for construction with a bond in the amount of \$2,630,706.00 for Hartland Ranch Phase 2 located on Borchert Loop. Speaker: Judge Haden/BJ Westmoreland/Donald Leclerc; Backup: 3; Cost: \$2,630.706.00

**G. DISCUSSION ONLY:**

G.1 To consider a development agreement between the County and Political 339, LLC for an approximately 901.8-acre subdivision located at Political Road and SH 80. Speaker: Joseph Yaklin/Kasi Miles/Tracy Bratton; Backup: 101; Cost: \$0.00

G.2 To consider a development agreement between the County and CHISHOLM HILL LP, an approximately 776.772-acre subdivision located at Black Ankle Road and Boggy Creek Road. Speaker: Kristal Harris/Kasi Miles/Tracy Bratton; Backup: 19; Cost: \$0.00

G.3 To consider a development agreement between the County and TAC Forward LLC for Acorn Oaks, an approximately 93.459-acre subdivision located at 484 Acorn Road. Speaker: Tyler Dorsey/Henry Juarez/Tracy Bratton; Backup: 12; Cost: TBD

**H. ADJOURNMENT:**

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to: Texas Government Code Section 551.071(1) (Consultation with Attorney about Pending or Contemplated Litigation or Settlement Offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's Obligations Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Prospective Gift Donations); Texas Government Code Section 551.074 (Deliberations about Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices or Security Audits); Texas Government Code Section 551.084 (Exclusion of Witness from Hearing); Texas Government Code Section 551.087 (Deliberations about Economic Development Negotiations); and Texas Government Code Section 551.089 (Deliberations about Security Devices or Security Audits). In the event that the Court adjourns into Executive Session, the Court will announce the section of the Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests 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.

Notice: Any documents linked to an item listed in this Agenda are subject to change both after posting and after discussion and vote during the Commissioners Court meeting. A copy of this Notice has been posted on the outdoor bulletin board located at the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Said place is readily accessible to the general public at all times, and will remain posted continuously for at least 72 hours preceding the scheduled time of the meeting. A copy of this Notice has also been posted online at the County's website at <https://www.co.caldwell.tx.us/page/caldwell.CommissionersCourtAgendaMinutesandVideo>.

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To approve payments of County Invoices and Purchase Orders in the amount of \$858,002.35

**Costs:** \$858,002.35

**Agenda Speakers:** Judge Haden/Danie Teltow

**Backup Materials:** Attached

**Total # of Pages:** 30



Caldwell County, TX

# Payment Register

APPKT13144 - AP 10.24.2023

01 - Vendor Set 01

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

<b>Vendor Number</b> <a href="#">AERDYN</a>	<b>Vendor Name</b> AERODYNAMICS AIRCONDITIONING & REFRIG.			<b>Total Vendor Amount</b>	1,140.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">1354</a>	<b>Description</b> Clogged Drain/Leak Repair 09/25/23	<b>Payable Date</b> 09/25/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	1,140.00

<b>Vendor Number</b> <a href="#">ALECAL</a>	<b>Vendor Name</b> ALEXANDER LEE CALHOUN			<b>Total Vendor Amount</b>	630.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">23-0-275</a>	<b>Description</b> CAUSE 23-0-275	<b>Payable Date</b> 10/10/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	630.00

<b>Vendor Number</b> <a href="#">AMACOM</a>	<b>Vendor Name</b> AMAZON.COM SALES, INC			<b>Total Vendor Amount</b>	1,072.77
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">1HVV-3JLY-NYCP</a>	<b>Description</b> OFFICE SUPPLIES	<b>Payable Date</b> 10/03/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
	<a href="#">1NXY-46TW-PCL1</a>	OFFICE SUPPLIES	10/03/2023	10/24/2023	0.00
	<a href="#">1P6P-LT7R-HMW9</a>	OFFICE SUPPLIES	10/02/2023	10/24/2023	0.00
	<a href="#">1PQ9-FYDM-VGMM</a>	OFFICE SUPPLIES	09/30/2023	10/24/2023	0.00
	<a href="#">1T3V-MFQK-H41W</a>	OFFICE SUPPLIES	09/28/2023	10/24/2023	0.00
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	379.05
				0.00	44.96
				0.00	288.41
				0.00	274.09
				0.00	86.26

<b>Vendor Number</b> <a href="#">AMASNOT</a>	<b>Vendor Name</b> AMERICAN ASSOCIATION OF NOTARIES, INC			<b>Total Vendor Amount</b>	217.80
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">CS</a>	<b>Description</b> NOTARY- CRYSTAL A SMOLEN	<b>Payable Date</b> 10/10/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
	<a href="#">LG</a>	NOTARY- LINDA GARZA	10/10/2023	10/24/2023	0.00
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	108.90
				0.00	108.90

<b>Vendor Number</b> <a href="#">ESQTOW</a>	<b>Vendor Name</b> ANGEL D ESQUIVEL			<b>Total Vendor Amount</b>	565.45
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">23-0818-146</a>	<b>Description</b> Released Trailer from Impound - R. Calderon	<b>Payable Date</b> 09/01/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	565.45

<b>Vendor Number</b> <a href="#">ANICAR</a>	<b>Vendor Name</b> ANIMAL CARE EQUIPMENT & SERVICES, LLC			<b>Total Vendor Amount</b>	1,096.19
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">115572</a>	<b>Description</b> ACO Equipment	<b>Payable Date</b> 09/15/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	1,096.19

<b>Vendor Number</b> <a href="#">ANIDEL</a>	<b>Vendor Name</b> ANITA DELEON			<b>Total Vendor Amount</b>	193.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">10032023</a>	<b>Description</b> 20HR JP SEMINAR	<b>Payable Date</b> 10/03/2023	<b>Due Date</b> 10/24/2023	<b>Payment Date</b> 10/13/2023
				<b>Discount Amount</b>	<b>Payable Amount</b>
				0.00	193.00

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">ARCSOC</a>	ARCHIVESOCIAL, INC					5,988.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		5,988.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">274374</a>	Social Media Archiving Subscript Unlimited	10/27/2023	10/24/2023	0.00	5,988.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ASHPIN</a>	ASHLEY PINEDA					91.18
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		91.18
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10122023</a>	TRAINING 11/07-10/2023 MILEAGE	10/12/2023	10/24/2023	0.00	91.18	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ASCO</a>	ASSOCIATED SUPPLY COMPANY, INC					72.93
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		72.93
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">PSO0442959-1</a>	SUPPLIES & SMALL TOOLS	09/29/2023	10/24/2023	0.00	72.93	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">BROCO</a>	BROCO INC					4,713.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		4,713.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">0074513</a>	Backpacked Easylight	10/04/2023	10/24/2023	0.00	4,713.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CENAIR</a>	CENTURY HVAC DISTRIBUTING, L.P.					1,268.19
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,268.19
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">111482984</a>	Tools	09/22/2023	10/24/2023	0.00	1,268.19	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CHALAU</a>	CHARLES E. LAURENCE, M.D.					1,000.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,000.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">79623</a>	DOS 10/2023 Caldwell County Medical Advisor	10/02/2023	10/24/2023	0.00	1,000.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SPEBUS</a>	CHARTER COMMUNICATIONS HOLDINGS, LLC					214.59
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		214.59
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">0249629092523</a>	Acct 8260 16 115 0249629	09/25/2023	10/24/2023	0.00	214.59	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CINTAS</a>	CINTAS CORPORATION #86					3,217.14
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		3,217.14
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">4167720697</a>	Cintas Blanket PO FY 22-23	09/14/2023	10/24/2023	0.00	286.01	
<a href="#">4167720745</a>	Cintas Blanket PO FY 22-23	09/14/2023	10/24/2024	0.00	219.10	
<a href="#">4167720845</a>	Cintas Blanket PO FY 22-23	09/14/2023	10/24/2023	0.00	249.35	
<a href="#">4168436210</a>	Cintas Blanket PO FY 22-23	09/21/2023	10/24/2023	0.00	249.35	
<a href="#">4168436225</a>	Cintas Blanket PO FY 22-23	09/21/2023	10/24/2023	0.00	286.01	
<a href="#">4168436294</a>	Cintas Blanket PO FY 22-23	09/21/2023	10/24/2023	0.00	219.10	
<a href="#">4169132951</a>	Cintas Blanket PO FY 22-23	09/28/2023	10/24/2023	0.00	52.37	
<a href="#">4169133261</a>	Cintas Blanket PO FY 22-23	09/28/2023	10/24/2023	0.00	286.01	

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<a href="#">4169133459</a>	Cintas Blanket PO FY 22-23	09/28/2023	10/10/2023	0.00	366.56
<a href="#">4169133537</a>	Cintas Blanket PO FY 22-23	09/28/2023	10/24/2023	0.00	200.17
<a href="#">4169855327</a>	Cust Ref # TX992646 Cintas	10/05/2023	10/24/2023	0.00	52.37
<a href="#">4169855550</a>	Cust Ref # TX992646 Cintas	10/05/2023	10/24/2023	0.00	286.01
<a href="#">4169855658</a>	Cust Ref # TX992646 Cintas	10/05/2023	10/24/2023	0.00	200.17
<a href="#">4169855673</a>	Cust Ref TX992646 Cintas	10/05/2023	10/24/2023	0.00	264.56

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CINFIR</a>	CINTAS FAS LOCKBOX 636525					318.80
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	318.80	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">5178348589</a>	RENTALS	10/05/2023	10/24/2023	0.00	318.80	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CITIBA</a>	CITIBANK					1,391.92
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	1,391.92	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">163876</a>	Batteries	09/20/2023	10/24/2023	0.00	1,391.92	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CITBAN</a>	CITIBANK NA					4,991.58
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	4,991.58	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">02305373255000581730638</a>	USPS- CERTIFIED MAIL	09/11/2023	10/24/2023	0.00	42.99	
<a href="#">02305373270000580811836</a>	POSTAL SERVICE-JP PCT 3	09/26/2023	10/24/2023	0.00	58.90	
<a href="#">02305373271000589242347</a>	USPS PM EXPRESS	09/27/2023	10/24/2023	0.00	28.75	
<a href="#">05227023245500308063223</a>	MENGER HOTEL 08/30-09/01/2023-LORI MASUCA	09/01/2023	10/24/2023	0.00	278.99	
<a href="#">05227023245500308063306</a>	MENGER HOTEL 08/30-09/01/2023-TERESA RODRIGUEZ	09/01/2023	10/24/2023	0.00	278.98	
<a href="#">55432863261203897110109</a>	CAPS AUTO GLASS	09/18/2023	10/24/2023	0.00	475.00	
<a href="#">55436873257162571037007</a>	TX A&M HOTEL 09/10-13/2023-JUANITA ALLEN	09/13/2023	10/24/2023	0.00	340.32	
<a href="#">55488723269400782000053</a>	STATEWIDE PROCUREMENT EDU SYS-SARA LOVE	09/25/2023	10/24/2023	0.00	100.00	
<a href="#">82711163255000007729193</a>	ALACRA-OFFICE SUPPLIES NEEDED FOR SIB LOAN	09/12/2023	10/24/2023	0.00	225.00	
<a href="#">82711163257000018593842</a>	FAA REGISTRATION FOR DRONE-SGT D ERSKINE	09/14/2023	10/24/2023	0.00	10.00	
<a href="#">82711163271000011996861</a>	FFA REGISTRATION FOR DRONE-SGT D ERSKINE	09/28/2023	10/24/2023	0.00	5.00	
<a href="#">85456673261900019510360</a>	ROBERT MADDEN-BUILDING MAINTENANCE	09/18/2023	10/24/2023	0.00	160.78	
<a href="#">CITBAN 09.20.23</a>	DA Hotel Stay	09/20/2023	10/24/2023	0.00	2,254.90	
<a href="#">ORB8263667.2</a>	Environmental Hotel Second Half	09/15/2023	10/24/2023	0.00	731.97	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CITAUS</a>	CITY OF AUSTIN - WIRELESS COMMUNICATION					20.52
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	20.52	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">6400-CC_CALD_CO-082023</a>	REPAIRS & MAINTENANCE	08/31/2023	10/24/2023	0.00	20.52	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CITLUL</a>	CITY OF LULING EMS					133,711.82
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	133,711.82	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">FQE 06.30.2023</a>	FQE 06.30.23	10/04/2023	10/24/2023	0.00	133,711.82	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CLAPLU</a>	CLARKE KENT PLUMBING					2,241.70
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	2,241.70	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">I-56030-2</a>	Job # 56030 Issue Date 08/16/23	08/16/2023	10/24/2023	0.00	624.75	
<a href="#">I-56184-1</a>	Job # 56184 Issue Date 08/18/23	08/18/2023	10/24/2023	0.00	1,048.45	

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[I-56838-1](#)

Job # 56838 Issue Date 08/30/23

08/30/2023 10/24/2023

0.00 568.50

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">CLEVER</a>	CLEMENTE VERASTEGUI	58.02

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	58.02

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">10092023</a>	REIMBURSEMENT FOR FUEL	10/09/2023	10/24/2023	0.00	58.02

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">CLIMCC</a>	CLIFFORD W. MCCORMACK	1,100.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	1,100.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">2835-20CC/2936-23CC/2954-</a>	CAUSE# 2835-23CC/2936-23CC/2954-23CC	10/06/2023	10/24/2023	0.00	1,100.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">CLOEQU</a>	CLOSNER EQUIPMENT CO. INC.	835.56

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	835.56

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">S0088636</a>	Hydraulic Pump Driveline For Asphalt Distributor	09/06/2023	10/24/2023	0.00	835.56

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">CODASS</a>	CODE 3 ASSOCIATES	550.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	550.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">CODASS 10.06.23</a>	ACO Training Carl Townsend	10/06/2023	10/24/2023	0.00	550.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">COLWIS</a>	COLIN WISE	800.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	800.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">2970-23CC</a>	CAUSE 2970-23CC	10/06/2023	10/24/2023	0.00	500.00
<a href="#">2989-23CC</a>	CAUSE 2989-23CC	10/06/2023	10/24/2023	0.00	300.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">DANMCC</a>	DAN MCCORMACK	1,000.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	1,000.00

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">49736</a>	CAUSE NO 49736	09/25/2023	10/24/2023	0.00	1,000.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">DARLAW</a>	DARLA LAW	289.51

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	289.51

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">SEPTEMBER 2023</a>	MILEAGE SEPTEMBER 2023	09/29/2023	10/24/2023	0.00	289.51

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">DASMED</a>	DASH MEDICAL GLOVES, LLC	534.50

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	534.50

<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">ORD1839434</a>	Medical Grade Gloves - CID	10/09/2023	10/24/2023	0.00	534.50



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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">DAVKAU</a>	DAVIS KAUFMAN, PLLC					3,500.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		3,500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2436</a>	Monthly Retainer - Sept 2023	09/28/2023	10/24/2023	0.00		3,500.00

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">DELINC</a>	DELL MARKETING L.P.					1,137.66
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		1,137.66
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">10702599172</a>	VSO 2 monitor, 1 Optiplex 7010	10/05/2023	10/24/2023	0.00		1,137.66

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">DEWPOT</a>	DEWITT POTHS & SON					1,583.71
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		1,583.71
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">730188-0</a>	OFFICE SUPPLIES	09/27/2023	10/24/2023	0.00		96.00
<a href="#">730585-1</a>	OFFICE SUPPLIES	09/18/2023	10/24/2023	0.00		4.27
<a href="#">731857-0</a>	OPERATING SUPPLIES	09/27/2023	10/24/2023	0.00		191.74
<a href="#">731857-1</a>	OPERATING SUPPLIES	10/02/2023	10/24/2023	0.00		48.74
<a href="#">732242-0</a>	OFFICE SUPPLIES	10/01/2023	10/24/2023	0.00		173.44
<a href="#">732376-0</a>	OFFICE SUPPLIES	10/03/2023	10/24/2023	0.00		282.00
<a href="#">732376-1</a>	OFFICE SUPPLIES	10/04/2023	10/24/2023	0.00		23.90
<a href="#">732803-0</a>	OFFICE SUPPLIES	10/04/2023	10/24/2023	0.00		441.30
<a href="#">733039-0</a>	OFFICE SUPPLIES	10/06/2023	10/24/2023	0.00		283.17
<a href="#">733039-1</a>	OFFICE SUPPLIES	10/10/2023	10/24/2023	0.00		39.15

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">FREAUS</a>	DOGGETT FREIGHTLINER OF AUSTIN					259.60
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		259.60
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">X112034600</a>	SUPPLIES & SMALL TOOLS	09/25/2023	10/24/2023	0.00		259.60

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">DOUASS</a>	DOUCET & ASSOCIATES, INC					30,459.75
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		10,096.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309069</a>	R1911-100 Engineering Services	09/22/2023	10/24/2023	0.00		10,096.00
Check				10/13/2023		1,331.25
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309071</a>	Proj R1911-189-06: Hartland Phase 2 Plans	09/22/2023	10/24/2023	0.00		1,331.25
Check				10/13/2023		370.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309073</a>	Proj R1911-193-02: Sagada Dos Phase 2	09/22/2023	10/24/2023	0.00		370.00
Check				10/13/2023		550.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309074</a>	Proj R1911-207-04: Bollinger Phase 1	09/22/2023	10/24/2023	0.00		550.00
Check				10/13/2023		550.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309075</a>	Proj R1911-207-05: Bollinger Phase 2	09/22/2023	10/24/2023	0.00		550.00
Check				10/13/2023		550.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">2309076</a>	Proj R1911-234-01: Hillside/Chisholm Hill Develop.	09/22/2023	10/24/2023	0.00		550.00

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					10/13/2023	858.75
	<a href="#">2309077</a>	Proj R1911-238-02:Lake Longhorn Ranch	09/22/2023	10/24/2023	0.00	858.75
Check					10/13/2023	86.25
	<a href="#">2309078</a>	Proj R1911-239-02:Haskell RV Park	09/22/2023	10/24/2023	0.00	86.25
Check					10/13/2023	676.25
	<a href="#">2309079</a>	Proj R1911-249-02: Stafford Tomahawk TIA	09/22/2023	10/24/2023	0.00	676.25
Check					10/13/2023	1,505.00
	<a href="#">2309080</a>	Proj R1911-249-03: Tomahawk Prelim Plat	09/22/2023	10/24/2023	0.00	1,505.00
Check					10/13/2023	275.00
	<a href="#">2309081</a>	Proj R1911-251-02:Cotton Gateway Prelim Plat	09/22/2023	10/24/2023	0.00	275.00
Check					10/13/2023	4,607.50
	<a href="#">2309082</a>	Proj R1911-251-03:Cotton Gateway Phase 1 plans	09/22/2023	10/24/2023	0.00	4,607.50
Check					10/13/2023	68.75
	<a href="#">2309083</a>	Proj R1911-261-01:Red Oak Plant Road	09/22/2023	10/24/2023	0.00	68.75
Check					10/13/2023	1,011.25
	<a href="#">2309084</a>	Proj R1911-262-02:Lively Stone Construction Plan	09/22/2023	10/24/2023	0.00	1,011.25
Check					10/13/2023	1,245.00
	<a href="#">2309085</a>	Proj R1911-281-01:Hemphill WWTP	09/22/2023	10/24/2023	0.00	1,245.00
Check					10/13/2023	841.25
	<a href="#">2309086</a>	Proj R1911-293-02:UPI Auto Phase 1 Plat	09/22/2023	10/24/2023	0.00	841.25
Check					10/13/2023	1,186.25
	<a href="#">2309087</a>	Proj R1911-293-03:UPI Phase 1 Plans	09/22/2023	10/24/2023	0.00	1,186.25
Check					10/13/2023	596.25
	<a href="#">2309088</a>	Proj R1911-293-04:UPI Auto Phase 2 Plat	09/22/2023	10/24/2023	0.00	596.25
Check					10/13/2023	1,186.25
	<a href="#">2309089</a>	Proj R1911-293-05:UPI Phase 2 Plans	09/22/2023	10/24/2023	0.00	1,186.25
Check					10/13/2023	300.00
	<a href="#">2309090</a>	Proj R1911-304-01:Casa Subdivision	09/22/2023	10/24/2023	0.00	300.00
Check					10/13/2023	105.00
	<a href="#">2309091</a>	Proj R1911-305-01:FM 672 Acres Subdivision	09/22/2023	10/24/2023	0.00	105.00
Check					10/13/2023	105.00
	<a href="#">2309092</a>	Proj R1911-310-01:116 Spotted Horse Trl	09/22/2023	10/24/2023	0.00	105.00
Check					10/13/2023	737.50
	<a href="#">2309093</a>	Proj R1911-312-01:Tenney Creek Ranch Prelim Plat	09/22/2023	10/24/2023	0.00	737.50
Check					10/13/2023	1,101.25
	<a href="#">2309094</a>	Proj R1911-315-01:CRWA	09/22/2023	10/24/2023	0.00	1,101.25

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Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					10/13/2023	86.25
	<a href="#">2309095</a>	Proj R1911-316-01:Spanish Oaks Acres	09/22/2023	10/24/2023	0.00	86.25
Check					10/13/2023	86.25
	<a href="#">2309096</a>	Project: R1911-317-07	09/22/2023	10/24/2023	0.00	86.25
Check					10/13/2023	191.25
	<a href="#">2309097</a>	Proj R1911-318-01: Sage Hills Subdiv Prelim Plat	09/22/2023	10/24/2023	0.00	191.25
Check					10/13/2023	156.25
	<a href="#">2309098</a>	Proj R1911-319-01:403 Lytton Lane	09/22/2023	10/24/2023	0.00	156.25
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ENTFMT</a>	ENTERPRISE FM TRUST					75,731.30
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	75,731.30
	<a href="#">10/05/2023</a>	Cust # 588175A	10/05/2023	10/24/2023	0.00	75,731.30
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ESRI</a>	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC					1,507.22
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	1,507.22
	<a href="#">94551415</a>	Order 4481987 ESRI Annual Subscrip	08/26/2023	10/24/2023	0.00	1,507.22
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ERGASP</a>	ERGON ASPHALT AND EMULSIONS, INC.					102,964.70
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	102,964.70
	<a href="#">9403032720</a>	cust 912994	09/21/2023	10/24/2023	0.00	17,781.16
	<a href="#">9403033354</a>	cust 912994	09/21/2023	10/24/2023	0.00	180.00
	<a href="#">9403033355</a>	cust 912994	09/21/2023	10/24/2023	0.00	270.00
	<a href="#">9403033356</a>	cust 912994	09/21/2023	10/24/2023	0.00	350.00
	<a href="#">9403033482</a>	cust 912994	09/21/2023	10/24/2023	0.00	17,874.76
	<a href="#">9403033483</a>	cust 912994	09/21/2023	10/24/2023	0.00	5,326.28
	<a href="#">9403037050</a>	cust 912994	09/26/2023	10/24/2023	0.00	270.00
	<a href="#">9403037514</a>	cust 912994	09/26/2023	10/24/2023	0.00	6,161.45
	<a href="#">9403037665</a>	cust 912994	09/27/2023	10/24/2023	0.00	6,117.92
	<a href="#">9403038828</a>	cust 912994	09/27/2023	10/24/2023	0.00	6,014.66
	<a href="#">9403040342</a>	cust 912994	09/28/2023	10/24/2023	0.00	6,051.36
	<a href="#">9403041219</a>	912994	09/29/2023	10/24/2023	0.00	5,054.86
	<a href="#">9403041220</a>	912994	09/29/2023	10/24/2023	0.00	5,115.92
	<a href="#">9403042569</a>	Acct 912994 BOL No. 34898	10/02/2023	10/24/2023	0.00	5,049.07
	<a href="#">9403042570</a>	Acct 912994 BOL No. 34899	10/02/2023	10/24/2023	0.00	4,888.97
	<a href="#">9403044136</a>	Acct 912994 BOL No 34904	10/03/2023	10/24/2023	0.00	16,458.29
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">EWEAC</a>	EWEAC					6,125.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	6,125.00
	<a href="#">07-28-2023</a>	07/01/2023-09/30/2023	07/28/2023	10/24/2023	0.00	6,125.00

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">BUTBAK</a>	FLOWERS BAKING CO. OF SAN ANTONIO					652.77
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		652.77
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">4038387672</a>	cust 0040078309	10/02/2023	10/24/2023	0.00		652.77
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GAPOWE</a>	GA POWERS					163.13
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		163.13
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">66151</a>	JUDICIAL CENTER	10/04/2023	10/24/2023	0.00		163.13
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GOVCON</a>	GOVCONNECTION, INC.					6,627.84
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		6,627.84
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">74523577</a>	Order #62310618 Acct # 10533036	09/15/2023	10/24/2023	0.00		6,627.84
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GRAING</a>	GRAINGER					1,751.33
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,751.33
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">9855075322</a>	Acct# 841505548	09/29/2023	10/24/2023	0.00		1,751.33
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GRALLC</a>	GRANICUS LLC					11,697.02
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		11,697.02
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">172364</a>	Granicus SWAGIT Blanket PO FY 22-23	10/01/2023	10/24/2023	0.00		783.00
<a href="#">172368</a>	Acct 269099115 Peak Agenda Mngmt	10/01/2023	10/24/2023	0.00		10,914.02
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GHSLTD</a>	GRAVES, HUMPHRIES, STAHL, LTD					6,788.38
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		6,788.38
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">SEPTEMBER 2023</a>	ALL JPS SEPT 2023	10/12/2023	10/24/2023	0.00		6,788.38
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">GTDIST</a>	GT DISTRIBUTORS, INC.					537.44
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		537.44
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">INV0971416</a>	TRAINING	09/30/2023	10/24/2023	0.00		278.61
<a href="#">INV0971540</a>	TRAINING	09/30/2023	10/24/2023	0.00		258.83
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">HANEQU</a>	HANSON EQUIPMENT					37.33
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		37.33
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">301194</a>	TIRES	09/26/2023	10/24/2023	0.00		37.33

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">HOFSUP</a>	HOFMANN'S SUPPLY					127.33
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	127.33	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CR09230063</a>	RENTALS	09/30/2023	10/24/2023	0.00	127.33	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">HOLCAS</a>	HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					742.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	742.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">E222855</a>	Quarterly Inspection	09/27/2023	10/24/2023	0.00	742.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">LOGOS</a>	JANET F. GRIGAR					72.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	72.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">39140</a>	PUBLIC OUTREACH	10/02/2023	10/24/2023	0.00	72.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">FARPLA</a>	JOHN DEERE FINANCIAL					189.24
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	189.24	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2309-297437</a>	OPERATING SUPPLIES	09/27/2023	10/24/2023	0.00	183.65	
<a href="#">2310-003021</a>	LULING ANNEX	10/05/2023	10/24/2023	0.00	5.59	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">KYRTRU</a>	KYRISH TRUCK CENTER OF AUSTIN					1,088.11
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	1,088.11	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">X301175822 04</a>	Ref. Estimate - E301047617 dated 09-06-23	09/27/2023	10/24/2023	0.00	718.46	
<a href="#">X301175822 05</a>	Ref. Estimate - E301047617 dated 09-06-23	10/02/2023	10/24/2023	0.00	228.57	
<a href="#">X301177712</a>	REPAIRS & MAINTENANCE	10/04/2023	10/24/2023	0.00	141.08	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">LEGTRI</a>	LEGENDS TRI-COUNTY FUNERAL SERVICES					1,035.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	1,035.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">MK/2HOT/092023</a>	R.Banda 09/06/23 and A.BanuelosJr 09/29/23	10/03/2023	10/24/2023	0.00	640.00	
<a href="#">YM-1TOH-072023</a>	AUTOPSY	10/04/2023	10/24/2023	0.00	395.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">THOLEO</a>	LEON TRANSLATIONS					250.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	250.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">23032</a>	TRANSLATION SERVICES	06/22/2023	10/24/2023	0.00	250.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">LEXRIS</a>	LEXISNEXIS RISK DATA MANAGEMENT					50.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	50.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">1623451-20230930</a>	DUES & SUBSCRIPTIONS	09/30/2023	10/24/2023	0.00	50.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">LIVFEE</a>	LIVENGOOD FEED STORE					1,197.63
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		1,197.63
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">08.31.23 LIVFEE</a>	Balance Brought Forward for Past Invoices	08/31/2023	10/24/2023	0.00		1,197.63

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">BLULAY</a>	LOCAL LINUX, INC					320.78
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		320.78
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">78981</a>	Battery Backups JP2 & CCIC	10/10/2023	10/24/2023	0.00		320.78

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">LOCTRU</a>	LOCKHART HARDWARE					373.13
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		373.13
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">48750/1</a>	OPEARTING SUPPLIES	09/27/2023	10/24/2023	0.00		18.58
<a href="#">48804/1</a>	JUDICIAL CENTER	09/29/2023	10/24/2023	0.00		44.99
<a href="#">48852/1</a>	JUDICIAL CENTER	10/01/2023	10/24/2023	0.00		36.96
<a href="#">48860/1</a>	BUILDING MAINTENANCE	10/01/2023	10/24/2023	0.00		13.99
<a href="#">48861/1</a>	GROUNDS UPKEEP	10/02/2023	10/24/2023	0.00		10.17
<a href="#">48897/1</a>	JP1/DRC BUILDING	10/04/2023	10/24/2023	0.00		17.98
<a href="#">48907/1</a>	BUILDING MAINTENANCE	10/04/2023	10/24/2023	0.00		14.18
<a href="#">48909/1</a>	OPERATING SUPPLIES	10/04/2023	10/24/2023	0.00		92.94
<a href="#">48920/1</a>	LULING ANNEX	10/05/2023	10/24/2023	0.00		16.99
<a href="#">48923/1</a>	GROUNDS UPKEEP	10/05/2023	10/24/2023	0.00		8.38
<a href="#">48934/1</a>	MARKET ST ANNEX	10/05/2023	10/24/2023	0.00		5.58
<a href="#">48945/1</a>	BUILDING MAINTENANCE	10/06/2023	10/24/2023	0.00		17.43
<a href="#">48980/1</a>	GROUNDS UPKEEP	10/10/2023	10/24/2023	0.00		7.00
<a href="#">48983/1</a>	BUILDING MAINTENANCE LOCKHART	10/10/2023	10/24/2023	0.00		47.98
<a href="#">48987/1</a>	LYTTON SPRINGS	10/10/2023	10/24/2023	0.00		19.98

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">LOCPOS</a>	LOCKHART POST REGISTER					793.72
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		9.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">00095982</a>	Online Auction Notice	09/14/2023	10/24/2023	0.00		9.00
Check				10/13/2023		95.88
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">00095995</a>	Public Hearing on Siting Ordinance	09/21/2023	10/24/2023	0.00		95.88
Check				10/13/2023		688.84
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">00095996</a>	Siting Ordinance	09/21/2023	10/24/2023	0.00		688.84

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">LONLIV</a>	LONGHORN S LIVESTOCK FEED					191.25
Payment Type	Payment Number			Payment Date		Payment Amount
Check				10/13/2023		191.25
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<a href="#">1885</a>	OPERATING SUPPLIES	09/30/2023	10/24/2023	0.00		191.25

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">LCRA</a>	LOWER COLORADO RIVER AUTHORITY					9,882.79
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		9,882.79
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">TCI0008284</a>	Motorola APX4500 Radio	09/29/2023	10/24/2023	0.00	9,882.79	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">JCOJAN</a>	M.B. HAMMO ENTERPRISES, LLC					810.51
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		810.51
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">93576</a>	JCO Janitorial Supply Sept 2023	09/27/2023	10/24/2023	0.00	810.51	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">MALSAP</a>	MALLORY SAFETY AND SUPPLY, LLC					298.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		298.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">5728507</a>	OPERATING SUPPLIES	09/29/2023	10/24/2023	0.00	298.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">MEDPRO</a>	MEDINA'S PROFESSIONAL TREE SERVICE					2,400.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		2,400.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2334</a>	Fence Repai/Add Gate around County Barn	09/29/2023	10/24/2023	0.00	2,400.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">MOTSOL</a>	MOTOROLA SOLUTIONS					440.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		440.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">8330257644</a>	Transaction # 8330257644 Customer # 1036485151	09/28/2023	10/24/2023	0.00	440.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">MUEWAT</a>	MUELLER WATER CONDITIONING, INC.					722.99
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		722.99
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">0440581-IN</a>	22-23 FY	09/25/2023	10/24/2023	0.00	722.99	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">NETDAT</a>	NET DATA					52,990.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		52,990.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">ND-004981</a>	Work order # 10/01/2023-09/30/2024	09/01/2023	10/24/2023	0.00	42,885.00	
<a href="#">ND-005153</a>	FY 23-24 Annual Software Maintenance	10/01/2023	10/24/2023	0.00	9,245.00	
<a href="#">SEPTEMBER 2023</a>	NET DATA-ITICKETS ALL JPS	10/12/2023	10/24/2023	0.00	860.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">NETPRO</a>	NETPROTEC, LLC					1,946.72
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,946.72
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3702</a>	Portage 1500 Support & Maint.	10/02/2023	10/24/2023	0.00	1,946.72	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">OFFIDE</a>	ODP BUSINESS SOLUTIONS					1,200.96
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	1,200.96		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">332792696001</a>	OFFICE SUPPLIES	09/18/2023	10/24/2023	0.00	220.48	
<a href="#">332801325001</a>	OFFICE SUPPLIES	09/15/2023	10/24/2023	0.00	44.09	
<a href="#">334225354001</a>	OFFICE SUPPLIES	10/03/2023	10/24/2023	0.00	262.64	
<a href="#">335195755001</a>	OFFICE SUPPLIES	10/06/2023	10/24/2023	0.00	409.60	
<a href="#">335208679001</a>	OFFICE SUPPLIES	10/06/2023	10/24/2023	0.00	207.73	
<a href="#">335266814001</a>	OFFICE SUPPLIES	10/06/2023	10/24/2023	0.00	56.42	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">OMNBAS</a>	OMNIBASE SERVICES OF TEXAS, LP					1,164.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	1,164.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10102023</a>	FTA PROGRAM QTR 3 REPORT ALL JPS	10/10/2023	10/24/2023	0.00	1,164.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">ORKIN</a>	ORKIN - AUSTIN COMMERCIAL					320.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	320.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">247816158</a>	acct 29121597 sept 2023	09/05/2023	10/24/2023	0.00	320.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">PANVET</a>	PANORAMIC VETPRO, INC.					450.00
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	450.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">13571</a>	MACHINERY & EQUIPMENT	10/02/2023	10/24/2023	0.00	450.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">PARRES</a>	PARBELLUM RESEARCH					2,482.50
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	2,482.50		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">12111</a>	Ammunition	09/22/2023	10/24/2023	0.00	2,482.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">PFGTEM</a>	PERFORMANCE FOODSERVICE - TEMPLE					8,813.71
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	8,813.71		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2066758</a>	09/14/23 Customer # 43557	09/14/2023	10/24/2023	0.00	1,412.63	
<a href="#">2069691</a>	09/18/23 Customer # 43557	09/18/2023	10/24/2023	0.00	1,648.50	
<a href="#">2074059</a>	09/21/23 Customer #43557	09/21/2023	10/24/2023	0.00	1,872.38	
<a href="#">2077017</a>	09/25/23 Customer #43557	09/25/2023	10/24/2023	0.00	1,727.29	
<a href="#">2081019</a>	Performance Food 092823	09/28/2023	10/24/2023	0.00	2,152.91	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">PETTRA</a>	PETROLEUM TRADERS CORPORATION					16,996.45
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>		
Check			10/13/2023	16,996.45		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">1924803</a>	Acct# 990644/1	09/27/2023	10/24/2023	0.00	16,996.45	



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<b>Vendor Number</b> <a href="#">MAXPOS</a>	<b>Vendor Name</b> POSTMASTER					<b>Total Vendor Amount</b> 82.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 82.00	
<b>Payable Number</b> <a href="#">09012023</a>	<b>Description</b> PO BOX #145 RENEWAL	<b>Payable Date</b> 09/01/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 82.00	

<b>Vendor Number</b> <a href="#">PRISOL</a>	<b>Vendor Name</b> PRINTING SOLUTIONS					<b>Total Vendor Amount</b> 1,150.45
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 1,150.45	
<b>Payable Number</b> <a href="#">4316 POS</a>	<b>Description</b> OPERATING SUPPLIES	<b>Payable Date</b> 09/29/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 373.00	
<a href="#">4317 POS</a>	OPERATING SUPPLIES	09/29/2023	10/24/2023	0.00	456.65	
<a href="#">4319 POS</a>	OPERATING SUPPLIES	09/29/2023	10/24/2023	0.00	268.00	
<a href="#">4324 POS</a>	OFFICE SUPPLIES	10/02/2023	10/24/2023	0.00	52.80	

<b>Vendor Number</b> <a href="#">PROMIC</a>	<b>Vendor Name</b> PROGRESSIVE MICROTECHNOLOGY, INC.					<b>Total Vendor Amount</b> 695.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 695.00	
<b>Payable Number</b> <a href="#">23-0912</a>	<b>Description</b> Item SvcET-TSS 23-0912	<b>Payable Date</b> 09/12/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 695.00	

<b>Vendor Number</b> <a href="#">QUALEA</a>	<b>Vendor Name</b> QUADIENT LEASING USA, INC					<b>Total Vendor Amount</b> 908.36
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 232.61	
<b>Payable Number</b> <a href="#">N10001916</a>	<b>Description</b> 28-apr-23 to 27-Jul-23 Lease N21042357 Elections	<b>Payable Date</b> 09/25/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 232.61	
Check			10/13/2023		207.45	
<b>Payable Number</b> <a href="#">N10128152</a>	<b>Description</b> 07/26/23 to 10/25/23	<b>Payable Date</b> 09/23/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 207.45	
Check			10/13/2023		468.30	
<b>Payable Number</b> <a href="#">N10131290</a>	<b>Description</b> 28-Jul-23 to 27-Oct-23 Lease N21042357 Elections	<b>Payable Date</b> 09/25/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 468.30	

<b>Vendor Number</b> <a href="#">LEXINE</a>	<b>Vendor Name</b> RELX INC. DBA LEXISNEXIS					<b>Total Vendor Amount</b> 84.00
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 84.00	
<b>Payable Number</b> <a href="#">3094708273</a>	<b>Description</b> Acct 422MKTQ29	<b>Payable Date</b> 09/30/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 84.00	

<b>Vendor Number</b> <a href="#">SAFRES</a>	<b>Vendor Name</b> SAFE RESTRAINTS, INC					<b>Total Vendor Amount</b> 3,118.24
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 3,118.24	
<b>Payable Number</b> <a href="#">PP041023CCSO</a>	<b>Description</b> 2 WRAP Restraints w/Helmets	<b>Payable Date</b> 10/05/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,118.24	

<b>Vendor Number</b> <a href="#">SALMER</a>	<b>Vendor Name</b> SALT FLAT MERCANTILE, LLC					<b>Total Vendor Amount</b> 59.99
<b>Payment Type</b> Check	<b>Payment Number</b>		<b>Payment Date</b> 10/13/2023		<b>Payment Amount</b> 59.99	
<b>Payable Number</b> <a href="#">15583-66130</a>	<b>Description</b> SUPPLIES & SMALL TOOLS	<b>Payable Date</b> 10/06/2023	<b>Due Date</b> 10/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 59.99	

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<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">SANANT</a>	SAN ANTONIO CODE BLUE # 2	344.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	344.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<a href="#">75970</a>	UNIFORMS	10/09/2023	10/24/2023
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	344.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">SARLOV</a>	SARA LOVE	173.70

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	173.70
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<a href="#">10052023</a>	VETPRO TRAINING	10/05/2023	10/24/2023
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	173.70

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">SCHELE</a>	SCHMIDT ELECTRIC CO., INC.	926.19

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	926.19
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<a href="#">63955</a>	22-23 FY Repair/Replace burned out lamps	09/29/2023	10/24/2023
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	926.19

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">REDAUT</a>	SEAN MATTHEW MANN	2,903.88

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	2,903.88
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<a href="#">162965</a>	Redhead Auto Parts Blanket PO FY 22-23	09/01/2023	10/24/2023
<a href="#">163844</a>	SUPPLIES & SMALL TOOLS	09/20/2023	10/24/2023
<a href="#">163946</a>	SUPPLIES & SMALL TOOLS	09/21/2023	10/24/2023
<a href="#">163980</a>	Redhead Auto Parts Blanket PO FY 22-23	09/22/2023	10/24/2023
<a href="#">164110</a>	SUPPLIES & SMALL TOOLS	09/25/2023	10/24/2023
<a href="#">164144</a>	SUPPLIES & SMALL TOOLS	09/26/2023	10/24/2023
<a href="#">164145</a>	SUPPLIES & SMALL TOOLS	09/26/2023	09/26/2023
<a href="#">164149</a>	Redhead Auto Parts Blanket PO FY 22-23	09/26/2023	10/24/2023
<a href="#">164182</a>	SUPPLIES & SMALL TOOLS	09/27/2023	10/24/2023
<a href="#">164183</a>	SUPPLIES & SMALL TOOLS	09/27/2023	10/24/2023
<a href="#">164271</a>	SUPPLIES & SMALL TOOLS	09/28/2023	10/24/2023
<a href="#">164278</a>	Redhead Auto Parts Blanket PO FY 22-23	09/28/2023	10/24/2023
<a href="#">164329</a>	Redhead Auto Parts Blanket PO FY 22-23	09/29/2023	10/24/2023
<a href="#">164362</a>	SUPPLIES & SMALL TOOLS	09/29/2023	10/24/2023
<a href="#">164569</a>	SUPPLIES & SMALL TOOLS	10/04/2023	10/24/2023
<a href="#">164570</a>	SUPPLIES & SMALL TOOLS	10/04/2023	10/24/2023
<a href="#">164617</a>	REPAIRS & MAINTENANCE	10/05/2023	10/24/2023
<a href="#">164620</a>	REPAIRS & MAINTENANCE	10/05/2023	10/24/2023
<a href="#">164648</a>	REPAIRS & MAINTENANCE	10/05/2023	10/24/2023
<a href="#">164689</a>	Oil filter, filter, air filter,cabin air, sep elem	10/06/2023	10/24/2023
<a href="#">164756</a>	SUPPLIES & SMALL TOOLS	10/07/2023	10/24/2023
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	19.99
		0.00	158.37
		0.00	220.44
		0.00	105.00
		0.00	131.82
		0.00	77.99
		0.00	-72.99
		0.00	461.14
		0.00	242.11
		0.00	94.50
		0.00	47.94
		0.00	50.45
		0.00	35.88
		0.00	22.97
		0.00	11.98
		0.00	200.99
		0.00	57.38
		0.00	36.90
		0.00	317.38
		0.00	515.72
		0.00	167.92

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<a href="#">SMISUP</a>	SMITH SUPPLY CO.- LOCKHART	442.20

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		10/13/2023	442.20
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<a href="#">2309-581203</a>	OPERATING SUPPLIES	09/26/2023	10/24/2023
<a href="#">2309-581213</a>	OPERATING SUPPLIES	09/26/2023	10/24/2023
<a href="#">2309-581441</a>	OPERATING SUPPLIES	09/27/2023	10/24/2023
<a href="#">2309-581494</a>	OPERATING SUPPLIES	09/27/2023	10/24/2023
<a href="#">2310-582939</a>	BUILDING MAINTENANCE	10/03/2023	10/24/2023
<a href="#">2310-584260</a>	GROUPS UPKEEP	10/09/2023	10/24/2023
<a href="#">2310-584692</a>	LYTTON SPRINGS ANNEX	10/10/2023	10/24/2023
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	126.00
		0.00	10.50
		0.00	71.95
		0.00	65.95
		0.00	35.90
		0.00	20.95
		0.00	110.95

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">SMILUL</a>	SMITH SUPPLY CO.-LULING					120.55
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		120.55
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">2309-580919</a>	OPERATING SUPPLIES	09/25/2023	10/24/2023	0.00		18.40
<a href="#">2310-583187</a>	OPERATING SUPPLIES	10/04/2023	10/24/2023	0.00		4.50
<a href="#">2310-583737</a>	OPERATING SUPPLIES	10/06/2023	10/24/2023	0.00		97.65
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SOUTIR</a>	SOUTHERN TIRE MART, LLC					8,696.70
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		8,696.70
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">4650166896</a>	Cust 0142726	09/26/2023	10/24/2023	0.00		7,957.60
<a href="#">4650167872</a>	Cust # 0142726	09/28/2023	10/24/2023	0.00		739.10
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">STECRA</a>	STEVEN LEWIS CRAIN					1,822.67
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,822.67
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">231002</a>	2023 Bank Recs Travel Expenses	10/12/2023	10/24/2023	0.00		1,822.67
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SUPEDI</a>	SUPERIOR DISPOSAL, LLC					2,017.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		2,017.40
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">57713</a>	09/01/23 work order 56612	09/01/2023	10/24/2023	0.00		1,218.40
<a href="#">58437</a>	Acct 01-3810 8	09/29/2023	10/24/2023	0.00		575.00
<a href="#">59246</a>	TRASH SERVIVE-LYTTON SPRINGS	10/01/2023	10/24/2023	0.00		224.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SYSCO</a>	SYSCO CENTRAL TEXAS, INC					6,258.24
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		6,258.24
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">813075155</a>	cust 043430	09/22/2023	10/24/2023	0.00		2,065.49
<a href="#">813075156</a>	cust 043430	09/22/2023	10/24/2023	0.00		254.18
<a href="#">813091512</a>	cust 043430	09/27/2023	10/24/2023	0.00		1,713.34
<a href="#">813091513</a>	cust 043430	09/27/2023	10/24/2023	0.00		62.19
<a href="#">813099514</a>	cust 043430	09/29/2023	10/24/2023	0.00		2,163.04
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">TACEDU</a>	TEXAS ASSOCIATION OF COUNTIES					500.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		150.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">344343</a>	EZZY CHAN-2024 COUNTY COURT ASSTS TRAINING CONF	10/02/2023	10/24/2023	0.00		150.00
Check				10/13/2023		150.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">344456</a>	STEPHANIE MCKEE-24' COUNTY COURT ASSTS CONF	10/02/2023	10/24/2023	0.00		150.00
Check				10/13/2023		200.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">345077</a>	24' COUNTY&DISTRICT CLERKS ASSOC-JUANITA ALLEN	10/11/2023	10/24/2023	0.00		200.00

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">TACRIS</a>	TEXAS ASSOCIATION OF COUNTIES					217,706.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	217,706.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">41664</a>	FY 23-24 County Liability	10/01/2023	10/24/2023	0.00	217,706.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">TAPEIT</a>	TEXAS ASSOCIATION OF PROPERTY & EVIDENCE INVENTOI					700.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	700.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2023-072023-0390</a>	TAPEIT '23-DONNA HOEHNE	07/20/2023	10/24/2023	0.00	350.00	
<a href="#">2023-102023-0632</a>	TAPEIT '23- ASHLEY PINEDA	10/03/2023	10/24/2023	0.00	350.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CRILAB</a>	TEXAS DEPARTMENT OF PUBLIC SAFETY CRIME LAB					4.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	4.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CR-271583</a>	SECURE SITE NAME SEARCH 09/13-29/2023	09/30/2023	10/24/2023	0.00	4.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SWTSU</a>	TEXAS JUSTICE COURT TRAINING CENTER					630.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	630.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">31</a>	20HR JP SEMINAR-ANITA DELEON	10/02/2023	10/24/2023	0.00	315.00	
<a href="#">32</a>	20HR JP SEMINAR-YVETTE MIRELES 11/26-29/2023	10/02/2023	10/24/2023	0.00	315.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">THEACO</a>	THE EARPHONE CONNECTION INC					208.99
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	208.99	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">295090</a>	MACHINERY & EQUIPMENT	10/10/2023	10/24/2023	0.00	208.99	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">JASTRU</a>	THE LAW OFFICES OF JASON TRUMPLER					1,500.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	1,500.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">23-181</a>	CAUSE 23-181	10/02/2023	10/24/2023	0.00	1,500.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">THEPOL</a>	THE POLICE AND SHERIFFS PRESS					220.90
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	220.90	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">183374</a>	TRAINING-ID CARDS	09/28/2023	10/24/2023	0.00	220.90	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">THOREU</a>	THOMSON REUTERS					1,105.34
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				10/13/2023	1,105.34	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">6157026945</a>	PUBLICATIONS	10/09/2023	10/24/2023	0.00	444.00	
<a href="#">849017858</a>	PUBLICATIONS	10/01/2023	10/24/2023	0.00	196.00	
<a href="#">849021156</a>	PUBLICATIONS	10/01/2023	10/24/2023	0.00	360.00	
<a href="#">849113473</a>	PUBLICATIONS	10/01/2023	10/24/2023	0.00	105.34	

**Payment Register**

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">TRARIS</a>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, I					1,397.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		1,397.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">234599-202309-1</a>	DUES & SUBSCRIPTIONS	10/01/2023	10/24/2023	0.00		75.00
<a href="#">245302-202309-1</a>	OPERATING SUPPLIES	10/01/2023	10/24/2023	0.00		122.00
<a href="#">811791-102023</a>	TLO Services 10/01/2023-09/30/2024	10/04/2023	10/24/2023	0.00		1,200.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">TRAMED</a>	TRAVIS COUNTY MEDICAL EXAMINER					7,556.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		7,556.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">3300007565</a>	PA 23-02640 John Gibson	09/28/2023	10/24/2023	0.00		3,778.00
<a href="#">3300007580</a>	PA 23-04134 Mike Davila	09/28/2023	10/24/2023	0.00		3,778.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">TYLTEC</a>	TYLER TECHNOLOGIES, INC.					60,987.95
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		48,572.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">025-434185</a>	09/01/23 - 08/31/24 Annual SaaS Fees - year 3	08/10/2023	10/24/2023	0.00		48,572.00
Check				10/13/2023		12,415.95
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">025-434686</a>	10/01/23 - 09/30/24	09/01/2023	10/24/2023	0.00		12,415.95
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">UNIFIR</a>	UNIFIRST CORPORATION					151.84
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		151.84
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">2740097809</a>	Unifirst cust #267519 Sept. 2023	09/29/2023	10/24/2023	0.00		91.88
<a href="#">2740099618</a>	Cust 267519	10/06/2023	10/24/2023	0.00		59.96
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">OFFWAT</a>	WATCH SYSTEMS LLC					5,500.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		5,500.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">58486</a>	Yearly contract for offender watch	09/27/2023	10/24/2023	0.00		5,500.00
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">CNASUR</a>	WESTERN SURETY COMPANY					263.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				10/13/2023		50.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">63823170</a>	BOND#63823170 DENNIS ENGELKE	10/12/2023	10/24/2023	0.00		50.00
Check				10/13/2023		71.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">72588400N</a>	EMPLOYEE BONDING-BRETT MCVAY 09/2023-09/2027	09/26/2023	10/24/2023	0.00		71.00
Check				10/13/2023		71.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">72588620N</a>	EMPLOYEE BONDING- DONNA HOEHNE 11/2023-11/2027	09/26/2023	10/24/2023	0.00		71.00
Check				10/13/2023		71.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>		<b>Payable Amount</b>
<a href="#">72588969N</a>	EMPLOYEE BONDING- ANTONIO BROWN 09/2023-09/2027	09/26/2023	10/24/2023	0.00		71.00

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">XERCOR</a>	XEROX CORPORATION					616.69
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	360.69
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">4759406</a>	7/30 thru 8/29 \$125 & 8/30 thru 9/29 \$235.69	09/10/2023	10/24/2023	0.00	360.69	
Check					10/13/2023	256.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">4873108</a>	09/27 - 10/26 cont. 010-0135497-001	10/07/2023	10/24/2023	0.00	256.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">XLPART</a>	XL PARTS, LLC					267.15
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	267.15
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">0416AK0956</a>	Cust 490093	09/26/2023	10/24/2023	0.00	267.15	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">SMASIG</a>	XPRESSMYSELF.COM LLC					493.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	493.75
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">SMT-639684</a>	IMPOUND FEES	09/15/2023	10/24/2023	0.00	493.75	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">YVEMIR</a>	YVETTE M. MIRELES					193.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					10/13/2023	193.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10032023</a>	20 HR JP SEMINAR-GALVESTON	10/03/2023	10/24/2023	0.00	193.00	

### Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	284	148	0.00	858,002.35
<b>Packet Totals:</b>		<b>284</b>	<b>148</b>	<b>0.00</b>	<b>858,002.35</b>

### Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-858,002.35
<b>Packet Totals:</b>		<b>-858,002.35</b>





Table with columns: Vendor Name, Payable Number, Description (Item), Account Name, Account Number, Amount. Includes sub-sections for various departments like Tax Assessor, County Clerk, District Attorney, Environmental Task Force, District Clerk, District Judge, and County Court Law.

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1</b>					
DEWITT POTH & SON	730188-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3251-3110	96.00
<b>Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:</b>					<b>96.00</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
DEWITT POTH & SON	730585-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3252-3110	4.27
<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>					<b>4.27</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
DEWITT POTH & SON	733039-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3253-3110	39.15
TEXAS JUSTICE COURT TRAINI...	31	20HR JP SEMINAR-ANITA DEL...	TRAINING	001-3253-4810	315.00
ANITA DELEON	10032023	20JR JP SEMINAR	TRAINING	001-3253-4810	193.00
DEWITT POTH & SON	733039-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3253-3110	283.17
POSTMASTER	09012023	PO BOX #145 RENEWAL	POSTAGE	001-3253-3120	82.00
CITIBANK NA	02305373270000580811836	POSTAL SERVICE-JP PCT 3	POSTAGE	001-3253-3120	58.90
<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>					<b>971.22</b>
<b>Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4</b>					
TEXAS JUSTICE COURT TRAINI...	32	20HR JP SEMINAR-YVETTE MIR...	TRAINING	001-3254-4810	315.00
YVETTE M. MIRELES	10032023	20 HR JP SEMINAR-GALVESTON	TRAINING	001-3254-4810	193.00
AMAZON.COM SALES, INC	1T3V-MFQK-H41W	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3254-3110	86.26
AMAZON.COM SALES, INC	1PQ9-FYDM-VGMM	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3254-3110	274.09
<b>Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:</b>					<b>868.35</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
TRANSUNION RISK AND ALTE...	245302-202309-1	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4300-3130	122.00
ASHLEY PINEDA	10122023	TRAINING 11/07-10/2023 MIL...	TRAINING	001-4300-4810	91.18
ARCHIVESOCIAL, INC	274374	Social Media Archiving Subscrip...	OPERATING SUPPLIES	001-4300-3130	5,988.00
TEXAS ASSOCIATION OF PROP...	2023-102023-0632	TAPEIT '23- ASHLEY PINEDA	TRAINING	001-4300-4810	350.00
BROCO INC	0074513	Backpacked Easylight	MACHINERY AND EQUIPMENT	001-4300-5310	4,713.00
SAFE RESTRAINTS, INC	PP041023CCSO	2 WRAP Restraints w/Helmets	MACHINERY AND EQUIPMENT	001-4300-5310	3,118.24
ODP BUSINESS SOLUTIONS	335195755001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	409.60
ODP BUSINESS SOLUTIONS	335208679001	OFFICE SUPPLIES-COUNTY SHI...	OPERATING SUPPLIES	001-4300-3130	103.87
CODE 3 ASSOCIATES	CODASS 10.06.23	ACO Training Carl Townsend	TRAINING	001-4300-4810	550.00
DASH MEDICAL GLOVES, LLC	ORD1839434	Medical Grade Gloves - CID	OPERATING SUPPLIES	001-4300-3130	534.50
TEXAS ASSOCIATION OF PROP...	2023-072023-0390	TAPEIT '23-DONNA HOEHNE	TRAINING	001-4300-4810	350.00
LIVENGOOD FEED STORE	08.31.23 LIVFEE	Balance Brought Forward for P...	OPERATING SUPPLIES	001-4300-3130	1,197.63
CITY OF AUSTIN - WIRELESS C...	6400-CC_CALD_CO-082023	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	001-4300-4510	20.52
ANGEL D ESQUIVEL	23-0818-146	Released Trailer from Impound..	REPAIRS & MAINTENANCE	001-4300-4510	565.45
PROGRESSIVE MICROTECHNO...	23-0912	PMI Evidence Tracker Annual &..	OPERATING SUPPLIES	001-4300-3130	695.00
CITIBANK NA	82711163257000018593842	FAA REGISTRATION FOR DRON...	OPERATING SUPPLIES	001-4300-3130	10.00
ANIMAL CARE EQUIPMENT & ...	115572	ACO Equipment	IMPOUND FEES	001-4300-3150	1,096.19
ODP BUSINESS SOLUTIONS	332801325001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	44.09
GOVCONNECTION, INC.	74523577	Patrol Vehicle Equipment	MACHINERY AND EQUIPMENT	001-4300-5310	6,627.84
XPRESSMYSELF.COM LLC	SMT-639684	IMPOUND FEES	IMPOUND FEES	001-4300-3150	493.75
CITIBANK NA	55432863261203897110109	CAPS AUTO GLASS	REPAIRS & MAINTENANCE	001-4300-4510	475.00
PARBELLUM RESEARCH	12111	Ammunition	TRAINING	001-4300-4810	2,482.50
WATCH SYSTEMS LLC	58486	Yearly contract for offender w...	OPERATING SUPPLIES	001-4300-3130	5,500.00
CITIBANK NA	82711163271000011996861	FFA REGISTRATION FOR DRON...	OPERATING SUPPLIES	001-4300-3130	5.00
PRINTING SOLUTIONS	4316 POS	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	373.00
PRINTING SOLUTIONS	4317 POS	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4300-3130	456.65
PRINTING SOLUTIONS	4319 POS	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4300-3130	268.00
MALLORY SAFETY AND SUPPLY,...	5728507	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4300-3130	298.00
LONGHORN S LIVESTOCK FEED	1885	OPERATING SUPPLIES	OPERATING SUPPLIES	001-4300-3130	191.25
<b>Department 4300 - COUNTY SHERIFF Total:</b>					<b>37,130.26</b>
<b>Department : 4310 - COUNTY JAIL</b>					
FLOWERS BAKING CO. OF SAN...	4038387672	Flowers Baking	FOOD SUPPLIES	001-4310-3100	652.77
ODP BUSINESS SOLUTIONS	334225354001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4310-3130	262.64
UNIFIRST CORPORATION	2740099618	Uniform Services	OPERATING SUPPLIES	001-4310-3130	59.96
ODP BUSINESS SOLUTIONS	335208679001	OFFICE SUPPLIES-COUNTY JAIL	OPERATING SUPPLIES	001-4310-3130	103.86
CLARKE KENT PLUMBING	I-56030-2	Camera Diagnostics/Cleaning b...	REPAIRS & MAINTENANCE	001-4310-4510	624.75
CLARKE KENT PLUMBING	I-56184-1	Resetting Toilet and Cleaning L...	REPAIRS & MAINTENANCE	001-4310-4510	1,048.45
CLARKE KENT PLUMBING	I-56838-1	Camera Diagnostics	REPAIRS & MAINTENANCE	001-4310-4510	568.50

## Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PERFORMANCE FOODSERVICE ...	2066758	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,412.63
PERFORMANCE FOODSERVICE ...	2069691	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,648.50
ODP BUSINESS SOLUTIONS	332792696001	OFFICE SUPPLIES	OPERATING SUPPLIES	001-4310-3130	220.48
PERFORMANCE FOODSERVICE ...	2074059	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,872.38
SYSCO CENTRAL TEXAS, INC	813075155	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	2,065.49
SYSCO CENTRAL TEXAS, INC	813075156	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	254.18
MUELLER WATER CONDITIONI...	0440581-IN	Mueller Water Conditioning 22..	REPAIRS & MAINTENANCE	001-4310-4510	722.99
AERODYNAMICS AIRCONDITI...	1354	Clogged Drain/Leak Repair	REPAIRS & MAINTENANCE	001-4310-4510	1,140.00
PERFORMANCE FOODSERVICE ...	2077017	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,727.29
WESTERN SURETY COMPANY	72588400N	EMPLOYEE BONDING-BRETT ...	OPERATING SUPPLIES	001-4310-3130	71.00
WESTERN SURETY COMPANY	72588620N	EMPLOYEE BONDING- DONNA...	OPERATING SUPPLIES	001-4310-3130	71.00
WESTERN SURETY COMPANY	72588969N	EMPLOYEE BONDING- ANTON...	OPERATING SUPPLIES	001-4310-3130	71.00
SYSCO CENTRAL TEXAS, INC	813091512	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,713.34
SYSCO CENTRAL TEXAS, INC	813091513	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	62.19
M.B. HAMMO ENTERPRISES, L...	93576	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	810.51
HOLT TEXAS, LTD., A DIVISION...	E222855	Quarterly Inspection	REPAIRS & MAINTENANCE	001-4310-4510	742.00
PERFORMANCE FOODSERVICE ...	2081019	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	2,152.91
UNIFIRST CORPORATION	2740097809	Unifirst	OPERATING SUPPLIES	001-4310-3130	91.88
SCHMIDT ELECTRIC CO., INC.	63955	22-23 FY Repair/Replace burn...	REPAIRS & MAINTENANCE	001-4310-4510	926.19
SYSCO CENTRAL TEXAS, INC	813099514	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	2,163.04
ORKIN - AUSTIN COMMERCIAL	247816158	Orkin Pest Control	REPAIRS & MAINTENANCE	001-4310-4510	320.00
<b>Department 4310 - COUNTY JAIL Total:</b>					<b>23,579.93</b>
<b>Department : 4321 - CONSTABLES - PCT 1</b>					
AMERICAN ASSOCIATION OF ...	CS	NOTARY- CRYSTAL A SMOLEN	MISCELLANEOUS	001-4321-4850	108.90
AMERICAN ASSOCIATION OF ...	LG	NOTARY- LINDA GARZA	MISCELLANEOUS	001-4321-4850	108.90
TRANSUNION RISK AND ALTE...	811791-102023	TLO Services FY 23-24	DUES & SUBSCRIPTIONS	001-4321-3050	1,200.00
ODP BUSINESS SOLUTIONS	335266814001	OFFICE SUPPLIES	OFFICE SUPPLIES	001-4321-3110	56.42
CLEMENTE VERASTEGUI	10092023	REIMBURSEMENT FOR FUEK	TRANSPORTATION	001-4321-4260	58.02
<b>Department 4321 - CONSTABLES - PCT 1 Total:</b>					<b>1,532.24</b>
<b>Department : 4323 - CONSTABLES - PCT 3</b>					
MOTOROLA SOLUTIONS	8330257644	Radio Repairs	REPAIRS & MAINTENANCE	001-4323-4510	440.00
<b>Department 4323 - CONSTABLES - PCT 3 Total:</b>					<b>440.00</b>
<b>Department : 4324 - CONSTABLES - PCT 4</b>					
THE EARPHONE CONNECTION ...	295090	MACHINERY & EQUIPMENT	MACHINERY AND EQUIPMENT	001-4324-5310	208.99
SAN ANTONIO CODE BLUE # 2	75970	UNIFROMS	UNIFORMS-Expenses	001-4324-3140	344.00
THE POLICE AND SHERIFFS PRE...	183374	TRAINING-ID CARDS	TRAINING	001-4324-4810	220.90
GT DISTRIBUTORS, INC.	INV0971416	TRAINING	TRAINING	001-4324-4810	278.61
GT DISTRIBUTORS, INC.	INV0971540	TRAINING	TRAINING	001-4324-4810	258.83
<b>Department 4324 - CONSTABLES - PCT 4 Total:</b>					<b>1,311.33</b>
<b>Department : 6510 - NON-DEPARTMENTAL</b>					
GRANICUS LLC	172364	SWAGIT Blanket PO	PROFESSIONAL SERVICES	001-6510-4110	783.00
GRANICUS LLC	172368	annual peak mgmt invoice	PROFESSIONAL SERVICES	001-6510-4110	10,914.02
TEXAS ASSOCIATION OF COUN...	41664	NRCN-41664 Auto Physical	INSURANCE	001-6510-4845	71,852.00
TEXAS ASSOCIATION OF COUN...	41664	NRCN-41664 Auto Liability	INSURANCE	001-6510-4845	39,972.00
TEXAS ASSOCIATION OF COUN...	41664	NRCN-41664 General Liability	INSURANCE	001-6510-4845	13,236.00
TEXAS ASSOCIATION OF COUN...	41664	NRCN-41664 LEO Liability	INSURANCE	001-6510-4845	61,761.00
TEXAS ASSOCIATION OF COUN...	41664	NRCN-41664 Public Officials Li...	INSURANCE	001-6510-4845	30,885.00
STEVEN LEWIS CRAIN	231002	FY 23-24 Steven Crain Financial..	PROFESSIONAL SERVICES	001-6510-4110	1,822.67
CHARLES E. LAURENCE, M.D.	79623	Medical Director Monthly	PROFESSIONAL SERVICES	001-6510-4110	1,000.00
LEGENDS TRI-COUNTY FUNER...	MK/2HOT/092023	Transport	AUTOPSY	001-6510-4123	640.00
LEGENDS TRI-COUNTY FUNER...	YM-1T0H-072023	AUTOPSY	AUTOPSY	001-6510-4123	395.00
ENTERPRISE FM TRUST	10/05/2023	Monthly Maintenance	Lease-REPAIR & MAINTENANCE	001-6510-4841	7,702.51
ENTERPRISE FM TRUST	10/05/2023	Monthly Lease	Vehicle Leases	001-6510-4851	68,028.79
XEROX CORPORATION	4873108	XEROX Lease	RENTALS	001-6510-4610	256.00
EWEAC	07-28-2023	EWEAC Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	6,125.00
XEROX CORPORATION	4759406	Lease Blanket PO FY 22-23	RENTALS	001-6510-4610	360.69
CITIBANK NA	82711163255000007729193	ALACRA E-STORE/ OFFICE SUP...	OFFICE SUPPLIES	001-6510-3110	225.00
DOUCET & ASSOCIATES, INC	2309069	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	10,096.00
DOUCET & ASSOCIATES, INC	2309071	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,331.25

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
DOUCET & ASSOCIATES, INC	2309073	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	370.00
DOUCET & ASSOCIATES, INC	2309074	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	550.00
DOUCET & ASSOCIATES, INC	2309075	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	550.00
DOUCET & ASSOCIATES, INC	2309076	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	550.00
DOUCET & ASSOCIATES, INC	2309077	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	858.75
DOUCET & ASSOCIATES, INC	2309078	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2309079	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	676.25
DOUCET & ASSOCIATES, INC	2309080	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,505.00
DOUCET & ASSOCIATES, INC	2309081	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	275.00
DOUCET & ASSOCIATES, INC	2309082	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	4,607.50
DOUCET & ASSOCIATES, INC	2309083	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	68.75
DOUCET & ASSOCIATES, INC	2309084	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,011.25
DOUCET & ASSOCIATES, INC	2309085	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,245.00
DOUCET & ASSOCIATES, INC	2309086	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	841.25
DOUCET & ASSOCIATES, INC	2309087	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,186.25
DOUCET & ASSOCIATES, INC	2309088	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	596.25
DOUCET & ASSOCIATES, INC	2309089	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,186.25
DOUCET & ASSOCIATES, INC	2309090	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	300.00
DOUCET & ASSOCIATES, INC	2309091	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	105.00
DOUCET & ASSOCIATES, INC	2309092	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	105.00
DOUCET & ASSOCIATES, INC	2309093	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	737.50
DOUCET & ASSOCIATES, INC	2309094	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,101.25
DOUCET & ASSOCIATES, INC	2309095	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2309096	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2309097	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	191.25
DOUCET & ASSOCIATES, INC	2309098	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	156.25
QUADIENT LEASING USA, INC	N10128152	Equipment Lease Blanket PO F...	RENTALS	001-6510-4610	207.45
CHARTER COMMUNICATIONS ...	0249629092523	Spectrum Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	214.59
QUADIENT LEASING USA, INC	N10001916	FY 23-24 Monthly Lease	RENTALS	001-6510-4610	232.61
QUADIENT LEASING USA, INC	N10131290	FY 23-24 Monthly Lease	RENTALS	001-6510-4610	468.30
DAVIS KAUFMAN, PLLC	2436	Monthly Monitoring	Lobbyist - Current	001-6510-3300	3,500.00
TRAVIS COUNTY MEDICAL EX...	3300007565	PA 23-02640 John Gibson	AUTOPSY	001-6510-4123	3,778.00
TRAVIS COUNTY MEDICAL EX...	3300007580	PA 23-04134 Mike Davila	AUTOPSY	001-6510-4123	3,778.00
<b>Department 6510 - NON-DEPARTMENTAL Total:</b>					<b>358,597.38</b>

**Department : 6520 - BUILDING MAINTENANCE**

LOCKHART HARDWARE	48852/1	JUDICIAL CENTER	JUDICIAL CENTER-LOCKHART	001-6520-3550	36.96
LOCKHART HARDWARE	48860/1	BUILDING MAINTENANCE	BUILDING MAINTENANCE-LOC...	001-6520-3600	13.99
SUPERIOR DISPOSAL, LLC	59246	TRASH SERVICE-LYTTON SPRI...	Lytton Springs Annex	001-6520-3660	224.00
SMITH SUPPLY CO.- LOCKHART	2310-584692	LYTTON SPRINGS ANNEX	Lytton Springs Annex	001-6520-3660	110.95
LOCKHART HARDWARE	48980/1	GROUND UPKEEP	GROUNDS UPKEEP	001-6520-4440	7.00
LOCKHART HARDWARE	48983/1	BUILDING MAINTENANCE LOC...	BUILDING MAINTENANCE-LOC...	001-6520-3600	47.98
LOCKHART HARDWARE	48987/1	LYTTON APSINRS	Lytton Springs Annex	001-6520-3660	19.98
LOCKHART HARDWARE	48861/1	GROUNDS UPKEEP	GROUNDS UPKEEP	001-6520-4440	10.17
SMITH SUPPLY CO.- LOCKHART	2310-582939	BUILDING MAINTENANCE	BUILDING MAINTENANCE-LOC...	001-6520-3600	35.90
LOCKHART HARDWARE	48897/1	JP1/DRC BUILDING	JP1/DRC BUILDING-LOCKHART	001-6520-3560	17.98
LOCKHART HARDWARE	48907/1	BUILDING MAINTENANCE	BUILDING MAINTENANCE-LOC...	001-6520-3600	14.18
GA POWERS	66151	JUDICIAL CENTER	JUDICIAL CENTER-LOCKHART	001-6520-3550	163.13
JOHN DEERE FINANCIAL	2310-003021	LULING ANNEX	LULING ANNEX	001-6520-3510	5.59
LOCKHART HARDWARE	48920/1	LULING ANNEX	LULING ANNEX	001-6520-3510	16.99
LOCKHART HARDWARE	48923/1	GROUNDS UPKEEP	GROUNDS UPKEEP	001-6520-4440	8.38
LOCKHART HARDWARE	48934/1	MARKET ST ANNEX	MARKET ST. ANNEX-LOCKHART	001-6520-3530	5.58
LOCKHART HARDWARE	48945/1	BUILDING MAINTENANCE	BUILDING MAINTENANCE-LOC...	001-6520-3600	17.43
SMITH SUPPLY CO.- LOCKHART	2310-584260	GROUNDS UPKEEPS	GROUNDS UPKEEP	001-6520-4440	20.95
CITIBANK NA	85456673261900019510360	ROBERT MADDEN-	CALDWELL CO. COURTHOUSE	001-6520-5120	160.78
CENTURY HVAC DISTRIBUTING,..	111482984	714-202-G1 Vortex Recovery ...	REPAIRS & MAINTENANCE	001-6520-4510	848.68
CENTURY HVAC DISTRIBUTING,..	111482984	PF-052MF Prefilter 1/4 Flare	REPAIRS & MAINTENANCE	001-6520-4510	39.35
CENTURY HVAC DISTRIBUTING,..	111482984	50 LB Recovery Cylinder	REPAIRS & MAINTENANCE	001-6520-4510	380.16
LOCKHART HARDWARE	48804/1	JUDICIAL CENTER	JUDICIAL CENTER-LOCKHART	001-6520-3550	44.99
<b>Department 6520 - BUILDING MAINTENANCE Total:</b>					<b>2,251.10</b>

Expense Approval Register

Packet: APPKT13144 - AP 10.24.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
<b>Department : 6550 - ELECTIONS</b>					
ENVIRONMENTAL SYSTEMS RE...	94551415	ArcGIS Annual Elections	MACHINERY AND EQUIPMENT	001-6550-5310	753.61
					<b>Department 6550 - ELECTIONS Total:</b>
<b>753.61</b>					
<b>Department : 6560 - COMMISSIONERS COURT</b>					
TEXAS ASSOCIATION OF COUN...	344343	EZZY-2024 COUNTY COURT AS...	TRAINING	001-6560-4810	150.00
TEXAS ASSOCIATION OF COUN...	344456	STEPHANIE MCKEE-24' COUNT...	TRAINING	001-6560-4810	150.00
LOCKHART POST REGISTER	00095995	Public Hearing on Siting Ordin...	ADVERTISING AND LEGAL NOT...	001-6560-4310	95.88
LOCKHART POST REGISTER	00095996	Siting Ordinance	ADVERTISING AND LEGAL NOT...	001-6560-4310	688.84
LEXISNEXIS RISK DATA MANA...	1623451-20230930	DUES & SUBSCRIPTIONS	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
					<b>Department 6560 - COMMISSIONERS COURT Total:</b>
<b>1,134.72</b>					
<b>Department : 6570 - VETERAN SERVICE OFFICER</b>					
PANORAMIC VETPRO, INC.	13571	MACHINERY & EQUIPMENTR	MACHINERY AND EQUIPMENT	001-6570-5310	450.00
PRINTING SOLUTIONS	4324 POS	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6570-3110	52.80
AMAZON.COM SALES, INC	1HVV-3JLY-NYCP	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6570-3110	379.05
AMAZON.COM SALES, INC	1NXY-46TW-PCL1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6570-3110	44.96
SARA LOVE	10052023	VETPRO TRAINING	TRANSPORTATION	001-6570-4260	173.70
DELL MARKETING L.P.	10702599172	OptiPlex 7010	OFFICE SUPPLIES	001-6570-3110	752.40
DELL MARKETING L.P.	10702599172	Dell Monitor P2722H	MACHINERY AND EQUIPMENT	001-6570-5310	385.26
					<b>Department 6570 - VETERAN SERVICE OFFICER Total:</b>
<b>2,238.17</b>					
<b>Department : 6580 - HUMAN RESOURCES</b>					
TEXAS DEPARTMENT OF PUBLI...	CR-271583	SECURE SITE NAME SEARCH 09...	OFFICE SUPPLIES	001-6580-3110	4.00
					<b>Department 6580 - HUMAN RESOURCES Total:</b>
<b>4.00</b>					
<b>Department : 6590 - PURCHASING</b>					
AMAZON.COM SALES, INC	1P6P-LT7R-HMW9	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6590-3110	288.41
CITIBANK NA	02305373255000581730638	USPS- CERTIFIED MAIL	POSTAGE	001-6590-3120	42.99
LOCKHART POST REGISTER	00095982	Online Auction Notice	ADVERTISING	001-6590-4310	9.00
CITIBANK NA	55488723269400782000053	STATEWIDE PROCUREMENT E...	TRAINING	001-6590-4810	100.00
CITIBANK NA	02305373271000589242347	USPS PM EXPRESS	POSTAGE	001-6590-3120	28.75
					<b>Department 6590 - PURCHASING Total:</b>
<b>469.15</b>					
<b>Department : 6610 - IT-TECHNOLOGY</b>					
LOCAL LINUX, INC	78981	Blue Layer Misc Blanket PO FY ...	MACHINERY AND EQUIPMENT	001-6610-5310	320.78
TYLER TECHNOLOGIES, INC.	025-434185	Year 3 Saas Fees	COMPUTER SUPPORT	001-6610-4185	48,572.00
					<b>Department 6610 - IT-TECHNOLOGY Total:</b>
<b>48,892.78</b>					
<b>Department : 6630 - GRANT WRITING/ADMIN</b>					
WESTERN SURETY COMPANY	63823170	BOND#63823170 DENNIS ENG...	EMPLOYEE BONDING	001-6630-2070	50.00
					<b>Department 6630 - GRANT WRITING/ADMIN Total:</b>
<b>50.00</b>					
<b>Department : 6650 - EMERG MGNT / HOMELAND SEC</b>					
SUPERIOR DISPOSAL, LLC	57713	30 yd roll off empty/return	MACHINERY AND EQUIPMENT	001-6650-5310	1,218.40
CITIBANK	163876	Environmental Fees	EMERGENCY OPERATIONS CE...	001-6650-4800	24.00
CITIBANK	163876	Batteries	EMERGENCY OPERATIONS CE...	001-6650-4800	1,223.92
CITIBANK	163876	Core Deposit	EMERGENCY OPERATIONS CE...	001-6650-4800	144.00
					<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>
<b>2,610.32</b>					
<b>Department : 7610 - SANITATION DEPARTMENT</b>					
DEWITT POTH & SON	732376-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-7610-3110	282.00
DEWITT POTH & SON	732376-1	OFFICE SUPPLIES	OFFICE SUPPLIES	001-7610-3110	23.90
					<b>Department 7610 - SANITATION DEPARTMENT Total:</b>
<b>305.90</b>					
<b>Department : 7620 - COUNTY WELFARE</b>					
CITY OF LULING EMS	FQE 06.30.2023	Luling EMS Blanket PO FY 22-23	LULING EMS	001-7620-4340	133,711.82
					<b>Department 7620 - COUNTY WELFARE Total:</b>
<b>133,711.82</b>					
<b>Department : 8700 - COUNTY AGENT</b>					
DEWITT POTH & SON	732242-0	OFFICE SUPPLIES	OFFICE SUPPLIES	001-8700-3110	173.44
					<b>Department 8700 - COUNTY AGENT Total:</b>
<b>173.44</b>					
					<b>Fund 001 - GENERAL FUND Total:</b>
<b>637,370.68</b>					
<b>Fund: 002 - UNIT ROAD FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
DEWITT POTH & SON	731857-1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	48.74

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ERGON ASPHALT AND EMULSI...	9403042569	Seal Coating	SEAL COATING	002-1101-4630	5,049.07
ERGON ASPHALT AND EMULSI...	9403042570	Seal Coating	SEAL COATING	002-1101-4630	4,888.97
ERGON ASPHALT AND EMULSI...	9403044136	Seal Coating	SEAL COATING	002-1101-4630	16,458.29
SMITH SUPPLY CO.-LULING	2310-583187	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	4.50
LOCKHART HARDWARE	48909/1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	92.94
CINTAS CORPORATION #86	4169855550	Unit Road Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4169855658	Unit Road Uniforms	UNIFORMS	002-1101-3140	200.17
CINTAS CORPORATION #86	4169855673	Unit Road Uniforms	UNIFORMS	002-1101-3140	264.56
CINTAS FAS LOCKBOX 636525	5178348589	RENTALS	RENTALS	002-1101-4610	318.80
SMITH SUPPLY CO.-LULING	2310-583737	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	97.65
CINTAS CORPORATION #86	4167720697	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4167720745	Uniforms	UNIFORMS	002-1101-3140	219.10
CINTAS CORPORATION #86	4167720845	Uniforms	UNIFORMS	002-1101-3140	249.35
CINTAS CORPORATION #86	4168436210	Uniforms	UNIFORMS	002-1101-3140	249.35
CINTAS CORPORATION #86	4168436225	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4168436294	Uniforms	UNIFORMS	002-1101-3140	219.10
ERGON ASPHALT AND EMULSI...	9403032720	Seal Coating	SEAL COATING	002-1101-4630	17,781.16
ERGON ASPHALT AND EMULSI...	9403033354	Seal Coating	SEAL COATING	002-1101-4630	180.00
ERGON ASPHALT AND EMULSI...	9403033355	Seal Coating	SEAL COATING	002-1101-4630	270.00
ERGON ASPHALT AND EMULSI...	9403033356	Seal Coating	SEAL COATING	002-1101-4630	350.00
ERGON ASPHALT AND EMULSI...	9403033482	Seal Coating	SEAL COATING	002-1101-4630	17,874.76
ERGON ASPHALT AND EMULSI...	9403033483	Seal Coating	SEAL COATING	002-1101-4630	5,326.28
SMITH SUPPLY CO.-LULING	2309-580919	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	18.40
SMITH SUPPLY CO.- LOCKHART	2309-581203	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	126.00
SMITH SUPPLY CO.- LOCKHART	2309-581213	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	10.50
HANSON EQUIPMENT	301194	TIRES	TIRES	002-1101-3190	37.33
SOUTHERN TIRE MART, LLC	4650166896	Tires	TIRES	002-1101-3190	7,957.60
ERGON ASPHALT AND EMULSI...	9403037050	Seal Coating	SEAL COATING	002-1101-4630	270.00
ERGON ASPHALT AND EMULSI...	9403037514	Seal Coating	SEAL COATING	002-1101-4630	6,161.45
PETROLEUM TRADERS CORPO...	1924803	Fuel	FUEL	002-1101-3163	16,996.45
JOHN DEERE FINANCIAL	2309-297437	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	183.65
SMITH SUPPLY CO.- LOCKHART	2309-581441	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	71.95
SMITH SUPPLY CO.- LOCKHART	2309-581494	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	65.95
LOCKHART HARDWARE	48750/1	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1101-3130	18.58
DEWITT POTH & SON	731857-0	OFFICE SUPPLIES	OPERATING SUPPLIES	002-1101-3130	191.74
ERGON ASPHALT AND EMULSI...	9403037665	Seal Coating	SEAL COATING	002-1101-4630	6,117.92
ERGON ASPHALT AND EMULSI...	9403038828	Seal Coating	SEAL COATING	002-1101-4630	6,014.66
CINTAS CORPORATION #86	4169133261	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4169133459	Uniforms	UNIFORMS	002-1101-3140	366.56
CINTAS CORPORATION #86	4169133537	Uniforms	UNIFORMS	002-1101-3140	200.17
SOUTHERN TIRE MART, LLC	4650167872	Tires	TIRES	002-1101-3190	739.10
ERGON ASPHALT AND EMULSI...	9403040342	Seal Coating	SEAL COATING	002-1101-4630	6,051.36
SUPERIOR DISPOSAL, LLC	58437	30 yd roll off empty.return	RENTALS	002-1101-4610	575.00
ERGON ASPHALT AND EMULSI...	9403041219	Seal Coating	SEAL COATING	002-1101-4630	5,054.86
ERGON ASPHALT AND EMULSI...	9403041220	Seal Coating	SEAL COATING	002-1101-4630	5,115.92
LOWER COLORADO RIVER AU...	TCI0008284	Motorola APX4500 Radio	MACHINERY AND EQUIPMENT	002-1101-5310	500.00
LOWER COLORADO RIVER AU...	TCI0008284	Motorola APX4500 Radio	MACHINERY AND EQUIPMENT	002-1101-5310	9,382.79
HOFMANN'S SUPPLY	CR09230063	RENTALS	RENTALS	002-1101-4610	127.33

**Department 1101 - ADMINISTRATION Total: 143,642.10**

**Department : 1102 - VEHICLE MAINTENANCE**

KYRISH TRUCK CENTER OF AU...	X301175822 05	Ref. Estimate - E301047617 da...	REPAIRS & MAINTENANCE	002-1102-4510	228.57
SEAN MATTHEW MANN	164569	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	11.98
SEAN MATTHEW MANN	164570	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	200.99
KYRISH TRUCK CENTER OF AU...	X301177712	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	002-1102-4510	141.08
SEAN MATTHEW MANN	164617	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	002-1102-4510	57.38
SEAN MATTHEW MANN	164620	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	002-1102-4510	36.90
SEAN MATTHEW MANN	164648	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	002-1102-4510	317.38
SALT FLAT MERCANTILE, LLC	15583-66130	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	59.99
SEAN MATTHEW MANN	164689	Unit Road Repairs & Maint	REPAIRS & MAINTENANCE	002-1102-4510	515.72
SEAN MATTHEW MANN	164756	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	167.92

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SEAN MATTHEW MANN	163844	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	158.37
SEAN MATTHEW MANN	163946	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	220.44
SEAN MATTHEW MANN	164110	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	131.82
DOGGETT FREIGHTLINER OF A...	X112034600	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	259.60
SEAN MATTHEW MANN	164144	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	77.99
SEAN MATTHEW MANN	164145	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	-72.99
SEAN MATTHEW MANN	164182	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	242.11
SEAN MATTHEW MANN	164183	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	94.50
KYRISH TRUCK CENTER OF AU...	X301175822 04	Ref. Estimate - E301047617 da...	REPAIRS & MAINTENANCE	002-1102-4510	718.46
SEAN MATTHEW MANN	164271	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	47.94
SEAN MATTHEW MANN	164362	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	22.97
MEDINA'S PROFESSIONAL TREE..	2334	Fence Repai/Add Gate Around ...	MACHINERY AND EQUIPMENT	002-1102-5310	2,400.00
GRAINGER	9855075322	Grainger Hydraulic Motor	REPAIRS & MAINTENANCE	002-1102-4510	1,751.33
ASSOCIATED SUPPLY COMPAN...	PSO0442959-1	SUPPLIES & SMALL TOOLS	SUPPLIES & SMALL TOOLS	002-1102-3136	72.93
CLOSNER EQUIPMENT CO. INC.	S0088636	Hydraulic Pump Driveline	SUPPLIES & SMALL TOOLS	002-1102-3136	835.56
<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>					<b>8,698.94</b>
<b>Department : 1103 - FLEET MAINTENANCE</b>					
CINTAS CORPORATION #86	4169855327	Fleet Uniforms	UNIFORMS	002-1103-3140	52.37
SEAN MATTHEW MANN	162965	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	19.99
SEAN MATTHEW MANN	163980	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	105.00
XL PARTS, LLC	0416AK0956	XL Parts Blanket PO FY 22-23	OPERATING SUPPLIES	002-1103-3135	267.15
SEAN MATTHEW MANN	164149	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	461.14
SEAN MATTHEW MANN	164278	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	50.45
CINTAS CORPORATION #86	4169132951	Uniforms	UNIFORMS	002-1103-3140	52.37
SEAN MATTHEW MANN	164329	Operating/Supplies	OPERATING SUPPLIES	002-1103-3135	35.88
<b>Department 1103 - FLEET MAINTENANCE Total:</b>					<b>1,044.35</b>
<b>Fund 002 - UNIT ROAD FUND Total:</b>					<b>153,385.39</b>
<b>Fund: 003 - RECORDS PRESERVATION FUND</b>					
<b>Department : 3000 - COUNTY CLERK EXP</b>					
TYLER TECHNOLOGIES, INC.	025-434686	Web Hosting Recording	SOFTWARE MAINTENANCE	003-3000-4520	6,776.00
TYLER TECHNOLOGIES, INC.	025-434686	Disaster Recovery Recording	SOFTWARE MAINTENANCE	003-3000-4520	5,639.95
<b>Department 3000 - COUNTY CLERK EXP Total:</b>					<b>12,415.95</b>
<b>Fund 003 - RECORDS PRESERVATION FUND Total:</b>					<b>12,415.95</b>
<b>Fund: 011 - 911 FUND</b>					
<b>Department : 3000 - COUNTY CLERK EXP</b>					
ENVIRONMENTAL SYSTEMS RE...	94551415	ArcGIS Annual Courthouse	MACHINERY AND EQUIPMENT	011-3000-5310	753.61
<b>Department 3000 - COUNTY CLERK EXP Total:</b>					<b>753.61</b>
<b>Fund 011 - 911 FUND Total:</b>					<b>753.61</b>
<b>Fund: 016 - JUSTICE COURT TECHNOLOGY FUND</b>					
<b>Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1</b>					
NET DATA	ND-005153	Annual Software Maint JP 1	SOFTWARE MAINTENANCE	016-3251-4520	2,311.25
NETPROTEC, LLC	3702	JP1 - Portage 1500 Support &...	SOFTWARE MAINTENANCE	016-3251-4520	486.68
NET DATA	ND-004981	Justice of the Peace PCT 1	SOFTWARE MAINTENANCE	016-3251-4520	10,721.25
<b>Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:</b>					<b>13,519.18</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
NET DATA	ND-005153	Annual Software Maint JP 2	SOFTWARE MAINTENANCE	016-3252-4520	2,311.25
NETPROTEC, LLC	3702	JP2 - Portage 1500 Support &...	SOFTWARE MAINTENANCE	016-3252-4520	486.68
NET DATA	ND-004981	Justice of the Peace PCT 2	SOFTWARE MAINTENANCE	016-3252-4520	10,721.25
<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>					<b>13,519.18</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
NET DATA	ND-005153	Annual Software Maint JP 3	SOFTWARE MAINTENANCE	016-3253-4520	2,311.25
NETPROTEC, LLC	3702	JP3 - Portage 1500 Support &...	SOFTWARE MAINTENANCE	016-3253-4520	486.68
NET DATA	ND-004981	Justice of the Peace PCT 3	SOFTWARE MAINTENANCE	016-3253-4520	10,721.25
<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>					<b>13,519.18</b>
<b>Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4</b>					
NET DATA	ND-005153	Annual Software Maint JP 4	SOFTWARE MAINTENANCE	016-3254-4520	2,311.25
NETPROTEC, LLC	3702	JP4 - Portage 1500 Support &...	SOFTWARE MAINTENANCE	016-3254-4520	486.68

Expense Approval Register

Packet: APPKT13144 - AP 10.24.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
NET DATA	ND-004981	Justice of the Peace PCT 4	SOFTWARE MAINTENANCE	016-3254-4520	10,721.25
			<b>Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:</b>		<b>13,519.18</b>
			<b>Fund 016 - JUSTICE COURT TECHNOLOGY FUND Total:</b>		<b>54,076.72</b>
			<b>Grand Total:</b>		<b>858,002.35</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	637,370.68
002 - UNIT ROAD FUND	153,385.39
003 - RECORDS PRESERVATION FUND	12,415.95
011 - 911 FUND	753.61
016 - JUSTICE COURT TECHNOLOGY FUND	54,076.72
<b>Grand Total:</b>	<b>858,002.35</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-1281	I TICKETS - NET DATA (ne...	860.00
001-2140-4260	TRANSPORTATION	289.51
001-2150-4810	TRAINING	557.97
001-2730	DUE TO State-Failure to A...	1,164.00
001-2835	DUE TO GRAVES, HUMPH...	6,788.38
001-3200-3050	DUES & SUBSCRIPTIONS	75.00
001-3200-3110	OFFICE SUPPLIES	441.30
001-3200-4315	PUBLICATIONS	1,105.34
001-3200-4810	TRAINING	2,254.90
001-3201-4300	PUBLIC OUTREACH	72.00
001-3201-4810	TRAINING	731.97
001-3220-4810	TRAINING	540.32
001-3230-3110	OFFICE SUPPLIES	84.00
001-3230-4011	ADMINISTRATIVE EXPEND...	250.00
001-3230-4160	ADULT - INDIGENT ATTO...	2,130.00
001-3240-4160	ADULT - INDIGENT ATTO...	1,000.00
001-3240-4180	JUVENILE - INDIGENT ATT...	1,900.00
001-3251-3110	OFFICE SUPPLIES	96.00
001-3252-3110	OFFICE SUPPLIES	4.27
001-3253-3110	OFFICE SUPPLIES	322.32
001-3253-3120	POSTAGE	140.90
001-3253-4810	TRAINING	508.00
001-3254-3110	OFFICE SUPPLIES	360.35
001-3254-4810	TRAINING	508.00
001-4300-3130	OPERATING SUPPLIES	16,196.59
001-4300-3150	IMPOUND FEES	1,589.94
001-4300-4510	REPAIRS & MAINTENANCE	1,060.97
001-4300-4810	TRAINING	3,823.68
001-4300-5310	MACHINERY AND EQUIP...	14,459.08
001-4310-3100	FOOD SUPPLIES	15,408.35
001-4310-3130	OPERATING SUPPLIES	2,078.70
001-4310-4510	REPAIRS & MAINTENANCE	6,092.88
001-4321-3050	DUES & SUBSCRIPTIONS	1,200.00
001-4321-3110	OFFICE SUPPLIES	56.42
001-4321-4260	TRANSPORTATION	58.02
001-4321-4850	MISCELLANEOUS	217.80
001-4323-4510	REPAIRS & MAINTENANCE	440.00
001-4324-3140	UNIFORMS-Expenses	344.00
001-4324-4810	TRAINING	758.34
001-4324-5310	MACHINERY AND EQUIP...	208.99
001-6510-3110	OFFICE SUPPLIES	225.00
001-6510-3300	Lobbyist - Current	3,500.00
001-6510-4110	PROFESSIONAL SERVICES	51,104.44
001-6510-4123	AUTOPSY	8,591.00
001-6510-4425	FAX & INTERNET	214.59
001-6510-4610	RENTALS	1,525.05
001-6510-4841	Lease-REPAIR & MAINTEN...	7,702.51
001-6510-4845	INSURANCE	217,706.00
001-6510-4851	Vehicle Leases	68,028.79
001-6520-3510	LULING ANNEX	22.58

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-6520-3530	MARKET ST. ANNEX-LOCK...	5.58
001-6520-3550	JUDICIAL CENTER-LOCKH...	245.08
001-6520-3560	JP1/DRC BUILDING-LOCK...	17.98
001-6520-3600	BUILDING MAINTENANCE...	129.48
001-6520-3660	Lytton Springs Annex	354.93
001-6520-4440	GROUNDS UPKEEP	46.50
001-6520-4510	REPAIRS & MAINTENANCE	1,268.19
001-6520-5120	CALDWELL CO. COURTHO...	160.78
001-6550-5310	MACHINERY AND EQUIP...	753.61
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-4310	ADVERTISING AND LEGAL...	784.72
001-6560-4810	TRAINING	300.00
001-6570-3110	OFFICE SUPPLIES	1,229.21
001-6570-4260	TRANSPORTATION	173.70
001-6570-5310	MACHINERY AND EQUIP...	835.26
001-6580-3110	OFFICE SUPPLIES	4.00
001-6590-3110	OFFICE SUPPLIES	288.41
001-6590-3120	POSTAGE	71.74
001-6590-4310	ADVERTISING	9.00
001-6590-4810	TRAINING	100.00
001-6610-4185	COMPUTER SUPPORT	48,572.00
001-6610-5310	MACHINERY AND EQUIP...	320.78
001-6630-2070	EMPLOYEE BONDING	50.00
001-6650-4800	EMERGENCY OPERATIONS...	1,391.92
001-6650-5310	MACHINERY AND EQUIP...	1,218.40
001-7610-3110	OFFICE SUPPLIES	305.90
001-7620-4340	LULING EMS	133,711.82
001-8700-3110	OFFICE SUPPLIES	173.44
002-1101-3130	OPERATING SUPPLIES	930.60
002-1101-3140	UNIFORMS	3,112.40
002-1101-3163	FUEL	16,996.45
002-1101-3190	TIRES	8,734.03
002-1101-4610	RENTALS	1,021.13
002-1101-4630	SEAL COATING	102,964.70
002-1101-5310	MACHINERY AND EQUIP...	9,882.79
002-1102-3136	SUPPLIES & SMALL TOOLS	2,532.12
002-1102-4510	REPAIRS & MAINTENANCE	3,766.82
002-1102-5310	MACHINERY AND EQUIP...	2,400.00
002-1103-3135	OPERATING SUPPLIES	939.61
002-1103-3140	UNIFORMS	104.74
003-3000-4520	SOFTWARE MAINTENANCE	12,415.95
011-3000-5310	MACHINERY AND EQUIP...	753.61
016-3251-4520	SOFTWARE MAINTENANCE	13,519.18
016-3252-4520	SOFTWARE MAINTENANCE	13,519.18
016-3253-4520	SOFTWARE MAINTENANCE	13,519.18
016-3254-4520	SOFTWARE MAINTENANCE	13,519.18
	<b>Grand Total:</b>	<b>858,002.35</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	858,002.35
<b>Grand Total:</b>	<b>858,002.35</b>

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To ratify re-occurring County Payroll payment - \$410,643.58  
(09/24/2023 - 10/07/2023)

**Costs:** \$410,643.58

**Agenda Speakers:** Judge Haden/Kristianna Ortiz

**Backup Materials:** Attached

**Total # of Pages:** 19



Packet: PYPKT02805 - Payroll 9242023 thru 10072023  
 Payroll Set: 01 - Payroll Set 01

Pay Period: 09/24/2023 - 10/07/2023

**Department: 0000 - 911-GIS**

**Total Direct Deposits:** 1,686.25  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	2,142.20
<b>Total:</b>	1.00	2,176.82

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	1,836.61	0.00	0.00
MC	1,945.45	28.21	28.21
SS	1,945.45	120.62	120.62
Unemployment	2,146.24	0.00	0.00
<b>Total:</b>		148.83	148.83

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	2,176.82	108.84	118.85
550	0.00	30.58	0.00
551	0.00	12.50	0.00
580	0.00	1.53	0.00
590	0.00	159.39	430.97
595	0.00	4.24	0.00
615	0.00	24.66	0.00
<b>Total:</b>		341.74	549.82

**RECAP 0000 - 911-GIS**

Earnings: 2,176.82    Benefits: 0.00    Deductions: 341.74    Taxes: 148.83    Net Pay: 1,686.25

**Department: 1000 - Courthouse Security**

**Total Direct Deposits:** 13,308.90  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	550.00	14,667.29
S	10.00	262.85
Uniform	0.00	200.00
Vacation	40.00	1,051.40
VAC-PAYOUT	42.85	1,126.30
<b>Total:</b>	642.85	17,323.99

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	16,083.37	1,471.70	0.00
MC	16,949.57	245.78	245.78
SS	16,949.57	1,050.87	1,050.87
Unemployment	17,281.64	0.00	0.00
<b>Total:</b>		2,768.35	1,296.65

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	17,323.99	866.20	945.91
550	0.00	42.35	0.00
551	0.00	120.00	0.00
580	0.00	6.12	0.00
590	0.00	159.39	1,957.13
595	0.00	8.46	0.00
615	0.00	44.22	0.00
<b>Total:</b>		1,246.74	2,903.04

**RECAP 1000 - Courthouse Security**

Earnings: 17,323.99    Benefits: 0.00    Deductions: 1,246.74    Taxes: 2,768.35    Net Pay: 13,308.90

Department: 1101 - Unit Road

Total Direct Deposits: 36,214.95  
 Total Check Amounts: 2,118.94

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	1,905.00	41,813.44
LWOP	4.28	0.00
OT	1.50	58.45
S	95.32	2,096.80
SAL	1.00	2,622.33
Vacation	115.40	2,489.48
<b>Total:</b>	<b>2,122.50</b>	<b>49,147.42</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	45,127.41	3,137.99	0.00
MC	47,584.81	689.98	689.98
SS	47,584.81	2,950.25	2,950.25
Unemployment	48,968.02	0.00	0.01
<b>Total:</b>		<b>6,778.22</b>	<b>3,640.24</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	49,147.42	2,457.40	2,683.45
550	0.00	179.40	0.00
580	0.00	15.30	0.00
590	0.00	1,084.09	9,326.47
595	0.00	37.49	0.00
615	0.00	261.63	0.00
<b>Total:</b>		<b>4,035.31</b>	<b>12,009.92</b>

RECAP 1101 - Unit Road

Earnings: 49,147.42    Benefits: 0.00    Deductions: 4,035.31    Taxes: 6,778.22    Net Pay: 38,333.89

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,342.86  
 Total Check Amounts: 3,127.11

EARNINGS

Pay Code	Units	Pay Amount
Hourly	233.50	5,354.95
OT	3.00	106.73
S	6.50	137.96
<b>Total:</b>	<b>243.00</b>	<b>5,599.64</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,280.73	383.84	0.00
MC	5,560.71	80.63	80.63
SS	5,560.71	344.76	344.76
Unemployment	5,569.40	0.00	0.00
<b>Total:</b>		<b>809.23</b>	<b>425.39</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,599.64	279.98	305.74
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,144.62
615	0.00	8.69	0.00
<b>Total:</b>		<b>320.44</b>	<b>1,450.36</b>

RECAP 1102 - Vehicle Maintenance

Earnings: 5,599.64    Benefits: 0.00    Deductions: 320.44    Taxes: 809.23    Net Pay: 4,469.97

**Department: 1103 - Fleet Maintenance**

**Total Direct Deposits:** 1,388.84  
**Total Check Amounts:** 1,527.42

**EARNINGS**

Pay Code	Units	Pay Amount
Hourly	144.00	3,248.00
S	8.00	170.80
Vacation	8.00	190.09
<b>Total:</b>	<b>160.00</b>	<b>3,608.89</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,372.75	181.62	0.00
MC	3,553.19	51.52	51.52
SS	3,553.19	220.29	220.29
Unemployment	3,593.77	0.00	0.00
<b>Total:</b>		<b>453.43</b>	<b>271.81</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,608.89	180.44	197.05
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	0.00	381.54
595	0.00	4.02	0.00
615	0.00	36.56	0.00
<b>Total:</b>		<b>239.20</b>	<b>578.59</b>

**RECAP 1103 - Fleet Maintenance**

Earnings: 3,608.89    Benefits: 0.00    Deductions: 239.20    Taxes: 453.43    Net Pay: 2,916.26

**Department: 2120 - County Treasurer**

**Total Direct Deposits:** 2,725.05  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
Hourly	136.00	3,043.17
S	11.50	240.57
Vacation	12.50	288.02
<b>Total:</b>	<b>160.00</b>	<b>3,571.76</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	3,225.69	232.57	0.00
MC	3,464.28	50.23	50.23
SS	3,464.28	214.78	214.78
Unemployment	3,556.64	0.00	0.00
<b>Total:</b>		<b>497.58</b>	<b>265.01</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,571.76	178.59	195.02
520	0.00	60.00	0.00
550	0.00	15.12	0.00
551	0.00	63.46	0.00
580	0.00	3.06	0.00
590	0.00	0.00	763.08
595	0.00	2.11	0.00
615	0.00	26.79	0.00
<b>Total:</b>		<b>349.13</b>	<b>958.10</b>

**RECAP 2120 - County Treasurer**

Earnings: 3,571.76    Benefits: 0.00    Deductions: 349.13    Taxes: 497.58    Net Pay: 2,725.05

Department: 2130 - County Auditor

Total Direct Deposits: 8,731.18  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	83.07
Hourly	198.00	4,825.12
S	11.08	270.01
SAL	2.00	6,057.69
Vacation	30.92	753.49
<b>Total:</b>	<b>242.00</b>	<b>12,005.53</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,573.73	981.67	0.00
MC	11,173.19	162.02	162.02
SS	11,173.19	692.74	692.74
Unemployment	11,974.26	0.00	0.00
<b>Total:</b>		<b>1,836.43</b>	<b>854.76</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,989.38	599.46	654.62
550	0.00	15.12	0.00
551	0.00	43.00	0.00
580	0.00	6.12	0.00
590	0.00	680.22	1,681.53
595	0.00	12.50	0.00
615	0.00	81.50	0.00
<b>Total:</b>		<b>1,437.92</b>	<b>2,336.15</b>

RECAP 2130 - County Auditor

Earnings: 12,005.53    Benefits: 0.00    Deductions: 1,437.92    Taxes: 1,836.43    Net Pay: 8,731.18

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 9,137.68  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
FLOAT	8.00	149.88
Hourly	442.00	8,547.35
S	22.00	404.02
SAL	1.00	2,443.54
Vacation	8.00	146.04
<b>Total:</b>	<b>481.00</b>	<b>11,741.60</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,759.06	742.68	0.00
MC	11,466.14	166.26	166.26
SS	11,466.14	710.91	710.91
Unemployment	9,233.20	0.00	0.00
<b>Total:</b>		<b>1,619.85</b>	<b>877.17</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,741.60	587.08	641.10
520	0.00	120.00	0.00
550	0.00	45.36	0.00
580	0.00	1.53	0.00
590	0.00	159.39	2,720.21
595	0.00	10.57	0.00
615	0.00	60.14	0.00
<b>Total:</b>		<b>984.07</b>	<b>3,361.31</b>

RECAP 2140 - Tax Assessor-Collector

Earnings: 11,741.60    Benefits: 0.00    Deductions: 984.07    Taxes: 1,619.85    Net Pay: 9,137.68

Department: 2150 - County Clerk

Total Direct Deposits: 10,965.08  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	604.50	11,225.21
S	22.00	391.24
SAL	1.00	2,444.63
Vacation	13.50	251.87
<b>Total:</b>	<b>641.00</b>	<b>14,312.95</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,663.45	647.58	0.00
MC	13,439.08	194.88	194.88
SS	13,439.08	833.23	833.23
Unemployment	11,798.50	0.00	0.01
<b>Total:</b>	<b>1,675.69</b>	<b>1,028.12</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	14,312.95	715.63	781.51
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	133.05	0.00
580	0.00	9.18	0.00
590	0.00	520.83	3,158.26
595	0.00	20.92	0.00
610	0.00	13.50	0.00
615	0.00	114.13	0.00
<b>Total:</b>	<b>1,672.18</b>	<b>3,939.77</b>	

RECAP 2150 - County Clerk

Earnings: 14,312.95    Benefits: 0.00    Deductions: 1,672.18    Taxes: 1,675.69    Net Pay: 10,965.08

Department: 3000 - County Clerk

Total Direct Deposits: 1,144.79  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	77.00	1,374.44
S	3.00	53.55
<b>Total:</b>	<b>80.00</b>	<b>1,427.99</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,341.47	88.59	0.00
MC	1,412.87	20.49	20.49
SS	1,412.87	87.60	87.60
Unemployment	1,412.87	0.00	0.00
<b>Total:</b>	<b>196.68</b>	<b>108.09</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,427.99	71.40	77.97
550	0.00	15.12	0.00
590	0.00	0.00	381.54
<b>Total:</b>	<b>86.52</b>	<b>459.51</b>	

RECAP 3000 - County Clerk

Earnings: 1,427.99    Benefits: 0.00    Deductions: 86.52    Taxes: 196.68    Net Pay: 1,144.79



Department: 3200 - District Attorney

Total Direct Deposits: 29,430.72  
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	3,649.20
DA Staff Supplement	0.00	1,228.17
Hourly	531.00	12,001.79
S	57.00	2,001.40
SAL	-65.00	19,111.77
Vacation	44.00	1,572.89
<b>Total:</b>	<b>567.00</b>	<b>40,308.30</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	36,800.26	4,359.22	0.00
MC	38,812.54	562.78	562.78
SS	38,812.54	2,406.39	2,406.39
Unemployment	34,582.70	0.00	0.00
<b>Total:</b>	<b>7,328.39</b>	<b>2,969.17</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	39,045.51	1,952.28	2,131.89
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	346.12	0.00
552	0.00	0.00	0.00
580	0.00	9.18	0.00
590	0.00	882.04	5,503.99
595	0.00	23.12	0.00
615	0.00	123.18	0.00
<b>Total:</b>	<b>3,517.22</b>	<b>7,635.88</b>	

RECAP 3200 - District Attorney

Earnings: 40,308.30    Benefits: 0.00    Deductions: 3,517.22    Taxes: 7,328.39    Net Pay: 29,462.69

Department: 3201 - Environmental Task Force

Total Direct Deposits: 6,872.94  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	85.39
ADA/ETF Stipend	0.00	519.66
Hourly	304.00	8,037.79
S	8.00	202.82
Uniform	0.00	75.00
Vacation	8.00	228.77
<b>Total:</b>	<b>320.00</b>	<b>9,149.43</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,361.99	809.78	0.00
MC	8,819.46	127.88	127.88
SS	8,819.46	546.80	546.80
Unemployment	8,552.10	0.00	0.00
<b>Total:</b>	<b>1,484.46</b>	<b>674.68</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,149.43	457.47	499.55
550	0.00	77.67	0.00
551	0.00	50.00	0.00
580	0.00	4.59	0.00
590	0.00	159.39	1,194.05
595	0.00	6.35	0.00
615	0.00	36.56	0.00
<b>Total:</b>	<b>792.03</b>	<b>1,693.60</b>	

RECAP 3201 - Environmental Task Force

Earnings: 9,149.43    Benefits: 0.00    Deductions: 792.03    Taxes: 1,484.46    Net Pay: 6,872.94

Department: 3220 - District Clerk

Total Direct Deposits: 8,378.30  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	395.50	7,657.12
LWOP	4.00	0.00
S	18.50	350.39
SAL	1.00	2,444.80
Vacation	18.00	333.46
<b>Total:</b>	<b>437.00</b>	<b>10,785.77</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,008.74	818.93	0.00
MC	10,548.02	152.94	152.94
SS	10,548.02	653.98	653.98
Unemployment	6,796.13	0.00	0.00
<b>Total:</b>	<b>1,625.85</b>	<b>806.92</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,785.77	539.28	588.91
550	0.00	58.98	0.00
551	0.00	103.84	0.00
580	0.00	4.59	0.00
590	0.00	0.00	2,289.24
595	0.00	12.66	0.00
615	0.00	62.27	0.00
<b>Total:</b>		<b>781.62</b>	<b>2,878.15</b>

RECAP 3220 - District Clerk

Earnings: 10,785.77    Benefits: 0.00    Deductions: 781.62    Taxes: 1,625.85    Net Pay: 8,378.30

Department: 3230 - District Judge

Total Direct Deposits: 6,400.25  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	77.00	1,906.49
S	3.00	74.28
SAL	7.00	6,388.76
<b>Total:</b>	<b>87.00</b>	<b>8,369.53</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,488.45	474.15	0.00
MC	8,006.92	116.09	116.09
SS	8,006.92	496.43	496.43
Unemployment	7,308.17	0.00	0.00
<b>Total:</b>	<b>1,086.67</b>	<b>612.52</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,369.53	418.47	456.98
520	0.00	100.00	0.00
550	0.00	30.58	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	4.24	0.00
615	0.00	91.48	0.00
<b>Total:</b>		<b>882.61</b>	<b>1,269.49</b>

RECAP 3230 - District Judge

Earnings: 8,369.53    Benefits: 0.00    Deductions: 882.61    Taxes: 1,086.67    Net Pay: 6,400.25

**Department: 3240 - County Court Law**

**Total Direct Deposits:** 8,907.72  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Jud Stip	1.00	3,230.77
SAL	3.00	8,908.88
<b>Total:</b>	<b>4.00</b>	<b>12,174.27</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	11,117.30	1,307.96	0.00
MC	11,726.01	170.02	170.02
SS	11,726.01	727.01	727.01
Unemployment	5,767.70	0.00	0.00
<b>Total:</b>		<b>2,204.99</b>	<b>897.03</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	12,174.27	608.71	664.72
550	0.00	45.70	0.00
551	0.00	6.15	0.00
580	0.00	4.59	0.00
590	0.00	318.78	1,243.48
595	0.00	16.72	0.00
615	0.00	60.91	0.00
<b>Total:</b>		<b>1,061.56</b>	<b>1,908.20</b>

**RECAP 3240 - County Court Law**

Earnings: 12,174.27    Benefits: 0.00    Deductions: 1,061.56    Taxes: 2,204.99    Net Pay: 8,907.72

**Department: 3251 - JP Prect. 1**

**Total Direct Deposits:** 3,566.51  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
Hourly	128.00	2,310.72
S	32.00	577.68
SAL	1.00	2,188.77
<b>Total:</b>	<b>161.00</b>	<b>5,077.17</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	4,365.01	368.63	0.00
MC	4,618.87	66.97	66.97
SS	4,618.87	286.37	286.37
Unemployment	2,888.40	0.00	0.00
<b>Total:</b>		<b>721.97</b>	<b>353.34</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	5,077.17	253.86	277.21
550	0.00	31.15	0.00
551	0.00	188.45	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,194.05
595	0.00	6.24	0.00
615	0.00	73.07	0.00
<b>Total:</b>		<b>788.69</b>	<b>1,471.26</b>

**RECAP 3251 - JP Prect. 1**

Earnings: 5,077.17    Benefits: 0.00    Deductions: 788.69    Taxes: 721.97    Net Pay: 3,566.51

Department: 3252 - JP Prect. 2

Total Direct Deposits: 4,009.19  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	144.00	2,717.00
S	8.00	152.40
SAL	1.00	2,188.77
Vacation	8.00	149.49
<b>Total:</b>	<b>161.00</b>	<b>5,207.66</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,841.24	423.69	0.00
MC	5,101.63	73.97	73.97
SS	5,101.63	316.30	316.30
Unemployment	2,988.31	0.00	0.00
<b>Total:</b>	<b>18,032.81</b>	<b>813.96</b>	<b>390.27</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,207.66	260.39	284.34
550	0.00	61.16	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,144.62
595	0.00	2.11	0.00
610	0.00	13.50	0.00
615	0.00	42.76	0.00
<b>Total:</b>	<b>5,207.66</b>	<b>384.51</b>	<b>1,428.96</b>

RECAP 3252 - JP Prect. 2

Earnings: 5,207.66    Benefits: 0.00    Deductions: 384.51    Taxes: 813.96    Net Pay: 4,009.19

Department: 3253 - JP Prect. 3

Total Direct Deposits: 3,793.87  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	157.00	2,962.83
S	3.00	56.06
SAL	1.00	2,188.77
<b>Total:</b>	<b>161.00</b>	<b>5,242.28</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,709.77	532.49	0.00
MC	4,971.89	72.09	72.09
SS	4,971.89	308.26	308.26
Unemployment	2,988.65	0.00	0.00
<b>Total:</b>	<b>17,642.10</b>	<b>912.84</b>	<b>380.35</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,242.28	262.12	286.23
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,194.05
595	0.00	8.46	0.00
615	0.00	72.30	0.00
<b>Total:</b>	<b>5,242.28</b>	<b>535.57</b>	<b>1,480.28</b>

RECAP 3253 - JP Prect. 3

Earnings: 5,242.28    Benefits: 0.00    Deductions: 535.57    Taxes: 912.84    Net Pay: 3,793.87

Department: 3254 - JP Prec. 4

Total Direct Deposits: 2,786.41  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	80.00	1,523.97
SAL	1.00	2,188.77
<b>Total:</b>	<b>81.00</b>	<b>3,747.36</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,293.89	238.10	0.00
MC	3,481.26	50.48	50.48
SS	3,481.26	215.84	215.84
Unemployment	1,508.85	0.00	0.00
<b>Total:</b>		<b>504.42</b>	<b>266.32</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,747.36	187.37	204.61
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	54.66	0.00
<b>Total:</b>		<b>456.53</b>	<b>1,017.12</b>

RECAP 3254 - JP Prec. 4

Earnings: 3,747.36    Benefits: 0.00    Deductions: 456.53    Taxes: 504.42    Net Pay: 2,786.41

Department: 4300 - County Sheriff

Total Direct Deposits: 75,631.81  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	503.11
Hourly	2,848.75	71,625.02
OT	143.50	5,211.80
S	164.50	4,112.40
SAL	-19.00	13,878.54
Uniform	0.00	950.00
Vacation	112.00	2,952.41
<b>Total:</b>	<b>3,249.75</b>	<b>99,249.43</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	92,333.22	8,619.13	0.00
MC	97,294.91	1,410.79	1,410.79
SS	97,294.91	6,032.28	6,032.28
Unemployment	95,185.69	0.00	0.01
<b>Total:</b>		<b>16,062.20</b>	<b>7,443.08</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	99,233.28	4,961.69	5,418.15
530	0.00	578.55	0.00
550	0.00	500.88	0.00
551	0.00	271.19	0.00
580	0.00	33.66	0.00
590	0.00	637.56	15,459.32
595	0.00	64.98	0.00
610	0.00	27.00	0.00
615	0.00	479.91	0.00
<b>Total:</b>		<b>7,555.42</b>	<b>20,877.47</b>

RECAP 4300 - County Sheriff

Earnings: 99,249.43    Benefits: 0.00    Deductions: 7,555.42    Taxes: 16,062.20    Net Pay: 75,631.81

Department: 4310 - County Jail

**Total Direct Deposits:** 74,389.42  
**Total Check Amounts:** 499.47

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	216.91
BEREAVEMENT	36.00	833.58
Hourly	3,098.00	74,541.36
OT	275.00	10,013.82
S	114.70	2,874.15
SAL	-29.00	6,831.28
Uniform	0.00	873.16
Vacation	75.12	1,659.10
<b>Total:</b>	<b>3,569.82</b>	<b>97,843.36</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	89,779.49	7,494.84	0.00
MC	94,671.65	1,372.74	1,372.74
SS	94,671.65	5,869.66	5,869.66
Unemployment	97,391.07	0.00	0.00
<b>Total:</b>		<b>14,737.24</b>	<b>7,242.40</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	97,843.36	4,892.16	5,342.23
530	0.00	115.38	0.00
550	0.00	452.29	0.00
551	0.00	350.75	0.00
580	0.00	24.48	0.00
590	0.00	1,477.17	16,045.66
595	0.00	89.63	0.00
610	0.00	13.50	0.00
615	0.00	801.87	0.00
<b>Total:</b>		<b>8,217.23</b>	<b>21,387.89</b>

**RECAP 4310 - County Jail**

Earnings: 97,843.36    Benefits: 0.00    Deductions: 8,217.23    Taxes: 14,737.24    Net Pay: 74,888.89

Department: 4321 - Constables-Pct. 1

**Total Direct Deposits:** 6,852.36  
**Total Check Amounts:** 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	312.50	6,473.19
SAL	1.00	1,561.32
Uniform	0.00	25.00
<b>Total:</b>	<b>313.50</b>	<b>8,094.13</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	7,689.40	217.85	0.00
MC	8,094.13	117.36	117.36
SS	8,094.13	501.83	501.83
Unemployment	3,150.20	0.00	0.00
<b>Total:</b>		<b>837.04</b>	<b>619.19</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	8,094.13	404.73	441.92
<b>Total:</b>		<b>404.73</b>	<b>441.92</b>

**RECAP 4321 - Constables-Pct. 1**

Earnings: 8,094.13    Benefits: 0.00    Deductions: 404.73    Taxes: 837.04    Net Pay: 6,852.36

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 3,015.59  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	147.50	2,332.24
SAL	1.00	1,561.32
Uniform	0.00	50.00
<b>Total:</b>	<b>148.50</b>	<b>3,978.18</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,747.56	430.07	0.00
MC	3,946.46	57.22	57.22
SS	3,946.46	244.68	244.68
Unemployment	2,357.24	0.00	0.00
<b>Total:</b>	<b>731.97</b>	<b>301.90</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,978.18	198.90	217.21
550	0.00	13.62	0.00
590	0.00	0.00	381.54
615	0.00	18.10	0.00
<b>Total:</b>		<b>230.62</b>	<b>598.75</b>

RECAP 4322 - Constables-Pct. 2

Earnings: 3,978.18    Benefits: 0.00    Deductions: 230.62    Taxes: 731.97    Net Pay: 3,015.59

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 4,472.83  
 Total Check Amounts: 201.26

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	223.00	4,248.27
OT	3.00	83.78
SAL	1.00	1,561.32
Uniform	0.00	50.00
<b>Total:</b>	<b>227.00</b>	<b>5,994.14</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,439.27	323.09	0.00
MC	5,738.99	83.20	83.20
SS	5,738.99	355.83	355.83
Unemployment	2,476.67	0.00	0.00
<b>Total:</b>	<b>762.12</b>	<b>439.03</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,994.14	299.72	327.27
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	10.26	0.00
615	0.00	54.92	0.00
<b>Total:</b>		<b>557.93</b>	<b>1,139.78</b>

RECAP 4323 - Constables-Pct. 3

Earnings: 5,994.14    Benefits: 0.00    Deductions: 557.93    Taxes: 762.12    Net Pay: 4,674.09

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 8,217.10  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
CSP-OT	18.00	402.57
Hourly	387.50	8,198.60
S	16.00	274.54
SAL	1.00	1,561.32
<b>Total:</b>	<b>422.50</b>	<b>10,437.03</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,564.78	571.45	0.00
MC	10,126.63	146.84	146.84
SS	10,126.63	627.86	627.86
Unemployment	6,792.36	0.00	0.01
<b>Total:</b>	<b>1,346.15</b>	<b>774.71</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,437.03	521.85	569.86
520	0.00	40.00	0.00
550	0.00	51.90	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	42.76	0.00
<b>Total:</b>		<b>873.78</b>	<b>1,382.37</b>

RECAP 4324 - Constables-Pct. 4

Earnings: 10,437.03    Benefits: 0.00    Deductions: 873.78    Taxes: 1,346.15    Net Pay: 8,217.10

Department: 4330 - Driver's License

Total Direct Deposits: 492.55  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	602.80
<b>Total:</b>	<b>40.00</b>	<b>602.80</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	572.66	34.00	0.00
MC	602.80	8.74	8.74
SS	602.80	37.37	37.37
Unemployment	602.80	0.00	0.00
<b>Total:</b>	<b>80.11</b>	<b>46.11</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	602.80	30.14	32.91
<b>Total:</b>		<b>30.14</b>	<b>32.91</b>

RECAP 4330 - Driver's License

Earnings: 602.80    Benefits: 0.00    Deductions: 30.14    Taxes: 80.11    Net Pay: 492.55



Department: 5401 - Juvenile Probation

Total Direct Deposits: 17,118.27  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	163.82
Hourly	489.00	14,352.27
JP COMP TAKEN	6.00	144.23
PER DIEM ALLOWANCE	0.00	60.00
S	35.50	1,192.41
SAL	-22.00	6,178.67
Vacation	53.50	1,990.86
<b>Total:</b>	<b>562.00</b>	<b>24,082.26</b>

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	30.38	1,021.51
<b>Total:</b>	<b>30.38</b>	<b>1,021.51</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	20,723.01	1,890.96	0.00
MC	22,302.13	323.39	323.39
SS	22,302.13	1,382.74	1,382.74
Unemployment	24,082.26	0.00	0.00
<b>Total:</b>	<b>3,597.09</b>	<b>1,706.13</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	24,082.26	1,204.12	1,314.89
520	0.00	375.00	0.00
551	0.00	616.20	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	839.61	3,257.12
595	0.00	4.24	0.00
615	0.00	127.78	0.00
<b>Total:</b>	<b>3,366.90</b>	<b>4,572.01</b>	

RECAP 5401 - Juvenile Probation

Earnings: 24,082.26    Benefits: 1,021.51    Deductions: 3,366.90    Taxes: 3,597.09    Net Pay: 17,118.27

Department: 6520 - Building Maintenance

Total Direct Deposits: 9,047.76  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	131.52
BEREAVEMENT	24.00	550.05
Hourly	436.00	8,320.22
S	94.00	2,298.30
SAL	-79.00	-0.04
Vacation	6.00	124.03
<b>Total:</b>	<b>481.00</b>	<b>11,424.08</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,675.93	743.21	0.00
MC	11,247.14	163.09	163.09
SS	11,247.14	697.32	697.32
Unemployment	9,916.32	0.00	0.00
<b>Total:</b>	<b>1,603.62</b>	<b>860.41</b>	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,424.08	571.21	623.75
550	0.00	63.58	0.00
551	0.00	30.75	0.00
580	0.00	10.71	0.00
590	0.00	0.00	2,670.78
595	0.00	10.57	0.00
610	0.00	13.84	0.00
615	0.00	72.04	0.00
<b>Total:</b>	<b>772.70</b>	<b>3,294.53</b>	

RECAP 6520 - Building Maintenance

Earnings: 11,424.08    Benefits: 0.00    Deductions: 772.70    Taxes: 1,603.62    Net Pay: 9,047.76

Department: 6550 - Elections

Total Direct Deposits: 3,069.59  
 Total Check Amounts: 1,251.04

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	156.00	2,837.79
OT	0.50	14.06
S	4.00	73.02
SAL	1.00	2,396.73
<b>Total:</b>	<b>161.50</b>	<b>5,356.22</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,018.47	293.44	0.00
MC	5,286.28	76.65	76.65
SS	5,286.28	327.75	327.75
Unemployment	5,325.98	0.00	0.00
<b>Total:</b>		<b>697.84</b>	<b>404.40</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,356.22	267.81	292.45
550	0.00	30.24	0.00
590	0.00	0.00	763.08
595	0.00	4.22	0.00
615	0.00	35.48	0.00
<b>Total:</b>		<b>337.75</b>	<b>1,055.53</b>

RECAP 6550 - Elections

Earnings: 5,356.22    Benefits: 0.00    Deductions: 337.75    Taxes: 697.84    Net Pay: 4,320.63

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,744.56  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	228.66
Hourly	76.00	1,505.39
S	4.00	79.23
SAL	-22.00	15,983.75
Vacation	29.00	757.04
<b>Total:</b>	<b>87.00</b>	<b>18,554.07</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,316.39	1,240.43	0.00
MC	17,344.09	251.49	251.49
SS	17,344.09	1,075.32	1,075.32
Unemployment	5,874.52	0.00	0.00
<b>Total:</b>		<b>2,567.24</b>	<b>1,326.81</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	18,554.07	927.70	1,013.07
520	0.00	100.00	0.00
550	0.00	42.36	0.00
551	0.00	180.84	0.00
580	0.00	4.59	0.00
590	0.00	882.27	3,214.77
595	0.00	14.37	0.00
615	0.00	90.14	0.00
<b>Total:</b>		<b>2,242.27</b>	<b>4,227.84</b>

RECAP 6560 - Commissioners Court

Earnings: 18,554.07    Benefits: 0.00    Deductions: 2,242.27    Taxes: 2,567.24    Net Pay: 13,744.56

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 0.00  
 Total Check Amounts: 1,421.01

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	1,653.84
<b>Total:</b>	1.00	1,688.46

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,604.04	53.87	0.00
MC	1,688.46	24.48	24.48
SS	1,688.46	104.68	104.68
Unemployment	1,688.46	0.00	0.01
<b>Total:</b>		183.03	129.17

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,688.46	84.42	92.19
<b>Total:</b>		84.42	92.19

RECAP 6570 - Veteran Service Officer

Earnings: 1,688.46    Benefits: 0.00    Deductions: 84.42    Taxes: 183.03    Net Pay: 1,421.01

Department: 6580 - Human Resources

Total Direct Deposits: 2,787.47  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	66.00	1,470.72
SAL	-3.00	2,057.46
Vacation	18.00	420.26
<b>Total:</b>	81.00	3,964.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,732.53	642.82	0.00
MC	3,930.76	57.00	57.00
SS	3,930.76	243.71	243.71
Unemployment	3,950.97	0.00	0.00
<b>Total:</b>		943.53	300.71

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,964.59	198.23	216.47
550	0.00	13.62	0.00
580	0.00	1.53	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	18.10	0.00
<b>Total:</b>		233.59	598.01

RECAP 6580 - Human Resources

Earnings: 3,964.59    Benefits: 0.00    Deductions: 233.59    Taxes: 943.53    Net Pay: 2,787.47

Department: 6590 - Purchasing Department

Total Direct Deposits: 4,494.84  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	152.00	3,140.51
SAL	1.00	2,495.76
Vacation	8.00	187.18
<b>Total:</b>	<b>161.00</b>	<b>5,890.37</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,370.07	438.82	0.00
MC	5,664.59	82.14	82.14
SS	5,664.59	351.21	351.21
Unemployment	5,875.25	0.00	0.00
<b>Total:</b>	<b>872.17</b>	<b>872.17</b>	<b>433.35</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,890.37	294.52	321.61
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.33	0.00
615	0.00	44.94	0.00
<b>Total:</b>	<b>523.36</b>	<b>523.36</b>	<b>1,134.12</b>

RECAP 6590 - Purchasing Department

Earnings: 5,890.37    Benefits: 0.00    Deductions: 523.36    Taxes: 872.17    Net Pay: 4,494.84

Department: 6630 - Grants Department

Total Direct Deposits: 3,720.80  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	44.00	947.29
OT	2.50	80.73
S	40.00	1,419.45
SAL	-39.00	1,419.48
Vacation	36.00	775.04
<b>Total:</b>	<b>83.50</b>	<b>4,676.61</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,407.45	331.59	0.00
MC	4,641.28	67.30	67.30
SS	4,641.28	287.76	287.76
Unemployment	4,661.49	0.00	0.00
<b>Total:</b>	<b>686.65</b>	<b>686.65</b>	<b>355.06</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,676.61	233.83	255.35
550	0.00	15.12	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	18.10	0.00
<b>Total:</b>	<b>269.16</b>	<b>269.16</b>	<b>636.89</b>

RECAP 6630 - Grants Department

Earnings: 4,676.61    Benefits: 0.00    Deductions: 269.16    Taxes: 686.65    Net Pay: 3,720.80

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,715.88  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,962.13
OT	3.00	110.37
SAL	-15.00	2,170.32
Vacation	16.00	542.58
<b>Total:</b>	<b>84.00</b>	<b>4,785.40</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,487.51	408.50	0.00
MC	4,726.79	68.54	68.54
SS	4,726.79	293.06	293.06
Unemployment	4,739.70	0.00	0.00
<b>Total:</b>	<b>770.10</b>	<b>770.10</b>	<b>361.60</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,785.40	239.28	261.28
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	763.08
595	0.00	4.22	0.00
615	0.00	8.69	0.00
<b>Total:</b>	<b>299.42</b>	<b>299.42</b>	<b>1,024.36</b>

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 4,785.40    Benefits: 0.00    Deductions: 299.42    Taxes: 770.10    Net Pay: 3,715.88

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,404.43  
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,366.45
S	3.00	112.31
SAL	-18.00	2,283.63
Uniform	0.00	25.00
Vacation	16.00	598.98
<b>Total:</b>	<b>141.00</b>	<b>5,420.99</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,093.44	277.09	0.00
MC	5,364.49	77.79	77.79
SS	5,364.49	332.60	332.60
Unemployment	5,375.29	0.00	0.00
<b>Total:</b>	<b>687.48</b>	<b>687.48</b>	<b>410.39</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,420.99	271.05	295.99
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	763.08
595	0.00	2.11	0.00
615	0.00	8.69	0.00
<b>Total:</b>	<b>329.08</b>	<b>329.08</b>	<b>1,059.07</b>

RECAP 7610 - Sanitation Department

Earnings: 5,420.99    Benefits: 0.00    Deductions: 329.08    Taxes: 687.48    Net Pay: 4,404.43

Department: 8700 - County Agent

Total Direct Deposits: 4,498.61  
 Total Check Amounts: 0.00

**EARNINGS**

Pay Code	Units	Pay Amount
Hourly	80.00	1,577.66
SAL	3.00	3,925.30
<b>Total:</b>	<b>83.00</b>	<b>5,502.96</b>

**TAXES**

Code	Subject To	Employee	Employer
Federal W/H	5,323.12	404.21	0.00
MC	5,494.27	79.67	79.67
SS	5,494.27	340.63	340.63
Unemployment	5,502.96	0.00	0.01
<b>Total:</b>		<b>824.51</b>	<b>420.31</b>

**DEDUCTIONS**

Code	Subject To	Employee	Employer
400	3,423.14	171.15	186.90
590	0.00	0.00	763.08
615	0.00	8.69	0.00
<b>Total:</b>		<b>179.84</b>	<b>949.98</b>

**RECAP 8700 - County Agent**

Earnings:	5,502.96	Benefits:	0.00	Deductions:	179.84	Taxes:	824.51	Net Pay:	4,498.61
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**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To ratify re-occurring County Payroll Tax payment - \$121,299.30 (09/24/2023 - 10/07/2023)

**Costs:** \$121,299.30

**Agenda Speakers:** Judge Haden/Kristianna Ortiz

**Backup Materials:** Attached

**Total # of Pages:** 1



Packet: PYPKT02805 - Payroll 9242023 thru 10072023  
Payroll Set: 01 - Payroll Set 01

Pay Period: 09/24/2023 - 10/07/2023

Total Direct Deposits: 400,465.36  
Total Check Amounts: 10,178.22

Males Paid: 154  
Females Paid: 124  
Total Employees: 278

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	32.30
165 Stipend w/RET	0.00	2,077.13
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	4,168.86
BEREAVEMENT	60.00	1,383.63
CSP-OT	18.00	402.57
DA Staff Supplement	0.00	1,228.17
FLOAT	8.00	149.88
Hourly	14,882.75	339,718.59
JP COMP TAKEN	6.00	144.23
Jud Stip	1.00	3,230.77
LWOP	8.28	0.00
OT	432.00	15,679.74
PER DIEM ALLOWANCE	0.00	60.00
S	794.60	19,878.64
SAL	-280.00	128,839.68
Uniform	0.00	2,248.16
Vacation	675.94	17,462.48
VAC-PAYOUT	42.85	1,126.30
<b>Total:</b>	<b>16,649.42</b>	<b>538,523.44</b>

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	30.38	1,021.51
<b>Total:</b>	<b>30.38</b>	<b>1,021.51</b>

TAXES

Code	Subject To	Employee	Employer
Federal W/H	493,129.26	41,616.56	0.00
MC	520,801.74	7,551.65	7,551.65
SS	520,801.74	32,289.72	32,289.72
Unemployment	473,864.78	0.00	0.06
<b>Total:</b>		<b>81,457.93</b>	<b>39,841.43</b>

FWH - \$41,616.56  
 MC - \$15,103.30  
 SS - \$64,579.44  


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 \$121,299.30

DEDUCTIONS

Code	Subject To	Employee	Employer
400	535,148.53	26,757.48	29,219.16
520	0.00	915.00	0.00
530	0.00	693.93	0.00
550	0.00	2,296.54	0.00
551	0.00	2,643.22	0.00
552	0.00	192.30	0.00
560	0.00	75.00	0.00
580	0.00	177.48	0.00
590	0.00	9,075.86	84,615.97
595	0.00	408.06	0.00
610	0.00	81.34	0.00
615	0.00	3,105.72	0.00
<b>Total:</b>		<b>46,421.93</b>	<b>113,835.13</b>

RECAP 01 - Payroll Set 01

Earnings:	538,523.44	Benefits:	1,021.51	Deductions:	46,421.93	Taxes:	81,457.93	Net Pay:	410,643.58
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**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To pay bond for Art Villarreal, Constable PCT. 4

**Costs:** \$50.00

**Agenda Speakers:** Judge Haden

**Backup Materials:** Attached

**Total # of Pages:** 1

Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$50.00

ARTHUR VILLARREAL  
[REDACTED]

<b>Amount Due</b>	\$50.00
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**Bond Detail**

Bond # [REDACTED] Obligee OBLIGEE ADDRESS UNKNOWN  
Company Western Surety Company  
Term Dates 09/28/2023 to 09/28/2024  
Bond Amount \$1,000.00  
Description TX Constable Prec. #4 County of Caldwell

**Agent Information Messages**

Rucker-Ohlendorf Insurance  
115 S. Main St.  
Lockhart, TX 78644-2767  
Phone : (512)398-2384

**Payment Instructions**



- **Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Arthur Villarreal  
Bond # [REDACTED]  
Company 0601  
Agency 42-00488  
Rucker-Ohlendorf Insurance

<b>Payment Due</b>	09/28/2023	<b>Amount Due</b>	\$50.00
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CNA Surety Direct Bill  
P.O. Box 957312  
St. Louis, MO 63195-7312

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To pay bond for Devante Coe, Elections Administrator

**Costs:** \$20.00

**Agenda Speakers:** Judge Haden

**Backup Materials:** Attached

**Total # of Pages:** 1

September 25, 2023

Devante Coe  
% Caldwell County  
PO Box 98  
Lockhart, TX 78644

RECEIVED

OCT 09 2023

*mgf*

CALDWELL COUNTY  
AUDITOR'S OFFICE

RECEIVED

OCT 09 2023

Re: Bond # [REDACTED] - Devante Coe  
\$20,000.00 - Elections Administrator Caldwell County  
Company Code: 601 - Western Surety Company

We have received your payment of \$50.00.

Unfortunately the premium due for your bond is \$70.00. Please submit the remaining premium due to keep your bond in force.

If you have any questions, please contact your local agent.

**Consider making your payment through CNA Surety ePay.** Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: [onlinepay.cnasurety.com](http://onlinepay.cnasurety.com) and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To pay bond for Jenifer Watts, Chief Deputy Clerk, JP 3

**Costs:** \$50.00

**Agenda Speakers:** Judge Haden

**Backup Materials:** Attached

**Total # of Pages:** 1

Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$50.00

JENIFER WATTS  
LULING, TX 78648

<b>Amount Due</b>	\$50.00
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**Bond Detail**

Bond #		Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	12/11/2023 to 12/11/2024		
Bond Amount	\$1,000.00		
Description	TX Court Clerk County of Caldwell		

**Agent Information** **Messages**

Rucker-Ohlendorf Insurance  
115 S. Main St.  
Lockhart, TX 78644-2767  
Phone : (512)398-2384

*J Watts*  
*004-3253-2070*

**Payment Instructions**



- **Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Jenifer Watts  
Bond #  
Company 0601  
Agency 42-00488  
Rucker-Ohlendorf Insurance

<b>Payment Due</b>	12/11/2023	<b>Amount Due</b>	\$50.00
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CNA Surety Direct Bill  
P.O. Box 957312  
St. Louis, MO 63195-7312

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To approve Caldwell County Constable PCT 1 September 2023 Report

**Costs:** None

**Agenda Speakers:** Judge Haden

**Backup Materials:** Attached

**Total # of Pages:** 1



RONALD SANDERS  
Chief Deputy

## CLEMENTE VERASTEGUI

CRYSTAL SMOLEN  
Lieutenant

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

**TO: Judge Haden**

**FROM: Constable Verastegui**

**Subject: Monthly Report September 2023**

**Sir,**

**Here is the monthly report for September 2023**

- 1. There were a total of 14 citizen contacts.**
- 2. 19 citations were issued and 1 written warning were given.**
- 3. 9 civil attempts were made with 5 being executed.**
- 4. 1 agency assist.**
- 5. A total of 513 hours have been spent at the school. We continue to patrol the school areas to slow people down and assist with traffic control when people drop off and pick up their children from school.**

**Respectfully  
Clemente Verastegui**



**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To accept the September 2023 Tax Collection Report from the Caldwell County Appraisal District

**Costs:** None

**Agenda Speakers:** Judge Haden

**Backup Materials:** Attached

**Total # of Pages:** 3

# CALDWELL COUNTY COMMISSIONERS

## Tax Collection Report

SEPTEMBER 2023

	September	Prior Months	YTD TOTAL	PRIOR YEAR
2022 Tax Collection	\$62,485.82	\$23,172,905.21	\$23,235,391.03	\$21,556,934.32
2021 & Prior Collection	\$77,546.15	\$996,996.73	\$1,074,542.88	\$1,115,575.94
<b>Total Tax Collection =</b>	<b>\$140,031.97</b>	<b>\$24,169,901.94</b>	<b>\$24,309,933.91</b>	<b>\$22,672,510.26</b>

note: Above figures include penalties and interest collected  
 2022 Original Levy                      \$24,032,242.99

September 30, 2023 Percent of 2022 Tax Collected                      96.17%

September 30, 2022 Percent of 2021 Tax Collected                      96.13%

September 30, 2021 Percent of 2020 Tax Collected                      95.38%

September 30, 2023 - Balance of Delinquent Tax                      \$1,870,929.06

September 30, 2022 - Balance of Delinquent Tax                      \$1,797,032.84

September 30, 2021 - Balance of Delinquent Tax                      \$1,723,799.88

Corrections made to Current Tax Roll                      (\$2,964.56)

Corrections made to Delinquent Tax Roll                      (\$1,341.71)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$18,963.78

Submitted by:

*Shanna Ramzinski*

Shanna Ramzinski  
 Chief Appraiser  
 Caldwell County Appraisal District

# CALDWELL COUNTY

Balance Sheet

SEPTEMBER 2023

## Collections

	FARM TO MARKET M & O		GENERAL FUND	
			M & O	I & S
Current Tax	\$9.48		\$48,621.22	\$3,334.20
Current P & I	\$1.57		\$9,844.44	\$674.91
Delinquent Tax	\$9.00		\$52,097.43	\$3,613.24
Delinquent P & I	\$4.64		\$20,121.39	\$1,596.98
		Subtotals	\$130,684.48	\$9,219.33
<b>TOTAL FTM</b>	<b>\$24.69</b>	<b>TOTAL GCA</b>	<b>\$139,903.81</b>	
	ROAD & BRIDGE M & O		STATE TAX M & O	
			M & O	
Current Tax	n/a		n/a	
Current P & I	n/a		n/a	
Delinquent Tax	\$25.21		\$0.00	
Delinquent P & I	\$78.26		\$0.00	
		TOTAL RAB	\$103.47	
		TOTAL STX	\$0.00	
<b>TOTAL COUNTY COLLECTIONS</b>			<b>\$140,031.97</b>	

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$18,963.78

Attorney Fees Detail

FTM	\$2.88
GCA	\$18,952.28
RAB	\$8.62
STX	\$0.00

# CALDWELL COUNTY

## Balance Sheet

SEPTEMBER 2023

### DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 11-Sep-23	\$16,070.51	\$1,109.38	EFT
(2) 15-Sep-23	\$18,579.01	\$1,217.73	EFT
(3) 22-Sep-23	\$15,595.20	\$1,026.51	EFT
(4) 28-Sep-23	\$27,031.78	\$1,780.89	EFT
(5) 6-Oct-23	\$53,536.14	\$4,084.82	EFT
(6)	\$0.00	\$0.00	
(7)	\$0.00	\$0.00	
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	\$130,812.64	\$9,219.33	
TOTAL ALL DEPOSITS	\$140,031.97		

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To ratify Work Authorization No. 1, authorizing American Structurepoint, Inc. to begin development of an Infrastructure Capital Improvement Plan and Program (CIPP)

**Costs:** \$151,607.00

**Agenda Speakers:** Judge Haden/Steve Widacki

**Backup Materials:**

**Total # of Pages:** 10

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

#### WORK AUTHORIZATION NO. 1

**PROJECT: Capital Improvement Plan and Program and Bond Program Assistance**

This Work Authorization is made pursuant to the terms and conditions of the Caldwell County Contract for Engineering Services, being dated September 19, 2023 and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$151,607.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on April 30, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this 12 day of October, 2023

ENGINEER:

COUNTY:

American Structurepoint, Inc.

Caldwell County, Texas

By:  Signature

By:  Signature

Benjamin Borcharding, PE  
Printed Name

Holly Haden  
Printed Name

Vice President  
Title

County Judge  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

**Attachment A**  
Services to be Provided by County

In general, Caldwell County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's representative.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Not applicable (N/A).
4. Provide available appropriate County data on file including reports and/or plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining, or affected property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work and final acceptance documents.
8. N/A.
9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
10. Post and maintain project information for public consumption on the County website.
11. Assist with coordination between the Engineer and County's other consultants.
12. N/A.
13. N/A.



## Attachment B

### Services to be Provided by Engineer:

#### A. SERVICE DESCRIPTION

1. The Engineer/Consultant (Consultant) shall develop a Caldwell County (Owner) Infrastructure Capital Improvement Plan and Program (CIPP). Additionally, Consultant will work with the Owner to build consensus for a potential bond election. This is a multi-part process:
  - a. The Consultant shall work with Owner and identified stakeholders to develop a Capital Improvement Plan (the Plan) identifying and ranking improvement needs on county infrastructure over the next 20 years.
    - i. Projects that accommodate all modes of transportation (motor vehicle, pedestrian, and bicycle) shall be considered.
    - ii. The Consultant shall assist Owner in establishing objective criteria to evaluate and score potential projects. Criteria may include safety, health, equity, connectivity, congestion relief, support of regional land-use goals, enhancing quality of life, and community support.
  - b. The Consultant shall work with Owner and identified stakeholders to develop a Capital Improvement Program (the Program) assigning anticipated revenues to the highest priority projects for a five-year period.
    - i. The program should be reviewed and updated by the Owner annually for programming updates. The annual updates allow anticipated capital revenues to be adjusted to more current projections, and capital project expenditures are allocated appropriately.
2. The CIPP shall only include capital projects that will improve Owner public infrastructure where either substantial reconstruction or new construction is required. Consultant shall incorporate additional projects as identified by Owner and agreed upon by both parties. At this time, maintenance projects are not included.

#### B. INITIATION, DATA COLLECTION AND EVALUATION

1. The Consultant shall work and meet with Owner, including Commissioner's Court, key county staff, the county's bond counsel and financial advisor, and other key stakeholders to collect and evaluate all existing information necessary to conduct the CIPP. This includes transportation and pedestrian master plans, studies, etc. This also includes an assessment of the issues related to a proposed bond election and program.

#### C. IDENTIFY AND ASSIST IN DEVELOPING PROJECTS

1. **Task Force Facilitation:** The Consultant will provide coordination, direction and facilitation for a Commissioner's Court appointed citizen task force to recommend a bond package from the highest ranked projects identified in the development of the CIPP to staff and the Court. Consultant shall work with citizen task force to evaluate identified projects based on Owner's vision, goals, and common good of Owner and citizens.
2. The Consultant shall work with the Owner and citizen task force to develop new potential projects based on the Owner's vision, goals, economic development potential, regional connectivity, safety concerns, quality of life, operational improvements, and pedestrian connectivity. Consultant will lead meetings to establish a decision tree (matrix), look at project options, and eventually rank and score options. A maximum of 6 meetings of the task force are anticipated.

3. The Consultant shall provide a Preliminary Opinion of Probable Cost (OPC) for identified potential new projects. Consultant will also update preliminary OPC's for projects identified in existing transportation and pedestrian master plans.
4. The Consultant shall provide a layout of potential new projects on an aerial to assist in gaining support for new projects and projects related to prospective bond election.

#### D. PUBLIC INFORMATION PROGRAM

1. **Citizen Outreach and Engagement:** Using foundational material provided by Owner, create a stand-alone website for the bonds where voters, community leaders, and new media can go to find in-depth information about the election and projects, where to vote, and answers to common policy and transportation questions. The Consultant team will create a logo, color scheme and images to brand the program, and conduct a community survey to help guide the decision-making process.
2. **Website, Social Media, and Media Relations:** Create and maintain a robust project website that task force members, citizens, and regional media can use as a resource for project process, updates, and resources. This website can live on after the county calls an election and be used for public information/education about the bond program. Additionally, the Consultant will assist county staff with content and strategy for the county's existing social media channels, as well as helping craft the message and coordinate with regional media outlets.
3. **Town Hall Events:** The Consultant shall prepare necessary documentation to advertise and conduct two (2) in-person or virtual town hall events to get meaningful impact from citizens. Public notices and presentation graphics will be prepared for the town hall events by Consultant. Comments from these events will be gathered and documented. If additional public involvement meetings are requested, additional or supplemental services will be required to facilitate such meetings.
4. **Presentation Preparation and Meetings:** Consultant will conduct, lead, and attend multiple (number – estimated) public and private meetings with key staff members, stakeholders, and the public to help the county and residents to establish the vision, goals, and objectives for Caldwell County's transportation network. And appropriately prepare for a bond election. Reports and updates will be provided to key staff members and stakeholders, such as the Commissioner's Court, to keep the County updated on all progress and milestones reached. The Consultant shall record and distribute meeting minutes for all attended meetings.
5. **Schedule Coordination and Broadcast:** Consultant will keep a master schedule of events, key publication, and distribution dates for all prints, press releases and posts published throughout the project, along with key election dates, and communication opportunities for public engagement to supporters.

#### E. ASSISTANCE IN IDENTIFYING FUNDING SOURCES

1. The Consultant shall assist Owner in identifying potential funding sources including but not limited to local, state, federal, and private funds.
2. The Consultant shall assist Owner in identifying the appropriate funds to pursue for the prioritized projects.

#### F. ASSISTANCE IN PRIORITIZING PROJECTS

1. The Consultant shall assist Owner in prioritizing existing and potential projects based on vision, goals, funding sources, and common good of the community.

**G. IMPLEMENTATION STRATEGIES**

1. The Consultant shall assist Owner in developing strategies to pursue prioritized projects from a funding, scheduling, and probability of delivery standpoint.

**H. PROJECT MANAGEMENT AND PROGRESS REPORTS**

1. Consultant shall review and develop project reports related to bond program and final permanent files for residents and county officials. Close out of all other files and social media sites and pages related to bond program.
2. The Consultant shall provide monthly progress reports with updates regarding the Plan's development.

**I. DELIVERABLES**

1. Five (5) bound hard copies of the Transportation Capital Improvement Plan and Program
2. One (1) electronic (PDF version) of the Transportation Capital Improvement Plan and Program

**J. EXCLUDED SERVICES**

1. Traffic engineering services, including traffic counting, modeling, and analysis
2. Road design services
3. Bridge design services
4. Environmental science services
5. Utility infrastructure design services

**Attachment C - Work Schedule**

09/2023	10/2023	11/2023	12/2023	01/2024	02/2024	03/2024	04/2024
	Initiation, Data Collection and Evaluation						
		Identify and Assist in Developing Projects					
		Public Information Program (Outreach, Social/Media Relations, Town Halls, etc.)					
			Assist in Identifying Funding Sources				
				Assist Prioritizing Projects			
			Implementation Strategies				
		Project Management					
					Develop Deliverables		

## ATTACHMENT D

PROJECT NAME: Caldwell County CIPP and Bond Program Support

PROJECT LIMITS: Caldwell County, TX

TASKS	TOTAL COST
<b>B</b> <b>Initiation, Data Collection and Evaluation</b>	
<b>SUBTOTAL</b>	<b>\$ 4,890.00</b>
<b>C</b> <b>Identify and Assist in Developing Projects</b>	
<b>SUBTOTAL</b>	<b>\$ 33,750.00</b>
<b>D</b> <b>Public Information Program</b>	
<b>SUBTOTAL</b>	<b>\$ 15,880.00</b>
<b>E</b> <b>Assistance in Identifying Funding Sources</b>	
<b>SUBTOTAL</b>	<b>\$ 1,140.00</b>
<b>F</b> <b>Assist in Prioritizing Projects</b>	
<b>SUBTOTAL</b>	<b>\$ 1,605.00</b>
<b>G</b> <b>Implementation Strategies</b>	
<b>SUBTOTAL</b>	<b>\$ 1,710.00</b>
<b>H</b> <b>Project Management and Progress Reports</b>	
<b>SUBTOTAL</b>	<b>\$ 8,845.00</b>
<b>I</b> <b>Deliverables</b>	
<b>SUBTOTAL</b>	<b>\$ 8,580.00</b>
<b>LABOR TOTALS</b>	<b>\$ 76,380.00</b>
<b>OTHER DIRECT EXPENSES</b>	
Mileage	<b>\$ 1,170.00</b>
Toll Charges	<b>\$ 522.00</b>
Presentation Boards (24" x 36")	<b>\$ 1,500.00</b>
PHOTOCOPIES BW (8 1/2" X 11")	<b>\$ 40.00</b>
PHOTOCOPIES COLOR (8 1/2" X 11")	<b>\$ 280.00</b>
PHOTOCOPIES COLOR (11" X 17")	<b>\$ 45.00</b>
USB Flash Drive	<b>\$ 20.00</b>
	<b>\$ -</b>
<b>SUBTOTAL DIRECT EXPENSES</b>	<b>\$ 3,577.00</b>

### SUMMARY

TOTAL COSTS FOR PRIME PROVIDER	<b>\$ 76,380.00</b>
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME PROVIDER	<b>\$ 3,577.00</b>
NON-SALARY (UNIT COST EXPENSES) FOR PRIME PROVIDER	<b>\$ -</b>
SUBCONTRACTS (includes labor costs, direct expenses, and unit costs)	<b>\$ 71,650.00</b>
<b>GRAND TOTAL</b>	<b>\$ 161,607.00</b>

**ATTACHMENT 1 TO  
ATTACHMENT D**

<b>Gap Strategies</b>	
DESCRIPTION OF WORK BEING PERFORMED	COST
<b>Task Force Facilitation</b> <i>Provide coordination, direction and facilitation for citizen task force to recommend a bond package from the highest ranked projects identified in the development of the CIPP. Consultant shall work with citizen task force to evaluate identified projects.</i> <i>The Consultant shall work with the Owner and citizen task force to develop new potential projects. Consultant will lead meetings to establish a ranking mechanism (i.e. a decision tree (matrix), matrix, or another voting method), look at project options, and eventually rank and score options. A maximum of 6 meetings of the task force are anticipated.</i>	<b>\$15,000</b>
<b>Citizen Outreach and Engagement</b> <i>Create a stand-alone website for the bonds where voters, community leaders, and new media can go to find in-depth information about the election and projects, where to vote, and answers to common policy and transportation questions. The Consultant team will create a logo, color scheme and images to brand the program, and conduct a community survey to help guide the decision-making process.</i>	<b>\$16,600</b>
<b>Website, Social Media, and Media Relations</b> <i>Create and maintain a robust project website that task force members, citizens, and regional media can use as a resource for project process, updates, and resources. This website can live on after the county calls an election and be used for public information/education about the bond program. Additionally, the Consultant will assist county staff with content and strategy for the county's existing social media channels, as well as helping craft the message and coordinate with regional media outlets.</i>	<b>\$11,600</b>
<b>Town Hall Events</b> <i>The Consultant shall prepare necessary documentation to advertise and conduct two (2) in-person or virtual town hall events to get meaningful impact from citizens. Public notices and presentation graphics will be prepared for the town hall events by Consultant. Comments from these events will be gathered and documented. If additional public involvement meetings are requested, additional or supplemental services will be required to facilitate such meetings.</i>	<b>\$22,450</b>
<b>Presentation Preparation and Meetings</b> <i>Consultant will conduct, lead, and attend multiple (number – estimated) public and private meetings with key staff members, stakeholders, and the public to help the county and residents to establish the vision, goals, and objectives for Caldwell County's transportation network. And appropriately prepare for a bond election. Reports and updates will be provided to key staff members and stakeholders, such as the Commissioner's Court, to keep the County updated on all progress and milestones reached. The Consultant shall record and distribute meeting minutes for all attended meetings.</i>	<b>\$3,700</b>
<b>Schedule Coordination and Broadcast</b> <i>Consultant will keep a master schedule of events, key publication, and distribution dates for all prints, press releases and posts published throughout the project, along with key election dates, and communication opportunities for public engagement to supporters.</i>	<b>\$2,500</b>
<b>TOTAL PROJECT COST:</b>	
	<b>\$71,650</b>
<b>Expenses and Project Administration</b> <i>All project expenses set forth in this scope, including project administration, travel, display boards for public meetings, and misc. copies of documents (up to 50 copies per document and excluding any final deliverables), are included in the above rolled-up cost. Costs for social media advertising are included. Costs for newspaper advertising for events and the costs of formal City public hearing notices are NOT included.</i>	

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Consent

**Subject:** To ratify an amendment to Odyssey contract for the addition of 8 mobile handsets

**Costs:** \$9,832.00

**Agenda Speakers:** Judge Haden/James Short/Danie Teltow

**Backup Materials:** Attached

**Total # of Pages:** 15



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5101 Tennyson Pkwy, Plano, TX 75024 ("Tyler") and Caldwell County, Texas ("Client").

WHEREAS, Tyler and Client are parties to a certain Software as a Service / License and Services Agreement with an effective date of October 12, 2021 (the "Agreement").

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$9,832 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
  - b. Third Party Hardware costs are invoiced upon delivery.
  - c. Travel expenses shall be invoiced as incurred, as applicable.
2. The information attached hereto as Exhibit 2, is incorporated into Exhibit F, Schedule 1 of the Statement of Work from Tyler Technologies, Inc. in the Agreement.
3. This Amendment shall be governed and construed in accordance with the terms of the Agreement.
4. All terms and conditions of the Agreement not herein amended remain in full force and effect. Except as defined herein or otherwise required by the context herein, all defined terms used in this Amendment have the meaning ascribed to such terms as set forth in the Agreement.



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Caldwell County, TX

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: HOPPY HADEN \_\_\_\_\_

Title: \_\_\_\_\_

Title: County Judge \_\_\_\_\_

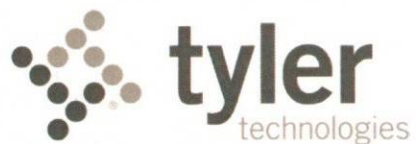
Date: \_\_\_\_\_

Date: 10/17/2023 \_\_\_\_\_



**Exhibit 1**  
**Investment Summary**

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Quoted By:  
 Quote Expiration:  
 Quote Name:

Brian Murray  
 11/24/23  
 8 Additional Mobility

**Sales Quotation For:**

Caldwell County  
 110 S Main St  
 Lockhart TX 78644-2701  
 Phone: +1 (512) 398-1801

**Annual / SaaS**

Description	Annual
Enterprise Corrections	
Corrections Mobile with PDA (5 years Subscription) -8 Devices	\$ 9,832
<b>TOTAL</b>	<b>\$ 9,832</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Corrections Mobile - NFC Hard Tags	100	\$ 10.00	\$ 1,000.00	\$ 0	\$ 0
TC77HL-5ME24BG-FT / Zebra EVM, HH, TC77, TSS Compliant, supports GSM + Verizon	8	\$ 0.00	\$ 0.00	\$ 0	\$ 0
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year	8	\$ 0.00	\$ 0.00	\$ 0	\$ 0
Zebra EVM, Acc, TC7X, 5 Bay Ethernet Cradle (CRD-TC7X-SE5EU1-01)	1	\$ 824.00	\$ 824.00	\$ 0	\$ 0
Zebra EVM, Acc, US DC Line Cord, Multi-Slot CRD (CBL-DC-382A1-01)	1	\$ 28.00	\$ 28.00	\$ 0	\$ 0
Zebra EVM, Acc, TC7X, Power Supply, Multi-Slot CRD (PWR-BGA12V108W0WW)	1	\$ 109.00	\$ 109.00	\$ 0	\$ 0
Zebra EVM, Acc, US AC Line Cord (23844-00-00R)	1	\$ 11.00	\$ 11.00	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 1,972.00</b>		<b>\$ 0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 9,832
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,972	\$ 0
Travel Expenses	\$ 1,770	\$ 0
<b>Summary Total</b>	<b>\$ 3,742</b>	<b>\$ 9,832</b>
<b>Contract Total</b>	<b>\$ 13,574</b>	

**Optional Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Corrections Mobile – NFC Hard Tag Installation	100	\$ 3.00	\$ 300.00	\$ 0	\$ 0
		<b>TOTAL</b>	<b>\$ 300.00</b>		<b>\$ 0</b>

**Comments**

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services. Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control. Sourcewell Discount of 10 % is applied to the quote.



**Exhibit 2**  
**Statement of Work from Tyler Technologies, Inc.**

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# 1. Conversion

## 1.1 Legacy System Information

Phase	Legacy System	Scope	Target Product(s)	Target Office(s)	Test Pushes	Production Pushes	Additional Information
1	eDoc (Courts & Prosecutor Instance)	Premium	Case Manager	County & District; Clerks & Courts	4	1	Assumes 1 data source & 1 document repository source
1	eDoc (Courts & Prosecutor Instance)	Premium	Attorney Manager Prosecutor	District Attorney	4	1	Assumes 1 data source (same source identified above) & 1 document repository source; both Test pushes and Production Push to run concurrently with row directly above
1	eDoc (Jail Instance)	Core	Corrections	Jail	1	1	Assumes 1 data source (same source identified above) & 1 document repository source; single Test push to run concurrently with one test push into Case

							Manager and Attorney Manager; Production Push to run concurrently with single Production push into Case Manager & Attorney Manager
--	--	--	--	--	--	--	--

## 1.2 Format

The following file formats can be loaded by Tyler. Other than agreed upon changes, the format and organization of the extract is expected to be the same for each conversion execution.

Format	Notes
SQL Server Backup	<ul style="list-style-type: none"> <li>- Preferred format</li> <li>- Use native SQL Server backup, not 3rd party tool.</li> <li>- Should be version compatible with targeted SQL Server version used for Odyssey.</li> <li>- All proprietary code in stored procedures, views, functions, and triggers can be removed.</li> </ul>
Delimited Text Files	<ul style="list-style-type: none"> <li>- One file per source table, one row per source row</li> <li>- Use first row as header to specify column names.</li> <li>- Use a character as the column delimiter not found in text columns. Pipes are preferred.</li> <li>- Do not use comma as the column delimiter.</li> <li>- Do not use quotes to enclose column values.</li> </ul>
Fixed-Width Text Files	<ul style="list-style-type: none"> <li>- One file per source table, one row per source row</li> <li>- Include a separate document defining column names and widths. Can be same document for all files.</li> </ul>

Tyler Conversion does not have an Oracle environment. If the legacy system uses Oracle, consider the free Microsoft tool SQL Server Migration Assistant for Oracle to move the data into SQL Server. If the legacy system uses UniData, or another multi-value capable database, please consult with Tyler Conversion on additional format needs.



- **Frequency:** An initial extract is requested as early in the project as possible so analysis can begin. Subsequent extracts will be required 1-2 weeks before each test conversion push and once at go-live.
- **Content:** For the initial extract, include all data except for document and images, or system tables containing logs. It is preferred that all possible data is reviewed while performing initial analysis to avoid missing critical information. Tyler will identify if there are large portions of the extract that can be optionally excluded by the client later in the project.
- **Delivery:** The initial extract will need to be downloaded to a Tyler server using Kiteworks, Tyler's fully-CJIS secure FTP transfer site. When using Kiteworks, a secure client-specific folder will be created. For on-site clients, subsequent extracts can be saved to an internal file server. SaaS clients will continue to use FTP.
- **Supplemental Documentation:** The following is helpful when defining the conversion rules at the beginning of a project. Please include the following with the initial extract if available and approved by any 3rd party vendor: Data Dictionaries, Entity Relationship Diagrams, Legacy System Administration or User Documentation, Legacy System Screenshots.

### 1.3 Conversion Scope by Product Center

The following charts indicate how data will be migrated for each scope option. Generally, a Premium conversion aims to migrate all data to specific fields. A Core Plus conversion migrates operationally essential information to the Tyler system fields and less critical information to the Conversion tab (explained later in this document). A Core conversion is minimally required fields for Odyssey to function with optional information not being migrated.

Legend

F = Odyssey Fields; T = Conversion Tab; NC = Not Converted

Data Conversion Scope - Case Manager			
Record	Tab	Section	Premium
Case	Appeals	All	F
Case	Appointments	All	F
Case	Arbitration	All	F
Case	Atty Pmts	All	F
Case	Audit	All	F
Case	Bonds	All	F
Case	Causes	All	F
Case	Charges	All	F
Case	CJIS	All	F
Case	Conditions	All	F
Case	Detail	All	F
Case	Discovery	All	NC
Case	Disposition	All	F
Case	Documents	All	F
Case	Events	All	F

Case	Exhibits	All	F
Case	Financial	All	F
Case	Forfeitures	All	F
Case	Hearings	All	F
Case	Inquest	All	F
Case	Notes	All	F
Case	Parties	All	F
Case	Prot. Orders	All	F
Case	Service	All	F
Case	State Report	All	F
Case	Summary	All	F
Case	Time Stds	All	F
Case	Warrants	All	F
Party	Additional	All	F
Party	Associates	All	F
Party	Employment	All	F
Party	General	All	F
Party	Notes	All	F
Party	Relationships	All	F
Party	Separations	All	F
Party	Vehicles	All	F

## Legend

F = Odyssey Fields; T = Conversion Tab; NC = Not Converted

Data Conversion Scope - Attorney Manager			
Record	Tab	Section	Premium
Case	Bonds	All	NC
Case	Case Groups	All	F
Case	Charges	All	F
Case	Charging Insts	All	F
Case	CJIS	All	F
Case	Detail	All	F
Case	Discovery	All	NC
Case	Disposition	All	F
Case	Documents	All	F
Case	Events	All	F
Case	Exhibits	All	F
Case	Hearings	All	F
Case	Inv Rpts	All	F
Case	Notes	All	F
Case	Parties	All	F

Case	Privileged	All	F
Case	Prot. Orders	All	F
Case	Service	All	F
Case	Statistics	All	NC
Case	Subpoenas	All	F
Case	Summary	All	F
Case	Time Stds	All	F
Case	Time Tracking	All	NC
Case	Victims	All	F
Case	Warrants	All	NC
Case	Witnesses	All	F
Party	Additional	All	F
Party	Associates	All	F
Party	Employment	All	F
Party	General	All	F
Party	Notes	All	F
Party	Relationships	All	F
Party	Separations	All	F
Party	Vehicles	All	F

## Legend

F = Odyssey Fields; T = Conversion Tab; NC = Not Converted

Data Conversion Scope - Tyler Corrections			
Record	Tab	Section	Core
Jailing	Accounts	All	NC
Jailing	Activity Log	All	NC
Jailing	Bonds	All	NC
Jailing	Charges	All	F
Jailing	Contacts	All	NC
Jailing	CJIS	All	NC
Jailing	Detail	Additional	F
Jailing	Detail	Billing Agency	F
Jailing	Detail	Booking Details	F
Jailing	Detail	Category	F
Jailing	Detail	Cell Assignment	F
Jailing	Detail	Classification	F
Jailing	Detail	Custody Status	F
Jailing	Detail	Jailing Flags	NC
Jailing	Detail	Phone Calls	NC
Jailing	Detail	SSA Status	NC
Jailing	Detail	Suicide Assessment	F

Jailing	Documents	All	F
Jailing	Hearings	All	NC
Jailing	Incidents	All	F
Jailing	Intermittent	All	NC
Jailing	Issues	All	NC
Jailing	Jail Time	All	NC
Jailing	Medical	All	NC
Jailing	Notes	All	F
Jailing	Parties	All	F
Jailing	Programs	All	NC
Jailing	Property	All	F
Jailing	Separations	All	F
Jailing	Summary	All	F
Jailing	Tracking	All	NC
Party	Additional	All	F
Party	Associates	All	F
Party	Employment	All	NC
Party	General	All	F
Party	Notes	All	F
Party	Relationships	All	NC
Party	Separations	All	F
Party	Vehicles	All	F
Party	Documents	All	F

## 1.4 Conversion Tab

The Conversion Tab is a location on parties, cases, and jailings to store legacy system information. This tab is read-only and only populated during the conversion process. Data on this tab is not included in reports or integrations. A custom report can be written to retrieve the data, but each record is a single value with fixed width spacing and column headers to describe the data. Specific data elements are not separated.

The Conversion tab is commonly used to preserve legacy data without impacting Odyssey configuration or reporting. The Conversion Tab is also used to provide reduced effort conversions. See the scope charts for an Odyssey tab breakdown of what is migrated to the Conversion tab depending on the selected scope. Changes in scope from Odyssey fields to the Conversion tab must be coordinated and approved by the client.

## 1.5 Data Mapping Documentation and Philosophy

When determining how data will migrate from a legacy system to Tyler products, Tyler aims to convert the legacy data in such a manner as the data will appear and behave as if it originated from the Tyler product.

During the Conversion Assessment, legacy data will be mapped to fields in Tyler product databases, or Tyler conversion tool databases. Depending on the organization of the legacy data, mapping may be at a table level vs. field-level. For example, if a legacy file contains addresses, instead of mapping each field during the initial assessment, the legacy file will be mapped to Tyler's address table. During the actual script development, and engineer will determine individual field-to-field mappings.

Data Mapping is captured in a spreadsheet. To track the decision of each file, table, and or field. This mapping is primarily intended to guide the engineer during ETL development but also facilitates conversations with the client around ambiguous data. This mapping document is not maintained the life of the project. Once ETL development has started, the scripts represent the decisions made for converting data at the field level.

## 1.6 Converting Financials

Tyler's conversion framework can convert case and party financial records from the legacy data systems. Within the product's financial structure, and an inherent requirement when converting financial balances, there is a direct relationship between the financial balance (amount due), the fee code(s) used to generate the balance, and the party that owes the balance. Often a legacy system may have a total balance due with no breakdown of the fees that comprised the balance or no link that connects the balance to the financially responsible party, instead leaving a balance due on the case. The basic requirements for a financial conversion are a current financial balance (amount due), a direct link of that financial balance to a party record or a case record, and the fee codes or fee schedules that were used to create the balance. If the financial balance is linked to a case only and has no direct database link to a party record, Tyler will attempt to convert the financial balance to the case. If the legacy system does not have a specific fee code breakdown of the amount due, the financial balance will be converted as an event on the case.

If the legacy data system tracks the transactional history of the payments, those may also be considered for conversion. The payment, credit, or charge transaction must have a link to the financial balance that is linked to the financially responsible party. Many legacy systems only have the beginning balance and the current balance, but do not keep a record of the transactional history. To the extent the financial transaction history exists within the legacy system, Tyler may attempt to convert it. The Tyler and Client teams will jointly determine the best and most feasible approach for converting financial records.

## 1.7 Party Merges

Tyler converts party data as it is represented in the legacy system, except where a difference in database schemas necessitates transformation to fit into Tyler product fields. Tyler does not merge legacy parties into a single party during the conversion process. Merging parties during the conversion requires Tyler to track all references to the merged parties in the legacy data prior to loading into Tyler products which introduces risk, difficulty validating the conversion, and difficulty tracing back to the original legacy relationships.

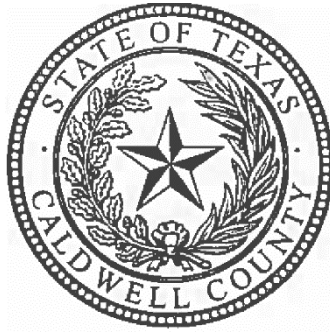
Odyssey and Tyler Corrections offer a party merge tool that can be used after go-live to consolidate what is believed to be duplicate party records. This tool offers allows an end user to select the matching criteria and then review the selected which matched parties should be merged.

## 1.8 Conversion Assumptions

- Client will provide legacy extracts as either SQL Server backups or flat files.
- Client will provide initial legacy extracts for data mapping, and subsequent extracts just prior to each test or production push.
- Tyler will migrate data as-is except where transformation, splitting, or merging must occur to avoid Odyssey application errors.
- Tyler will not merge parties during the conversion process.
- Tyler will not merge data from multiple legacy systems during the conversion process.
- If migrating documents or images, the legacy system either provides network path information to the files or the client provides an “index” file with pertinent information such as file path, case number, etc.
- **Text fields containing multiple data points will not be parsed and copied to multiple Odyssey fields.** Party names are an exception if there is some consistency to the formatting of the name parts.

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023  
**Type of Agenda Item:** Discussion/Action  
**Subject:** Regarding burn ban.  
**Costs:** \$0.00  
**Agenda Speakers:** Judge Haden/Hector Rangel  
**Backup Materials:** Attached  
**Total # of Pages:** 2



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

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

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

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

- I. Action Prohibited:
  - (a) A person violates this order if he/she burns a combustible material outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
  - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
  
2. Enforcement:
  - (a) Upon notification of suspected outdoor burning the fire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
  - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
  - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: **Violation of Burn Ban Order.**  
**Therefore it** is in accordance with Local Government Code 352.08 I, a violation of this order is a class C Misdemeanor, punishable by a fine not to exceed \$500.00.



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

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

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

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

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

**IN WITNESS WHEREOF, I AFFIX MY SIGNATURE this, the 24<sup>th</sup> of October 2023.**

\_\_\_\_\_  
**Hoppy Haden, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Teresa Rodriguez**  
**County Clerk**

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve the Caldwell County Employee Holiday Schedule for calendar year 2024.

**Costs:** \$0.00

**Agenda Speakers:** Judge Haden/Kristianna Ortiz

**Backup Materials:** Attached

**Total # of Pages:** 1

2024 Caldwell County Employee Holidays

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# 2024

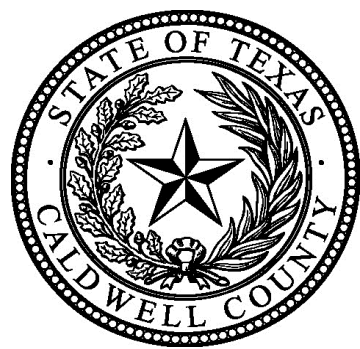
**COUNTY HOLIDAYS:**

- Jan 01 New Year's Day
- Jan 15 M L King Day
- Feb 19 Presidents' Day
- Mar 29 Good Friday
- May 27 Memorial Day
- Jun 19 Juneteenth
- July 4 Independence Day
- Sep 2 Labor Day
- Nov 11 Veterans Day
- Nov 27 1/2 day Thanksgiving
- Nov 28 Thanksgiving
- Nov 29 Thanksgiving
- Dec 25 Christmas
- Dec 26 Christmas
- Dec 27 Christmas

Commissioners Court Dates
Pay Days*
County Holidays

\*subject to change due to holidays

\*FLOAT DAY



**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To appoint Gloria Garcia to the position of Caldwell County Treasurer.

**Costs:** \$0.00

**Agenda Speakers:** Kristianna Ortiz

**Backup Materials:** None

**Total # of Pages:** 0

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve the reappointment of Billy Ray Buckner to the Luling Foundation Farm Board as the Caldwell County representative.

**Costs:** \$0.00

**Agenda Speakers:** Judge Haden/Wayne Morse

**Backup Materials:** None

**Total # of Pages:** 0

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve budget amendment #02 for Rocky Road project in the amount of \$100,000.00.

**Costs:** \$100,000.00

**Agenda Speakers:** Judge Haden/Danie Teltow

**Backup Materials:** Attached

**Total # of Pages:** 1



**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve Colorado Materials PO #02732 in the amount of \$100,000.00 for the Monte Sagrado Rocky Road Project.

**Costs:** \$100,000.00

**Agenda Speakers:** Judge Haden/Carolyn Caro

**Backup Materials:** Attached

**Total # of Pages:** 1





# REQUISITION

**Requisition #:** REQ02732

**Date:** 10/12/2023

**Vendor #:** COLMAT

**ISSUED TO:** COLORADO MATERIALS, LTD.  
PO BOX 2109  
SAN MARCOS, TX 78667-2109

**SHIP TO:** Unit Road  
Attn: Donald LeClerc  
1700 FM 2720  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Monte Sagrado Rocky Road Project		0.00 002-1101-3141	100,000.00

**PO Description:** Monte Sagrado Rocky Road Project

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	100,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	100,000.00

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve REQ02696 and payment #2 Biggs Road for WJC Constructors Services in the amount of \$57,353.44.

**Costs:** \$57,353.44

**Agenda Speakers:** Judge Haden/Carolyn Caro

**Backup Materials:** Attached

**Total # of Pages:** 2



# REQUISITION

**Requisition #:** REQ02696

**Date:** 09/30/2023

**Vendor #:** WJCCON

**ISSUED TO:** WJC CONSTRUCTORS SERVICES, LLC  
PO BOX 104  
SMITHVILLE, TX 78957-

**SHIP TO:** County Judge  
110 S. Main St., RM 201  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 Pay App. 2 Biggs Road		57,353.44	010-2000-4074	57,353.44

**PO Description:** Pay App 2 Biggs Road  
**Detailed Description:**

<b>SUBTOTAL:</b>	57,353.44
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	57,353.44

**Authorized By:** \_\_\_\_\_

**CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT**

CALDWELL COUNTY

Application No: Harvey CDBG DR Infrastructure- 2 BRIGGS ROAD AT WEST FORK PLUM Application Period: 11/17/22 - 1/3/23

<b>To: OWNER</b> Caldwell County Finance Department 110 E Main Street Lockhart, TX 78644	<b>From: CONTRACTOR</b> WJC Constructors Services, LLC PO Box 104 Smithville, TX 78657	<b>Via: ENGINEER</b> Doucet & Associates, Inc 7401 State Hwy 71 Austin, TX 78735
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**APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY				APPROVED CHANGE ORDERS			
No	Date Approved	Additions	Deductions				
						1. TOTAL CONTRACT CALENDAR/WORKING DAYS	180
						2. % TIME USED TO DATE	100%
						3. ADDITIONAL DAYS PER CHANGE ORDER	0
						4. % OF TOTAL CONTRACT COMPLETED TO DATE	100.00%
						5. ORIGINAL CONTRACT SUM	\$154,597.70
						6. NET CHANGE BY CHANGE ORDERS	-\$610.00
						7. CONTRACT SUM TO DATE	\$153,987.70
						8. TOTAL COMPLETED & STORED TO DATE	\$153,987.70
						9. RETAINAGE @ 10%	\$15,398.77
						10. AMOUNT ELIGIBLE TO DATE	\$153,987.70
						11. LESS PREVIOUS PAYMENTS	\$96,634.26
						12. AMOUNT DUE THIS APPLICATION	\$57,353.44
						13. BALANCE TO FINISH (not including Retainage)	\$0.00
<b>TOTALS</b>				\$	\$		
Net Change by CO				\$	\$		

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

WORK COMPLETE: 100.00%  
 SUBSTANTIAL COMPLETION (Earthwork, Paving, Concrete, Trenching for Irrigation, Separation Fence)  
 SUBSTANTIAL COMPLETION (All Remaining Work Not Listed Above)  
 FINAL COMPLETION:

WJC Constructors Services, LLC  
 By: *[Signature]* Date: 10-5-23  
 Caldwell County  
 By: *[Signature]* Date: 10/03/23  
 Caldwell County  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

PAYMENT OF IS RECOMMENDED \$57,353.44  
 Date: \_\_\_\_\_  
 By: *[Signature]* Date: 10/3/23  
 Caldwell County  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve FY 23-24 blanket purchase orders for the jail.

**Costs:** None

**Agenda Speakers:** Judge Haden/Carolyn Caro

**Backup Materials:** Attached

**Total # of Pages:** 4



# REQUISITION

**Requisition #:** REQ02722

**Date:** 10/11/2023

**Vendor #:** SOUHEA

**ISSUED TO:** SOUTHERN HEALTH PARTNERS, INC.  
2030 HAMILTON PLACE BLVD., STE 14  
CHATTANOOGA, TN 37421-

**SHIP TO:** Sheriff's Office  
1204 Reed Dr.  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Counseling Services		0.00 001-4310-4110	658,922.44

**PO Description:** Blanket PO FY 23-24 Southern Health Partners

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	658,922.44
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	658,922.44



# REQUISITION

**Requisition #:** REQ02724

**Date:** 10/11/2023

**Vendor #:** JCOJAN

**ISSUED TO:** M.B. HAMMO ENTERPRISES, LLC  
101 UHLAND RD. BLDG. C  
SAN MARCOS, TX 78666

**SHIP TO:** Sheriff's Office  
1204 Reed Dr.  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Janitorial Supplies		0.00 001-4310-4510	50,000.00

**PO Description:** Blanket PO FY 23-24 JCO Janitorial

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	50,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	50,000.00



# REQUISITION

**Requisition #:** REQ02726

**Date:** 10/11/2023

**Vendor #:** SYSCO

**ISSUED TO:** SYSCO CENTRAL TEXAS, INC  
1260 SCHWAB ROAD  
NEW BRAUNFELS, TX 78132-5155

**SHIP TO:** Sheriff's Office  
1204 Reed Dr.  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Sysco Food Supplies		0.00 001-4310-3100	165,000.00
2	0 Sysco Operating Costs		0.00 001-4310-3130	25,000.00

**PO Description:** Blanket PO FY 23-24 Sysco

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	190,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	190,000.00





# REQUISITION

**Requisition #:** REQ02727

**Date:** 10/11/2023

**Vendor #:** PFGTEM

**ISSUED TO:** PERFORMANCE FOODSERVICE - TEMPL  
P.O. BOX 208391  
DALLAS, TX 75320-8391

**SHIP TO:** Sheriff's Office  
1204 Reed Dr.  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Performance Foods		0.00 001-4310-3100	165,000.00

**PO Description:** Blanket PO FY 23-24 Performance Food Group

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	165,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	165,000.00

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve Resolution 03-2024 to (1) designate the Caldwell County Judge as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the 2024 Indigent Defense Grant Program; and (2) designate the County Auditor as the Financial Officer for this grant.

**Costs:** \$0.00

**Agenda Speakers:** Judge Haden/Dennis Engelke

**Backup Materials:** Attached

**Total # of Pages:** 7



**RESOLUTION 03-2024**

**INDIGENT DEFENSE GRANT PROGRAM**

**WHEREAS**, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

**WHEREAS**, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

**WHEREAS**, Caldwell County Commissioners Court has agreed that in the event of loss or misuse of the funds, Caldwell County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

**NOW THEREFORE, BE IT RESOLVED** and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that the County Auditor is designated as the Financial Officer for this grant.

**RESOLVED** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
B.J. Westmoreland  
Commissioner, Precinct 1

\_\_\_\_\_  
Rusty Horne  
Commissioner, Precinct 2

\_\_\_\_\_  
Ed Theriot  
Commissioner, Precinct 3

\_\_\_\_\_  
Dyral Thomas  
Commissioner, Precinct 4

**ATTEST:**

\_\_\_\_\_  
Teresa Rodriguez  
County Clerk



September 22, 2023

CHAIR:  
The Honorable Sharon Keller  
Presiding Judge  
Court of Criminal Appeals

The Honorable Hoppy Haden  
Caldwell County Judge  
PO Box 98  
Lockhart, TX 78644-2741

EX OFFICIO MEMBERS:  
Honorable Sharon Keller  
Honorable Nathan Hecht  
Honorable John Whitmire  
Honorable Brandon Creighton  
Honorable Joseph "Joe" Moody  
Honorable Reggie Smith  
Honorable Sherry Radack  
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:  
Mr. Alex Bunin  
Honorable Richard Evans  
Mr. Jay Cohen  
Honorable Missy Medary  
Honorable Valerie Covey

INTERIM-EXECUTIVE DIRECTOR:  
Scott Ehlers

**Re: FY2024 Formula Grant Request for Applications**

Dear Judge Haden:

The Texas Indigent Defense Commission announces the FY2024 Formula Grant Request for Applications (RFA). **Applications are due Wednesday, November 15, 2023.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:**

1. Commissioners Court should adopt the attached FY2024 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should submit their biennial indigent defense plans by November 1, 2023 through our on-line system. TIDC staff will continue to work with counties to ensure that all statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2023. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/oversight/submit-data-and-reports/>. Both requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: [www.tidc.texas.gov](http://www.tidc.texas.gov).

Please contact Dorian Torres, Grant Specialist at [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

**Sharon Keller**  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

**Enclosed:** FY2024 Formula Grant RFA  
FY2024 Formula Grant Resolution



209 West 14<sup>th</sup> Street, Suite 202 Price Daniel, Sr. Building,  
Austin, Texas 78701  
512-936-6994  
[www.fidc.texas.gov](http://www.fidc.texas.gov)

## **FY2024 Formula Grant Program Request for Applications (RFA)**

**Issued September 2023**

### **Formula Grant Program Overview**

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

### **Application Due Date**

Formula grant applications for Fiscal Year 2024 must be submitted on-line **by Wednesday, November 15, 2023**. The grant period is October 1, 2023 through September 30, 2024.

**Total FY 2024 Formula Grant Amount Budgeted: \$17.5 million**

### **Eligibility for Formula Grants**

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2023 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
  - a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
  - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2022 through August 2023 are due not later than September 30, 2023 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

### **How Formula Grants are Calculated**

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
  - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
  - less the reimbursed costs of operating a regional program
  - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

**Baseline** — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

### **How to Apply for Formula Grant**

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, ([indigentdefense@ppri.tamu.edu](mailto:indigentdefense@ppri.tamu.edu)) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

## Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
  - b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
  - c. Select “FY2024” and your county in the upper left part of the screen.
  - d. Select “Apply for Formula Grant” from the column on the left side of the screen.
  - e. Review the eligibility requirements. The screen will display the County’s compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked “Complete” counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
  - f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
    - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
    - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the “**Change**” button make changes as needed to officials or contact information.
- g. Click the “**Submit**” button at the bottom of the screen. You should be taken to a confirmation page at that point.
  - h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner’s court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
  - i. Select the “Resolution” link in the confirmation page to create your county’s resolution form.
  - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
  - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Wednesday, November 15, 2022**. Alternatively, you may email the resolution to [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov).

Contact Dorian Torres, Grants Administrator, [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) or 512-936-6994 for questions.

## Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners’ court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

## Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

### **Payments**

Formula Grant awards over \$25,000 will generally be distributed in four (4) equal quarterly disbursements. Awards less than \$25,000 will be disbursed in a single payment instead of quarterly payments. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

### **Maintain contact information**

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

### **Impact of Multi-year Improvement Regional or Sustainability Grants**

Counties that receive Improvement Grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the Improvement Grant program.

### **Notification of Availability**

This FY24 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

### **Authorization to Fund, Applicable Authority and Rules**

#### **Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.**

(a) The commission shall:



- (1) provide technical support to:
  - (A) assist counties in improving their indigent defense systems; and
  - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
- (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
- (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
  - (A) withdrawing grant funds; or
  - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

### **Texas Administrative Code Chapter 173**

### **Texas Grant Management Standards (TxGMS)**

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve Resolution 04-2024: (1) authorizing the County Judge to request funding under the CAPCOG Regional Solid Waste Grants Program Grant; (2) committing the County to compliance with grant requirements; (3) committing awarded funds to authorized purposes; and (4) committing to compliance with regional and local solid waste management plans.

**Costs:** \$1,500.00

**Agenda Speakers:** Judge Haden/Dennis Engelke

**Backup Materials:** Attached

**Total # of Pages:** 19



**RESOLUTION 04-2024**  
**Authorizing Caldwell County to Apply For**  
**A CAPCOG Regional Solid Waste Grants Program Grant**

Resolution of Caldwell County authorizing the filing of a grant application with the Capital Area Council of Governments (CAPCOG) for a regional solid waste grants program grant; authorizing County Judge Hoppy Haden to act on behalf of Caldwell County in all matters related to the application; and pledging that if a grant is received Caldwell County will comply with the grant requirements of CAPCOG, the Texas Commission on Environmental Quality and the State of Texas.

**WHEREAS**, the Capital Area Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG’s adopted regional solid waste management plan; and

**WHEREAS**, Caldwell County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

**NOW, THEREFORE, BE IT RESOLVED BY CALDWELL COUNTY IN LOCKHART, TEXAS;**

- (1) That County Judge Hoppy Haden is authorized to request grant funding under the CAPCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Caldwell County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
- (2) That if the project is funded, Caldwell County will comply with the grant requirements of CAPCOG, Texas Commission on Environmental Quality and the State of Texas.
- (3) The grant funds and any grant-funded equipment or facilities will be use only for the purposes for which they are intended under the grant.
- (4) Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**Passed and approved by the Caldwell County Commissioners Court in Lockhart, Texas on this 24<sup>th</sup> day of October, 2023.**

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
B.J. Westmoreland  
Commissioner, Precinct 1

\_\_\_\_\_  
Rusty Horne  
Commissioner, Precinct 2

\_\_\_\_\_  
Ed Theriot  
Commissioner, Precinct 3

\_\_\_\_\_  
Dyral Thomas  
Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

# Capital Area Council of Governments FY 2024-2025 Solid Waste Program Grant Request for Applications

## General

The Capital Area Council of Governments (CAPCOG) is announcing this request for applications (RFA) [https://www.capcog.org/wp-content/uploads/2023/10/FY\\_2024-2025\\_SW\\_Grant\\_App\\_Form.docx](https://www.capcog.org/wp-content/uploads/2023/10/FY_2024-2025_SW_Grant_App_Form.docx) for regional solid waste grant funding for state Fiscal Years (FY) 2024 and FY 2025. CAPCOG is a Regional Planning Commission and a political subdivision of the State of Texas created under Chapter (§) 391 of the Texas Local Government Code and has received grant funding from the Texas Commission on Environmental Quality (TCEQ) to support management of municipal solid waste (MSW) in CAPCOG’s 10-county region, which includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties.

## **Timeline**

The following table lays out the major milestones for this RFA and the grants that will be awarded pursuant to this RFA:

*Table 1. RFA Milestones*

<b>Milestone</b>	<b>Date(s)</b>
<b>RFA Released</b>	10/13/2023
<b>Grant Workshop live via MS Teams, to be available online. (available for viewing on-demand after live event date)</b>	10/26/2023
<b>Deadline for Questions</b>	11/6/2023, 4:00 pm
<b>Question &amp; Answer Document Posted Online</b>	11/7/2023, 5:00 pm
<b>Applications Due</b>	<b><u>11/13/2023, 4:00 pm</u></b>
<b>Public/Private Industry Review Period</b>	11/14/2023 – 11/30/2023
<b>Final Deadline for Governing Body Resolution</b>	12/1/2023, 1:00 pm
<b>Solid Waste Advisory Committee (SWAC) Scoring Meeting</b>	12/8/2023
<b>Grant Recommendations Distributed to CAPCOG Executive Committee</b>	12/20/2023
<b>CAPCOG Executive Committee Considers Approval of Grants</b>	1/10/2024
<b>Target Start Date for FY 2024 Contracts</b>	3/1/2024
<b>End Date for FY 2024 Contracts (except construction projects)</b>	8/31/2024
<b>Target Start Date for FY 2025 Contracts</b>	9/1/2024
<b>End Date for FY 2025 Contracts and Construction Projects</b>	4/30/2025

## **Associated Documents**

The following documents/attachments are associated with this RFP:

1. FY 2024-2025 Solid Waste Grant Application Form;
2. TCEQ’s Administrative Procedures Document;
3. CAPCOG’s SWAC Bylaws; and
4. CAPCOG’s 2022 – 2042 Regional Solid Waste Management Plan.

All documents can be found at <https://www.capcog.org/what-we-do/funding-grants/solid-waste/>.

## **CAPCOG Regional Solid Waste Management Plan**

The purpose of this funding is to implement projects that will support the goals of CAPCOG's Regional Solid Waste Management Plan (RSWMP). These goals are:

1. Promote community clean-up events to provide citizens with an alternative to illegal dumping
2. Encourage a household hazardous waste (HHW) collection and diversion program
3. Continue and enhance current illegal dumping enforcement programs
4. Explore alternatives to dealing with the disposal of special wastes
5. Promote public education on integrated solid waste management
6. Encourage effective and efficient management and operation of recycling services
7. Encourage the proper management and disposal of municipal solid waste (MSW)
8. Promote reduction in the disposal amount of yard waste and encourage recycling
9. Determine whether access to and the availability of legal disposal options in the CAPCOG region are adequate
10. Promote administrative structures to ensure some measure of local control in the siting, expansion, and operation of MSW facilities
11. Promote incentives for recycling activities and increased recycling participation rates across the region
12. Reduce the amount of MSW generated and disposed of within the region
13. Increase the CAPCOG region's recycling rate
14. Provide permanent HHW collection facilities throughout the region
15. Use the Plan conformance/facility application review process and provisions of §363.066, Health and Safety Code, to address local issues in order to avoid if possible, or minimize if avoidance is not possible, adverse impacts from MSW facilities on human health and the environment

CAPCOG's current RSWMP is available online at: <https://www.capcog.org/divisions/community-economic-development#solid-waste>.

## **Eligible Entities**

The following types of entities located in the CAPCOG region are eligible to apply for funding under this RFA:

1. Municipalities;
2. Counties;
3. Public schools and school districts (not including Universities or post-secondary educational institutions); and
4. Other general and special law districts with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities.

## **Eligible Projects**

The following categories of projects are eligible for funding under this Request for Applications (RFA), and further defined in this section:

1. Local Enforcement.
2. Litter and Illegal Dumping Cleanup and Community Collection Events.
3. Source Reduction and Recycling.
4. Local Solid Waste Management Plans.
5. Municipal Solid Waste Facilities Eligible for Funding.
6. Household Hazardous Waste Management.
7. Technical Studies.

8. Educational and Training Projects.
9. Other Types of Projects.

## **Local Enforcement**

Funds can be used for projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.

Funds may not be expended to any law enforcement agency regulated by Texas Occupations Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding agreement the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not, to the extent practicable, be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste. Funds may not be used to purchase ammunition, firearms, or HazMat gear.

## **Litter and Illegal Dumping Cleanup and Community Collection Events**

Funds can be used for ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, excluding cleanup of scrap tire dumping sites.

Funded activities may include: waste removal; disposal or recycling of removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. To the extent feasible, reuse or recycling options should be considered for managing the materials cleaned up under this program. Funds may also be used for periodic community collection events to provide for collection of residential waste materials for which there is not a readily-

available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste and/or Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ's Waste Permits Division to deal with immediate threats to human health or the environment.

The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including [30 TAC Chapter 330](#), TCEQ's MSW Rules, and [30 TAC Chapter 350](#), TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that as much material as possible be diverted from area landfills and targeted for reuse or recycling.

## **Source Reduction and Recycling**

Funds can be used for projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Any program or project funded under this Agreement with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Any revenues realized from recycling efforts funded through this program by a sub-grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

## **Local Solid Waste Management Plans**

Funds can be used for projects to develop a local solid waste management plan. In addition, in accordance with [§363](#), Texas Health and Safety Code, and [30 TAC §330](#), TCEQ Rules, funds can be used

for the TCEQ adoption of a local solid waste management plan. Funds may be used to amend an existing local solid waste management plan that has been adopted by the TCEQ. Local solid waste management plans must be consistent with the goals and objectives of the RSWMP.

All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with [30 TAC §330, Subchapter O](#), TCEQ Rules, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan as an implementation project for funding, the COG shall ensure that at least one year is available for the completion and adoption of the local plan.

## **Municipal Solid Waste Facilities Eligible for Funding**

The design and construction of the facilities identified below may be funded. Other registered or permitted facilities may receive funding upon prior authorization from TCEQ on a case-by-case basis. The cost associated with operating these types of facilities will not be funded. However, eligible facilities which do not charge customers for services rendered qualify to pursue implementation project funding under this agreement to cover facility upgrades and periodic maintenance costs associated with the free services provided. Projects funded under this project category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Any revenues realized by entities funded through this program should be used in support of the entity's solid waste program and may not be redirected to an entity's general revenue fund. The following municipal solid waste facilities qualify to pursue funding:

- Notification tier municipal solid waste transfer stations that qualify under [30 TAC 330.11\(e\)](#).
- Registered municipal solid waste transfer stations that qualify under [30 TAC 330.9\(b\)\(1\) through \(3\), or \(f\)](#).
- Exempt local government recycling facilities as provided for under [30 TAC 328.4\(a\)\(1\)](#).
- Notification tier composting facilities which qualify under [30 TAC 332.21 – 332.23](#).
- Liquid waste transfer stations which qualify for registration in [30 TAC 330.9\(g\) and \(l\)](#).
- Registration tier used oil collection facilities which qualify under [30 TAC 324.7\(1\) or \(3\)](#).

Please refer to the TCEQ Administrative Procedures document for more details about requirements for funding MSW facilities and the various authorizations required.

## **Household Hazardous Waste Management**

Funds can be used for projects that provide a means for the collection, recycling or reuse, or proper disposal of household hazardous waste (HHW), including:

- household chemicals;
- used oil and oil filters;
- antifreeze;
- lead-acid batteries;
- household electronic waste, and
- other materials.

Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities; education and public awareness programs.

All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the



handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection programs themselves.

All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, training, transportation, recycling, and disposal.

Designated HHW “operator” must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection. This notice must be submitted in one of the following formats through one of the following avenues:

Mailed to:

TCEQ/External Relations Division (MC 118)  
HHW Program  
P.O. Box 13087  
Austin TX 78711-3087

E-mailed to: [Recycle@tceq.texas.gov](mailto:Recycle@tceq.texas.gov)

Faxed to: (512) 239-1065, Attn. HHW Program

## **Technical Studies**

Funds can be used for projects that include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions to assist in making solid waste management decisions at the local level. Projects can also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

All technical studies funded under this Contract must be consistent with the COG’s RSWMP and prepared in accordance with Guidelines provided by the TCEQ.

## **Educational and Training Projects**

Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. Funds can also be used for “stand-alone” educational projects dealing with a variety of solid waste management topics. Projects can include funding for information-exchange activities.

Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

## **Grant Amounts**

Grant amounts may range from \$10,000 - \$30,000, with a total of \$274,000 available to award. CAPCOG expects to award 10-20 different grants. No more than half of the total (\$137,000) may be awarded in total for FY 2024 projects. Grants will be on a reimbursement basis.

## **Match Requirement**

The applicant must commit to cash match of at least 10% for the total eligible project costs (not including any in-kind contribution). If an applicant is proposing match of more than 10%, then it will only be able to seek reimbursement for the remaining percentage of eligible costs up to the total funding requested and awarded.

## **Number of Applications**

Applicants are not limited to any specific number of applications, however, they are required to submit separate applications for each collection event, and they will be scored and prioritized separately (i.e., an applicant's 2<sup>nd</sup> collection event application would be put into a lower priority level than its 1<sup>st</sup> collection event). For the purposes of this application, an "event" can be a multi-day event as long as the days are adjacent to one another. A multi-weekend collection "event" in which no collection is conducted in the intervening days should be broken out into two separate applications.

## **Eligible Expenses**

The following categories of expenses may be eligible for funding under this program. All expenses must directly relate to the conduct of the proposed project.

### **Personnel**

Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized under most of the grant categories.

### **Travel**

Travel expenses directly related to the conduct of the funded program may be authorized. Only the employees of the pass-through grant recipient assigned to the project should receive reimbursement for travel expenses. In accordance with the [TxGMS](#), in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees. For authorized reimbursement through the Regional Solid Waste Grants Contract, all travel authorized for pass-through recipients must comply with Chapter 660 of the Government Code, and Article IX of the General Appropriations Act, 88th Legislative Session.

### **Supplies**

Expenses for supplies necessary for the conduct of the funded project may be authorized. Expenses included under the Supplies expense category of a project budget should be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures must generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed in a relatively short period of time, in the regular performance of the general activities of the proposed project.

### **Equipment**

Equipment necessary and appropriate for the proposed project may be authorized. The COG must carefully evaluate all requests for equipment to determine appropriateness of the equipment for the project. No equipment is to be purchased by a pass-through grant recipient unless approved in advance by the COG. Expenses included under the Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight

and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant Contract (relating to Title to and Management of Equipment and Constructed Facilities), also apply to equipment purchased with pass-through grant funding.

## **Construction**

Appropriate construction costs may be authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. No construction costs may be incurred by a pass-through grant recipient unless the construction details are approved in advance CAPCOG. Appropriate costs that may be included are:

1. The cost of planning the project;
2. The cost of materials and labor connected to the construction project;
3. The cost of equipment attached to the permanent structure; and
4. Any subcontracts, including contracts for services, performed as part of the construction.

## **Contractual Expenses**

Professional services or appropriate tasks provided by a firm or individual who is not employed by the pass-through grant recipient for conducting the funded project may be authorized for subcontracting by the funds recipient. No contractual costs should be incurred by a pass-through grant recipient unless the subcontract is approved in advance by the COG. Applicable laws and regulations concerning bidding and contracting for services must be followed.

Any amendment to a subcontract which will result in or require substantive changes to any of the tasks required to be performed must be approved in writing CAPCOG.

## **Other Expenses**

Other expenses, not falling under the main expense categories, may be included, if connected with the tasks and activities of the proposed project. The restrictions set forth in the [TxGMS](#) and the main grant Contract apply. The COG must ensure that expenses budgeted under this "Other" category are itemized by the grant recipient and are fully considered and evaluated by the COG. Some expenses that may be appropriate include:

- Postage/delivery
- Telephone/FAX
- Utilities
- Printing/reproduction
- Advertising/public notices
- Signs
- Training
- Office space
- Basic office furnishings
- Computer Hardware (greater than \$1,000 and less than \$4,999.99 not listed under the Equipment category)
- Computer Software

## **Indirect**

Indirect costs may be funded, if applicable to the project. In accordance with the [TxGMS](#), indirect charges may be authorized if the applicant has an indirect cost rate properly filed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the Applicant has an approved cost allocation plan, enclose documentation of the approved indirect rate with the project application.

## **Types of Expenses That May Be Appropriate Under Each Project Category**

Following are examples of some of the types of expenses that may be appropriate under each of the project categories.

### **Local Enforcement**

- Equipment, such as vehicles, communications equipment, and surveillance equipment (NOTE: this does not include local code enforcement officer firearms nor ammunition)
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Protective gear and supplies (NOTE: this does not include self-contained breathing apparatus equipment)
- Education and outreach materials

### **Litter and Illegal Dumping Cleanup and Community Collection Events**

- Equipment, such as trailers and trucks
- Program administration expenses, such as, salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Subcontract expenses
- Protective gear and supplies
- Fencing, barriers, and signage
- Education and outreach materials

### **Source Reduction and Recycling**

- Facility design and construction
- Equipment, such as chippers, balers, crushers (non- trash), recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Education and outreach materials
- Printing and advertisement expenses

### **Local Solid Waste Management Plans**

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

## **Citizens' Collection Stations, Recycling Facilities and "Small" Registered Transfer Stations**

- Facility design and construction
- Equipment, such as trailers, balers, crushers (non-trash) recycling scales, and recycling containers
- Protective gear
- Education and outreach materials
- Printing and advertisement expenses

## **Household Hazardous Waste Management**

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear
- Contractual services for special collection events
- Education and outreach materials
- Printing and advertising expenses

## **Technical Studies**

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

## **Educational and Training Projects**

- Education and outreach materials
- Printing and advertising expenses
- Contractual services
- Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel

## **Requirements for Private Industry Notification**

In accordance with §361.04(b) of the Texas Health and Safety Code and 30 TAC §330.649(d), a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In order to ensure this, TCEQ requires the following for all projects other than local enforcement:

1. Applicants for funding must contact in person or in writing the known private providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making an application.
2. Applicants for funding must inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Applicants for funding must provide with the application information regarding recycling or solid waste services within the proposed geographic service area of the project being applied for, including:

- a. the names and telephone numbers of any known private entities providing similar or related services within that service area;
  - b. a certification that the private service providers were notified of the details of the application;
  - c. copies and/or summaries of any input and concerns raised by the private service providers;
  - d. a summary of any meetings or discussions held between the applicant and the private service providers;
  - e. an explanation of any changes made to the proposed project to address private service provider concerns; and
  - f. an explanation of any remaining concerns that were not addressed and why the applicant determined that the concerns were not valid under the statutory requirements.
4. Applicants for funding are encouraged to meet directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.

## **Workshop and Question and Answer Opportunity**

### **Workshop**

CAPCOG will hold a grant application workshop prior to the deadline for questions for this RFA. The intent of this workshop is to review the application requirements and assist applicants with completing applications. The workshop will be conducted live via Microsoft Teams and will be available online to view on-demand after the live date until the application deadline date. In order to ensure that applications meet all requirements, participating in or viewing this workshop by a representative from the applicant is encouraged.

To participate in the live workshop, register at <https://training.capcog.org/classes/sw-grant-writing/>. An email with a link to attend the virtual workshop will be sent a day or two prior to the event. There is no need to register to view the recorded workshop.

### **Questions and Answers**

Throughout the RFA process, applicants may submit questions to [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org) with copies to [kmay@capcog.org](mailto:kmay@capcog.org) with copies to [csimon@capcog.org](mailto:csimon@capcog.org). CAPCOG will compile responses to these questions and post and update a "Q&A" document on the RFA page as time permits. The final deadline for questions is 4:00 pm, Monday, 11/6/2023, with the last update and any update to this RFA posted no later than Tuesday, 11/7/2023, by 5:00 pm.

## **Application Submission**

### **Application Checklist**

In order for an application to be considered complete, all of the following elements must be included in the submission:

1. FY 2024-2025 Solid Waste Grant Application Form;
2. Documentation of Private Industry Notification and Consultation (required except for law enforcement projects);
3. Resolution from entity's governing board authorizing grant application and commitment of match (if required and available at the time application is due); and

4. Approved indirect cost plan (if requesting indirect costs in budget).

If it is not possible for the applicant to get a resolution approved by its governing board by the grant application date, it must provide a draft copy of the resolution and indicate the date that the governing body is scheduled to take action on the resolution. The latest that an approved resolution may be submitted to be considered for funding is 1:00 pm, Friday, December 1, 2023.

## **Submission Instructions**

Applicants must submit each grant application in a separate e-mail to [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org), with copies to [csimon@capcog.org](mailto:csimon@capcog.org) and [kmay@capcog.org](mailto:kmay@capcog.org), including all attachments, with a subject line: *[Organization Name] Solid Waste Grant Application [Application #]*. All applications must be received by CAPCOG no later than 4:00 pm on Monday, 11/13/2023. CAPCOG will respond as soon as possible with an acknowledgement of receipt. If you have not received an e-mail acknowledging receipt from [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org) by Monday, 11/13/2023, at 5:00 pm, please call Andrew Hoekzema, CAPCOG Deputy Executive Director, at (512) 916-6043 as soon as possible so that CAPCOG can review its e-mail spam filters to determine if an application was indeed received by the deadline.

## **Amendments and Errors in Applications**

If an applicant becomes aware of an error in the application prior to the deadline and wishes to withdraw the application and resubmit an updated application in its place, it may do so up until the 4:00 pm deadline on Friday, November 10, 2023. After that time, CAPCOG reserves the right to disqualify any application that does not meet minimum requirements. If CAPCOG identified an error in an application after the application deadline, it may evaluate the extent to which that error may or may not be material. Depending on the circumstances, CAPCOG may request additional information or an amended application from an applicant prior to making the application publicly available for review if the error is not material (i.e., that the error would not otherwise disqualify the application from consideration at the “screening” step of the process).

## **Changes to Projects Following Initial Submission**

Subsequent to an application’s submission, CAPCOG’s SWAC, CAPCOG’s Executive Committee, or the TCEQ may elect to only recommend or approve part of the requested funding. CAPCOG will rely on the applicant’s representation as to the minimum amount of funding acceptable in determining whether to consider awarding partial funding to a project.

## **Grant Review Process**

Once applications are received by CAPCOG, applications will undergo the following review steps:

1. Private industry review;
2. Initial screening by CAPCOG staff;
3. Public review;
4. CAPCOG SWAC review and funding recommendations;
5. Assigning grant recommendations into recommended fiscal years;
6. CAPCOG Executive Committee approval of grant awards; and
7. TCEQ approval of grant awards.

## **Private Industry Review**

In addition to the private industry notification and consultation that the applicant must complete, once applications are received, CAPCOG must also provide notification to private industry of grant applications

received and provide them an opportunity for at least 7 days before making the applications available to the SWAC for review.

In accordance with TCEQ rules for this program:

- CAPCOG must accept written comments from private service providers regarding the project applications and include those comments with the applications for review and consideration by the SWAC and CAPCOG's Executive Committee.
- To the extent time allows, and as deemed appropriate by CAPCOG, CAPCOG must seek to resolve issues of project eligibility, to include encouraging the applicant to work with the private service provider to resolve the issues, before the project is considered by the SWAC.
- CAPCOG must Present all private industry concerns related to an application to the SWAC before the project applications are considered.
- If necessary, CAPCOG may contact the TCEQ to discuss eligibility matters before consideration of the application by the SWAC.
- The COG shall undertake any additional activities determined necessary by the SWAC and authorized by the COG's governing body to ensure that a funded project complies with [§361.014\(b\), Texas Health and Safety Code](#), and [30 TAC §330.641](#).

## **Initial Screening by CAPCOG Staff**

Parallel to the private industry review process, CAPCOG staff will conduct an initial screen of each grant application to verify that all of the following requirements are met. If an application does not meet these initial screening criteria, it will not receive further consideration.

1. The application must be complete, and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
2. The proposed project must conform to eligible standards, eligible recipient standards, and allowable expense and funding standards, as established by CAPCOG's contract with TCEQ and under all applicable laws and regulations.
3. The applicant must agree to document the results of the project as required by CAPCOG's contract with TCEQ.
4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project. One factor in determining reasonableness of expenses shall be whether comparable costs are proposed for comparable goods and services.

CAPCOG staff will also review the proposed expenditures and identify any ineligible expenses prior to the public review process, and will notify both the applicant and the SWAC of any ineligible expenses CAPCOG has identified. Any grant application that includes ineligible funds will be limited to be awarded funds only to cover eligible expenses.

## **Prioritization of Grant Applications Prior to Scoring**

CAPCOG staff will assign one of three priority levels to each application that meets the screening criteria based on the following factors:

1. Project type;
2. Number of applications submitted; and
3. Applicant preference.



In the funding prioritization process, all priority 1 projects will be prioritized for funding over priority 2 projects, regardless of whether a priority 2 project scores higher than a priority 3 project.

### ***Project Type Prioritization***

Each application's priority level will be limited by the type of project it corresponds to based on the SWAC's priorities for this biennium. The maximum priority that an application can be shown below:

- Priority 1:
  - Litter and Illegal Dumping Cleanup and Community Collection Events;
  - Source Reduction and Recycling; and
  - Household Hazardous Waste Management.
- Priority 2:
  - Local Enforcement;
  - MSW Facility Eligible for Funding (transfer stations, local government recycling facilities, composting facilities, liquid waste transfer stations, and used oil collection facilities); and
  - Education and Training.
- Priority 3:
  - Local Solid Waste Management Plans;
  - Technical Studies; and
  - Other.

### ***Prioritization Based on Number of Applications***

Each applicant can only have a maximum of one application in each priority level. Therefore, for example, if an applicant requests funding for two collection events, the 1<sup>st</sup> collection event can be considered priority 1, but the 2<sup>nd</sup> collection event would be considered priority 2. Absent specific indication from the applicant, whichever application is received 1<sup>st</sup> will be considered the higher priority application. If an applicant submits two applications for "priority 1" project types and one application for a "priority 2" project type, the "priority 2" project will be downgraded to priority 3, and 1 of the 2 "priority 1" projects will be downgraded to priority 2.

### ***Prioritization Based on Applicant Preference***

If an applicant submits multiple applications within the same project type priority, it may specify which application it wishes to be considered a higher priority.

## **Public Review Period**

Concurrent with the 7-day private industry review period, CAPCOG will post copies of all eligible grant applications on its website and begin a public review period prior to the SWAC scoring committee meeting.

## **SWAC Review**

### ***Presentations to SWAC***

Each applicant will have an opportunity to present for five minutes for each application at the SWAC scoring meeting, with an additional 10 minutes for questions and answers. CAPCOG must allow for oral comments from a private service provider representative on a proposed project at the meeting of the SWAC where the projects will be considered. CAPCOG may, but is not required to, restrict oral comments concerning that project to entities from which written comments had previously been received by CAPCOG.

***SWAC Review of Private Industry Concerns***

The SWAC shall make a determination pertaining to the private industry concerns before issuing its recommendations for the selection of applications to be funded. In making a decision concerning the eligibility of a project, the SWAC shall address the issues that were raised by a private service provider and shall provide in the record of the proceeding its specific reasons for either accepting or rejecting the private industry concerns.

***Scoring by SWAC***

After each presentation, each SWAC member will score the application based on the following criteria in accordance with the SWAC bylaws:

Table 2. SWAC Scoring Criteria

Criteria	Maximum Points
<b>Identified Need/Problem Resolution/Innovative or Progressive/Long-Term v. Short-Term</b>	20
<b>Well-planned, organized, and technically feasible project</b>	15
<b>Regionally coordinated effort or public/private partnership/multi-jurisdictional</b>	20
<b>Cost-effectiveness</b>	10
<b>Direct services versus administrative overhead</b>	10
<b>Sustainability of project</b>	10
<b>Local commitment to project</b>	15
<b>Total</b>	<b>100</b>

An explanation for each of these criteria is provided below:

- 1. Identified need/problem resolution/innovative or progressive/long-term v. short-term (max: 20 points):** Under this scoring criteria, the SWAC needs to identify to what extent the project meets local need? To what extent does the project solve local issues that may be preventing increased solid waste diversion? Determine if the project is innovative or progressive in nature? And determine if the project meets long term versus short term resolutions to local needs? An application may be awarded maximum points where the proposed project meets local needs, solves local issues interfering with solid waste services, is an innovative or progressive approach to a local need, and where the proposed project is a long-term solution to local issues.
- 2. Well-planned, organized, and technically feasible project (max: 15 points):** Under this scoring criteria, the SWAC will need look for planning aspects of the proposed project that include public participation, local government participation and leadership, and the local government’s ability to implement and sustain the project.
- 3. Regionally coordinated effort or public/private partnership/multi-jurisdictional (max: 20 points):** Under this scoring criteria, the SWAC will look to reward innovative projects that combine the resources of public and private entities and that are true multi-jurisdictional projects addressing sub-regional needs. A public – private partnership must include a private industry in-kind or cash match component and should not be simple contracting for services. A multi-jurisdictional project would encompass more than one local government’s jurisdictional boundary with buy-in and support provided by each local government.
- 4. Cost-effectiveness (max: 10 points):** Under this scoring criteria, the SWAC will score based upon the cost effectiveness of the project. To what extent does the proposed project resolve an issue utilizing cost effective means, also considering the sustainability of the project when considering the overall cost to the local government(s).
- 5. Direct services versus administrative overhead (max: 10 points):** Under this scoring criteria, the SWAC will evaluate the proportion of the grant requested that will fund a direct service versus the amount of the proposed project that will go toward an administrative overhead to maintain the proposed project. Projects which direct the majority of the funds requested toward direct solid waste services should receive greater points consideration than projects that increase government size or fund additional administrative duties.
- 6. Sustainability of project (max 10 points):** Under this scoring criteria, the SWAC will look directly to the sustainability of the project and reward those projects that have a well laid out plan to ensure the project meets a long term need rather than providing a short-term fix
- 7. Local commitment to project (max 10 points):** Under this scoring criteria, the SWAC will consider the local commitment to the project. To what extent does the local government plan,

lead, and support the project utilizing the resources available to them. Projects with a higher local match percentage should receive more points than projects that only propose the minimum 10% required match.

### ***Score Compilation, Ranking, and Funding Recommendations***

CAPCOG staff will calculate the average score of each application, and put them in order from highest score to lowest score within each priority level. Applications that score below 70 points will be moved to a “contingency” list. These results will be presented back to the SWAC for consideration to make any adjustments to funding recommendations for individual projects at this stage. The SWAC will then vote on the funding recommendations as a group.

### **Assigning Projects to Fiscal Years 2024 and 2025**

Once the SWAC has made its funding recommendations, CAPCOG staff will assign projects recommended for funding into one of three types of contracts taking into consideration the following guidelines:

1. Non-facility FY 2024 contracts, with a performance period of 3/1/2024 – 8/31/2024; and
2. Non-facility FY 2025 contracts, with a performance period of 9/1/2024 – 4/30/2025; and
3. Facility contracts, with a performance period of 3/1/2024 – 4/30/2025.

### **Executive Committee Approval**

- CAPCOG staff will transmit the SWAC’s funding recommendation to its Executive Committee for consideration.
- CAPCOG must allow for oral comments from a private service provider representative at the meeting of the governing body where the projects will be considered. Oral comments concerning that project are limited to entities from which written comments had previously been received by CAPCOG.
- CAPCOG’s Executive Committee is not bound by the SWAC’s recommendations, but CAPCOG staff should ensure that meeting minutes record any deviations from the SWAC recommendations and the basis for those deviations.
- CAPCOG’s Executive Committee may direct that a determination by the SWAC that identifies a project which does not comply with the private industry requirements precludes further consideration of that project application. The Executive Committee may make a final decision regarding a private industry concern.
- In making a decision concerning funding a project, the governing body shall provide in the record of the proceeding its specific reasons for either accepting or rejecting the private industry concerns.
- Prior to submitting the project list for review by the TCEQ, the governing body shall inform in writing any private service provider submitting comments opposing a project, that the service provider may appeal in writing to the Authorized Representative of the TCEQ a decision of the governing body approving the selection of a project for funding, within ten (10) working days following receipt of the written notice, on the grounds that the project does not promote cooperation between public and private entities, or is readily available in the proposed project service area, or creates a competitive advantage over that private service provider in the provision of recycling or solid waste services.

### **TCEQ Approval**

- Following Executive Committee approval of grant awards, CAPCOG staff will transmit details of the grant awards to TCEQ for final approval.

- A project may not proceed until it has been approved by TCEQ.
- In order to allow for the consideration of and action upon an appeal that may be submitted to the TCEQ by a private service provider, the TCEQ and CAPCOG agree to adhere to the appeals review process as follows:
  - The TCEQ will consider any written appeal received from a private service provider.
  - If the TCEQ determines that there are grounds for further consideration of the appeal, the TCEQ shall notify CAPCOG in writing and by other appropriate means.
  - If so, notified of the further consideration of an appeal by the TCEQ, CAPCOG shall cooperate with the TCEQ and the appellate private service provider to resolve any problem issues.
  - CAPCOG shall not proceed with any project which the TCEQ has notified CAPCOG of a question or concern about that project until the TCEQ provides CAPCOG written authorization to proceed with awarding funding to the project.
  - If the private industry issues are not resolved by CAPCOG and the private service provider to the satisfaction of the TCEQ, the TCEQ will make a final decision concerning the eligibility of the project for funding. This decision will be communicated to CAPCOG and the private service provider in writing. CAPCOG may not provide funding for any project found to be ineligible by the TCEQ.

## **Reporting**

As a condition of funding, TCEQ and CAPCOG require grant recipients to provide detailed reporting on the results achieved through the grant funding. For discrete activities, this will include quantities of solid waste collected or diverted within the time frame of the grant contract. For projects involving equipment or construction, this will involve a “follow-up results report” that identifies activities completed since the new capital asset was put into service, and which will be due the following year.

## **Special Requirements for Equipment and Construction**

TCEQ’s Administrative Procedures includes a number of special requirements for projects that involve equipment or construction that will apply to any such project funded under this RFA. Please refer to section I-E of this document and otherwise review other parts of the document applicable to equipment and construction. The requirements identified in TCEQ’s Administrative Procedures will be incorporated to any contract CAPCOG enters into with an applicant that involved equipment or construction.

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve separate contracts between the County and Dale VFD, Delhi VFD, McMahan VFD, and Southeast Caldwell County VFD for rural fire protection and emergency medical services.

**Costs:** \$72,000.00

**Agenda Speakers:** Commissioner Theriot/Hank Alex

**Backup Materials:** Attached

**Total # of Pages:** 36

**CONTRACT  
BETWEEN  
CALDWELL COUNTY  
AND  
DALE VOLUNTEER FIRE DEPARTMENT  
FOR  
RURAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, this Contract for Rural Fire Protection Services (hereinafter, the "Contract") is entered into between Caldwell County, Texas (hereinafter, the "County"), a political subdivision of the State of Texas, by and through its Commissioners Court, and the below incorporated volunteer fire department (the "VFD").

**WHEREAS**, the County desires to have the VFD provide fire protection services to the unincorporated areas of the County;

**WHEREAS**, Section 352.001(c), Texas Local Government Code, allows the commissioners court of a county to contract with an incorporated volunteer fire department that is located within the county to provide fire protection to an area of the county that is located outside the municipalities in the county; and

**WHEREAS**, the County may pay for that protection from the general fund of the County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned VFD do hereby agree as follows:

**ARTICLE I  
VFD OBLIGATIONS**

- Section 1.01. **PROVIDED SERVICES.** During the initial term and each successive renewal term, the VFD agrees to provide fire protection and, if available, emergency medical services and first responder emergency medical services to the applicable unincorporated service area more fully identified on the attached Exhibit 'A', hereby incorporated by reference for all purposes. Fire protection, emergency medical services, and first responder emergency medical services does not include ambulance services.
- Section 1.02. **VERIFICATION OF INCORPORATION.** The VFD will provide to the County a copy of its most recent governing and formation documents, as filed with the State of Texas. In the event the VFD amends or alters its governing or formation documents, the VFD will forward a copy of the documents to the County within a 30 days after the VFD's approval of the amendment or alteration.
- Section 1.03. **VERIFICATION OF LICENSURE.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, if the VFD provides emergency medical services or first responder emergency medical services, the VFD will provide to the County a documents evidencing active licensure as an emergency medical services provider or as a first responder organization.
- Section 1.04. **CURRENT MEMBERSHIP LISTS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County an copy of its current membership list. At the request of the County, the VFD will provide an updated membership list.

- Section 1.05. **CERTIFICATION OF GOOD STANDING.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter from the Caldwell County Fire Chiefs Association ("CCFCA") certifying that it is in good standing with the CCFCA.
- Section 1.06. **CURRENT CERTIFICATIONS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter, including supporting documentation, certifying that the VFD participates in the State Firefighters' and Fire Marshalls' Association ("SFFMA") certification programs, that it is compliant with the National Incident Management System ("NIMS"), is following the training guidelines adopted by the CCFCA in its Training Roadmap or successor guidelines, and that each fire fighter is appropriately certified or actively seeking such certification. If the VFD also provides emergency medical services or first responder emergency medical services, the letter, including supporting documentation, will also certify that emergency medical services personnel as defined by Chapter 773, Health and Safety Code, including but not limited to emergency medical services volunteer personnel or first responder emergency medical services personnel, are appropriately certified by the Texas Department of State Health Services in addition to basic life support certification.
- Section 1.07. **PERSONAL PROTECTIVE EQUIPMENT.** The VFD will furnish its members with, and enforce the use of, appropriate and properly maintained personal protective equipment ("PPE") conforming to the stricter of the National Fire Protection Association ("NFPA") and the VFD's policies.
- Section 1.08. **EQUIPMENT, PERSONNEL, AND NECESSARY SUPPLIES.** The VFD agrees to provide all necessary equipment, personnel, and supplies required to provide fire protection and emergency medical services under this Contract. The VFD further agrees that the County shall not be responsible for providing anything to the Fire Department other than the consideration set forth in this Contract.
- Section 1.09. **MUTUAL AID AGREEMENTS.** The VFD agrees to enter into and execute instruments and documents where created by the CCFCA and to take all action reasonably necessary and appropriate to enter into mutual aid agreements and auto aid agreements with all other fire departments in Caldwell County, Texas, and provide assistance when requested to do so by the other fire departments in Caldwell County, Texas. The VFD agrees to provide the County with a copy of all instruments and documents demonstrating the VFD's entrance into a mutual aid agreement with another fire department within Caldwell County.
- Section 1.10. **Duty to Respond.** The VFD agrees to accept dispatches by the Caldwell County Sheriff's Office and, when such dispatch cannot be performed, to promptly notify the Caldwell County Sheriff's Office dispatch that the VFD cannot respond.
- Section 1.11. **FINANCIAL REPORTING.** On or before June 1 during the initial term or each successive renewal term, the VFD agrees to provide to the County: (1) evidence that an Internal Revenue Service ("IRS") Form 990, or a successor form as promulgated by the IRS, has been filed for the previous year; (2) or monthly treasurer reports with savings account information and accompanying monthly bank statements. Failure to provide the financial reporting information under this section will constitute a material breach of this Contract.



Section 1.12. **INSURANCE REQUIREMENTS.** The VFD will be solely responsible for carrying adequate insurance on all equipment and personnel used to meet its obligations under this Contract.

## **ARTICLE II COUNTY OBLIGATIONS**

Section 2.01. **PAYMENT FOR SERVICES.** The County will pay the VFD \$1,500.00 per month for services performed pursuant to this Contract.

Section 2.02. **WORKMAN'S COMPENSATION INSURANCE.** The County agrees to provide workman's compensation insurance for all active volunteer fire fighters 18 years of age or older.

Section 2.03. **AUTHORIZED TO MANAGE.** The Caldwell County Emergency Management Department is authorized to manage this contract on the County's behalf, including retention of documents and records submitted to the County under this contract according to applicable retention policies.

## **ARTICLE III TERM, TERMINATION, RENEWAL, AND REMEDIES**

Section 3.01. **INITIAL TERM.** This Contract will become effective when executed by the parties, as evidenced by their respective signature below. The initial term will expire on September 30, 2024.

Section 3.02. **RENEWAL TERM.** This Contract will renew automatically on an annual basis unless otherwise terminated. Each renewal term will begin on October 1 immediately following expiration of the prior term, and expire on September 30 of the following calendar year.

Section 3.03. **TERMINATION FOR CONVENIENCE.** This Contract may be terminated by either party regardless of cause by providing written notice to the other party no less than 90 days prior to termination.

Section 3.04. **BREACH BY VFD.** In the event the VFD breaches this Contract, the County is authorized to withhold its payment under Section 2.01 of this Contract until the VFD cures its breach. Concurrently with its withholding, the County must send notice to the VFD describing the breach and demanding the VFD cure said breach.

Section 3.05. **TERMINATION AFTER BREACH.** If, 30 days after receiving notice of breach as described in Section 3.04 of this Contract, the VFD refuses to cure the noticed breach, The County may immediately terminate this Contract. Termination under this section waives any claim by the VFD to payments withheld by the County under Section 3.04 of this Contract.

## **ARTICLE IV MISCELLANEOUS**

Section 4.01. **SEVERABILITY.** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract in

accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 4.02. **FORCE MAJEURE.** Either of the parties to this Contract shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Contract. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Contract within a reasonable time of such remedy.

Section 4.03. **NOTICE.** Any notice required under this Contract will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

**TO COUNTY:** Caldwell County Judge  
110 S. Main Street, Room 101  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** District Attorney's Office  
Attn: Civil Division  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** Emergency Management Coordinator  
Caldwell County  
1403 Blackjack Street, Ste. E  
Lockhart, Texas 78644

**TO VFD:** Fire Chief  
Dale VFD  
P.O. Box 52  
Dale, Texas 78616

Any party to this Contract may provide a change of address by written notice to the other party.

- Section 4.04. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 4.05. **INDEMNIFICATION AND HOLD HARMLESS.** The VFD agrees to indemnify the County for any amount spent by the County in defending itself in any court action arising out of this Contract, including attorney fees, costs of court, and other expenses reasonable necessary in preparing and presenting any defense in such matter as well as for any damages for which the county is held responsible by any court of competent jurisdiction.
- Section 4.06. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract. This contract will be governed and interpreted by the laws of the State of Texas.
- Section 4.07. **ENTIRE CONTRACT.** This Contract, including any exhibits or attachments, contains the entire agreement between the County and the VFD concerning the duties required by this contract. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 4.08. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 4.09. **NO JOINT VENTURE.** Nothing in this Contract is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 4.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights

the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this Contract shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Contract is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

- Section 4.11. **ASSIGNMENT.** The VFD may not assign its rights and interests under this Contract to any other party, unless approved in writing by the County. In the event of such assignment or in the event of legal succession of a Party's interest in this Contract by operation of law, this Contract shall be binding on the assignee and inure to the benefit of the County.
- Section 4.12. **ALTERNATE DISPUTE RESOLUTION.** In the event of the failure of any party to comply with the terms and conditions of this Contract, before filing suit, the Parties will attempt to resolve any dispute for damages arising under this MOU through mediation in Lockhart, Caldwell County, Texas, by a mediator mutually agreed upon by the Parties.
- Section 4.13. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 4.14. **SIGNATORY WARRANTY.** The signatories for the County and the VFD represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this contract.

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Section 4.15. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CALDWELL COUNTY, TEXAS:**

Attest:


\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

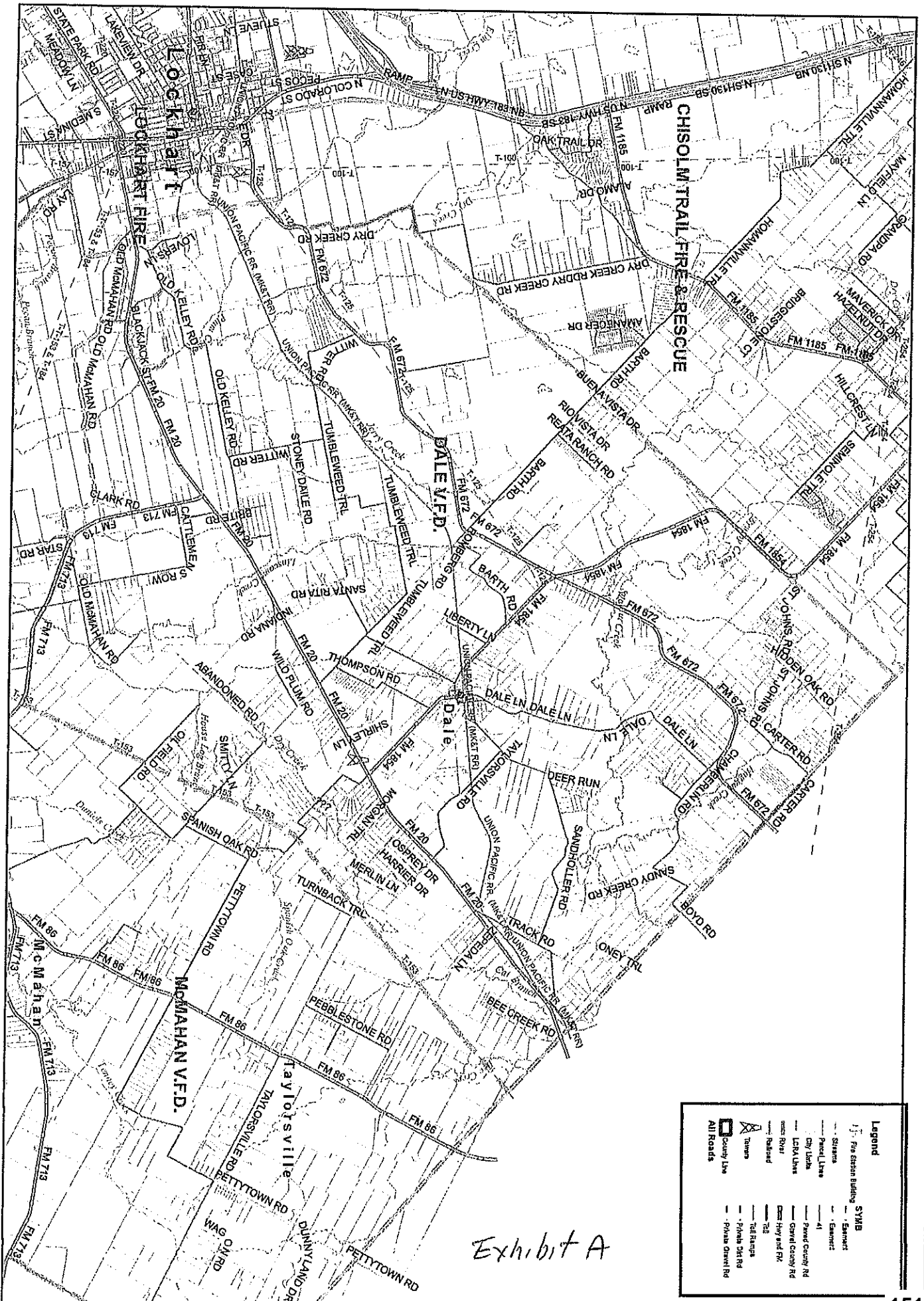
Acknowledged:

\_\_\_\_\_  
Hector Rangel  
Caldwell County EMC

**VOLUNTEER FIRE DEPARTMENT:**

  
\_\_\_\_\_  
Brian Barrington  
Fire Chief, Dale VFD  
Date: \_\_\_\_\_

**EXHIBIT 'A'**  
**MAP OF UNINCORPORATED SERVICE TERRITORY**



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

# Dale Fire District



53.24 Square Miles

Date Printed: Wednesday, July 27, 2016



Legend	
	Fire Station Building
	Streams
	Parcel Lines
	Dry Lakes
	Local Lane
	Gravel County Rd
	Dist Hwy and FR
	Rd
	Toll Road
	Private Dist Rd
	Private Owner Rd
	All Roads
	County Line
	SYMB
	Eminent
	Eminent
	41
	Gravel County Rd
	Dist Hwy and FR
	Rd
	Toll Road
	Private Dist Rd
	Private Owner Rd

Exhibit A

**CONTRACT  
BETWEEN  
CALDWELL COUNTY  
AND  
DELHI VOLUNTEER FIRE DEPARTMENT  
FOR  
RURAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, this Contract for Rural Fire Protection Services (hereinafter, the "Contract") is entered into between Caldwell County, Texas (hereinafter, the "County"), a political subdivision of the State of Texas, by and through its Commissioners Court, and the below incorporated volunteer fire department (the "VFD").

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**WHEREAS**, the County may pay for that protection from the general fund of the County.

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## **ARTICLE IV MISCELLANEOUS**

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accordance with the intent of the parties to this contract as expressed in the terms and provisions.

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**WITH A COURTESY COPY TO:** District Attorney's Office  
Attn: Civil Division  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** Emergency Management Coordinator  
Caldwell County  
1403 Blackjack Street, Ste. E  
Lockhart, Texas 78644

**TO VFD:** Fire Chief  
Delhi VFD  
6255 TX-304  
Rosanky, Texas 78953

Any party to this Contract may provide a change of address by written notice to the other party.

- Section 4.04. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 4.05. **INDEMNIFICATION AND HOLD HARMLESS.** The VFD agrees to indemnify the County for any amount spent by the County in defending itself in any court action arising out of this Contract, including attorney fees, costs of court, and other expenses reasonable necessary in preparing and presenting any defense in such matter as well as for any damages for which the county is held responsible by any court of competent jurisdiction.
- Section 4.06. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract. This contract will be governed and interpreted by the laws of the State of Texas.
- Section 4.07. **ENTIRE CONTRACT.** This Contract, including any exhibits or attachments, contains the entire agreement between the County and the VFD concerning the duties required by this contract. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 4.08. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 4.09. **NO JOINT VENTURE.** Nothing in this Contract is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 4.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights

the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this Contract shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Contract is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

- Section 4.11. **ASSIGNMENT.** The VFD may not assign its rights and interests under this Contract to any other party, unless approved in writing by the County. In the event of such assignment or in the event of legal succession of a Party's interest in this Contract by operation of law, this Contract shall be binding on the assignee and inure to the benefit of the County.
- Section 4.12. **ALTERNATE DISPUTE RESOLUTION.** In the event of the failure of any party to comply with the terms and conditions of this Contract, before filing suit, the Parties will attempt to resolve any dispute for damages arising under this MOU through mediation in Lockhart, Caldwell County, Texas, by a mediator mutually agreed upon by the Parties.
- Section 4.13. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 4.14. **SIGNATORY WARRANTY.** The signatories for the County and the VFD represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this contract.

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

Section 4.15. COUNTERPARTS. This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CALDWELL COUNTY, TEXAS:

Attest:

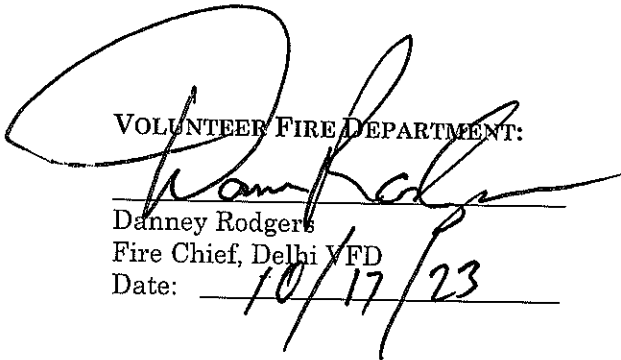
\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

Acknowledged:

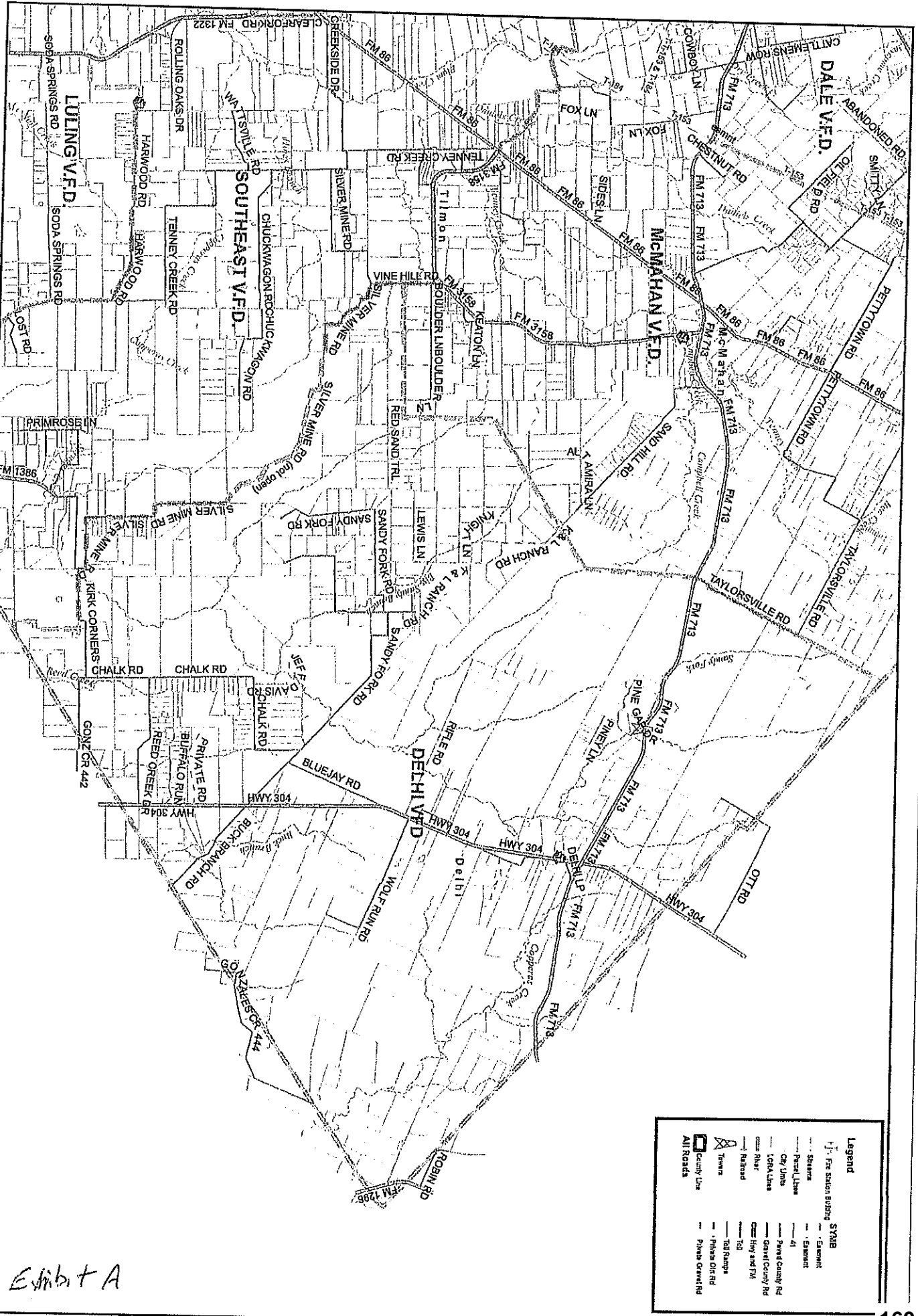
\_\_\_\_\_  
Hector Rangel  
Caldwell County EMC

VOLUNTEER FIRE DEPARTMENT:

  
\_\_\_\_\_  
Danney Rodgers  
Fire Chief, Delhi VFD

Date: 10/17/23

**EXHIBIT 'A'**  
**MAP OF UNINCORPORATED SERVICE TERRITORY**



# Delhi Fire District

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



71.92 Square Miles

Date Printed: Wednesday, July 27, 2016



Exhibit A

**Legend**

Fire Station symbol	SYMB
Street	Element
Parcel Line	Element
City Limits	41
County Rd	County Rd
Local Rd	County Rd
Road	High and Pk
Ramp	752
Trail	Ramp
Private Driv	Private Driv
All Roads	Private Driv Rd



**CONTRACT  
BETWEEN  
CALDWELL COUNTY  
AND  
McMAHAN VOLUNTEER FIRE DEPARTMENT  
FOR  
RURAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, this Contract for Rural Fire Protection Services (hereinafter, the "Contract") is entered into between Caldwell County, Texas (hereinafter, the "County"), a political subdivision of the State of Texas, by and through its Commissioners Court, and the below incorporated volunteer fire department (the "VFD").

**WHEREAS**, the County desires to have the VFD provide fire protection services to the unincorporated areas of the County;

**WHEREAS**, Section 352.001(c), Texas Local Government Code, allows the commissioners court of a county to contract with an incorporated volunteer fire department that is located within the county to provide fire protection to an area of the county that is located outside the municipalities in the county; and

**WHEREAS**, the County may pay for that protection from the general fund of the County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned VFD do hereby agree as follows:

**ARTICLE I  
VFD OBLIGATIONS**

- Section 1.01. **PROVIDED SERVICES.** During the initial term and each successive renewal term, the VFD agrees to provide fire protection and, if available, emergency medical services and first responder emergency medical services to the applicable unincorporated service area more fully identified on the attached Exhibit 'A', hereby incorporated by reference for all purposes. Fire protection, emergency medical services, and first responder emergency medical services does not include ambulance services.
- Section 1.02. **VERIFICATION OF INCORPORATION.** The VFD will provide to the County a copy of its most recent governing and formation documents, as filed with the State of Texas. In the event the VFD amends or alters its governing or formation documents, the VFD will forward a copy of the documents to the County within a 30 days after the VFD's approval of the amendment or alteration.
- Section 1.03. **VERIFICATION OF LICENSURE.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, if the VFD provides emergency medical services or first responder emergency medical services, the VFD will provide to the County a documents evidencing active licensure as an emergency medical services provider or as a first responder organization.
- Section 1.04. **CURRENT MEMBERSHIP LISTS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County an copy of its current membership list. At the request of the County, the VFD will provide an updated membership list.

- Section 1.05. **CERTIFICATION OF GOOD STANDING.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter from the Caldwell County Fire Chiefs Association ("CCFCA") certifying that it is in good standing with the CCFCA.
- Section 1.06. **CURRENT CERTIFICATIONS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter, including supporting documentation, certifying that the VFD participates in the State Firefighters' and Fire Marshalls' Association ("SFFMA") certification programs, that it is compliant with the National Incident Management System ("NIMS"), is following the training guidelines adopted by the CCFCA in its Training Roadmap or successor guidelines, and that each fire fighter is appropriately certified or actively seeking such certification. If the VFD also provides emergency medical services or first responder emergency medical services, the letter, including supporting documentation, will also certify that emergency medical services personnel as defined by Chapter 773, Health and Safety Code, including but not limited to emergency medical services volunteer personnel or first responder emergency medical services personnel, are appropriately certified by the Texas Department of State Health Services in addition to basic life support certification.
- Section 1.07. **PERSONAL PROTECTIVE EQUIPMENT.** The VFD will furnish its members with, and enforce the use of, appropriate and properly maintained personal protective equipment ("PPE") conforming to the stricter of the National Fire Protection Association ("NFPA") and the VFD's policies.
- Section 1.08. **EQUIPMENT, PERSONNEL, AND NECESSARY SUPPLIES.** The VFD agrees to provide all necessary equipment, personnel, and supplies required to provide fire protection and emergency medical services under this Contract. The VFD further agrees that the County shall not be responsible for providing anything to the Fire Department other than the consideration set forth in this Contract.
- Section 1.09. **MUTUAL AID AGREEMENTS.** The VFD agrees to enter into and execute instruments and documents where created by the CCFCA and to take all action reasonably necessary and appropriate to enter into mutual aid agreements and auto aid agreements with all other fire departments in Caldwell County, Texas, and provide assistance when requested to do so by the other fire departments in Caldwell County, Texas. The VFD agrees to provide the County with a copy of all instruments and documents demonstrating the VFD's entrance into a mutual aid agreement with another fire department within Caldwell County.
- Section 1.10. **Duty to Respond.** The VFD agrees to accept dispatches by the Caldwell County Sheriff's Office and, when such dispatch cannot be performed, to promptly notify the Caldwell County Sheriff's Office dispatch that the VFD cannot respond.
- Section 1.11. **FINANCIAL REPORTING.** On or before June 1 during the initial term or each successive renewal term, the VFD agrees to provide to the County: (1) evidence that an Internal Revenue Service ("IRS") Form 990, or a successor form as promulgated by the IRS, has been filed for the previous year; (2) or monthly treasurer reports with savings account information and accompanying monthly bank statements. Failure to provide the financial reporting information under this section will constitute a material breach of this Contract.

Section 1.12. **INSURANCE REQUIREMENTS.** The VFD will be solely responsible for carrying adequate insurance on all equipment and personnel used to meet its obligations under this Contract.

## **ARTICLE II COUNTY OBLIGATIONS**

Section 2.01. **PAYMENT FOR SERVICES.** The County will pay the VFD \$1,500.00 per month for services performed pursuant to this Contract.

Section 2.02. **WORKMAN'S COMPENSATION INSURANCE.** The County agrees to provide workman's compensation insurance for all active volunteer fire fighters 18 years of age or older.

Section 2.03. **AUTHORIZED TO MANAGE.** The Caldwell County Emergency Management Department is authorized to manage this contract on the County's behalf, including retention of documents and records submitted to the County under this contract according to applicable retention policies.

## **ARTICLE III TERM, TERMINATION, RENEWAL, AND REMEDIES**

Section 3.01. **INITIAL TERM.** This Contract will become effective when executed by the parties, as evidenced by their respective signature below. The initial term will expire on September 30, 2024.

Section 3.02. **RENEWAL TERM.** This Contract will renew automatically on an annual basis unless otherwise terminated. Each renewal term will begin on October 1 immediately following expiration of the prior term, and expire on September 30 of the following calendar year.

Section 3.03. **TERMINATION FOR CONVENIENCE.** This Contract may be terminated by either party regardless of cause by providing written notice to the other party no less than 90 days prior to termination.

Section 3.04. **BREACH BY VFD.** In the event the VFD breaches this Contract, the County is authorized to withhold its payment under Section 2.01 of this Contract until the VFD cures its breach. Concurrently with its withholding, the County must send notice to the VFD describing the breach and demanding the VFD cure said breach.

Section 3.05. **TERMINATION AFTER BREACH.** If, 30 days after receiving notice of breach as described in Section 3.04 of this Contract, the VFD refuses to cure the noticed breach, The County may immediately terminate this Contract. Termination under this section waives any claim by the VFD to payments withheld by the County under Section 3.04 of this Contract.

## **ARTICLE IV MISCELLANEOUS**

Section 4.01. **SEVERABILITY.** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract in

accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 4.02. **FORCE MAJEURE.** Either of the parties to this Contract shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Contract. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Contract within a reasonable time of such remedy.

Section 4.03. **NOTICE.** Any notice required under this Contract will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

**TO COUNTY:** Caldwell County Judge  
110 S. Main Street, Room 101  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** District Attorney's Office  
Attn: Civil Division  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** Emergency Management Coordinator  
Caldwell County  
1403 Blackjack Street, Ste. E  
Lockhart, Texas 78644

**TO VFD:** President  
McMahan VFD  
291 Whizzerville Road  
Dale, Texas 78616

Any party to this Contract may provide a change of address by written notice to the other party.

- Section 4.04. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 4.05. **INDEMNIFICATION AND HOLD HARMLESS.** The VFD agrees to indemnify the County for any amount spent by the County in defending itself in any court action arising out of this Contract, including attorney fees, costs of court, and other expenses reasonable necessary in preparing and presenting any defense in such matter as well as for any damages for which the county is held responsible by any court of competent jurisdiction.
- Section 4.06. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract. This contract will be governed and interpreted by the laws of the State of Texas.
- Section 4.07. **ENTIRE CONTRACT.** This Contract, including any exhibits or attachments, contains the entire agreement between the County and the VFD concerning the duties required by this contract. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 4.08. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 4.09. **NO JOINT VENTURE.** Nothing in this Contract is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 4.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights

the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this Contract shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Contract is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

- Section 4.11. **ASSIGNMENT.** The VFD may not assign its rights and interests under this Contract to any other party, unless approved in writing by the County. In the event of such assignment or in the event of legal succession of a Party's interest in this Contract by operation of law, this Contract shall be binding on the assignee and inure to the benefit of the County.
- Section 4.12. **ALTERNATE DISPUTE RESOLUTION.** In the event of the failure of any party to comply with the terms and conditions of this Contract, before filing suit, the Parties will attempt to resolve any dispute for damages arising under this MOU through mediation in Lockhart, Caldwell County, Texas, by a mediator mutually agreed upon by the Parties.
- Section 4.13. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 4.14. **SIGNATORY WARRANTY.** The signatories for the County and the VFD represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this contract.

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

Section 4.15. COUNTERPARTS. This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CALDWELL COUNTY, TEXAS:

Attest:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

Acknowledged:

\_\_\_\_\_  
Hector Rangel  
Caldwell County EMC

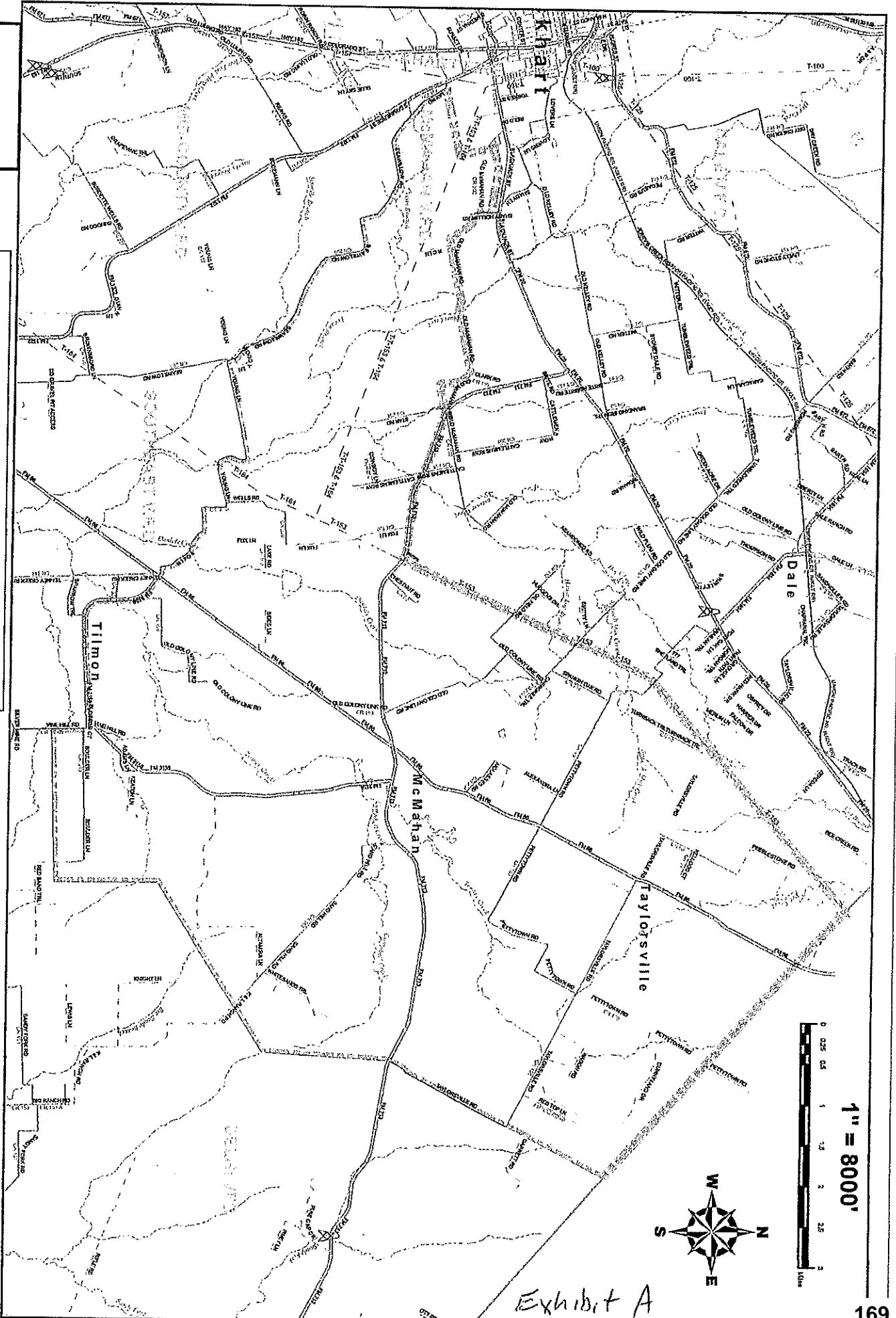
VOLUNTEER FIRE DEPARTMENT:

  
\_\_\_\_\_  
Reid Davidson  
President, McMahan VFD

Date: 10-13-2023

**EXHIBIT 'A'**  
**MAP OF UNINCORPORATED SERVICE TERRITORY**





1" = 8000'

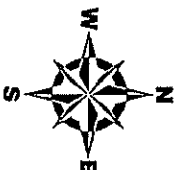


Exhibit A

# McMahan Fire District

57.56 Square Miles

Special Fire District Boundaries adopted by the Circuit Court of the State of Missouri, in and for the County of Boone, Missouri, on the 12th day of June, 1982. The District VFD was created in 2005. The McMahan, Union Springs, and part of the Timon Fire Districts were merged to form the McMahan Fire District on December 20th, 2005. The map is being provided as a courtesy and should only be used as a general guide. No warranty is expressed or implied in any way for any purpose. Additional information is available from any other documents provided by the Circuit Court of Boone County, Missouri. Date Printed: Wednesday, July 27, 2016

**Legend**

**Fire Districts**

- ▲ Aerial, numbers
- FIRE DISTRICT
- CHROMIUM TRAIL FIRE & RESCUE
- DALE VFD
- DEBUI VFD
- LOCKHART - DIST 1
- LOCKHART - DIST 2
- LOCKHART - DIST 3
- LOCKHART - DIST 4
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**Legend**

- ▲ Aerial, numbers
- FIRE DISTRICT
- CHROMIUM TRAIL FIRE & RESCUE
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- LOCKHART - DIST 92
- LOCKHART - DIST 93
- LOCKHART - DIST 94
- LOCKHART - DIST 95
- LOCKHART - DIST 96
- LOCKHART - DIST 97
- LOCKHART - DIST 98
- LOCKHART - DIST 99
- LOCKHART - DIST 100

**CONTRACT  
BETWEEN  
CALDWELL COUNTY  
AND  
SOUTHEAST CALDWELL COUNTY VOLUNTEER FIRE DEPARTMENT  
FOR  
RURAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, this Contract for Rural Fire Protection Services (hereinafter, the "Contract") is entered into between Caldwell County, Texas (hereinafter, the "County"), a political subdivision of the State of Texas, by and through its Commissioners Court, and the below incorporated volunteer fire department (the "VFD").

**WHEREAS**, the County desires to have the VFD provide fire protection services to the unincorporated areas of the County;

**WHEREAS**, Section 352.001(c), Texas Local Government Code, allows the commissioners court of a county to contract with an incorporated volunteer fire department that is located within the county to provide fire protection to an area of the county that is located outside the municipalities in the county; and

**WHEREAS**, the County may pay for that protection from the general fund of the County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned VFD do hereby agree as follows:

**ARTICLE I  
VFD OBLIGATIONS**

- Section 1.01. **PROVIDED SERVICES.** During the initial term and each successive renewal term, the VFD agrees to provide fire protection and, if available, emergency medical services and first responder emergency medical services to the applicable unincorporated service area more fully identified on the attached Exhibit 'A', hereby incorporated by reference for all purposes. Fire protection, emergency medical services, and first responder emergency medical services does not include ambulance services.
- Section 1.02. **VERIFICATION OF INCORPORATION.** The VFD will provide to the County a copy of its most recent governing and formation documents, as filed with the State of Texas. In the event the VFD amends or alters its governing or formation documents, the VFD will forward a copy of the documents to the County within a 30 days after the VFD's approval of the amendment or alteration.
- Section 1.03. **VERIFICATION OF LICENSURE.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, if the VFD provides emergency medical services or first responder emergency medical services, the VFD will provide to the County a documents evidencing active licensure as an emergency medical services provider or as a first responder organization.
- Section 1.04. **CURRENT MEMBERSHIP LISTS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County an copy of its current membership list. At the request of the County, the VFD will provide an updated membership list.

- Section 1.05. **CERTIFICATION OF GOOD STANDING.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter from the Caldwell County Fire Chiefs Association ("CCFCA") certifying that it is in good standing with the CCFCA.
- Section 1.06. **CURRENT CERTIFICATIONS.** Annually, no later than 30 days after the beginning of the initial term or each successive renewal term, the VFD will provide to the County a letter, including supporting documentation, certifying that the VFD participates in the State Firefighters' and Fire Marshalls' Association ("SFFMA") certification programs, that it is compliant with the National Incident Management System ("NIMS"), is following the training guidelines adopted by the CCFCA in its Training Roadmap or successor guidelines, and that each fire fighter is appropriately certified or actively seeking such certification. If the VFD also provides emergency medical services or first responder emergency medical services, the letter, including supporting documentation, will also certify that emergency medical services personnel as defined by Chapter 773, Health and Safety Code, including but not limited to emergency medical services volunteer personnel or first responder emergency medical services personnel, are appropriately certified by the Texas Department of State Health Services in addition to basic life support certification.
- Section 1.07. **PERSONAL PROTECTIVE EQUIPMENT.** The VFD will furnish its members with, and enforce the use of, appropriate and properly maintained personal protective equipment ("PPE") conforming to the stricter of the National Fire Protection Association ("NFPA") and the VFD's policies.
- Section 1.08. **EQUIPMENT, PERSONNEL, AND NECESSARY SUPPLIES.** The VFD agrees to provide all necessary equipment, personnel, and supplies required to provide fire protection and emergency medical services under this Contract. The VFD further agrees that the County shall not be responsible for providing anything to the Fire Department other than the consideration set forth in this Contract.
- Section 1.09. **MUTUAL AID AGREEMENTS.** The VFD agrees to enter into and execute instruments and documents where created by the CCFCA and to take all action reasonably necessary and appropriate to enter into mutual aid agreements and auto aid agreements with all other fire departments in Caldwell County, Texas, and provide assistance when requested to do so by the other fire departments in Caldwell County, Texas. The VFD agrees to provide the County with a copy of all instruments and documents demonstrating the VFD's entrance into a mutual aid agreement with another fire department within Caldwell County.
- Section 1.10. **Duty to Respond.** The VFD agrees to accept dispatches by the Caldwell County Sheriff's Office and, when such dispatch cannot be performed, to promptly notify the Caldwell County Sheriff's Office dispatch that the VFD cannot respond.
- Section 1.11. **FINANCIAL REPORTING.** On or before June 1 during the initial term or each successive renewal term, the VFD agrees to provide to the County: (1) evidence that an Internal Revenue Service ("IRS") Form 990, or a successor form as promulgated by the IRS, has been filed for the previous year; (2) or monthly treasurer reports with savings account information and accompanying monthly bank statements. Failure to provide the financial reporting information under this section will constitute a material breach of this Contract.

Section 1.12. **INSURANCE REQUIREMENTS.** The VFD will be solely responsible for carrying adequate insurance on all equipment and personnel used to meet its obligations under this Contract.

## **ARTICLE II COUNTY OBLIGATIONS**

Section 2.01. **PAYMENT FOR SERVICES.** The County will pay the VFD \$1,500.00 per month for services performed pursuant to this Contract.

Section 2.02. **WORKMAN'S COMPENSATION INSURANCE.** The County agrees to provide workman's compensation insurance for all active volunteer fire fighters 18 years of age or older.

Section 2.03. **AUTHORIZED TO MANAGE.** The Caldwell County Emergency Management Department is authorized to manage this contract on the County's behalf, including retention of documents and records submitted to the County under this contract according to applicable retention policies.

## **ARTICLE III TERM, TERMINATION, RENEWAL, AND REMEDIES**

Section 3.01. **INITIAL TERM.** This Contract will become effective when executed by the parties, as evidenced by their respective signature below. The initial term will expire on September 30, 2024.

Section 3.02. **RENEWAL TERM.** This Contract will renew automatically on an annual basis unless otherwise terminated. Each renewal term will begin on October 1 immediately following expiration of the prior term, and expire on September 30 of the following calendar year.

Section 3.03. **TERMINATION FOR CONVENIENCE.** This Contract may be terminated by either party regardless of cause by providing written notice to the other party no less than 90 days prior to termination.

Section 3.04. **BREACH BY VFD.** In the event the VFD breaches this Contract, the County is authorized to withhold its payment under Section 2.01 of this Contract until the VFD cures its breach. Concurrently with its withholding, the County must send notice to the VFD describing the breach and demanding the VFD cure said breach.

Section 3.05. **TERMINATION AFTER BREACH.** If, 30 days after receiving notice of breach as described in Section 3.04 of this Contract, the VFD refuses to cure the noticed breach, The County may immediately terminate this Contract. Termination under this section waives any claim by the VFD to payments withheld by the County under Section 3.04 of this Contract.

## **ARTICLE IV MISCELLANEOUS**

Section 4.01. **SEVERABILITY.** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract in

accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 4.02. **FORCE MAJEURE.** Either of the parties to this Contract shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Contract. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Contract within a reasonable time of such remedy.

Section 4.03. **NOTICE.** Any notice required under this Contract will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

**TO COUNTY:** Caldwell County Judge  
110 S. Main Street, Room 101  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** District Attorney's Office  
Attn: Civil Division  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** Emergency Management Coordinator  
Caldwell County  
1403 Blackjack Street, Ste. E  
Lockhart, Texas 78644

**To VFD:** President  
Southeast Caldwell County VFD  
P.O. Box 1174  
Luling, Texas 78648

Any party to this Contract may provide a change of address by written notice to the other party.

- Section 4.04. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.
- Section 4.05. **INDEMNIFICATION AND HOLD HARMLESS.** The VFD agrees to indemnify the County for any amount spent by the County in defending itself in any court action arising out of this Contract, including attorney fees, costs of court, and other expenses reasonable necessary in preparing and presenting any defense in such matter as well as for any damages for which the county is held responsible by any court of competent jurisdiction.
- Section 4.06. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract. This contract will be governed and interpreted by the laws of the State of Texas.
- Section 4.07. **ENTIRE CONTRACT.** This Contract, including any exhibits or attachments, contains the entire agreement between the County and the VFD concerning the duties required by this contract. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 4.08. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 4.09. **NO JOINT VENTURE.** Nothing in this Contract is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 4.10. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights

the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this Contract shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Contract is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

- Section 4.11. **ASSIGNMENT.** The VFD may not assign its rights and interests under this Contract to any other party, unless approved in writing by the County. In the event of such assignment or in the event of legal succession of a Party's interest in this Contract by operation of law, this Contract shall be binding on the assignee and inure to the benefit of the County.
- Section 4.12. **ALTERNATE DISPUTE RESOLUTION.** In the event of the failure of any party to comply with the terms and conditions of this Contract, before filing suit, the Parties will attempt to resolve any dispute for damages arising under this MOU through mediation in Lockhart, Caldwell County, Texas, by a mediator mutually agreed upon by the Parties.
- Section 4.13. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 4.14. **SIGNATORY WARRANTY.** The signatories for the County and the VFD represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this contract.

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

Section 4.15. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CALDWELL COUNTY, TEXAS:

Attest:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

Acknowledged:

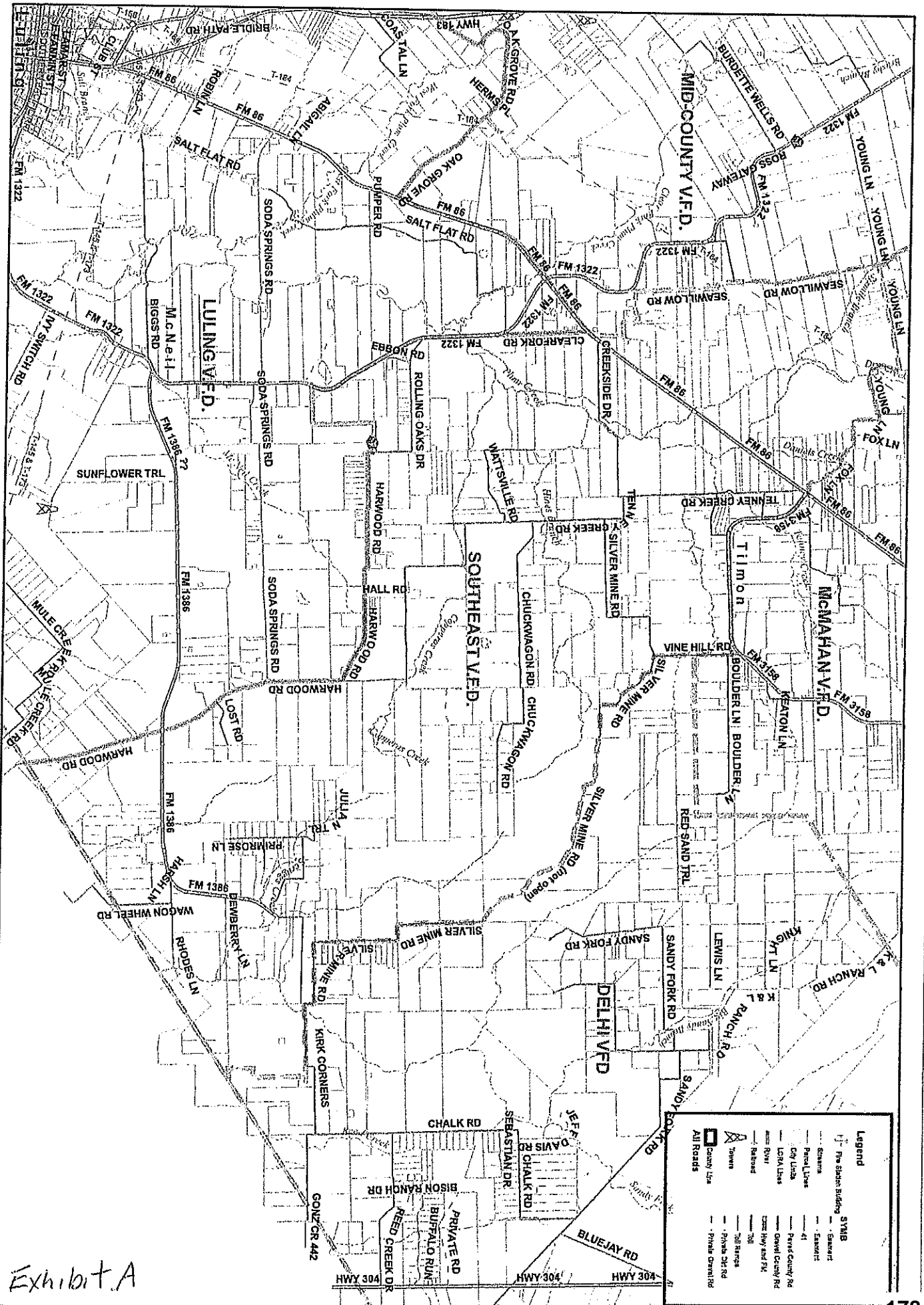
\_\_\_\_\_  
Hector Rangel  
Caldwell County EMC

**VOLUNTEER FIRE DEPARTMENT:**

*Patricia An Mundine*  
\_\_\_\_\_  
Patricia An Mundine  
President, Southeast Caldwell County VFD  
Date: 12 OCT 23



**EXHIBIT 'A'**  
**MAP OF UNINCORPORATED SERVICE TERRITORY**



# Southest Fire District

40.08 Square Miles

Date Printed: Wednesday, July 27, 2016



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

Exhibit A

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve Amendment No. 2 to the contract with PHI Air Medical, for an extension of coverage to September 30, 2024.

**Costs:** \$78,732.50

**Agenda Speakers:** Judge Haden/James Green

**Backup Materials:** Attached

**Total # of Pages:** 14

**AMENDMENT NO. 2 TO  
COUNTY AGREEMENT FOR PHI CARES MEMBERSHIP FOR CALDWELL  
COUNTY, TX**

**THIS AMENDMENT NO. 2 TO COUNTY AGREEMENT** (this “Amendment No. 1”) is made effective as of the 1st day of November 2023 (the “Effective Date”) by and between Caldwell County, Texas (“Caldwell County”) and PHI Air Medical, L.L.C. (“PHI”), each separately being referred to individually as a “Party” and collectively as the “Parties.” All capitalized terms not otherwise defined herein shall have the meaning given to them in the Original Agreement (as defined herein).

**RECITALS**

**WHEREAS**, Caldwell County, Texas and PHI are parties to that certain County Agreement made effective as of November 1, 2022 (the “Original Agreement”; the Original Agreement, as amended by Amendment No. 1, as amended by this Amendment No. 2 and as may be further amended from time to time, the “Agreement”);

**WHEREAS**, the Original Agreement shall expire on October 31, 2023;

**WHEREAS**, the Parties desire to emend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual benefits and promises set forth below, the Parties agree as follows:

1. Term. Notwithstanding any other terms of the Agreement to the contrary, the parties mutually acknowledge and agree the term of the Agreement is hereby extended through September 30, 2024.
2. Annual Fee. Pursuant to this Amendment and effective during the Term of this Addendum, Caldwell County is purchasing PHI Cares memberships for the households and the Residents residing in these households of Caldwell County for a total annual amount equal to **\$78,732.50** (the “Annual Fee”). The Annual Fee is based on an expectation of **14,315 households** at a rate of **\$6.00** per household, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.
3. Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of Caldwell County may elect to upgrade his or her membership to a full national household membership, which shall include coverage outside the Caldwell County Service Area, for an additional \$30.00 per year; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft.
4. No Other Changes. Except as set forth to the contrary in this Amendment No. 2, all

terms and conditions in the Original Agreement shall remain in full force and effect and binding on the Parties.

This Amendment No. 2 has been executed by and on behalf of the Parties hereto on the dates set forth below but shall be deemed effective as of the Effective Date.

**If to PHI:**

**PHI AIR MEDICAL, L.L.C.**

By: \_\_\_\_\_

Name: Mark Leighton

Title: CAO & CRO

Date: \_\_\_\_\_

**Address for Notices:**

2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, AZ 85008  
Attn: Mark Leighton, CAO & CRO  
(w/ copy to PHI Legal Affairs Department)

**If to Caldwell County, Texas:**

**CALDWELL COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notices:**

Judge Hoppy Haden  
Caldwell County, TX  
110 S Main Street, Room 201  
Lockhart, TX 78644

10-25-22

**COUNTY AGREEMENT FOR PHI CARES MEMBERSHIPS  
FOR  
CALDWELL COUNTY, TEXAS**

This County Agreement for PHI Cares Memberships for Caldwell County, Texas (this "Agreement") is made effective the 1st day of November, 2022 (the "Effective Date") between Caldwell County, Texas ("Caldwell County") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). Caldwell County and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

**Recitals**

**WHEREAS**, Caldwell County has approximately 13,744 households in the State of Texas, with approximately 35,734 residents living in these households (each a "Resident" and collectively, the "Residents");

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, Caldwell County desires to enter into this Agreement with PHI whereby the Residents within Caldwell County will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

**Article I.**

**Scope of Agreement and Term**

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by Caldwell County for the benefit of Caldwell County Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **October 31, 2023** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

**Article II.**

**PHI Memberships**

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, Caldwell County is purchasing PHI Cares memberships for the households and the Residents residing in these households of Caldwell County for a total annual amount equal to **\$82,464.00** (the "Annual Fee"). The Annual Fee is based on an expectation of **13,744 households** at a rate of **\$6.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. Caldwell County and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in Caldwell County. Any calls for air medical transports in Caldwell County shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for a Caldwell County Resident requiring PHI to provide air medical transport from a pickup location within **Caldwell County**; or one of the following surrounding counties in Texas: **Bastrop, Gonzales, Guadalupe, Hays, Travis and Fayette (the "CALDWELL COUNTY Service Area")**.
- (b) **Membership ID #.** PHI will provide Caldwell County with a supply of **15,000 membership cards** which Caldwell County will distribute and make available to the Residents of Caldwell County, Texas. This membership card will contain the Membership ID # for Caldwell County and the contract validity dates.
- (c) **Notifying PHI.** It is the responsibility of any transported Resident of Caldwell County to contact PHI and notify it that a Caldwell County Resident has been transported by PHI and to provide PHI with the name of such Resident. In addition, in order to avoid receiving a bill for their medical transport, Residents should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is a Resident of Caldwell County) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (f) **Unavailability.** Caldwell County acknowledges that PHI may not always have an aircraft available to provide a transport due to prior use, weather, mechanical downtime, or other reasons, as set forth more fully in the PHI Cares Terms and Conditions. Further, medical or dispatch personnel may call another air ambulance provider in which event a PHI Cares membership will not cover the medical transport. Caldwell County and the Residents acknowledge and agree that PHI will have no liability to Caldwell County or any Resident as a result of PHI's inability to respond to a transport request for any Caldwell County Resident.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of Caldwell County may elect to upgrade his or her membership to a full national household membership (covering the entire household, as defined below), which shall include coverage

outside the Caldwell County Service Area, for an additional \$45.00 per year; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: [www.phicare.com](http://www.phicare.com), or contact the membership office for a copy. To obtain this upgrade, Caldwell County Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

2.7 Refunds. No refunds will be extended to Caldwell County (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

### **Article III. Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund Caldwell County the prorated amount of the Annual Fee for the remainder of the Term. In the event that Caldwell County terminates this Agreement for convenience pursuant to this Section 3.1, Caldwell County shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### 3.3 Termination for Default.

(A) Caldwell County may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from Caldwell County.

(B) PHI may terminate this Agreement for default if Caldwell County breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.



(C) Remedies. In the event of a default by PHI and Caldwell County's termination pursuant to Section 3.3(A) above, Caldwell County's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by Caldwell County and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

**Article IV.  
Limitation of Liability**

4.1 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to Caldwell County or any Resident for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.2 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

**Article V.  
Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of both of the Parties, which may be withheld in either Party's absolute and sole discretion. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.2 Applicable Law; Attorney's Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without giving regard to its conflicts of law rules or provisions. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.3 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

**If to Caldwell County:**

Judge Hoppy Haden  
Caldwell County, TX  
110 S Main Street, Room 201  
Lockhart, TX 78644

**If to PHI:**

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: David Motzkin, President  
Email: dmotzkin@phiairmedical.com

**With a copy to:**

**With a copy to:**

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: Legal Department  
legal@phiairmedical.com

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.4 Counterparts; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

PHI HEALTH, LLC d/b/a PHI AIR MEDICAL CALDWELL COUNTY, TEXAS

By: [Signature]

By: [Signature]

Name: David Motzkin

Name: Hoppy Haden

Title: President

Title: County Judge

Date: 11/4/2022

Date: 10/27/2022

## **EXHIBIT 1**

### **PHI Cares Membership Terms and Conditions**

#### **Membership**

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

#### **Billing**

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

#### **Eligibility & Availability**

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request.

Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at [www.PHICares.com](http://www.PHICares.com) or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

#### **Service Area**

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: [www.phicare.com/coverage.shtml](http://www.phicare.com/coverage.shtml) or contact the membership office directly.

#### **Notifying PHI Cares Membership Department of Transport**

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: *1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.*

#### **Termination and Renewal of Coverage**

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

#### **Acknowledgment**

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

© Copyright 2022 by PHI Health, LLC All Rights Reserved  
<https://www.phicare.com/termsandconditions.shtml>

AMENDMENT TO  
MENTAL HEALTH JAIL BASED SERVICES MEMORANDUM OF UNDERSTANDING

This Amendment is made and entered into by and between Bluebonnet Trails Community MHRM Center d/b/a Bluebonnet Trails Community Services (BTCS) and Caldwell, County, Texas (County) for the purpose of making the following changes to the original Agreement effective November 1, 2021.

ARTICLE I  
Amendments

I.1 **Section IV. Term of Agreement** is hereby deleted in its entirety and replaced with;

This MOU is extended from October 1, 2022 and shall terminate March 31, 2023. This MOU may be terminated by either party with 30 days written notice to the corresponding party.


ARTICLE II  
Continued Force

II.1 **Continued Force.** All other terms and conditions to the original Agreement not hereby amended are to remain in full force and effect.

The undersigned parties bind themselves to the faithful performance of this Amendment. The Amendment shall be deemed effective upon signature by both parties.

**Bluebonnet Trails Community Services**

**Provider**

  
\_\_\_\_\_  
Andrea Richardson, Chief Executive Officer

  
\_\_\_\_\_  
County Judge

10-23-2022  
\_\_\_\_\_  
Date

10/25/2022  
\_\_\_\_\_  
Date

**AMENDMENT NO. 1 TO  
COUNTY AGREEMENT FOR PHI CARES MEMBERSHIP FOR CALDWELL  
COUNTY**

**THIS AMENDMENT NO. 1 TO COUNTY AGREEMENT** (this "Amendment No. 1") is made effective as of the 1st day of April 2023 (the "Effective Date") by and between Caldwell County ("Caldwell County") and PHI Air Medical, L.L.C. ("PHI"), each separately being referred to individually as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meaning given to them in the Original Agreement (as defined herein).

**RECITALS**

**WHEREAS**, Caldwell County and PHI are parties to that certain County Agreement made effective as of November 1, 2022 (the "Original Agreement"; the Original Agreement, as amended by this Amendment No. 1 and as may be further amended from time to time, the "Agreement");

**WHEREAS**, the Original Agreement shall expire on October 31, 2023;

**WHEREAS**, the Parties desire to amend the amount to upgrade to a Full National Household Membership of the Original Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual benefits and promises set forth below, the Parties agree as follows:

1. Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of Caldwell County may elect to upgrade his or her membership to a full national household membership, which shall include coverage outside the Caldwell County Service Area, for an additional \$30.00 per year; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft.

2. No Other Changes. Except as set forth to the contrary in this Amendment No. 1, all terms and conditions in the Original Agreement shall remain in full force and effect and binding on the Parties.

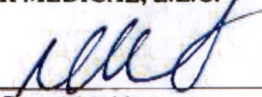
*[Signature Page Follows]*



This Amendment No. 1 has been executed by and on behalf of the Parties hereto on the dates set forth below but shall be deemed effective as of the Effective Date.

**IF to PHI:**

**PHI AIR MEDICAL, L.L.C.**


By:   
Name: Dave Motzkin  
Title: President  
Date: 03/29/2023

**Address for Notices:**

2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, AZ 85008  
Attn: David Motzkin, President  
(w/ copy to PHI Legal Affairs Department)

**If to Caldwell County:**

**CALDWELL COUNTY, TEAXS**

By:   
Name: Hoppy Haden  
Title: County Judge  
Date: 3/27/2023

**Address for Notices:**

Judge Hoppy Haden  
Caldwell County, TX  
110 S Main Street, Room 201  
Lockhart, TX 78644

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve REQ02748 and payment for PHI Air Medical services for FY 23-24 in the amount of \$78,732.50.

**Costs:** \$78,732.50

**Agenda Speakers:** Judge Haden/Carolyn Caro

**Backup Materials:** Attached

**Total # of Pages:** 1



# REQUISITION

**Requisition #:** REQ02748

**Date:** 10/19/2023

**Vendor #:** PHIAIR

**ISSUED TO:** PHI HEALTH, LLC  
P.O. BOX 676171  
DALLAS, TX 75267-6171

**SHIP TO:** County Judge  
110 S. Main St., RM 201  
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 FY 23-24 PHI Care Medical Services		78,732.50	001-6510-4110	78,732.50
<b>PO Description:</b> PHI Air Medical					
<b>Detailed Description:</b>					

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	78,732.50
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	78,732.50

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve an interlocal cooperation agreement between the County, the City of Lockhart, and the City of Luling, for the division of costs for resident membership in the PHI CARES program for air ambulance services.

**Costs:** \$0.00

**Agenda Speakers:** Judge Haden/Chase Goetz

**Backup Materials:** Attached

**Total # of Pages:** 4

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
CALDWELL COUNTY  
AND  
THE CITIES OF LOCKHART AND LULING  
FOR PHI AIR AMBULANCE SERVICES MEMBERSHIP

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and among the undersigned participating municipalities of the State of Texas (the “Participating Municipalities”), acting by and through their respective governing bodies, and Caldwell County, Texas (the “County”), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share air ambulance services membership. The undersigned participating local governments adopting this Agreement upon a formal order of their respective governing bodies as provided for herein may be referred to individually as a “Party” or collectively as “Parties”.

WHEREAS, the Parties, as local governments of the State of Texas, are authorized to provide for government functions and services within Caldwell County, Texas, including the public health and welfare.

WHEREAS, the County desires to provide for the public health and welfare of the residents of Caldwell County by providing qualifying residents with an opportunity to cover the high cost of local air medical transportation by air ambulance services;

WHEREAS, the County intends to enter into an agreement with PHI Health, LLC d/b/a PHI Air Medical (PHI) for its residents’ inclusion in the PHI Cares Program, a membership-based program that covers the uninsured or otherwise uncovered portion of air ambulance flight charges by members requiring air medical transportation on a PHI aircraft;

WHEREAS, the Participating Municipalities desire to secure PHI Cares Program membership for the qualifying residents of their incorporated boundaries, and to fairly compensate the County for their respective portions of the County population;

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Participating Local Governments approving this Agreement agree as follows:

Article I.  
Term

Section 1.01. Term. This Agreement shall have a term of one (1) year, to begin on October 1, 2023, and ending on September 30, 2024.

Section 1.02. Contingent. This Agreement is contingent upon the County entering into a one-year contract with PHI for PHI Cares Program memberships, ending on September 30, 2024 (the “PHI Contract”). In the absence of the PHI Contract, this Agreement is null and void. If executed, the terms and conditions of the PHI Contract are incorporated by reference and made part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the PHI Contract, the terms and conditions of the PHI Contract take precedence and control.

Article II.  
Party Obligations

Section 2.01. County to Provide Memberships. The County will reserve and make available initial PHI Cares Program membership cards to residents within the Participating Municipalities, according to the following schedule:

<u>PARTICIPATING MUNICIPALITIES</u>	<u>INITIAL MEMBERSHIPS</u>	<u>COST PER MEMBERSHIP</u>	<u>INITIAL COST</u>
City of Lockhart	4,511	\$ 6.00	\$ 24,810.50
City of Luling	1,978	\$ 6.00	\$ 10,879.00

Section 2.02. Compensation. The Participating Municipalities will pay to the County an initial cost, according to the schedule contained in Section 2.01.

Section 2.03. Additional Memberships. The Participating Municipalities may request additional membership cards, subject to approval by the County. A request for additional membership cards and subsequent County approval must be in writing. Approved additional memberships shall be invoiced according to the rate provided in the schedule contained in Section 2.01.

Section 2.04. Time of Payment. The Participating Municipalities will make any invoiced payments within thirty (30) days of receiving said invoice.

Section 2.05. Payment from Current Revenues. Payments made by each Participating Municipality must be made from current revenues available to the Participating Municipality.

Section 2.06. Prorated Refund. In the event the County receives a prorated refund from PHI, the County will, in turn, refund the Participating Municipalities a prorated amount of costs invoiced to the Participating Municipalities for the remainder of the Term.

Section III.  
Miscellaneous

Section 3.01. ENTIRE AGREEMENT. This Agreement, including any exhibits or attachments, contains the entire agreement between the Parties concerning the duties required by this Agreement. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Agreement concerning any of the terms in this Agreement. Except otherwise specified in this Agreement, no modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 2.02. REVIEW BY COUNSEL. THE Parties acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.

Section 3.03. Legal Authority. The Parties warrant that they possess adequate legal authority to enter into this Agreement. The Parties governing bodies have authorized the signatory

officials to enter into this Agreement and bind the Parties to the terms of this Agreement and any subsequent amendments.

Section 3.04. Assignment. A Participating Municipality may not assign its rights and interests under this Agreement to any other party, unless approved in writing by the Parties. In the event of such assignment this Agreement shall be binding on and inure to the benefit of such assignee or successor.

Section 3.05. Force majeure. Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God" which prevent the Parties from fulfilling any and all duties, obligations, or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, or covenant of this Agreement due to a force majeure event, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 3.08, within fourteen (14) calendar days of the force majeure event.

Section 3.06. LIABILITY. All parties to this Agreement agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

Section 3.07. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charge with such waiver and estoppel.

Section 3.08. Notices. Any notice, statement, or communication required or permitted to be delivered hereunder shall be in writing and must be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and will be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

Caldwell County: Caldwell County  
Attn: County Judge  
Caldwell County Courthouse  
110 S. Main Street, Room 101  
Lockhart, Texas 78644

City of Lockhart: The City of Lockhart  
Attn: Mayor  
P.O. Box 239  
Lockhart, Texas 78644

City of Luling: The City of Luling  
Attn: Mayor  
509 E. Crockett  
Luling, Texas 78648

Section 3.09. Applicable Law and Venue. This Agreement is made and will be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in the district courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

Section 3.10. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, in that event, it is the intention of the Board and Foundation that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 3.11. No Joint Venture. Nothing in this Agreement is intended by the parties to create a partnership or joint venture between the Board and Foundation, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 3.12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

This Agreement between the Participating Municipalities and Caldwell County is hereby executed in duplicate originals, to be effective as of the date of the latest signature below.

CALDWELL COUNTY:

By: \_\_\_\_\_  
Hoppy Haden  
County Judge

Date: \_\_\_\_\_

CITY OF LOCKHART:

By: \_\_\_\_\_  
Lew White  
Mayor

Date: \_\_\_\_\_

CITY OF LULING:

By: \_\_\_\_\_  
CJ Watts  
Mayor

Date: \_\_\_\_\_



**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve an agreement between the County and Ben Courtney for repair and maintenance of the Seth Clock Tower.

**Costs:** \$4,600.00

**Agenda Speakers:** Judge Haden/Chase Goetz

**Backup Materials:** Attached

**Total # of Pages:** 5

**AGREEMENT BETWEEN  
CALDWELL COUNTY, TEXAS  
AND  
BEN COURTNEY  
FOR  
REPAIR AND MAINTENANCE OF THE SETH CLOCK TOWER**

This agreement is entered into between Caldwell County, Texas, (“the County”) a political subdivision of the State of Texas, and Ben Courtney (“Contractor”), 1801 Bebee Road, Kyle, Texas 78640. The County and Contractor may also be referred to individually as a “Party,” or collectively as the “Parties.”

**WHEREAS**, the County has previously entered into a maintenance agreement with Contractor for the repair and maintenance of the Seth Clock Tower with the Contractor;

**WHEREAS**, the County continues to need professional Clock Tower repair and maintenance; and

**WHEREAS**, Contractor desires to enter into a maintenance agreement with the County under the same terms as previous years.

**NOW THEREFORE**, for the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

**ARTICLE I  
TERM & TERMINATION**

**Section 1.01. INITIAL TERM.** Regardless of the execution date of this Agreement, the initial term will begin on October 1, 2023, and expire on September 30, 2024.

**Section 1.02. RENEWAL TERM.** This Agreement will renew annually automatically on October 1 following the initial term and any subsequent renewal term, unless a Party provides the other Party with a notice of termination no later than August 31.

**ARTICLE II  
CONTRACTOR OBLIGATIONS**

**Section 2.01. MAINTENANCE.** Contractor will service the Clock Tower weekly, including required maintenance, minor repairs, and time adjustments. At least once per year, Contractor will also clean and lubricate the Clock Tower. All maintenance, repair, adjustment, cleaning, and lubrication will conform to industry standards.

**Section 2.02. DAYLIGHT SAVINGS TIME.** In addition to any weekly obligations under Section 2.01, Contractor will ensure that the Clock Tower accurately displays Daylight Savings Time.

**Section 2.03. ON-CALL SERVICES.** Contractor will make himself available for unexpected stoppages or adjustments.

**Section 2.04. CERTIFICATE OF LIABILITY INSURANCE.** Contractor will provide a certificate of liability insurance demonstrating that Contractor has liability insurance in an amount not less than \$500,000. Contractor shall maintain this level of coverage for the term of this contract.

**ARTICLE III.  
COUNTY OBLIGATIONS**

**Section 3.01. PAYMENT.** The County will make a one-time payment to Contractor in the amount of \$4,600.00.

**ARTICLE IV.  
DEFAULT, TERMINATION, AND REMEDIES**

**Section 4.01. TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement without cause by providing the other party notice of termination at least 30 days prior to the termination date identified in said notice.

**Section 4.02. NONCOMPLIANCE WITH OBLIGATIONS.** Subject to Section 5.02, if, at any time during the term of this Agreement, Contractor is not in compliance with the obligations as provided in this Agreement, the County will provide Contractor an opportunity to cure its noncompliance pursuant to Section 4.03. If such non-compliance is not cured within thirty (30) days after Contractor's receipt of such notice then Contractor shall be considered in breach of this Agreement. In the event Contractor breaches this agreement, the County may terminate this Agreement without additional notice.

**Section 4.03. NOTICE OF NON-COMPLIANCE.** At any time during the term of this agreement that Contractor is not in compliance with its obligations this Agreement, the County may send Contractor notice of such non-compliance.

**Section 4.04. REFUND FOLLOWING EARLY TERMINATION.** In the event of this Agreement is terminated prior to expiration, Contractor will refund to the County the total payment amount prorated according to any remaining maintenance periods in the initial and any subsequent renewal term. Contractor's pro rata refund obligation shall survive the expiration or other termination of this Agreement until paid.

**ARTICLE V  
MISCELLANEOUS**

**Section 5.01. SEVERABILITY.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions.

**Section 5.02. FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule,

regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

**Section 5.03. NOTICE.** Any notice required under this Agreement will be given in writing and may be effected by certified or registered mail, return receipt requested, to the following:

<b>TO COUNTY:</b>	Caldwell County Attn: County Judge 110 S. Main Street, Room 101 Lockhart, Texas 78644
<b>WITH A COURTESY COPY TO:</b>	District Attorney's Office Attn: Civil Division 1703 S. Colorado St., Box 5 Lockhart, Texas 78644
<b>TO CONTRACTOR:</b>	Ben Courtney 1801 Bebee Road Kyle, Texas 78640

Any party to this Agreement may provide a change of address by written notice to the other party.

**Section 5.04. LIABILITY.** All parties to this Agreement agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

**Section 5.05. WAIVER.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement except by written instrument of the party charged with such waiver and estoppel.

**Section 5.06. VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County, Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of

the performance of this Agreement. This Agreement will be governed and interpreted by the laws of the State of Texas.

- Section 5.07. ENTIRE AGREEMENT.** This Agreement, including any exhibits or attachments, contains the entire agreement between the County and the Contractor concerning the duties required by this Agreement. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Agreement concerning any of the terms in this Agreement. Except otherwise specified in this Agreement, no modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 5.08. PLURALITY, GENDER, AND HEADINGS.** In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 5.09. NO JOINT VENTURE.** Nothing in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of the other for acts of the other or obligations of another.
- Section 5.10. DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of Agreement default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- Section 5.11. ASSIGNMENT.** The Parties may not assign their rights and interests under this Agreement to any other party, unless approved in writing by the Parties. In the event of such assignment or in the event of legal succession of a Party's interest in this Agreement by operation of law, this Agreement shall be binding on the assignees and inure to the benefit of the Parties.
- Section 5.13. REVIEW BY COUNSEL.** The County and the Contractor acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- Section 5.14. SIGNATORY WARRANTY.** The signatories for the County and the Contractor represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution

and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

**Section 5.09. Indemnification.** Contractor agrees that the County is free from liability and claim for damages by reason of an injury to any person or persons, including Contractor, or property of any kind whatsoever and to whomsoever while in, upon or in any way connected with the Clock Tower during the term of this Agreement and any renewal hereof. Contractor indemnifies and holds harmless the County from all liability, loss, costs, and obligations on account of or arising out of any such injuries or losses, however occurring, unless caused by the sole and willful misconduct of the County, its agents, or its employees. The provisions of this Section shall survive the expiration or other termination of this Agreement.

**Section 5.10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

This Agreement between Caldwell County and Contractor is hereby executed in duplicate originals, to be effective as of the date of the latest signature below.

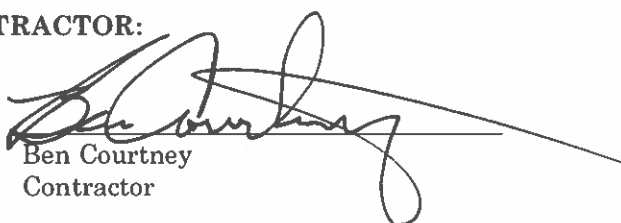
**CALDWELL COUNTY, TEXAS:**

By: \_\_\_\_\_  
Judge Hoppy Haden  
Caldwell County Judge

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

**CONTRACTOR:**

By:   
Ben Courtney  
Contractor

Date: 17 Oct 23

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve a professional services agreement between the County and Someday Strategies, LLC, for professional oversight of pre-construction activities for the evacuation center.

**Costs:** \$49,000.00

**Agenda Speakers:** Judge Haden/Chase Goetz

**Backup Materials:** Attached

**Total # of Pages:** 4

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CALDWELL COUNTY  
AND  
SOMEDAY STRATEGIES, LLC  
FOR  
PROFESSIONAL OVERSIGHT OF PRE-CONSTRUCTION ACTIVITIES**

**WHEREAS**, Caldwell County (the “County”) is a political subdivision of the State of Texas acting by and through its Commissioners Court;

**WHEREAS**, Someday Strategies, LLC, (“Contractor”) is a limited liability company organized under the laws of the State of Texas that provides construction consulting services;

**WHEREAS**, the County seeks to contract with Contractor to provide professional oversight of pre-construction activities for a proposed evacuation center located within Caldwell County (the “Project”);

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the County and Contractor do hereby agree as follows:

**ARTICLE I  
OBLIGATIONS OF COUNTY AND CONTRACTOR**

- Section 1.01. **SERVICES.** Contractor will consult with and provide guidance to Project architects and engineers to reduce pre-construction costs and assist in developing evacuation center schematics closer to the County’s budgetary requirements, and to finalize pre-construction documents for submittal to the County, to be incorporated in Project Requests for Bid.
- Section 1.02. **MAXIMUM COSTS.** Contractor will be compensated for work on an hourly-charge basis. Contractor will invoice the County for services rendered, not to exceed \$49,000.00. Contractor acknowledges that any work done in excess of \$49,000.00 is not authorized by the County.
- Section 1.03. **PAYMENT.** County will pay submitted invoices within 30 days of its receipt of said invoice, not to exceed \$49,000.00.

**ARTICLE II  
TERM AND TERMINATION**

- Section 2.01. **TERM.** Regardless of the execution date of this Agreement, the initial term will begin on October 1, 2023, and expire on September 30, 2024.
- Section 2.02. **RENEWAL TERMS.** This Agreement may be renewed annually upon execution of a writing evidencing the Parties decision to renew. Any renewal term will begin on October 1 following the end of the prior term, and continue until September 30 of the following year.
- Section 2.03. **TERMINATION.** A party may terminate this Agreement for convenience by providing 30-days’ notice to the other Party.



**ARTICLE III  
MISCELLANEOUS**

- Section 3.01. **ENTIRE AGREEMENT.** This Agreement, including any exhibits or attachments, contains the entire agreement between the County and the Contractor concerning the duties required by this Agreement. The Parties hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Agreement concerning any of the terms in this Agreement. Except otherwise specified in this Agreement, no modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 3.02. **PLURALITY, GENDER, AND HEADINGS.** In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 3.03. **WAIVER.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement except by written instrument of the party charged with such waiver and estoppel.
- Section 3.04. **DEFAULT, NON-WAIVER, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of Agreement default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages. The waiver by any Party of a breach of this shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by any Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- Section 3.05. **ASSIGNMENT.** The Parties may not assign their rights and interests under this Agreement to any other party, unless approved in writing by the Parties. In the event of such assignment or in the event of legal succession of a Party's interest in this Agreement occurs by operation of law, this Agreement shall be binding on the assignees and inure to the benefit of the Parties.
- Section 3.06. **WORK PRODUCT.** Any and all product, whether in the form of calculations, letters, findings, opinions, or any other documents generated under the terms of this Agreement are the property of Caldwell County, and are to be provided to the County within 30 days of the expiration or termination of this Agreement. Contractor has a right to retain a copy of all documents under this Section for record-keeping purposes.
- Section 3.07. **SEVERABILITY.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement, and the Parties will perform their obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms and provisions of this Agreement.
- Section 3.08. **OTHER INSTRUMENTS.** The Parties agree that they will execute other and further instruments or any other documents as may become necessary or convenient to effectuate and carry out this Agreement.

Section 3.09. **VENUE, JURISDICTION, AND CHOICE OF LAW.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Agreement. This Agreement will be governed and interpreted by the laws of the State of Texas.

Section 3.10. **MEDIATION.** When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023, Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential, unless all Parties agree, in writing, to waive confidentiality. Notwithstanding the foregoing, the Parties acknowledge the County's duty to comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

Section 3.11. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this Agreement requires written notice to and written approval by the Parties. Whenever this Agreement requires any consent, approval, notice, request, or demand, the writing must be delivered to the other Party. Any required writing under this Section will be deemed to have been given when personally delivered, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified as follows:

**TO COUNTY:** Caldwell County  
Attn: County Judge  
110 S. Main Street, Room 101  
Lockhart, Texas 78644

**WITH A COURTESY COPY TO:** District Attorney's Office  
Attn: Civil Division  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

**TO CONTRACTOR:** Someday Strategies, LLC  
Attn: John Cyrier  
1301 Westwood Road  
Lockhart, Texas 78644

Any party to this Agreement may provide a change of address by written notice to the other party.

Section 3.12. **REVIEW BY COUNSEL.** The County and the Contractor acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting

party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.

Section 3.13. **SIGNATORY WARRANTY.** The signatories for the County and the Contractor represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

Section 3.14. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same instrument.

This Agreement between Caldwell County and Contractor is hereby executed in duplicate originals, to be effective as of the date of the latest signature below.

**CALDWELL COUNTY, TEXAS:**

By: \_\_\_\_\_  
Judge Hoppy Haden  
Caldwell County Judge

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Teresa Rodriguez  
Caldwell County Clerk

**CONTRACTOR:**

By:  \_\_\_\_\_  
John Cyrier  
Managing Member  
Someday Strategies, LLC

Date: Oct 17, 2023

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve a development agreement between the County and RODG DT Lockhart PropCo, LLC for The Gristmill at Prairie Lea, an approximately 346.047-acre subdivision located at SH 80 and Plant Road.

**Costs:** \$0.00

**Agenda Speakers:** Commissioner Horne/Kasi Miles/Tracy Bratton

**Backup Materials:** Attached

**Total # of Pages:** 18

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between Caldwell County, a political subdivision of the state of Texas (“County”), and RODG DT Lockhart PropCo, LLC (hereinafter “Declarant”), a Texas Limited Liability Company (“Declarant”). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge.

**WHEREAS**, Declarant has acquired **346.047** acres of real property, which is more particularly described in **Exhibit A-1 and Exhibit A-2**, attached hereto (the “Property”); and

**WHEREAS**, Declarant desires to subdivide and develop the property as generally depicted on **Exhibit B**, attached hereto (the “Project”); and

**WHEREAS**, the County and Declarant desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

**WHEREAS**, This Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the interest of both parties.

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant agree as follows:

### 1. General Terms and Conditions

- a. The “Project” is defined as the subdivision and development of the Property, together with all related construction, drainage, detention and other improvements to be constructed or implemented on the Property.
- b. Declarant desires to subdivide and develop a portion of the Property as depicted on **Exhibit B**, attached hereto and incorporated by reference, to be known as **The Gristmill at Prairie Lea**, consisting of up to **1,300** lots or residential units.
- c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

### 2. Declarant Obligations

- a. Declarant will implement, at a minimum, Deed Restrictions and/or Restrictive Covenants that encumber each lot, tract or parcel, to include the following terms and conditions:
- b. All construction within the Project will consist of site-built structures, specifically excluding mobile homes, manufactured homes, and recreational vehicles. Temporary manufactured homes and recreation vehicles are allowed on the property for the sole purpose of establishing a resident to meet TCEQ requirements for creating a Municipal Utility District (MUD), for the purpose of supporting construction activities, and for sales activities directly related to selling homes. These temporary structures shall be removed from the property upon completion of these temporary activities.
- c. The deed restrictions shall include the following Dark Sky provision:

“Any light fixture used for exterior illumination must be fully shielded, pointed downward and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, “Fully Shielded” means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.”

d. Approximately 50.5 acres of open space or parkland shall be provided within the Project Limits. No portion of this designated area is located within existing FEMA Floodplain. Seventy percent of the open space and parkland facility acreage will be located outside of any drainage easements, drainage lots, or detention ponds designated on the property. All open space and parkland facilities will be maintained by the Home Owners Association, Property Owners Association, or another entity approved by County (ie., MUD). Over four thousand (4,000) linear feet of natural trails will be constructed within the aforementioned open space/parkland areas. A ¼-acre pocket park will be set aside on this tract for every 200 residential units.

f. Any and all sidewalks, trails, street lighting, storm sewers, alleys, and detention facilities constructed by Declarant shall be dedicated and maintained by Home Owners Association, Property Owners Association, or another entity approved by the County (ie., MUD) established for the purpose of owning and managing the common land or amenities and whose documents have been accepted and/or approved by the County.

h. A twenty (20) acre tract will be donated to Prairie Lea Independent School District on the tract illustrated in Exhibit E. The school tract shall be designed so traffic queuing is internal and does not negatively impact any public roadways.

g. The Residential designation shown on the Concept Plan shall allow for lot widths thirty-five feet (35') or greater. Lots with a width less than forty feet (40') shall be alley loaded with access through the street frontage prohibited. Specific development regulations for each proposed residential use is contained in Exhibit C-Lot Development Regulations. This development shall be limited to no more than 1,300 residential units across the subject area. Areas designated as multi-family or MF in exhibit E shall also allow single-family residential uses or RMD.

i. All single-family detached homes shall contain a minimum of a 2-car garage.

j. All single-family detached driveways shall be a minimum of twenty feet (20') in depth as measured from the right-of-way or alley and sixteen feet (16') in width.

k. All single-family attached and multi-family units shall provide a minimum of 2 parking spaces per unit plus 1 additional spot every 4 dwelling units.

l. All commercial uses will be required to follow parking requirements outlined in Chapter 64, Section VII, Appendix II of the City of Lockhart Code of Ordinances. Permitted commercial uses for this development are contained in Exhibit D.

m. All commercial and multi-family uses shall comply with the 2018 or earlier version of the International Fire Code (IFC), including streets, private roads, access drives as it specifically relates to fire access and adequate fire flow supply per the IFC.

n. A single shade tree shall be provided for each residential lot per the City of Austin preferred plant list. Existing trees above 3" can also be used to meet this requirement. These trees shall be planted within the ROW between sidewalk and back of curb for alley loaded lots and within the building setback for all non-alley loaded lots. Planting zones for local roads where trees are planted between the back of curb and sidewalk shall be a minimum of 12' wide. Planting zones for collector or arterial roads where trees are planted between the back of curb and sidewalk shall be a minimum of 12' wide. Residential lot owners will be responsible for maintenance of street trees along their Right of Way frontage.

o. The Parties shall execute a license agreement to maintain all non-standard improvements within the rights-of-way.

p. Residential structures shall have a minimum 30-foot building setback from hydrocarbon-carrying pipeline easements.

q. Developer shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such cost.

r. Declarant and County agree that subsequent development of the Project, if in phases, shall comply with all Caldwell County rules regulating subdivision of real property, development, and construction, subject to paragraph 3 below.

s. The Declarant will dedicate 50 feet of Right-of-Way from the centerline of Callihan Road.

t. The Declarant will dedicate 60 feet of Right-of-Way to the County from the centerline of Plant Road.

u. The Declarant shall require the wastewater treatment plant serving the property to have a TCEQ permitted discharge standard meeting or exceeding the following:

Biological Oxygen Demand (5-Day), mg/l: 5

Total Suspended Solids, mg/l: 5

Ammonia Nitrogen, mg/l: 2

Total Phosphorus, mg/l: 1

**3. County Obligations.** Caldwell County Commissioners court has met to consider this agreement, including the variances detailed in Exhibit B, and after a public hearing, has approved this agreement along with the variances detailed in Exhibit B. County hereby approves the variances contained in Exhibit B. attached hereto, and agrees to permit development and construction of the Project in accordance with the variances . Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.

**4. Actions Performable.** The County and the Declarant agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

**5. Default.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement

**6. Governing Law.** The County and Declarant agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

**7. Changes in writing.** Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

**8. Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**9. Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

**10. Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

**11. Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Judge  
110 S. Main St., Rm. 101  
Lockhart, TX 78644

With copy to:  
Caldwell County Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Declarant: RODG DT Lockhart PropCo, LLC  
2121 E. 6<sup>th</sup> St.  
Austin, TX 78702

With copy to: Jackson Walker c/o Pam Madere  
100 Congress Avenue, Suite #1100  
Austin, TX 78701

**12. Force Majeure.** Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

**13. Assignment.** This Agreement may not be assigned by the Declarant without the written consent of the Caldwell County Commissioners Court, not to be unreasonably withheld. Since this agreement binds subsequent owners of the subject tract, the agreement should automatically be assigned to successor owners.

**14. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.



**15. Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

**16. Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. This Agreement shall be effective on Declarant's recording of this Agreement in the Official Public Records of Caldwell County, Texas.

**[THIS SECTION LEFT INTENTIONALLY BLANK]  
[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS THEREOF**, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

The State of Texas,  
County of Caldwell,

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

DECLARANT:

RODG DT Lockhart PropCo, LLC

By: Tom Staub

Title: Chief Executive Officer

The State of Texas,  
County of Caldwell,

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

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

# Exhibit A-1

## LEGAL DESCRIPTION

**BEING** a **346.047 acre** tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas, and being all of the 177.383 acres described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005331 of said Official Public Records, and all of the 71.040 acres as described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005329 of said Official Public Records; and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

**THENCE North 63°06'21" West**, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of **1260.34 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southerly corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

**THENCE** along the common line of said 21.63 acre tract the following four (4) bearings and distances:

**North 48°24'15" East**, a distance of **1092.44 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

**North 40°31'44" West**, a distance of **636.19 feet** to a 6 inch wood fence corner post found;

**South 50°09'29" West**, a distance of **387.75 feet** to a 6 inch wood fence corner post found

**North 32°18'30" West**, a distance of **549.25 feet** to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

**THENCE North 50°16'07" East**, along the Northwest line of said Tract Seven, a distance of **309.22 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Meneley Betty Life Estate, as recorded in Instrument No. 2018-006136 of said Official Public Records;

**THENCE North 49°28'16" East**, along the Northwest line of said 17 acre tract, a distance of **466.53 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

**THENCE North 48°27'41" East**, along the Northwest line of said 23 acre tract, a distance of **821.76 feet** to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

**THENCE North 41° 32' 05" West**, with the Northeast line of said 17 acre tract and a Southwest line of said 177.383 acre tract, a distance of **1,645.40 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called 119 acre tract of land (Parcel One) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

**THENCE North 48° 22' 55" East**, with the Southeast line of said 119 acre tract, a distance of **1,032.50 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

**THENCE North 41° 09' 05" West**, with the Northeast line of said 119 acre tract, a distance of **1,566.40 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called .75 acre tract of land to Prairie Lea Hispanic Cemetery and for the Northeast corner of a called 4.6 acre tract of land known as the San Juan cemetery;

**THENCE North 52° 40' 55" East**, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of **102.90 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

**THENCE North 41° 58' 05" West**, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of **355.60 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for an angle point in the Northeast line of said Prairie Lea Public cemetery;

**THENCE** with said Prairie Lea Public cemetery the following three (3) courses and distances:

**North 57° 52' 05" West**, a distance of **12.60 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 49° 19' 55" West**, a distance of **89.10 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**North 44° 40' 05" West**, a distance of **81.50 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodsman Of The World cemetery;

**THENCE North 49° 13' 55" East**, with the Southeast line of said Woodsman cemetery, a distance of **450.30 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the West corner thereof;

**THENCE North 42° 01' 16" West**, with the Northeast line of said Woodsman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of the Real Property Records of said County, a distance of **604.33 feet** to a 1/2 inch capped iron rod found (illegible red cap) on the Southeast line of Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.383 acres;

**THENCE North 47° 51' 56" East**, with the Southeast line of said Callihan Road and the Northwest line of said 177.383 acres, a distance of **246.83 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner of a called 124.611 acre tract of land described as "Parcel One" in the deed to Grigio Partners, Ltd. as recorded in Volume 201, Page 577 of said Official Public Records and the Northeast corner of said 177.383 acres;

**THENCE** with the West line of said Parcel One and the East line of said 177.383 acres the following five (5) courses and distances:

**South 41° 02' 42" East**, a distance of **2,028.20 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 42° 06' 05" East**, a distance of **2,230.30 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**North 48° 06' 55" East**, a distance of **649.50 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 35° 38' 05" East**, a distance of **115.00 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 41° 00' 17" East**, a distance of **1,438.28 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 00° 18' 51" East**, a distance of **20.71 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Southeast corner of said 177.383 acre tract and the North corner of 71.040 acres;

**THENCE South 40° 28' 30" East**, with the Northeast line of said 71.040 acre tract and continuing along the Southwest line of said Parcel One, a distance of **1,103.67 feet** to a 3/8 inch iron rod found on the Northeast line of said Plant Road for the West corner of said 71.040 acres and the Southwest corner of said Parcel One;

**THENCE** with the Northwest line of said Plant Road and the Southeast line of said 71.040 acres the following four (4) courses and distances:

**South 48° 07' 47" West**, a distance of **464.00 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 48° 13' 31" West**, a distance of **762.10 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 49° 15' 28" West**, a distance of **392.64 feet** to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

**South 49° 01' 02" West**, a distance of **1,182.57 feet** a 5/8 inch iron rod found on said Northwest Right-of-Way line for the Southeast corner of a called one-fourth of an acre described as Tract 1 "The Shannon Tract" as recorded in Volume 24, Page 835 of said Deed Records, Same being the South corner of said 71.040 acres;

**THENCE North 40° 30' 12" West**, with the Southwest line of said 71.040 acre tract, a distance of **1,095.52 feet** to a Five Inch wood fence corner post found for the North corner of a called 2 acre tract described as Tract 111 McKinney Tract, also known as "The Home Place" in deed to Josephine Harris Roberts as recorded in said Volume 24, Page 835, and being on the Southeast line of said Tract Six;

**THENCE South 48°56'26" West**, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of **97.87 feet** to 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Tract Three, same being the Northwest corner of said "Tract 111 McKinney Tract";

**THENCE South 40°26'11" East**, along the common line of said 17.43 acre tract and said "Tract 111 McKinney Tract," a distance of **879.24 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said "Tract 111 McKinney Tract," same being the East corner of said 17.43 acre tract;

**THENCE** along the Southeast line of said 17.43 acre tract the following courses and distances:

**South 48°44'22" West**, a distance of **149.46 feet** to a 5/8 inch iron rod found;

**South 49°28'38" West**, at 48.15 feet passing a 1 inch iron pipe found for the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of **200.42 feet** to a 5/8 inch iron rod found;

**South 49°21'04" West**, a distance of **305.47 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

**South 48°56'15" West**, a distance of **95.67 feet** to a 1/2 inch iron rod found;

**South 49°20'15" West**, a distance of **200.11 feet** to a 1/2 inch iron rod found;

**South 45°31'47" West**, a distance of **145.17 feet** to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

**THENCE North 62°06'11" West**, along the common line of said Jackson tract and said 17.43 acre tract, a distance of **112.57 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Jackson tract;

**THENCE South 44°55'49" West**, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of **239.48 feet** to the POINT OF BEGINNING, containing **346.047 acre** of land, more or less.

CALDWELL COUNTY, TEXAS  
A 346.047 ACRE TRACT SITUATED IN JOHN HENRY SURVEY, ABSTRACT NO. 12  
CALDWELL COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a 346.047 acre tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas, and being all of the 177.383 acres described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005331 of said Official Public Records, and all of the 71.040 acres as described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005329 of said Official Public Records, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

**THENCE North 63°06'21" West**, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of 1260.34 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southern corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

**THENCE** along the common line of said 21.63 acre tract the following four (4) bearings and distances:  
**North 48°24'15" East**, a distance of 1092.44 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;  
**North 40°31'44" West**, a distance of 636.19 feet to a 6 inch wood fence corner post found;  
**South 50°09'29" West**, a distance of 387.75 feet to a 6 inch wood fence corner post found;  
**North 32°18'30" West**, a distance of 549.25 feet to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

**THENCE North 50°16'07" East**, along the Northwest line of said Tract Seven, a distance of 309.22 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Menely Betty Life Estate, as recorded in Instrument No. 2018-006136 of said Official Public Records;

**THENCE North 49°28'16" East**, along the Northwest line of said 17 acre tract, a distance of 466.53 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

**THENCE North 48°27'41" East**, along the Northwest line of said 23 acre tract, a distance of 821.76 feet to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

**THENCE North 41°32'05" West**, with the Northeast line of said 17 acre tract and a Southwest line of said 177.383 acre tract, a distance of 1,645.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called 119 acre tract of land (Parcel One) described in Deed to Menely Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

**THENCE North 48°22'55" East**, with the Southeast line of said 119 acre tract, a distance of 1,032.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

**THENCE North 41°09'05" West**, with the Northeast line of said 119 acre tract, a distance of 1,566.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called .75 acre tract of land to Prairie Lea Hispanic Cemetery and for the Northeast corner of a called 4.6 acre tract of land known as the San Juan Cemetery;

**THENCE North 52°40'55" East**, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of 102.90 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

**THENCE North 41°58'05" West**, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of 355.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for an angle point in the Northeast line of said Prairie Lea Public cemetery;

**THENCE** with said Prairie Lea Public cemetery the following three (3) courses and distances:  
**North 57°52'05" West**, a distance of 12.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 49°19'55" West**, a distance of 89.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**North 44°40'05" West**, a distance of 81.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodman Of The World cemetery;

**THENCE North 49°13'55" East**, with the Southeast line of said Woodman cemetery, a distance of 450.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the West corner thereof;

**THENCE North 42°01'16" West**, with the Northeast line of said Woodman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of the Real Property Records of said County, a distance of 604.33 feet to a 1/2 inch capped iron rod found (illegible red cap) on the Southeast line of Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.383 acres;

**THENCE North 47°51'56" East**, with the Southeast line of said Callihan Road and the Northwest line of said 177.383 acres, a distance of 246.83 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner of a called 124.611 acre tract of land described as "Parcel One" in the deed to Grigo Partners, Ltd. as recorded in Volume 201, Page 577 of said Official Public Records and the Northeast corner of said 177.383 acres;

**THENCE** with the West line of said Parcel One and the East line of said 177.383 acres the following five (5) courses and distances:  
**South 41°02'12" East**, a distance of 2,028.20 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 42°06'05" East**, a distance of 2,230.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**North 48°06'55" East**, a distance of 649.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 35°38'05" East**, a distance of 115.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 41°00'17" East**, a distance of 1,438.28 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 00°18'51" East**, a distance of 20.71 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Southeast corner of said 177.383 acre tract and the North corner of said 71.040 acres;

**THENCE South 40°28'30" East**, with the Northeast line of said 71.040 acre tract and continuing along the Southwest line of said Parcel One, a distance of 1,034.67 feet to a 3/8 inch iron rod found on the Northeast line of said Plant Road for the West corner of said 71.040 acres and the Southwest corner of said Parcel One;

**THENCE** with the Northwest line of said Plant Road and the Southeast line of said 71.040 acres the following four (4) courses and distances:  
**South 48°07'47" West**, a distance of 464.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 48°13'31" West**, a distance of 762.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 49°15'18" West**, a distance of 392.64 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;  
**South 49°01'02" West**, a distance of 1,182.57 feet to a 5/8 inch iron rod found on said Northwest Right-of-Way line for the Southeast corner of a called one-fourth of an acre described as Tract 1 "The Shannon Tract" as recorded in Volume 24, Page 835 of said Deed Records, Same being the South corner of said 71.040 acres;

**THENCE North 40°30'12" West**, with the Southwest line of said 71.040 acre tract, a distance of 1,095.52 feet to a Five Inch wood fence corner post found for the North corner of a called 2 acre tract described as Tract 111 McKinney Tract, also known as "The Home Place" in deed to Josephine Harris Roberts as recorded in said Volume 24, Page 835, and being on the Southeast line of said Tract Six;

**THENCE South 48°56'26" West**, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of 97.87 feet to 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Tract Three, same being the Northwest corner of said "Tract 111 McKinney Tract";

**THENCE South 40°26'11" East**, along the common line of said 17.43 acre tract and said "Tract 111 McKinney Tract," a distance of 879.24 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said "Tract 111 McKinney Tract," same being the East corner of said 17.43 acre tract;

**THENCE** along the Southeast line of said 17.43 acre tract the following courses and distances:  
**South 48°44'22" West**, a distance of 149.46 feet to a 5/8 inch iron rod found;  
**South 49°28'38" West**, at 48.15 feet passing a 1 inch iron pipe found on the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of 200.42 feet to a 5/8 inch iron rod found;

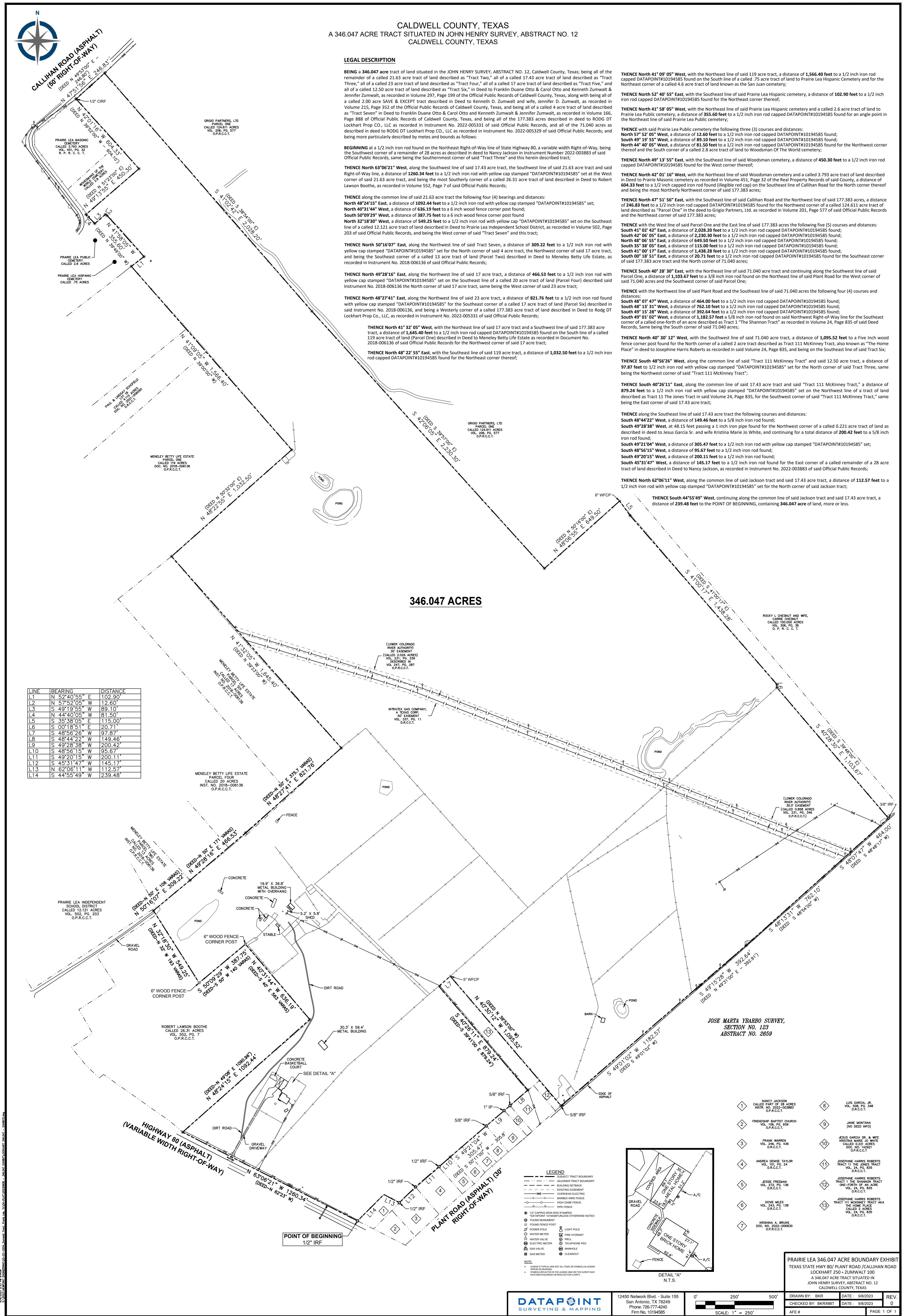
**South 49°23'04" West**, a distance of 305.47 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;  
**South 48°56'15" West**, a distance of 95.67 feet to a 1/2 inch iron rod found;  
**South 49°20'15" West**, a distance of 200.11 feet to a 1/2 inch iron rod found;  
**South 45°31'47" West**, a distance of 145.17 feet to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

**THENCE North 62°06'11" West**, along the common line of said Jackson tract and said 17.43 acre tract, a distance of 112.57 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Jackson tract;

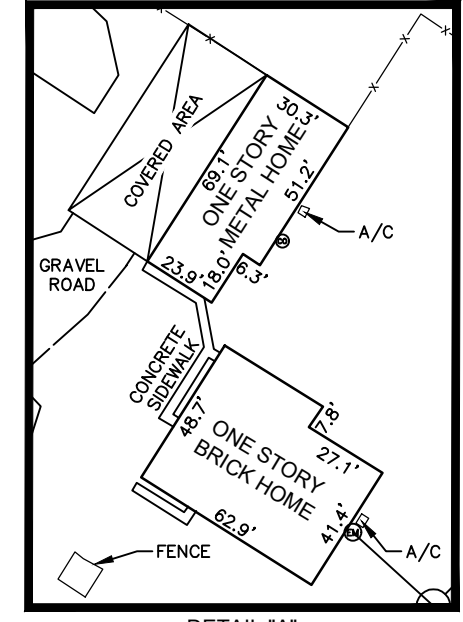
**THENCE South 44°55'49" West**, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of 239.48 feet to the POINT OF BEGINNING, containing 346.047 acre of land, more or less.

346.047 ACRES

LINE	BEARING	DISTANCE
L1	N 52°40'55" E	102.90'
L2	N 57°52'05" W	12.60'
L3	S 49°19'55" W	89.10'
L4	N 44°40'05" W	81.50'
L5	S 35°38'05" E	115.00'
L6	S 00°18'51" E	20.71'
L7	S 48°56'26" W	97.87'
L8	S 48°44'22" W	149.46'
L9	S 49°28'38" W	200.42'
L10	S 48°56'15" W	95.67'
L11	S 49°20'15" W	200.11'
L12	S 45°31'47" W	145.17'
L13	N 62°06'11" W	112.57'
L14	S 44°55'49" W	239.48'



- |   |   |    |   |
|---|---|----|---|
| 1 | NANCY JACKSON<br>CALLED PART OF 28 ACRES<br>W/ST. 34. ACRES<br>D.P.R.C.C.T. | 8  | LUIS GARCIA, JR.<br>VOL. 208, PG. 348<br>D.P.R.C.C.T.   |
| 2 | FRIENDSHIP BAPTIST CHURCH<br>VOL. 106, PG. 609<br>D.P.R.C.C.T.              | 9  | JANE MONTANA<br>(NO DEED INFO)  |
| 3 | FRANK WARREN<br>VOL. 244, PG. 436<br>D.P.R.C.C.T.                           | 10 | JESUS GARCIA SR. & WIFE<br>KRISTINA MARIE JO WHITE<br>CALLED 0.221 ACRES<br>DOC. NO. 142921<br>D.P.R.C.C.T.                   |
| 4 | ANDREA DENISE TAYLOR<br>VOL. 101, PG. 24<br>D.P.R.C.C.T.                    | 11 | JOSEPHINE HARRIS ROBERTS<br>TRACT 11 THE JONES TRACT<br>VOL. 24, PG. 835<br>D.P.R.C.C.T.                                      |
| 5 | JESSE FREEMAN<br>VOL. 272, PG. 138<br>D.P.R.C.C.T.                          | 12 | JOSEPHINE HARRIS ROBERTS<br>TRACT 11 MOONEY TRACT AKA<br>ONE-FOURTH OF AN ACRE<br>VOL. 24, PG. 835<br>D.P.R.C.C.T.            |
| 6 | DOVE MILES<br>VOL. 243, PG. 138<br>D.P.R.C.C.T.                             | 13 | JOSEPHINE HARRIS ROBERTS<br>TRACT 11 MOONEY TRACT AKA<br>THE HOME PLACE<br>CALLED 2 ACRES<br>VOL. 24, PG. 835<br>D.P.R.C.C.T. |
| 7 | VRINDHA A. BRUNS<br>DOC. NO. 2022-005830<br>D.P.R.C.C.T.                    |    |   |



‘Exhibit B’  
Approved Variances

Ordinance #	Current Code	Proposed Variance																		
A.3 (B)	The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. The minimum lot size does not apply to lots designated by platnote for landscaping, drainage detention, parks, open space, or other common community uses.	The minimum lot size for residential tracts shall be 3,500 square feet.																		
A.3 (F)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Road Type</th> <th style="text-align: center;">Minimum Lot Frontage</th> <th style="text-align: center;">Building Setbacks</th> </tr> </thead> <tbody> <tr> <td>Local Streets</td> <td style="text-align: center;">70’</td> <td style="text-align: center;">20’</td> </tr> <tr> <td>Minor Collector</td> <td style="text-align: center;">100’</td> <td style="text-align: center;">25’</td> </tr> <tr> <td>Major Collector</td> <td style="text-align: center;">225’</td> <td style="text-align: center;">30’</td> </tr> <tr> <td>Minor Arterial</td> <td style="text-align: center;">300’</td> <td style="text-align: center;">30’</td> </tr> <tr> <td>Major Arterial</td> <td style="text-align: center;">375’</td> <td style="text-align: center;">30’</td> </tr> </tbody> </table>	Road Type	Minimum Lot Frontage	Building Setbacks	Local Streets	70’	20’	Minor Collector	100’	25’	Major Collector	225’	30’	Minor Arterial	300’	30’	Major Arterial	375’	30’	The minimum lot frontage for Local streets shall be 35’.
Road Type	Minimum Lot Frontage	Building Setbacks																		
Local Streets	70’	20’																		
Minor Collector	100’	25’																		
Major Collector	225’	30’																		
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C.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"></th> <th style="text-align: center;">Minimum offset between edges of adjacent driveways on the same side of the street.</th> </tr> </thead> <tbody> <tr> <td>Local street (Rural)</td> <td style="text-align: center;">75’</td> </tr> <tr> <td>Local street (curb/gutter)</td> <td style="text-align: center;">25’</td> </tr> <tr> <td>Collector Road</td> <td style="text-align: center;">150’</td> </tr> <tr> <td>Arterial</td> <td style="text-align: center;">300’</td> </tr> </tbody> </table>		Minimum offset between edges of adjacent driveways on the same side of the street.	Local street (Rural)	75’	Local street (curb/gutter)	25’	Collector Road	150’	Arterial	300’	The minimum offset between edges of adjacent driveways on the same side of the street shall be 10’ for Local streets with curb and gutter.								
	Minimum offset between edges of adjacent driveways on the same side of the street.																			
Local street (Rural)	75’																			
Local street (curb/gutter)	25’																			
Collector Road	150’																			
Arterial	300’																			
C.2.(6)	Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater.	Driveways connecting to Local streets are to be located no closer to the the corner of an intersecting right of way than 25 feet. Driveways connecting to all other street types are to be located no closer to the corner of an intersecting right of way than 50 feet.																		

**Exhibit C**

**Lot Development Requirements**

<b>Lot Width</b>	35'	40'	50'	60' or Larger
<b>Lot Type</b>	Single-Family Detached	Single-Family Detached	Single-Family Detached	Single-Family Detached
<b>Frontage Type</b>	Alley Load	Front Load	Front Load	Front Load
<b>Maximum Percentage of Overall Units</b>	20%	50%	50%	N/A
<b>Minimum Percentage of Overall Units</b>	N/A	N/A	N/A	5%



## Exhibit D Permitted Commercial Uses

The following uses are allowed by-right:

1. Business service establishments.
2. Financial institutions and offices.
3. Furniture, appliance, and vehicle parts sales. All repair areas shall be enclosed.
4. Wireless telecommunication facility
5. Indoor recreation, entertainment, and amusement facilities.
6. Mixed-use building.
7. Commercial processing or printing. No pollutant emissions.
8. Bingo parlor.
9. Parking lot or garage.
10. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
11. Light assembly/fabrication or custom handicraft manufacturing
12. Food processing and preparation plants open to the public for retail sales at least 24 hours per week.
13. Small engine repair.
14. Bar, tavern or lounge.
15. Cabinet or upholstery shop.
16. Hotel.
17. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
18. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
19. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
20. Veterinary clinics. No outside stables or kennels.
21. Package sales of alcoholic beverages.
22. Commercial processing, printing, laboratory, and research facilities and centers. No pollutant emissions.
23. Lumber, building, and construction materials sales and storage (no batch mixing).
24. Commercial outdoor recreation, entertainment and amusement.
25. Private autopsy facility.
26. Commercial indoor archery or firearms shooting range.
27. Limited industrial manufacturing.
28. Warehousing for local sales and distribution.
29. Home improvement center with outside display and storage.
30. Self-storage warehouse facility.
31. Farm machinery and heavy equipment sales, service, rental and storage.
32. Veterinary hospitals and kennels.

33. Food processing and preparation plants.
34. Agricultural product processing and sales. No animal processing. No pollutant emissions.
35. Manufactured home sales.
36. Welding or machine shop.
37. Recreational vehicle park.
38. Commercial outdoor recreation, entertainment and amusement.
39. Recycling facility for household recyclable materials only, whereby all material once deposited is completely hidden from view from any street or abutting property, and where any mechanical processing occurs within an enclosed building.
40. Commercial outdoor archery range.
41. Limited industrial manufacturing.
42. Cabin resort.
43. Wild game processing.
44. Agricultural, mechanical, chemical and electronic equipment manufacturing or processing plants.
45. Warehouses and terminals.
46. Research and administrative facilities.
47. Sales, service and repair facilities
48. Light assembly/fabrication or custom handicraft manufacturing.
49. Food processing and preparations plants.
50. Service facilities and suppliers furnishing goods and services primarily within this district.
51. Restaurants and drive-in convenience stores which provide goods and services primarily within this district.
52. Recycling facility.
53. Bulk storage of petroleum, chemical products or compounds, or agricultural commodities.

**Exhibit C****Lot Development Requirements**

<b>Lot Width</b>	35'	40'	50'	60' or Larger
<b>Lot Type</b>	Single-Family Detached	Single-Family Detached	Single-Family Detached	Single-Family Detached
<b>Frontage Type</b>	Alley Load	Front Load	Front Load	Front Load
<b>Maximum Percentage of Overall Units</b>	20%	50%	50%	N/A
<b>Minimum Percentage of Overall Units</b>	N/A	N/A	N/A	5%

## Exhibit D Permitted Commercial Uses



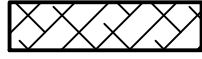


The following uses are allowed by-right:

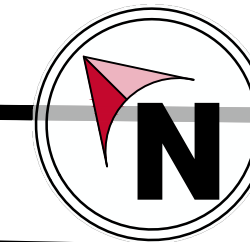
1. Business service establishments.
2. Financial institutions and offices.
3. Furniture, appliance, and vehicle parts sales. All repair and storage areas shall be enclosed.
4. Wireless telecommunication facility
5. Indoor recreation, entertainment, and amusement facilities.
6. Mixed-use building.
7. Bingo parlor.
8. Parking lot or garage.
9. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
10. Light assembly/fabrication or custom handicraft manufacturing
11. Small engine repair.
12. Bar, tavern or lounge.
13. Cabinet or upholstery shop.
14. Hotel.
15. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
16. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
17. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
18. Veterinary clinics. No outside stables or kennels.
19. Package sales of alcoholic beverages.
20. Commercial outdoor recreation, entertainment and amusement.
21. Commercial indoor archery or firearms shooting range.
22. Limited industrial manufacturing.
23. Warehousing for local sales and distribution.
24. Self-storage warehouse facility.
25. Farm machinery and heavy equipment sales, service, rental and storage.
26. Veterinary hospitals and kennels.
27. Welding or machine shop.
28. Commercial outdoor recreation, entertainment and amusement.
29. Limited industrial manufacturing.
30. Cabin resort.
31. Wild game processing.
32. Warehouse and terminals.

33. Research and administrative facilities.
34. Sales, service and repair facilities
35. Light assembly/fabrication or custom handicraft manufacturing.
36. Service facilities and suppliers furnishing goods and services primarily within this district.
37. Restaurants and drive-in convenience stores which provide goods and services primarily within this district.
38. Educational facilities including school (public or private) and day care
39. Churches
40. Medical Office, Dentist Office, Medical Laboratory services, Minor Emergency Clinic

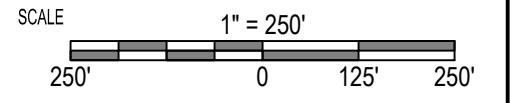
# Exhibit E

NOTE: COLLECTOR ROAD ALIGNMENTS ARE FOR EXHIBIT PURPOSES ONLY AND COULD BE REVISED WITH APPROVAL BY COUNTY ENGINEER.

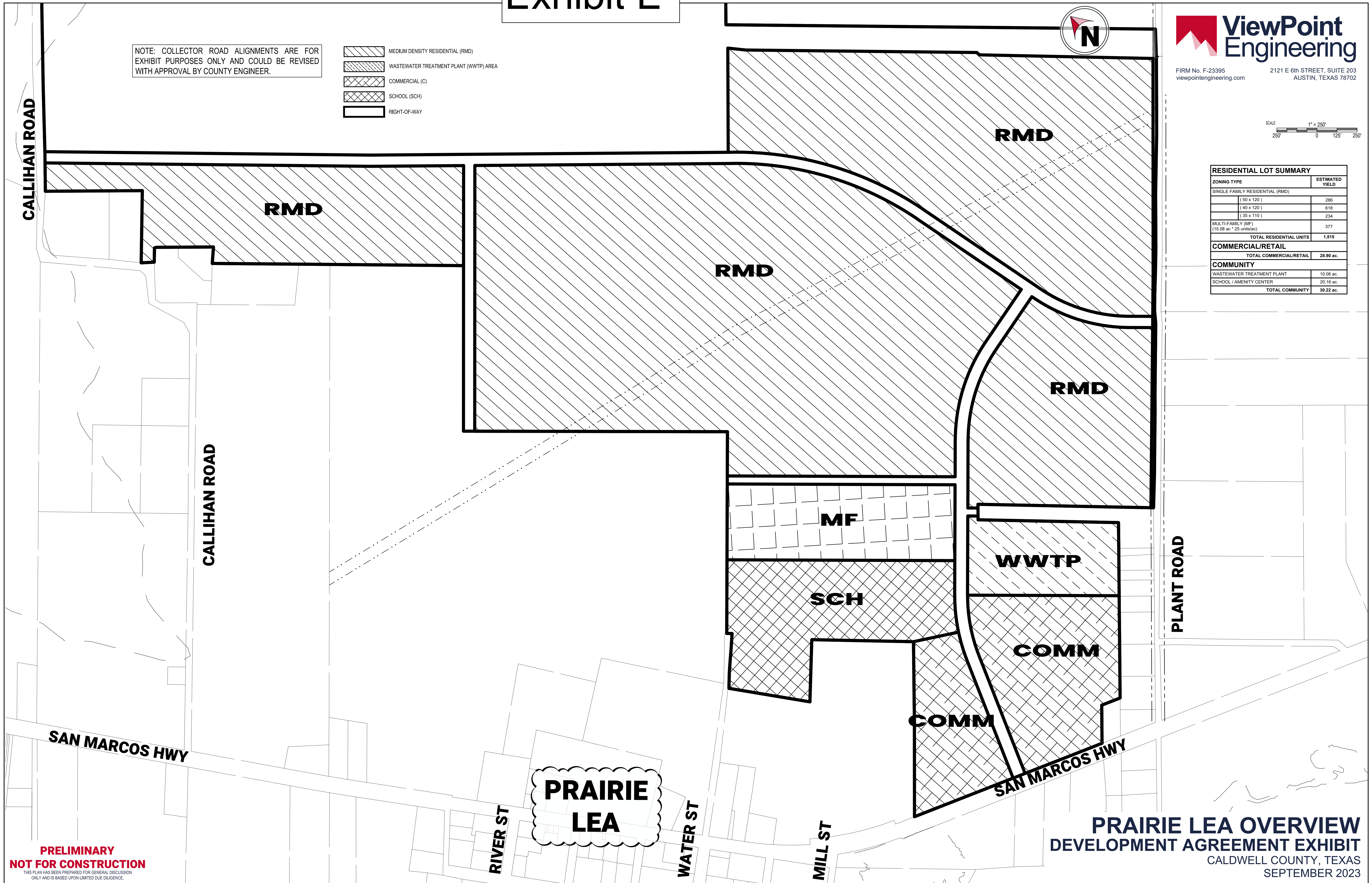
-  MEDIUM DENSITY RESIDENTIAL (RMD)
-  WASTEWATER TREATMENT PLANT (WWTP) AREA
-  COMMERCIAL (C)
-  SCHOOL (SCH)
-  RIGHT-OF-WAY



FIRM No. F-23395  
viewpointengineering.com  
2121 E 6th STREET, SUITE 203  
AUSTIN, TEXAS 78702



RESIDENTIAL LOT SUMMARY	
ZONING TYPE	ESTIMATED YIELD
SINGLE FAMILY RESIDENTIAL (RMD)	
( 50 x 120 )	286
( 40 x 120 )	618
( 35 x 110 )	234
MULTI-FAMILY (MF) (15.08 ac * 25 units/ac)	
	377
<b>TOTAL RESIDENTIAL UNITS</b>	<b>1,515</b>
<b>COMMERCIAL/RETAIL</b>	
<b>TOTAL COMMERCIAL/RETAIL</b>	<b>28.90 ac.</b>
<b>COMMUNITY</b>	
WASTEWATER TREATMENT PLANT	10.06 ac.
SCHOOL / AMENITY CENTER	20.16 ac.
<b>TOTAL COMMUNITY</b>	<b>30.22 ac.</b>



**PRELIMINARY**  
**NOT FOR CONSTRUCTION**  
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

**PRAIRIE LEA OVERVIEW**  
**DEVELOPMENT AGREEMENT EXHIBIT**  
CALDWELL COUNTY, TEXAS  
SEPTEMBER 2023

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion/Action

**Subject:** To approve fiscal security for construction with a bond in the amount of \$2,630,706.00 for Hartland Ranch Phase 2 located on Borchert Loop.

**Costs:** \$2,630.706.00

**Agenda Speakers:** Judge Haden/BJ Westmoreland/Donald Leclerc

**Backup Materials:** Attached

**Total # of Pages:** 3

TEXAS STATUTORY PERFORMANCE BOND (PRIVATE WORKS)  
BOND NO. 355371D

KNOW ALL MEN BY THESE PRESENTS:

THAT, JL Gray Construction, Inc., as Principal, hereinafter called Contractor, and the Westfield Insurance Company, a corporation organized and existing under the laws of the State of Ohio, licensed to do business in the State of Texas and admitted to write bonds in the State of Texas, with its principal office in the City of Westfield Center as Surety hereinafter called Surety, are held and firmly bound unto RANCH ROAD HARTLAND, LLC, on behalf of CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT No. 2, hereinafter called the Owner), in the amount of Two Million Six Hundred Thirty Thousand Seven Hundred Six & 00/100 - Dollars (\$2,630,706.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the 18 day of September, 2020 for HARTLAND RANCH PHASE 2, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

Now, Therefore, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any duly authorized normal and usual alteration to the Contractor or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or may

- (1) Complete the CONTRACT in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any Amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 18 day of September, 2020.

PRINCIPAL: JL Gray Construction, Inc.

BY: [Signature] (Seal)

SURETY: Westfield Insurance Company

BY: [Signature]  
Jack Nottingham, Attorney-In-Fact (Seal)



TEXAS STATUTORY PAYMENT BOND (PRIVATE WORKS)  
BOND NO. 355371D

KNOW ALL MEN BY THESE PRESENTS:

THAT, JL Gray Construction, Inc., Original Contractor (hereinafter called the Principal) as principal and, Westfield Insurance Company, a corporation organized and existing under the laws of the State of Ohio, licensed to do business in the State of Texas and admitted to write bonds, as Surety, with its principal office in the City of Westfield Center (hereinafter called the Surety), are held and firmly bound unto RANCH ROAD HARTLAND, LLC, on behalf of CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT No. 2, (hereinafter called the Owner), in the amount of Two Million Six Hundred Thirty Thousand Seven Hundred Six & 00/100- Dollars (\$2,630,706.00) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 18 day of September, 2023 for HARTLAND RANCH PHASE 2, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

Now, Therefore, the condition of this obligation is such that, if the said Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of said contract and duly authorized normal and usual extras thereto (not to exceed 15% of said contract price), then this obligation shall be null and void, otherwise to remain in full force and effect; labor, subcontracts, material and specially fabricated materials shall be construed in accordance with Sec. 53.001 of the Texas Property Code;

Provided, However, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Sections 53.201 et seq. of the Texas Property Code, all rights and remedies under this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Property Code to the same extent as if they were copied at length herein.

In Witness, Whereof, the said Principal and Surety have signed and sealed this instrument this 18 day of September, 2023.

PRINCIPAL: JL Gray Construction, Inc.

BY: [Signature] (Seal)

SURETY: Westfield Insurance Company

BY: [Signature]  
Jack Nottingham, Attorney-In-Fact (Seal)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 25th day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18 day of September A.D., 2023.



Frank A. Carrino Secretary Frank A. Carrino, Secretary

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion Only

**Subject:** To consider a development agreement between the County and Political 339, LLC for an approximately 901.8-acre subdivision located at Political Road and SH 80.

**Costs:** \$0.00

**Agenda Speakers:** Joseph Yaklin/Kasi Miles/Tracy Bratton

**Backup Materials:** Attached

**Total # of Pages:** 101

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between Caldwell County, a political subdivision of the state of Texas (“County”), Political 339, LLC, a Texas Limited Liability Company, BL 12 Holdings, LLC, a Texas Limited Liability Company, Vema Investments LLC, a Delaware limited liability company, and Amazon Properties LLC, a Louisiana limited liability company (collectively, the “Declarants”) (together, with the County, the “Parties”). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge.

**WHEREAS**, Declarants own approximately 901.8 acres of real property, which is more particularly described in Exhibit A, attached hereto (the “**Property**”); and

**WHEREAS**, Declarants desire to subdivide and develop the property (the “**Project**”) as generally depicted on Exhibit B, attached hereto (the “**Concept Plan**”); and

**WHEREAS**, the County and Declarants desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

**WHEREAS**, the Parties acknowledge that, for the purposes of providing high-quality public infrastructure benefitting the Property as further discussed herein, Declarants intend to create one or more municipal utility districts (a “District” or “Districts”) and have the Property included within the boundaries of such District or Districts; and

**WHEREAS**, this Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance (“Development Ordinance”), adopted March 24, 2020, as amended, will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Development Ordinance and is in the mutual interest of the Parties.

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant agree as follows:

### 1. General Terms and Conditions

- a. The “Project” is defined as the subdivision and development of the Property, together with all related construction, roads, drainage, detention, water and wastewater systems, amenities and landscaping and other improvements to be constructed or implemented on the Property.
- b. Declarants desire to develop the Property as depicted on Exhibit B, attached hereto and incorporated by reference, to be known as JK Ranch, consisting of approximately 495.5 acres of residential development, including 2,257 single-family lots, approximately 12.9 acres of build-to-rent residential development, and approximately 12.6 acres of multifamily development (collectively, “**Residential**”); and approximately 91.4 acres of non-residential development, consisting of an

elementary school site, and light industrial, mixed, commercial, and swing uses (“**Non-Residential**”); and approximately 252.7 acres of parks and recreational facilities, drainage and detention, and open space. The Parties recognize that the Concept Plan is preliminary and, as such, land uses, configurations, and acreages shown on the Concept Plan may be modified and revised by Declarants.

- c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of Texas law and the Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- d. Unless mutually agreed to in writing by the Parties, the Project (including all subsequent permits and applications) shall be subject to and developed in accordance with this Agreement; the Development Ordinance, as specifically modified herein; and Caldwell County’s Flood Damage Prevention Ordinance. Copies of the Development Ordinance and Flood Damage Prevention Ordinance are attached hereto as Exhibit C-1 and Exhibit C-2.

## **2. Declarants’ Obligations**

- a. The Residential designation shown on the Concept Plan shall allow for lot widths with a minimum of forty feet (40’) in width. All single-family homes will be site-built. Modular or mobile homes or residences shall not be allowed. Provided, however, such limitation shall not apply to housing in connection with the creation and confirmation process of a District or to temporary buildings used during the construction and sales phases of Project development. Consistent with the Concept Plan and Section 1, above, the Residential designation shall allow for build-to-rent single-family homes.
- b. The Non-Residential designation shown on the Concept Plan shall allow for mixed-use commercial, light industrial, school, or swing uses.
- c. All traditional detached single-family homes shall contain a minimum of a 2-car garage and shall have driveways a minimum of twenty feet (20’) in depth, as measured from the right-of-way, and a minimum of fifteen feet (15’) in width.
- d. All public streets shall be dedicated to the County. Private drives or alleys serving land owned by a District or Homeowners Association or serving the Non-Residential portion of the Project shall not be dedicated to the County, and shall be owned and maintained by a District or Homeowners Association, as applicable. Public streets that are loaded with single-family detached homes shall contain concrete sidewalks on both sides with a minimum width of four feet (4’). Sidewalks and/or trails shall be provided on unloaded streets. Such lots within “Mixed Use” or “MU” designated Non-Residential areas shown in Exhibit B shall not be required to have frontage on a public or private street if such lot or lots

benefit from an access easement connecting the lot or lots to a public or private street.

- e. All sidewalks and trails shall be maintained by a District or a Homeowners Association.
- f. Declarants shall complete a Traffic Impact Analysis (“TIA”) for the Project and shall be responsible for the costs, design, construction, and implementation of any mitigation measures identified in the TIA relating to the Project. This TIA governing the Project shall be the only TIA required by the County and shall govern the life of the Project. Declarants shall not be required to construct or pay for any roadway improvements outside the Property except as provided in this Agreement or warranted by the TIA. To the extent the TIA identifies road improvements required outside the boundaries of the Property, Declarants shall only be responsible for those roughly proportional improvements (or portions thereof) warranted by the TIA due to development occurring within the Property.
- i. Political Road improvements. The Parties acknowledge certain improvements are required to the portion of Political Road shown more particularly in Exhibit E (“Political Road Boulevard”), which is based on expected average daily trips and a functional classification as defined in the TIA. Also based on the expected average daily trips and functional classification as a “Major Arterial” road under Caldwell County Urban (Curb and Gutter) Road Standards in Table B-1 of the Development Ordinance, the Parties anticipate one hundred and twenty feet (120’) of right-of-way be dedicated for Political Road Boulevard as shown in Exhibit E (the “ROW Requirement”). The Declarants shall dedicate or cause to be dedicated the balance of land that would serve to comprise the full ROW Requirement for the designated portion of Political Road Boulevard shown in Exhibit E, and forty feet (40’) of right-of-way for the easternmost approximately 1500 feet of Political Road Boulevard, as shown generally in Exhibit E and the County shall cause the adjacent landowner to dedicate an additional forty feet (40’) resulting in an ultimate right of way of one hundred and twenty feet (120’) for that same designated portion of Political Road Boulevard. The County approves such right of way dedication and agrees that such right of way dedication is compliant with the Development Ordinance and meets the safety and welfare standards of the public set forth in Appendix Section B.6. For the portion of Political Road Boulevard shown in Exhibit E, the Declarants shall only be required to design and construct, or cause to be designed and constructed, one-half (1/2) of Political Road Boulevard, as depicted in Exhibit E.
- g. Notwithstanding anything herein to the contrary, for such portions of Political Road Boulevard or such streets classified as minor arterials within the Project requiring bridge crossings, Declarants shall design, or cause to be designed, the bridge crossings in conformance with applicable design requirements set forth in

the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, and shall ensure such bridge crossings have a minimum width of traveled way of forty-eight feet (48'), one five-foot (5') sidewalk on one side, and a guard rail as depicted in Exhibit F. The County shall approve all such bridge designs which meet the foregoing minimum requirements and conform to the cross section shown in Exhibit F.

- h. Any storm drainage systems (including high-density polyethylene pipes, if appropriate, as determined by Declarants' engineer, and related structures) detention ponds, basins, and channels along with all open space areas within the Project shall be dedicated and maintained by the Declarants, their heirs or assigns, a District or a Homeowners Association established for the purpose of owning and managing common land or amenities.
- i. The County shall regulate all subdivisions and approve related plats and permits within the Property pursuant to the Development Ordinance and this Agreement. The plans and specifications for public road facilities and drainage facilities shall be submitted to the County for review and approval prior to construction and shall be designed and constructed in accordance with the standards set forth in the Development Ordinance, subject to the terms of this Agreement. All District facilities shall be constructed or installed within easements or road right-of-way dedicated to the public or within fee parcels. The County shall have the right to inspect and approve the construction of drainage and road improvements in accordance with this Agreement, which approval will not be unreasonably withheld, conditioned or delayed. The Declarants' engineer will inspect the construction of all roads, sidewalks, drainage, water and wastewater improvements. The District or Declarants or their successors and assigns shall not be obligated to apply for, pay for or obtain from the County any permit for construction of any portion of the water, sewer, sidewalk, or recreational facilities.
- j. The Declarants shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the County in accordance with this Agreement, the Development Ordinance, attached hereto as Exhibit C, and variances granted herein and other variances that the County may approve from time to time. So long as the plat meets the applicable requirements of the Development Ordinance, including the variances granted herein and other variances that the County may approve from time to time, and this Agreement (including any amendments), the County shall approve the plat. In the event of any conflict between County ordinances, including the Development Ordinance, and this Agreement, this Agreement controls.
- k. Fire flow shall be provided for the in-tract water distribution system.

- I. Development of the Project, and any other community building standards, will comply with the following Dark Sky standards:

Any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights. Lighting required by a governmental agency shall be exempt. Major and minor project monumentation may be back lit.

- m. The Parties shall execute a license agreement, in substantially the same the form provided on Exhibit D, attached hereto, to maintain all non-standard improvements within the rights-of-way.
- n. Declarants shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such cost.
- o. Declarants shall have the ability to include additional lands into this Agreement that are contiguous with the Property and planned cohesively with the Project. Upon notice to the County that a Declarant desires to add such additional contiguous land to this Agreement, and provision of a legal description for such land, Exhibit A shall automatically be amended to include such additional land and the term "Property" as used herein shall be amended to include such additional land. No further action shall be required to reflect same. The ability to add additional non-contiguous land shall be subject to approval by the County.

### **3. County Obligations**

County agrees to permit development and construction of the Project in accordance with the following variances to the Development Ordinance:

#### **Appendix A – Subdivision Layout Requirements**

##### **A.3 Requirements for Urban Subdivisions**

A.3.B The minimum lot size for a traditional single family detached lot shall be 4,000 square feet. This minimum lot size does not apply to (i) lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses



or (ii) non-traditional housing, including duplexes, quadraplexes, townhouses, brownstones, patio homes, condominiums, single family detached product with shared driveways, villas, and manors.

A.3.D Residential blocks shall not exceed seventeen hundred fifty feet (1750') in length.

A.3.F The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Local Streets	40'	20'
2.) Minor Collectors	40'	20'
3.) Major Collectors	40'	20'

**Appendix B – Street Design Requirements**

**B.1 Street Geometric Standards**

Table B-1 Summary of Caldwell County Urban (Curb and Gutter) Road Standards

Approved Variances Applicable to Local Street Standards:

Minimum Radius for Edge of Pavement at Intersections:	15'
Minimum Cul-de-sac ROW Radius:	50'
Minimum Cul-de-sac Pavement Radius	35'

**B.2 General Street Design Requirements**

B.2.R Where “T” intersections will result in jogs in street alignment, the minimum offset between intersecting street centerlines from opposing sides of a through street shall be 150 feet between local street intersections and 300 feet between collector street intersections. The minimum centerline separation between two intersecting streets on the same side of a given through-street shall be 260 feet.

B.2.S When intersecting angles sharper than eighty degrees are deemed necessary by the Declarants’ engineer, the property line at the small angle of the intersection shall be chamfered or rounded so as to permit the construction of curbs having a radius of not less than fifteen feet (15’) without decreasing the normal width of the sidewalk area.

**B.3 Curb/Gutter Street Standards**

B.3.C The length of a Curb/getter Local Street may exceed 1,500 feet as necessary to achieve the aims and purposes of the Concept Plan and development of the Project.

B.3.D A cul-de-sac on a Curb/gutter Local Street shall not provide access to more than fifty (50) lots.

B.3.F The length of a Curb/gutter Collector Street may exceed five thousand (5000') feet as necessary to achieve the aims and purposes of the Concept Plan and development of the Project.

### **Appendix C – Work in the Public Right-of-Way**

#### C.2 Requirements for Design and Construction of Driveways.

The minimum offset between edges of adjacent driveways on the same side of Local Street (Curb/gutter) and Collector Streets shall be ten (10') feet.

C.2.6 Driveways connecting to all street types (Local or otherwise) are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage from the property line adjacent to intersecting rights of way. Driveways shall not be constructed within the curb return of a street intersection.

### **Appendix G – Protection of Streambank and Bluffs**

#### G.1. Stream Setback Requirements

Development activity, excluding grading, clearing and construction necessary for the construction of drainage channels, utility installation, and street crossings, shall be set back from all waterways by a minimum of fifty feet (50') from the top of bank.

#### G.2 Bluff Protection- Not applicable to Project as there are no bluffs located on Property.

#### G.4. Waiver

(1) A waiver from these requirements does not require a water quality plan meeting or exceeding the requirements of the LCRA Water Quality Management Technical Manual (or other equivalent entity as may be recognized by Caldwell County).

Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Development Ordinance.

**4. Actions Performable.** The County and the Declarants agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

**5. Default.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party

of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

**6. Governing Law.** The County and Declarants agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

**7. Changes in writing.** Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

**8. Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**9. Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

**10. Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

**11. Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Declarant: Political 339, LLC,  
Attn: Mark Janik  
101 Parkland Blvd.  
Sugar Land, Texas 77478

BL 12 Holdings, LLC  
Attn: Mark Janik  
101 Parkland Blvd.  
Sugar Land, Texas 77478

VEMA Investments, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amazon Properties, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Force Majeure.** Declarants and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

**13. Assignment.** This Agreement may be assigned by the Declarants. Provided, Declarants shall provide written notice of such assignment to the County, which notice shall include evidence that the assignee has assumed the obligations under this Agreement.

**14. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarants, respectively.

**15. Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Caldwell County, Texas.

**[PAGE REMAINDER LEFT INTENTIONALLY BLANK]**

**IN WITNESS THEREOF**, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

DECLARANT:  
Political 339, LLC, a Texas Limited Liability  
Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DECLARANT:  
BL 12 Holdings, LLC, a Texas Limited Liability  
Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DECLARANT:  
VEMA INVESTMENTS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DECLARANT:  
AMAZON PROPERTIES, LLC  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**  
**Property**

**Exhibit "B"**  
**Concept Plan**



### LAND USE ANALYSIS

RESIDENTIAL	2,257 LOTS	±495.5 Ac.
BTR	BUILD TO RENT	±12.9 Ac.
MF	MULTI FAMILY	±12.6 Ac.
SF	40'x120'	703 LOTS 31% ±130.3 Ac.
SF	45'x120'	793 LOTS 35% ±165.7 Ac.
SF	50'x120'	761 LOTS 34% ±174.0 Ac.
NON-RESIDENTIAL		±91.4 Ac.
ES	ELEMENTARY SCHOOL	±13.7 Ac.
LI	LIGHT INDUSTRIAL	±32.1 Ac.
MU	MIXED USE	±24.8 Ac.
COM	COMMERCIAL	±5.2 Ac.
SW	SWING	±15.6 Ac.
PARKS / RECREATION / OPEN SPACE		±252.7 Ac.
PARK	PARK / RECREATION	±16.3 Ac.
	DRAINAGE / DETENTION	±207.6 Ac.
	LANDSCAPE / OPEN SPACE	±28.8 Ac.
UTILITIES & EASEMENTS		±9.7 Ac.
	PIPELINE EASEMENTS	±1.7 Ac.
	UTILITY SITES	±8.0 Ac.
CONSTRAINTS		±52.5 Ac.
	COLLECTORS	±22.2 Ac.
	BOULEVARDS	±30.3 Ac.
PROJECT TOTAL ACREAGE		±901.8 Ac.

### LEGEND

	EXISTING 100Y FLOODPLAIN
	PROPOSED DEVELOPED 100Y FLOODPLAIN

**OPTION G1**

a conceptual development plan for

# POLITICAL RD

±901.8 ACRES OF LAND

prepared for

## ASHTON GRAY DEVELOPMENT

**META** PLANNING + DESIGN

24285 Katy Freeway, Ste. 525  
Katy, Texas 77494  
Tel: 281-810-1422

SCALE: 0 250 500 1000

MTA-78028  
AUGUST 24, 2023

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**Exhibit "C"**  
**Caldwell County Development Ordinance**  
**AND**  
**Flood Damage Prevention Ordinance**

**CALDWELL COUNTY**  
**DEVELOPMENT ORDINANCE**

Amended Ordinance Adopted March 24, 2020  
Amended Order 02-2023 February 14, 2023

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## 1.0 AUTHORITY

This Development Ordinance constitutes the rules governing subdivision and platting of property and the permitting of site and subdivision construction within the unincorporated areas of Caldwell County. It is intended to promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated areas, these issues being hereby declared to be worthwhile public purposes and in the public interest. When in conflict with any previously enacted subdivision regulations for Caldwell County, these subdivision regulations shall control.

The ordinances and requirements described in this and the following chapters, articles and sections, shall constitute and be designated the "Caldwell County Development Ordinance " and may be so cited. This Caldwell County Development Ordinance is also herein referred to as "these Regulations. " This ordinance regulates the development of property within the jurisdiction of Caldwell County, Texas under authority set forth in Texas statutes, including but not limited to:

A) Texas Local Government Code

- Chapter 232 - County Regulation of Subdivisions
- Chapter 242 - Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction
- Chapter 245 - Issuance of Local Permits

B) Texas Transportation Code

- Chapter 251 - General County Authority Relating to Roads and Bridges
- Chapter 252 - Systems of County Road Administration
- Chapter 253 - County Improvement of Subdivision Roads
- Chapter 254 - Drainage on Public Roads
- Chapter 255 - County Regulation of Sight Distances

C) This Development Ordinance has been approved by the Caldwell County Commissioners Court as a means of implementing County responsibilities described in the Texas statutes listed above and as required by other statutes applicable to counties. These responsibilities mandate that Caldwell County shall provide for the safety, health and welfare of the general public through its authority to:

- 1) Administer the orderly development of real property in accordance with the Texas Local Government Code and other applicable regulations;
  - 2) Require that roadways and drainage facilities be arranged, designed, and built in a manner consistent with sound planning and engineering practices and established standards of construction;
  - 3) Require that proposed development demonstrate the ability to provide adequate water and wastewater service and capacity;
  - 4) Protect the County's natural resources in a manner compatible with sound development goals and practices;
-

- 
- 5) Protect the citizens of Caldwell County from an unreasonable tax burden resulting from substandard design and construction of public infrastructure or inadequate funding for maintenance of public facilities;
  - 6) Require that the owner of the tract to be subdivided execute good and sufficient construction and maintenance bonds or alternative fiscal surety;
  - 7) Require that lot and block monumentation be set by an RPLS before recordation of the plat; and
  - 8) Support the orderly and coordinated development of real property within the extra-territorial jurisdiction of local municipalities.

Section 3.0 of this ordinance (Subdivision Platting Procedures) addresses procedures for Preliminary Plat approval, Final Platting, and for plat cancellation and revisions. Section 4.0 (Construction Permit Procedures) provides guidelines for obtaining a subdivision or site construction permit including construction plans requirements and construction inspection. Technical design specifications are found in the Appendices.

## **1.1 COORDINATION WITH OTHER JURISDICTIONS**

All authority specifically provided to Caldwell County, or agreed to between Caldwell County and other local, state and/or federal agencies, shall be applied to the fullest extent. Specific platting and permitting requirements are subject to interlocal agreements which may exist for governing the extraterritorial jurisdictions surrounding incorporated cities within Caldwell County. In the event no interlocal agreement exists, all development must be approved by both the municipality and Caldwell County with final approval to be granted by the County. To the extent that ordinances conflict, the more stringent provisions shall prevail.

In addition to compliance with the subdivision regulations of Caldwell County and with municipalities having extraterritorial jurisdiction, the development and use of real property in Caldwell County may be subject to regulation by other jurisdictions including the Texas Commission on Environmental Quality (TCEQ), the U.S. Corps of Engineers, FEMA, U.S. EPA, U.S. Fish and Wildlife , and other County regulations.

## **1.2 ENFORCEMENT AND PENALTIES**

- A) Section 232.005 of the Texas Local Government Code provides for the enforcement of State subdivision laws and portions of these regulations Under Section 232.005, a person commits an offense if that person knowingly or intentionally violates certain requirements of these regulations , including the Platting and Engineering Guidelines incorporated as appendices. That offense is a Class B Misdemeanor as defined by the Texas Local Government Code, as amended.
- B) There exist many other required guidelines through additional State and Federal statutes and additional County regulations that constitute an offense in which penalty ranges include misdemeanors and felonies.
- C) Under Texas law, a person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.
- D) The Criminal District Attorney of Caldwell County, Texas, Attorney General, or other prosecuting attorney, shall have the power to enforce these Regulations , and any additional State and Federal statutes or

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additional County regulations that constitute an offense, by filing an action in a court of competent jurisdiction to:

- 1) enforce the violation or threatened violation of any requirement established or adopted in these Regulations by the Caldwell County Commissioners Court;
  - 2) recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by these Regulations;
  - 3) pursue any remedy authorized by State or federal law, including the remedies contained in Sections 232.0048, 232.0049, and 232.005 of the Texas Local Government Code, as amended; and/ or
  - 4) prosecute criminal violations of these Regulations.
- E) No party shall file for record or have recorded in the official records of the County Clerk's office any plat of a subdivision or re-subdivision without first securing approval thereto by the Commissioners Court, in lawful, open session. Further, no party so subdividing or re-subdividing of any real estate shall use the subdivision's or re-subdivision's description in any deed of conveyance or contract of sale delivered to a purchaser unless and until said plat has been duly authorized as aforesaid and the plat has actually been filed for record with the Clerk of the County Court.
- F) All developers must comply with state and federal laws and regulations, and shall comply with Title VI of the Civil Rights Act of 1968 (as amended), by not directly or indirectly discriminating on the basis of race, religion, sex, or national origin in lot marketing and advertising, the rendering of lot services, and requiring terms and conditions on lot sales and leases.

### **1.3 AUTHORITY OF THE COMMISSIONERS COURT**

- A) The Commissioners Court may adopt rules of procedure to govern its actions taken under this ordinance. After public hearing, the Court may adopt rules that shall be consistent with the provisions of this ordinance and shall become effective upon being filed with the County Clerk.
- B) Decisions by the Commissioners Court concerning the specific interpretation of these regulations shall become a part of these regulations upon filing with the Office of the County Clerk.
- C) Disapproval of a plat by the Commissioners Court shall be deemed a refusal by the County concerning any responsibility for maintenance of any public infrastructure until the Court has entered an order accepting such improvements for maintenance.
- D) No County Employee shall enter a subdivision for the purpose of maintaining public infrastructure, unless and until such roads, utilities and drainage facilities have been installed as per approved plans, and such improvements have been accepted by the Commissioners Court.
- E) No person shall create a subdivision of land either by sale, or lease, or otherwise, within Caldwell County without complying with the provisions of these regulations, unless the Commissioners Court acknowledges that the division of land is exempt from platting as an "Exempted Subdivision."
- F) In addition to any other remedy provided by law, the Commissioners Court shall have the right to enjoin any violation of these regulations by injunction issued by a court of competent jurisdiction.



---

## 2.0 DEFINITIONS

As used herein: "County" means Caldwell County, Texas; "Commissioners Court" means the Commissioners Court of Caldwell County, Texas; singular nouns and pronouns shall include the plural; and the masculine gender shall include the feminine gender where necessary for a correct meaning.

For the purpose of these Regulations , the following terms, phrases, words , and their derivations shall have the meaning ascribed to them in this Section. All other words and terms shall have their usual force and meaning.

- ADT - Average Daily one-way Trips.
- Acceptance of Improvements - Upon successful completion of the performance period, the County will accept improvements designated for public maintenance into its roadway system.
- Alley - A right-of-way which is used only for secondary access to individual properties which have their primary access from an adjacent street or joint use access easement (JUAE) which has direct access to a public street.
- All-weather surface road -A street, road, or drive that is constructed with base material and has a hard surface to ensure access by ambulance, fire trucks, and other emergency vehicles under all weather conditions.
- Applicant - The owner, person or entity applying for any permit, approval, variance or waiver under this ordinance.
- Approval of Improvements - Upon successful completion of the construction of improvements as defined within this Ordinance , approval of those improvements will be acknowledged by the County and the performance period will begin.
- Bluff - Limited to a bluff with a vertical change in elevation in excess of 20 feet and an average gradient in excess of 33 percent.
- Building Line - A line beyond which buildings must be set back from the lot or property line.
- Chip Seal - A pavement surface treatment that combines layers of asphalt and fine aggregate. Also known as "two course surface treatment" or "asphaltic surface treatment".
- Collector Street - A street or road that collects traffic from other streets and serves as the most direct route to another collector, minor arterial, major arterial, or state highway.
- Commercial Site Construction -All construction, site grading, or addition of impervious cover on a parcel of land not otherwise exempted under this ordinance. The following are not considered commercial construction: single family residential; two-family (duplex); or three family (triplex) residential; garages, sheds, barns, swimming pools, gardens or other ancillary out-buildings associated with one to three family residences; conservation open space; barns or agriculture structures not intended for commonuse by the public; or improvements to increase the agricultural value of property being used for agricultural purposes with fewer than 50 average-daily trips per day.
- Commissioners Court - The Caldwell County Commissioners Court; also referred to as the Court.
- County Commissioner - The elected Commissioner of a precinct in Caldwell County in which a subdivision or development is located , or the County Commissioner's designated agent.

- 
- County Engineer - The Professional Engineer (PE) appointed by the Commissioners Court to that position or the County 's designated agent or engineer employed by the county.
  - County Representative - The designated agent or employee of the County appointed to review, inspect , administer or implement provisions of this and / or other County ordinances.
  - County Review Coordinator - The designated agent or employee of the County appointed to perform administrative reviews and receive submittals under this ordinance.
  - County Road - Any public road or street in which the County has a public interest and has been accepted for maintenance by the County and is not within the incorporated limits of a city and is not a state highway.
  - Designated 100-year Floodplain -Any area adjacent to a stream or water course which , on the average, has a one percent (1%) chance of being inundated by flood waters in any given year; also referred to as the floodplain or Special Flood Hazard Area (SFHA).
  - Developer - Any owner, or authorized agent thereof, engaging in subdivision of property, except as specifically exempted under this ordinance. Also referred to as Subdivider or Applicant.
  - Development - Subdivision of real property, construction of roads and drainage improvements within a subdivision, commercial site construction or construction to alter an existing regulated floodplain.
  - Development Agreement - A legally binding agreement entered into by a private party or entity and the County which delineates the conditions for a particular development wherein various concessions to the technical requirements of Development Ordinance may be made in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the best interest of both parties.
  - Driveway - An access facility from a street or road for the use by the owners or others.
  - Engineer - A person who is licensed by the State of Texas as a professional engineer to practice engineering; also referred to as a Professional Engineer (PE).
  - Excavating - The mechanical removal of earth material.
  - Exempted Subdivision - Those subdivisions of land that are exempted from platting requirements as provided in Section 232.0015 of the Texas Local Government Code.
  - Extra-Territorial Jurisdiction (ETJ)- Land located outside of a City's incorporated limits over which the City has jurisdiction under Chapter 42 of the Texas Local Government Code.
  - Fill - Any act by which earth, sand, gravel, rock or similarly approved material is deposited , placed, pushed, pulled or transported to a place other than the place from which it is excavated and the materials so placed.
  - Final Plat - A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and prepared in conformance with any conditions of preliminary approval previously granted by the Commissioners Court.
  - Fiscal Security - A bond or funds deposited to secure the construction and performance of improvements required to support the street and drainage requirements related to a subdivision plat or site plan.

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- Flag Lot - A lot which has street frontage via a slender strip of land conforming to the subdivision layout requirements of this ordinance.
  - Flood Damage Prevention Ordinance - The set of rules approved by the Commissioners Court for the purpose of minimizing public and/or private losses due to flood conditions.
  - Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
  - Improvements - Street and drainage construction as required by this Development Ordinance to support the functionality and safety of a proposed development.
  - Groundwater Conservation District - Any district or authority created under Chapter 35 of the Texas Water Code to regulate or manage groundwater.
  - HMAC - Hot Mix Asphaltic Concrete.
  - HUD-code Manufactured Home – means:
    - (A) A structure that is:
      - (i) constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
      - (ii) built on a permanent chassis;
      - (iii) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
      - (iv) transportable in one or more sections; and
      - (v) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet;
    - (B) includes plumbing, heating, air conditioning, and electrical systems of the home; and
    - (C) does not include a recreational vehicle, as defined by 24 C.F.R. Section 3282(g).
  - Industrial Street - A street or road intended primarily to serve traffic within an existing or proposed industrial development.
  - Inspector - Designee of the Commissioners Court charged with making applicable inspections under this ordinance.
  - Installation – Placement of an object intended for long-term use as placed on the property. Long-term use will be presumed if an object is installed for a minimum period of four months.
  - Interlocal Agreement - Agreement between Caldwell County and a municipality drafted under the authority of House Bill 1445 defining the subdivision and construction permit review procedures and terms of the shared authority over land within the ETJ of the municipality.
  - Joint Use Access Easement (JUAE) - An agreement defining the terms and conditions related to the use of shared access driveways.
  - Legal Tract - A tract of land that is either an "Original Tract" (as defined by this ordinance), is a legal subdivision of land approved by all applicable jurisdictions who had authority at the time the land was subdivided, OR was exempt from subdivision under the applicable regulations in place at the time it was created.
  - Lot - A single defined area of land, regardless of size, identified within a subdivision plat by a number.
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- Major Arterial - A major traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a principal connecting street with other county roads and state highways .
  - Manufactured Home or Manufactured Housing – A HUD-code manufactured or a mobile home.
  - Manufactured Rental Home Community - A parcel of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease without a purchase option; for a term of less than sixty (60) months, for the installation of manufactured homes for use and occupancy as residences.
  - Minor Arterial - A significant traffic artery, carrying high volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a connecting street with other county roads and state highways.
  - Mobile Home – means:
    - (A) A structure that is:
      - (i) Constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
      - (ii) Built on a permanent chassis;
      - (iii) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
      - (iv) transportable in one or more sections; and
      - (v) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet;
    - (B) includes the plumbing, heating, air conditioning, and electrical systems of the home;
  - Nonconforming Subdivision - A subdivision of land or a description of land for sale or resale that was platted or filed with the County Clerk prior to May 9, 1983 and which subdivision results in public access, but for which a plan or plat has not been authorized for recording or recorded by the Caldwell County Commissioners Court.
  - Occupancy - To make use for residential , commercial, or industrial purposes.
  - Onsite Sewage Facility (OSSF)-A wastewater system designed to treat and dispose of less than 5,000 gallons per day of effluent on the same property that produces the wastewater.
  - Open Space -A land use which supports quality of life by limiting certain development or other activities on specific parcels. Natural open spaces include wooded areas, prairies, creeks and greenbelts which limit access. Limited development open spaces include parks, practice fields, detention facilities, floodways , non-structural agricultural uses (excludes large chicken barns, concentrated animal feeding operations, etc.), and similar uses with significant limits on impervious cover and vertical development. Open space specifically does not include golf courses.
  - Organized Disposal System - Any public or private system for the collection, treatment and disposal of sewage operated in accordance with the terms and conditions of a permit from the Texas Water Development Board, Texas Commission on Environmental Quality, and the Texas Department of State Health Services.
  - Original Tract of Land -A tract of land which existed in its current legal configuration prior to September 1, 1997.
  - Parcel - A Lot or Tract of land

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- Pavement - The road bearing surface layer, on a private or public road, consisting of concrete, asphalt concrete or two applications of asphalt material each covered with aggregate and generally designed for a twenty (20) year life expectancy.
  - Performance Period - A two-year period which begins after County approval of the constructed improvements during which the improvements are evaluated for adequacy with respect to design and construction, and throughout which the Subdivider retains responsibility for maintenance. This period typically ends when either the County accepts the improvements for public maintenance or the Property Owners Association takes responsibility for private maintenance.
  - Pre-application Conference - A meeting between the owner or his agent, the County Commissioner , and County staff (as deemed appropriate by the County Commissioner) to discuss a possible development or subdivision.
  - Preliminary Plat - A map of a proposed subdivision illustrating the features of the development for review and preliminary approval by the Commissioners Court, but not suitable for recording in the County Records.
  - Private Street - A right-of-way or road designated for vehicular access to adjacent properties which has been recognized by the County via plat approval or other formal acknowledgement by Commissioners Court and has not been accepted by a public entity for maintenance.
  - Property Owners Association - A not-for-profit organization established for the purpose of owning and managing the common land or amenities of a property and whose documents have been accepted and/or approved by the County with membership in an association comprised of more than one property; also referred to as a Home Owners Association.
  - Public Street - A public right-of-way, however designated, dedicated, or acquired, which provides vehicular access to adjacent properties; also referred to as a county road, city street, or state highway.
  - QA/QC - Quality Assurance/ Quality Control.
  - Private Gravel Roadway - A roadway that is designed for use by one hundred (100) or less vehicle trips per day determined by an engineering survey and approved by the County.
  - Registered Professional Land Surveyor (RPLS) -A person who is licensed to practice public surveying by the State of Texas; also referred to as a Professional Surveyor.
  - Revised Plat - An instrument used to revise or amend the division of land that has previously been approved as a Final Plat, by the Commissioners Court; also referred to as a revised subdivision.
  - Residential Structure - A structure, including a manufactured home or recreational vehicle, that is manufactured or constructed to house a single family, two families (duplex) or three families (triplex).
  - Recreational Vehicle – A motor vehicle primarily designed as a temporary living quarters for recreational camping or travel use, and includes:
    - (i) A travel trailer, as defined by Section 501.002(30) of the Texas Transportation Code; and
    - (ii) A house trailer, as defined by Section 501.002(9) of the Texas Transportation Code.
  - Roadway - The vehicle travel surface, curbs, shoulders, drainageways , and other necessary items to transport persons, vehicles, or storm water generally located within a right-of-way.
  - Rural Subdivision - Any subdivision, including a phase of a Master Planned Subdivision that does not

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have any lots less than one (1) acre in area.

- Shared Access Driveway-A driveway which provides access for at least two (2) lots but not more than four (4) lots through a "Joint Use Access Easement" filed with the County Clerk and is not intended to serve as a substitute for interior roads; also referred to as a Common Driveway.
- Short Form Plat -A subdivision submitted for platting which meets specific conditions (Section 3.7) that may file for Final Plat for approval without necessitating prior approval of a Preliminary Plat and generally not requiring construction plans review.
- Street Width - The shortest horizontal distance between the lines which delineate the right-of-way of the streets.
- Stream Bank - The top of the natural slope above a stream where typical rain events deliver sheet flow from upstream areas and the local soils and vegetation have established conditions which resist extensive erosion.
- Stubbed Out - A street terminated by a permanent or temporary turnaround sufficient for emergency vehicle use, ending adjacent to undeveloped property or acreage, and intended to be extended at such time as the adjacent undeveloped property or acreage is subdivided or developed.
- Subdivider - Any owner or authorized agent thereof who is proposing to divide, or is currently dividing, land so as to constitute a subdivision according to the terms and provisions of these regulations ; also referred to as developer; or applicant.
- Subdivision - The division of any lot, tract, or parcel of land, within the unincorporated areas of Caldwell County, into two or more lots or sites for the purpose of public sale or building construction, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded. Subdivisions include those lots, tracts or parcels of land within Caldwell County which lie inside of an incorporated city or town's ETJ, and where regulatory authority is shared through an interlocal agreement.
- TCEQ - Texas Commission on Environmental Quality.
- TIA - Traffic Impact Assessment.
- Tract - An undivided area of land described in the deed records by metes and bounds (written) and/or graphic description.
- Urban Subdivision - Any subdivision, including a phase of a Master Planned Subdivision that does not have any lots less than one quarter (1/4) acres in area utilizing curb and gutter road section with underground storm sewers and served by a public water supply and a organized sewage collection system.
- Watercourse - A natural or man-made channel through which stormwater flows.
- Water District - Any district or authority created by authority of either Sections 52(b)(1) and (2), Article III, or Section 59, Article XVI, Texas Constitution , regardless of how created. This term includes but is not limited to a municipal utility district, a water control and improvement district , a water improvement district, a special utility district, and a fresh water supply district. The term does not include a groundwater conservation district regulated under Chapter 36 of the Texas Water Code.

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## **3.0 SUBDIVISION PLATTING PROCEDURES**

### **3.1 GENERAL**

The owner of a tract of land that divides the tract in any manner other than those outlined as exempt in Section 3.3 below must have a plat of the subdivision prepared. The subdivision of a tract under this Section includes a subdivision of real property by any method of conveyance, including , but not limited to, a contract for deed, oral contract, contract of sale, fractional ownership division, or other type of executory contract, regardless of whether the subdivision is based on a metes and bounds description of lot boundaries. The Commissioners Court will not approve a Final Plat for subdivision of land unless it complies with all applicable requirements of the provisions of this Development Ordinance and other applicable rules and regulations. Nonconforming subdivisions shall comply with the requirements of the regulations in effect at the time of their approval or filing with the County Clerk.

### **3.2 PRE-APPLICATION CONFERENCE**

A pre-application conference is mandatory for all subdivisions. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed subdivision will occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide a sketch of the proposed subdivision showing general roadway patterns and lot configurations, drainageways , and existing utilities. It is highly encouraged, but not required, that the Applicant's surveyor and engineer attend the pre-application meeting and that the Applicant bring exhibit(s) showing the location of the proposed subdivision as well as sketches showing the conceptual division of property. The County Commissioner and staff will meet with the owner or agent and will review the layout for compliance with general subdivision requirements including compliance with the County's transportation plans and other planning initiatives. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

### **3.3 EXCEPTIONS TO PLATTING REQUIREMENTS**

Pursuant to Sections 232.010, 232.101, and 232.107 of the Texas Local Government Code, the Commissioners Court may allow conveyance of portions of one or more parcels by metes and bounds description without revising any associated plat, provided said conveyance does not violate, amend, remove, or attempt to violate, amend or remove, any covenants or restrictions.

#### **3.3.1 REQUIREMENTS FOR EXEMPTED SUBDIVISIONS**

A) The County will not require a plat for:

- 1) family land grants wherein the property is divided into four or fewer lots and is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Local Government Code. This exemption requires the following:
  - a) all proposed parcels must have access to an existing public state roadway, County Road, or Private Street.
  - b) development on the property must comply with minimum required setbacks from water wells and septic systems, if applicable.
  - c) a signed affidavit in a form acceptable to the County must be provided attesting to the familial

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relationship.

- d) a restrictive covenant shall be recorded with the deed prohibiting a secondary sale or further subdivision of the property for a period of five (5) years without a requirement for compliance with this Development Ordinances.

NOTE: The Commissioners Court will consider hardship variances allowing for the removal of this restriction from the property prior to the five year expiration on a case-by-case basis.

- 2) an Original Tract of Land (a tract of land which existed in its current deeded configuration prior to September 1, 1997);
  - 3) a manufactured home rental community, as provided in Section 232.007(C) of the Texas Local Government Code, provided that such developments shall be subject to minimum infrastructure standards which have been established by the County, or are as specified in Section 4.5 and the appendices to this ordinance;
  - 4) a judicial partition under a final judgment;
  - 5) an acquisition by a governmental or other entity with powers of eminent domain by condemnation proceedings , dedication , or contract and conveyance in lieu of condemnation; or
  - 6) a subdivision outside the incorporated limits of a municipality, or a municipality's ETJ, that does not lay out streets, roads (public or private), alleys, squares, parks, or other areas intended to be dedicated to the public use or for the use of purchasers or owners of lots fronting on or adjacent to those areas, provided that all of the divided land:
    - a) is to be used primarily for agricultural use as defined by Section 1-d, Article III, Texas Constitution , or for farm, ranch, wildlife management, or timber production use, as defined by Section 1-d, Article III, Texas Constitution ;
    - b) consists of lots of more than 10 acres in area;
    - c) is sold to a veteran through the Veteran 's Land Board program;
    - d) belongs to the state or any state agency, board, or commission or the permanent school fund or any other dedicated funds of the state; or
    - e) is transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.
  - 7) The lots are sold to adjoining landowners and the owner does not lay out part of the tract described by Section 232.001(a)(3).
  - 8) one new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of this chapter.
- B) If a proposed division of land meets one of the criteria for an exception to the requirement of platting, at the request of the owner(s) of the land, the County Engineer will issue a letter to the Owner(s) acknowledging the exception in order to facilitate the issuance of permits and approvals by the County or other jurisdictions that are required for the development of or construction of improvements on the land. Prior to issuing the letter, the County Engineer may require certification or documentation that the criteria for the exception are satisfied. If the County Engineer feels that an Exemption Letter is not justified, then the exemption matter shall be sent to the Commissioners Court for determination.



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- C) Even if a particular division of land is not subject to the requirement of platting, aspects of the development and sale of the land will be subject to the following:
    - 1) The applicable portions of the County 's current ordinances and development permit procedures including but not limited to rules for driveway permits, OSSF, floodplain hazard management, and 9-1-1 addressing.
    - 2) All tracts must have fifty (50) feet frontage on a state roadway, County Road, or Private Street.
    - 3) Restrictive Covenants imposed on the land if imposed by the Owners.

### **3.4 PRELIMINARY PLAT REQUIREMENTS**

- A) A Preliminary Plat must be submitted as part of an application for approval for any multi-lot or phased subdivision and for any subdivision proposing new streets. Approval of the Preliminary Plat is a necessary precedent to approval of the Final Plat.
- B) If less than the entire Legal Tract is being subdivided and platted, the County will require the Owner to enter into a Phasing Agreement as described in Section 3.5 of this Ordinance with the County to provide for the orderly administration of the subdivision process and the subsequent platting of the balance of the tract. The Phasing Agreement may be approved by the Commissioners Court concurrently with approval of the first Preliminary Plat or prior to the first Preliminary Plat.
- C) When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage , flood detention and access.
- D) An application for approval of a Preliminary Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Preliminary Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.
- E) The application for approval of a Preliminary Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County Engineer will schedule periodic application intake meetings during which applications will be reviewed for completeness. If the application is complete, the County will notify the Owner or representative at the meeting and the County's technical review process will begin. If the application is incomplete , it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies.
- F) An administratively complete application for a Preliminary Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Preliminary Plat is determined to be non-compliant, it will be returned to the Owner with comments within ten (10) calendar days of the initial submittal. Applicants are expected to respond to comments within seven (7) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to all technical comments within ten (10) days of being notified of technical deficiencies. The Preliminary Plat will then be placed on the agenda for consideration by the Commissioners Court at a date no more than thirty (30) days from the date of the acceptance of a complete application. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may not be submitted concurrently.

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- G) The County Commissioners Court will approve or disapprove a Preliminary Plat application and notify the Owner of the result within thirty (30 calendar days after receiving an application determined by the County to be administratively complete. The Commissioners Court, at its sole discretion, may approve, deny, or approve with conditions. Applications that have not satisfactorily addressed all technical comments, at least seventy-two (72) hours prior to the Commissioners Court meeting to consider the Preliminary Plat application, will be disapproved. If the application is disapproved, the County will provide a written list of the reasons for disapproval.

### **3.4.1 INFORMATION PROVIDED WITH THE PRELIMINARY PLAT**

- A) Preliminary Plats for tracts of less than 100 acres shall be drawn at a scale of 1"=100'. Preliminary Plats for tracts greater than 100 acres may be drawn at a scale of 1"=200' with approval from the County Engineer. For Preliminary Plats the minimum acceptable sheet size is 18" x 24"; the maximum acceptable size is 24" x 36". Preliminary Plat submittals shall contain the following information:
- 1) The date of submittal or the date of last revision, scale and north arrow, and a location map oriented with north to the top of the drawing.
  - 2) The name, address, and phone number of the Owner, the primary contact person, the Engineer, and the Surveyor; in place of the seal and signature of the Engineer and / or Surveyor the Preliminary Plat shall include the following note: "Preliminary. This document shall not be recorded for any purposes."
  - 3) A unique subdivision name. The official name of the subdivision shall not begin with the words "A", "An", "The", or "Replat of'.
  - 4) The location of existing property boundary lines.
  - 5) The width and location of platted streets and/or alleys within or adjacent to the property.
  - 6) The location of City Limits and Extra-Territorial Jurisdiction (ETJ) boundaries for incorporated areas.
  - 7) The location of existing utilities within the subdivision boundary.
  - 8) The total acreage, number of lots, size of individual lots, and sequential and logical identification of lots by lot and block number.
  - 9) Identification of proposed land uses other than single family residential.
  - 10) The names, locations, width, and dimensions (to nearest foot) of proposed streets, roads, lots, alleys, drainage easements, public utility easements, parks, and other lots provided for public use.
  - 11) Adjacent property boundaries and owner's names, including deed references to unsubdivided tracts as available from current tax records, and lot, block, and recording information for adjacent recorded subdivisions.
  - 12) Indication of the proposed public or private nature of the streets shall be indicated. If private streets are proposed, the streets must be labeled "Private Street, Drainage and Public Utility Easement" and must be described and platted by lot and block.
  - 13) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.

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**B)** Preliminary Plat applications shall be accompanied by the Preliminary Engineering Plan showing the general arrangement of infrastructure and drainage. The maximum acceptable sheet size for Preliminary Engineering Plans is 24" x 36". Preliminary Engineering Plan submittals shall contain the following information:

- 1) Topographic contour lines at one (1') foot or two (2') foot intervals with sufficient accuracy to permit the planning of drainage, streets, and other proposed improvements. Contour lines at greater intervals in steep areas will be acceptable subject to approval by the County Engineer. Datum and data sources must be noted on the plan.
- 2) A drainage plan drawn at a scale with no less definition than provided in the Preliminary Engineering Plan and including stormwater channel alignments with drainage structures, drainage easements with course and distance of centerlines and boundaries, lot lines, street layout, proposed inlets, culverts, roadside ditches, channel sections and sideslopes, bridges, channel improvements, levees or berms, and fill areas. The limits of the 100-year floodplain shall be depicted including the width of overflow and backwater at roadways.
- 3) If the subdivision intends to utilize a water distribution , wastewater collection or recycled water system, plans shall be included indicating the typical assignment and trench details, preliminary pipe sizes and alignments, any lift stations / pump stations / etc, and any connection points to adjacent properties or existing roadways.

**C)** Preliminary Plat applications shall be accompanied by an Engineering Summary Report. The summary report shall be signed and sealed by the Professional Engineer responsible for the Preliminary Engineering Plan and shall address the following:

- 1) Proposed drainage systems including an engineering drainage report to support all drainage designs with complete computations provided in an orderly manner and clearly stated assumptions and design basis.
- 2) If any revision to a FEMA Flood Insurance Study is required, a detailed discussion of the character the changes to the floodplain.
- 3) Specification of Groundwater Districts with jurisdictional authority and a discussion of applicable rules and constraints associated with protection of local groundwaters.
- 4) If proposed streets are to be privately owned, specification of the proposed means for collecting dues from associated property owners; or for providing property tax assessments sufficient to support annual maintenance costs and to support a sinking fund for long term street rehabilitation .
- 5) If individual, private, onsite wastewater disposal facilities are to be used, preliminary written approval for use of these systems must be provided from the regulatory agencies in Caldwell County responsible for review of onsite waste disposal facilities.
- 6) If water and/or wastewater services are to be provided by a municipality, corporation, or district, confirmation from the municipality, corporation, or district by certified letter or affidavit of a willingness to serve the proposed development including assurance that sufficient water and/or wastewater capacity is available.

### 3.4.2 PREVIOUSLY APPROVED PRELIMINARY PLAT

When a Preliminary Plat is submitted for property covered all or in part by a previously approved and still valid

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Preliminary Plat, the later Preliminary Plat shall include all property covered by the previously approved Preliminary Plat which has not been Final Platted. The approval of such later Preliminary Plat shall supersede and render void the previous Preliminary Plat approval; however, the Court may allow the later Preliminary Plat to cover less than all of the property covered by the previously approved Preliminary Plat if the Court finds that the later Preliminary Plat does not substantially impair the orderly planning of roads, utilities, drainage and other public facilities.

### **3.4.3 EXPIRATION OF APPROVED PRELIMINARY PLAT**

Commissioners Court approval of a Preliminary Plat shall expire two (2) years after the date of approval unless a Final Plat is submitted for all or part of the area covered by the Preliminary Plat. The Commissioners Court may grant six-month extensions for a total of up to one (1) additional year for submittal of a Final Plat, provided the subdivider requests such extension in writing showing good cause and does so at least thirty (30) days prior to the expiration date. Granting of an extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations, or other items as the Court may deem appropriate, as a condition of the extension.

## **3.5 PROCEDURES FOR PHASED SUBDIVISIONS**

- D) When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage, flood detention and access.
- E) When a subdivision is to be platted as a phased and related development, a Master Development Plan shall be submitted prior to or concurrently with the Preliminary Plat of the first portion to be subdivided. The Master Development Plan is considered a non-binding planning tool and a source of planning information for the County. It shall include the following information:
  - 1) The boundaries of the entire development with the locations of adjacent platted subdivisions and adjoining unplatted property including the names of the record owners of each tract.
  - 2) The proposed phasing plan including the boundaries of each individual phase and the proposed sequential order for platting.
  - 3) The location, width and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development.
  - 4) The layout and width of proposed arterials, thoroughfares and collector streets, and the general configuration of proposed streets and alleys.
  - 5) The general arrangement and designations of land uses with specification of any sites designated for special use (e.g., for parks, open space, detention, or other public facilities).
  - 6) The approximate location of the boundary of the existing and proposed 100-year floodplain and the location and width of drainage easements, channels, creeks and water courses within the development.
  - 7) The location of proposed drainage courses and of any necessary offsite drainage improvements.

## **3.6 FINAL PLAT REQUIREMENTS AND PROCEDURES**

- A) The Final Plat is a legal document defining the physical configuration and rules governing development and

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operation of a Subdivision. The Final Plat shall be approved and recorded prior to the sale of any subdivision lots, or commencement of any construction activities on the proposed lots created by the plat. The Final Plat may not be approved, or submitted, prior to approval of the Preliminary Plat.

- B) Where construction of subdivision infrastructure is required (examples: new streets, waterlines, wastewater collection or treatment systems, or drainage improvements are necessary), the Final Plat shall not be submitted until the County Engineer approves the subdivision construction plans. The Final Plat shall not be recorded prior to a) construction of the required public improvements in a manner sufficient to satisfy County infrastructure design requirements; or b) posting with the County of fiscal security for the construction of public improvements as specified in this ordinance.
- C) When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage, flood detention and access.

### **3.6.1 INFORMATION TO BE PROVIDED WITH THE FINAL PLAT**

Following approval of the Preliminary Plat, the Final Plat shall be submitted to the County for final review. The subdivision name must be prominently displayed on each sheet. Information to be provided with the Final Plat shall include the following information:

- A) The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.
- B) The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.
- C) Streets names, street boundaries, lot boundaries, and an alphanumeric designation and description for lots (including open spaces) in accordance with a systematic arrangement for identifying lot parcels. Lot and block numbers must be systematically and sequentially arranged. All proposed streets must be named and the names approved in writing by the appropriate regulatory agencies.
- D) All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.
- E) Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.
- F) The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an

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adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.

- G) One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain.
- H) Identification of proposed and permitted land uses other than single family residential.
- I) The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original survey of which the subdivision is a part and survey ties across existing street rights-of-way to verify right-of-way widths .
- J) For any lot shown on a subdivision Final Plat containing, or within three hundred (300') feet of, a floodplain, a note on the plat requiring that the lowest finished floor of any habitable structure built on that lot shall be at least two (2') feet above the "100-year flood" level as determined by a Professional Engineer or as shown on FEMA FIRM maps. Any structure built within this zone shall have an elevation certificate prepared by a Professional Engineer or an RPLS.

### 3.6.2 CERTIFICATIONS AND ACKNOWLEDGEMENTS TO BE PROVIDED WITH FINAL PLAT

The following certifications and acknowledgements shall appear on the Final Plat:

- A) A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the owner shall dedicate such facilities to the use of the owners of lots in the subdivision , utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).
- B) Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.
- C) Where necessary , pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.
- D) For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.
- E) Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.
- F) Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.
- G) Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the

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date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.

- H) For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith ." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.
- I) For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards."
- J) If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."
- K) A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."
- L) If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.
- M) If applicable, reference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.
- N) If lots will be served by OSSF , a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

### **3.6.3 ADDITIONAL ITEMS TO BE SUBMITTED WITH THE FINAL PLAT**

The following additional items shall be provided to the County with the Final Plat:

- A) Detailed and complete construction plans for all proposed subdivision improvements including but not limited to streets, drainage , and water and wastewater utility system improvements. These documents shall bear the seal and signature of a Professional Engineer licensed to practice in the State of Texas.

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- B) If water and/or wastewater service is to be provided by a private water supply and/or wastewater collection and disposal entity authorized by the appropriate state regulatory body(ies), the applicant shall submit copies of all pertinent authorization documents including copies of construction plans and specifications reviewed and approved by the regulatory entity(ies). This documentation shall include plans for continuous operation and maintenance of the proposed system(s).
- C) If water and/or wastewater services are to be provided by a municipality, public corporation or district established under Texas law, a written statement from the authorized officials of the municipality, corporation, or district to the effect that sufficient water and/or wastewater capacity is available for lots in the development and that satisfactory fiscal arrangements have been made with the municipality, corporation, or district for construction of the facilities in the subdivision by the Subdivider or that the necessary facilities will be constructed by the municipality, corporation, or district as development progresses.
- D) If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines.
- E) If wastewater is to be provided by an onsite sewage facility (OSSF), copies of feasibility reports prepared in accordance with Title 30 of the Texas Administrative Code Chapter 285, TCEQ and other Caldwell County regulations pertaining to OSSF.
- F) Fiscal security in accordance with Section 3.8.
- G) Certified documents from all utility and/or service companies who may serve the subdivision (water, wastewater, electric power, telephone, gas, etc.) confirming intent to serve and the type, availability and capacity of the service available to the subdivision.
- H) A draft of any proposed legal restrictions and covenants to be imposed on the subdivision.
- I) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- J) ) Survey closure information for the tract boundary, rights-of-way, blocks, and lots.
- K) Subdivisions developed with private streets, parks, open space or other shared common amenities shall have a mandatory property / home owners' association or be part of an Improvement District (such as a Municipal Utility District, Road District or Public Improvement District) which includes all property and lots served by the private streets, parks, open space and / or shared amenities. The association or district shall own and be responsible for the maintenance of private streets and appurtenances. The association or district shall provide a plan demonstrating financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. The association or district shall have a dedicated "sinking fund" and associated anticipated schedule for major renovations/ rehabilitation of the shared facilities. The by-laws or incorporation documents of the entity shall include the requirement to annually submit copies to the County Review Coordinator of its financials, including income statement and balance sheet and other information as may be necessary to demonstrate financial responsibility for ongoing maintenance of the shared facilities. For subdivisions with private roads, the applicant shall provide "seed" money to the entity in its sinking fund for road maintenance of at least 5% of the cost of the street construction cost. The applicable association or district documents shall be reviewed and approved by the County Engineer and the County 's Attorney to ensure that they conform to these and other applicable County rules and regulations. The documents shall be filed of record at the County prior to ~~final plat approval in order to ensure that there is an entity in place for long-term maintenance of private~~



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streets and appurtenances. The association or district may not be dissolved without the prior written consent of the County. No portion of these documents pertaining to the maintenance of private streets and alleys, and assessments therefore, may be amended without the written consent of the County. The County will not assist in enforcing deed restrictions nor collecting of dues, assessments or taxes.

### **3.6.4 SUBMITTAL PROCEDURES FOR FINAL PLAT**

- A) An application for approval of a Final Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Final Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.
- B) The application for approval of a Final Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County Engineer will schedule periodic application intake meetings during which applications will be reviewed for completeness. If the application is complete, the County will notify the Owner or representative at the meeting and the County's technical review process will begin. If the application is incomplete, it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies.
- C) An administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within ten (10) calendar days of the initial submittal. Applicants are expected to respond to comments within seven (7) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to all technical comments within ten (10) days of being notified of technical deficiencies. The Final Plat will then be placed on the agenda for consideration by the Commissioners Court at a date no more than thirty (30) days from the date of the acceptance of a complete application. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may not be submitted concurrently.
- D) The County Commissioners Court will approve or disapprove a Final Plat application and notify the Owner of the result within thirty (30) calendar days after receiving an application determined by the County to be administratively complete. The Commissioners Court, at its sole discretion, may approve, deny, or approve with conditions. Applications that have not satisfactorily addressed all technical comments at least seventy-two (72) hours prior to the Commissioners Court meeting to consider the Final Plat application will be disapproved. If the application is disapproved, the County will provide a written list of the reasons for disapproval.
- E) If the Final Plat application contains property currently within an existing recorded subdivision, see Sections 3.10 through 3.11 for cancellation and revision of plat procedures. A Final Plat must incorporate all the provisions of any Preliminary Plat for the property that has previously received approval from the Commissioners Court. If changes are necessary, the approved Preliminary Plat must be revised, unless the entire tract is being final platted.

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### 3.6.5 EXPIRATION OF APPROVED FINAL PLAT

Commissioners Court approval of a Final Plat shall expire two (2) years after the date of approval if the Final Plat is not recorded. Upon written request from the subdivider showing good cause at least thirty (30) days prior to the Final Plat approval expiration, the Commissioners Court, at its sole discretion, may grant an extension. Extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations or other items as the Court may deem appropriate as a condition of the extension.

### 3.7 SHORT FORM PLATS

A) A Short Form Plat is a Final Plat that:

- 1) Consists of four (4) or fewer lots;
- 2) does not require the dedication of new streets;
- 3) includes an entire Legal Tract; and
- 4) does not require stormwater detention facilities at the time of platting. Situations that do not require stormwater detention facilities at the time a short form plat is approved:
  - a) Plats of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision. OR
  - b) Plats of 4 lots or less that are designated by plat note for commercial development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided prior to development or clearing of the lot.

B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.

C) Each lot must abut a state roadway, County Road, or Private Street of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.

D) A Preliminary Plat is not required for a Short Form Plat.

E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of these regulations for cancellation and revision procedures.

F) Refer to Sections 3.6 for Plat Requirements. Exception: Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.

### 3.8 FISCAL SECURITY FOR SUBDIVISION IMPROVEMENTS

A) Fiscal Security is a financial commitment provided to the County to ensure that the infrastructure required to support the associated subdivision will be constructed. In approving the creation of new lots, the County will require that appropriate fiscal be posted prior to recordation of the plat unless the applicant elects to have the plat held in abeyance and to construct the improvement prior to recordation. This portion of the Code is framed recognizing that the County considers the standard form for fiscal security for the construction and

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performance period to be a surety bond. Alternate forms of security may be accepted by the County as long as the financial instrument and associated security agreement satisfy the above requirements.

- B) Construction Security - In order to assure that the streets, alleys, drainageways and other public improvements are constructed in a timely manner and in accordance with civil design specifications, the owner of the subdivision shall file a Construction Bond, executed by a Surety Company authorized to do business in the State of Texas, and made payable to the County Judge of Caldwell County, Texas in the amount of one hundred and ten percent (110%) of the cost of construction.
- C) Performance Period Security - In order to guarantee that streets, alleys, drainageways and other public improvements were properly constructed and have been maintained in good condition for two (2) years following completion of construction activities, the owner/developer shall file a Maintenance Bond executed by a Surety Company authorized to do business in Texas, and made payable to the County Judge of Caldwell County, Texas in an amount no less than ten percent (10%) of the construction cost of the improvements.
- D) Fiscal security for construction must be filed with the County prior to approval of a subdivision plat for recording, or prior to the commencement of construction, and must be maintained throughout the time of the construction of the Improvements if no Security is in place at that time. Fiscal security for the performance period must be filed with the County prior to commencement of the performance period and shall be maintained throughout the performance period. If any form of fiscal security is scheduled to expire prior to the end of the activity it secures, the County will take any action required to get the fiscal extended by the Owner or the County will collect the funds from the Surety per 3.8.4 and hold them in trust until the activity being secured is completed. If the Security for a recorded Subdivision should expire before construction of the Improvements has been completed, it shall be re-posted by the party responsible for the construction of such Improvements before construction continues.
- E) Construction and maintenance bonds shall provide that, should these bonds be unenforceable as a statutory bond, the obligees shall be bound by their contract as a common law obligation.
- F) In approving a Final Plat, the Court may order that the plat be held in abeyance and not filed or recorded until the Owner has:
- submitted construction security or completed construction of the required improvements and provided a Maintenance Bond for the performance period; and
  - provided proof that the Final Plat has been approved by any other governmental entity with platting or other jurisdictional authority; and
  - met any other prerequisites set by the Court.
- G) Upon approval by the Court and determination that any prerequisites for filing have all been met, the Final Plat will be filed of record in the Plat Records of Caldwell County, along with any applicable covenants and/or restrictions, at the Owner's expense. If it is determined that any prerequisites for filing have not been met or if any other governmental entity with jurisdictional authority requires changes to the plat as it was previously approved by the Court, the court may reconsider the application and approve modifications, or the Court may withdraw its previous approval.

### 3.8.1 CONSTRUCTION BONDS

- A) The amount of the construction bond shall not exceed the estimated cost of construction of the streets, alleys,

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drainageways and other public improvements, or other maximum amount subsequently established by the State of Texas. The estimate will be based on construction plans which are acceptable to the County and current costs for such work which has been developed by the County from City, County, and State bid results and from information provided by local suppliers.

- B) Construction surety bonds to be filed with the County Judge shall be provided in a form approved by the County prior to the approval of a subdivision plat for recording, or shall be provided as directed by the County Engineer if no plat is filed.
- C) The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.
- D) The Construction Bond shall require that the owner of the subdivision will begin construction of streets, alleys, drainageways and other public improvements shown on the subdivision plat, or otherwise located, as soon as possible after the date of approval of the plat by the Commissioners Court, or as directed, and shall diligently complete such construction in accordance with County standards and specifications within a period agreed to between the owner and the County Representative , not to exceed two years.
- E) The Construction Bond shall remain in full force and in effect until all streets, alleys, drainageways , and other public improvements in the subdivision have been completed to the satisfaction of the County Representative and the County Commissioner or his agent, and the obligation has been released by official action of the Commissioners Court.
- F) In the event any or all of the streets, alleys, drainage facilities or other public improvements are not completed, and if the Contractor or Owner refuses to correct defects called to his attention in writing by the County Representative , the unfinished improvements shall be completed at the cost and expense of obligees as provided below in Section 3.8.4.
- G) The construction period may be extended by mutual agreement of the Commissioners Court and Developer provided this extended agreement includes an increase in the bond amount to cover cost increases accrued since the date of the original agreement.

### 3.8.2 MAINTENANCE BONDS

- A) The Owner shall provide a Maintenance Bond as security against damages or defective work which may occur or be identified during the two-year performance period which begins after approval of the public improvements. The Maintenance Bond will bind the Owner or contractor to maintain the newly constructed facilities and to correct any defects in materials, workmanship (including utility backfills), or design inadequacies, or damages, which may be discovered within the two-year performance period.
- B) The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.
- C) The Owner must correct or cause the Contractor to correct at his/her own expense, damages or defects due to improper construction or maintenance within 30 days after receiving written notice of such defects from the County. If the Owner fails or refuses to correct such defects within the 30-day period, or to provide acceptable assurance that such work will be completed within a reasonable time thereafter, Caldwell County

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may elect to correct or cause to be corrected any such damages or defects, charging any and all incurred expenses against the maintenance bond.

- D) Security shall be released by official action of the Commissioners Court if the project exists in a good state of operation and repair which meets County Standards for the period of two (2) years from the date of official release of Construction Security.
- E) Periodic inspection of all streets and alleys for which Maintenance Security is held will be made by the County Representative during the period of liability covered by the Maintenance Bond; and, in the event any or all of the streets, alleys, drainageways and other public improvements are not being properly maintained, the owner will be so advised in writing and if, after a reasonable time, he fails or refuses to perform proper maintenance of streets, alleys, drainageways and other public improvements, they shall then be maintained at the cost and expense of obligees as provided below.

### 3.8.3 FORMS OF SECURITY

The following forms of security are considered acceptable for insuring a Developer's promise to properly construct and maintain streets, alleys, drainage facilities and other public improvements in a subdivision in Caldwell County:

#### A) Surety Bond

- Construction and Maintenance Bonds are considered to be the standard form of fiscal security for subdivision improvements in Caldwell County and they shall meet the requirements of this Section when used.

#### B) Cash Deposit.

- The offer of cash in lieu of Bond shall be accompanied by a Cash Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves Cash Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
- The conditions of the Cash Security Agreement are as stated on the forms provided by the County. The general conditions of the Cash Security Agreement are the same as those stated for the Construction and Maintenance Bonds.
- The Cash Security Agreement shall be provided in a form approved by the County.

#### C) Letter of Credit

- The County, at its sole discretion, may accept a Letter of Credit as fiscal security for the construction of improvements and/or the subsequent performance period.
- The offer of Letter of Credit in lieu of Bond shall be accompanied by a Letter of Credit Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves a Letter of Credit Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
- The conditions of the Letter of Credit Security Agreement are as stated on the forms provided by the County. The general conditions of the Letter of Credit Security Agreement are the same as those stated for the Construction and Maintenance Bonds.

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- The Letter of Credit Security Agreement shall be provided in a form approved by the County.

### 3.8.4 COLLECTION OF SECURITY

- A) The construction security will remain in full force and in effect until all public Improvements have been approved and are performing to County standards at the end of the construction period. The maintenance security will remain in full force and in effect until all public improvements have passed inspection and have been approved for acceptance by the County at the end of the performance period.
- B) In the event any or all of the Improvements fail to meet County standards and the Owner fails or refuses to correct defects or damage called to his attention in writing by the County, the County may collect the security to complete the improvements. The County Judge is authorized to execute notices of intent to collect on posted Security without the necessity of Commissioners Court action, but the Court must authorize the collection of the Security.
- C) Recovery on construction and maintenance bonds shall not be limited or exhausted by one or more recoveries of less than the total amount of such bonds.
- D) The County may draw upon any security posted under this agreement upon the occurrence of one or more of the following events:
  - 1) The failure of the subdivider to construct or complete the Improvements to applicable County Standards;
  - 2) The subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
  - 3) The acquisition of the property or a portion of the property by the issuer of the security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
  - 4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements;  
or
  - 5) The determination by the Commissioners Court that the completion of one or more of the public improvements is in the public interest.
- E) The collection on Security and the implementation of construction to complete necessary improvements to the extent possible with the resulting funds does not constitute acceptance of the improvements for maintenance. The County is not a subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee on behalf of the public.
- F) Request for collection of securities must be approved by the Commissioners Court and signed by the County Judge and, in the case of collection for construction, only after it as been determined that failure to complete construction, extend the security instrument's period of coverage, or correct deficiencies is not due to weather , acts of God, strikes or other reasons beyond the Developer's control.

### 3.8.5 RELEASE OF SECURITY

- A) Substantial completion shall be defined as the date ten (10) days prior to the date that, in the opinion of the Owner or his/her consulting engineer, all work will be finished. On this date, the Owner will: (1) notify the Inspector in writing that the work has been substantially completed; (2) request a list of any unfinished work

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to be completed in said 10 days; and (3) require his/her consulting engineer to prepare and forward a Construction Summary Report to the County, which is required for advance preparation of the County Approval of Construction Letter.

- B) Within four (4) working days after the Owner has given the Inspector written notice that the work has been substantially completed, the Inspector will review the work and a report will be prepared for the Owner with copies provided to the Owner's consulting engineer and the contractor. This report will include: (1) any remaining items discovered which do not comply with the construction documents ; (2) County requirements not completed; and (3) any other items required for the issuance of the Approval of Construction Letter.
- C) A construction approval meeting will be held at the site of the work and at a time agreed to by the County Representative and the Owner. The Owner will invite contractors to the meeting as appropriate and will invite attendance by the Owner's consulting engineer. An Approval of Construction Letter will be issued by the County within five (5) days of the onsite meeting if all items listed below in this Section are in order. If there are exceptions, a Letter of Exception will be issued instead with reasons stated for the exceptions. An Approval of Construction Letter will then be issued when the exceptions are cleared. The Approval of Construction Letter will be issued contingent upon the following documents being supplied to the County:
- 1) A Construction Summary Report.
  - 2) Owner's consulting engineer's concurrence letter.
  - 3) Reproducible construction plans, certified as "Record Drawings", by the Owner's consulting engineer.
  - 4) The Bond or bonds for the one-year performance period for public Improvements.
  - 5) If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision.
- D) After the Approval of Construction Letter has been issued, the public streets and drainage will be accepted by the Commissioners Court and the construction will be monitored by the County for the two year performance period. If damages, failures , or defects appear, the Owner will be notified to make corrections.
- E) In addition to the contractor's two-year warranty on construction , Developers of proposed roadways which will not be maintained by the County, including private roads, shall demonstrate financial responsibility for street and drainage infrastructure by providing proof of the following:
- 1) escrowed funds totaling, or insurance covering, 10% of the construction cost for emergency repairs; and,
  - 2) mechanisms for collecting dues from associated property owners; or property tax assessments established and sufficient to support annual maintenance costs and to support a sinking fund for street rehabilitation .
- F) In lieu of leaving 10% of the fiscal security in place for the performance period, the Owner may submit a maintenance bond in a total sum of 10% of the cost of the construction of the public Improvements guaranteeing the work and warranties. The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States, and if it is licensed to write such bonds in the State of Texas.
- G) After the Approval of Construction Letter has been issued, the streets and drainage will be accepted by the Commissioners Court and the Improvements will be monitored by the County during the two-year

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performance period. If failures or damages appear, the Owner will be notified to make corrections. Upon expiration of the two-year performance period, and if no damages or defects have been identified and reported to the Owner by the County Representative, the County will release the maintenance bond.

- H) The County Representative shall notify the Commissioners Court of the satisfactory construction and maintenance (during the performance period) of public and private improvements. The Commissioners Court may then authorize accepting public improvements for permanent County maintenance. Upon acceptance of the public improvements, the County will fully release all posted security for public improvements. Upon approval of private improvements at the end of the performance period, the County will fully release the security for the private improvements and will cause to be issued a release statement, signed by the County Judge, releasing the owner and surety from further obligation under the maintenance bond.
- I) Sections or phases of subdivisions must be completed in their entirety, excluding sidewalks. No allowances will be made for accepting partially completed sections or phases without the approval of a variance from the Commissioners Court.

### **3.9 SUBDIVISION PLATS WITH PRIVATE STREETS**

- A) Subdivisions having private streets may be established only under the terms set forth in this ordinance, and pursuant to any other ordinances or guidelines for private street developments as may be adopted for use by the County either as part of this ordinance or as separate ordinances or policies. All private streets shall be designed and constructed in accordance with the County's standards for publicly dedicated streets. The term "private street" shall be inclusive of alleys, if such are to be provided within the subdivision.
- B) Private streets shall be permitted only within a subdivision satisfying all of the following criteria:
  - 1) The streets to be restricted to private use are not intended for regional or local through traffic circulation.
  - 2) The subdivision is located in an area that is surrounded on at least three (3) sides, meaning at least seventy-five percent (75%) of the perimeter, by natural barriers, such as creeks, floodplains, steep topological slopes, geologic formations or wildlife preserves, or by similar barriers created by man, such as a golf course or linear park (non-qualifying barriers would include screening walls, roadways, man-made drainage ditches or berms, utility easements and rights-of-way).
  - 3) The subdivision is not located adjacent to an existing or approved public street subdivision that can be reasonably connected, even though the street connection would require construction of a bridge or culvert (in that instance, the two subdivisions shall be connected as public street subdivisions unless the bridge or culvert would be so expensive as to be impractical or unfeasible).
  - 4) A mandatory property owners' (homeowners') association, which includes all property to be served by the private streets, will be formed.
  - 5) The subdivision conforms to any other special guidelines for private street developments as may be approved separately by the County.
- C) Roads or streets that are shown on the County's Thoroughfare or Transportation Plans such as highways, major or minor thoroughfares, arterials, or collectors, shall not be used, maintained or constructed as private streets.
- D) A private street subdivision shall not cross or interfere with an existing or future collector or arterial street.



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- E) The County may deny the creation of any private street if, at its sole discretion, the County determines the private street would negatively affect traffic circulation on public streets; would impair access to the subject or adjacent property; would impair access to or from public facilities including schools or parks; or would cause possible delays in the response time of emergency vehicles.
  - F) Layout requirements for subdivisions with private streets can be found in Appendix A.4.
  - G) The County shall not pay for any portion of the cost of constructing or maintaining a private street.
  - H) Applications for subdivisions with private streets must include the same plans and engineering information required for public streets and utilities. County requirements pertaining to review and approval of improvements shall apply, and fees charged for these services shall also apply. The County may periodically inspect private streets, and may request any repairs necessary to ensure efficient emergency access and to protect the public health, safety, convenience and welfare.
  - I) A site plan showing the design and location of all proposed access restricted entrances shall be submitted for review by the County Engineer, along with the engineering plans for the subdivision, and must be approved by the County along with approval of the Preliminary Plat.
  - J) The subdivision final plat shall include the acknowledgement provided in Section 3.6.2(H).
  - K) The subdivision final plat, property deeds and property owners' association documents shall note that certain County services may not be provided for private street subdivisions. Among the services which will not be provided are: routine law enforcement patrols, enforcement of traffic and parking regulations, and preparation of accident reports.
  - L) On the subdivision final plat shall be language whereby the property owners' association or district, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the County, any other governmental entity, and any public utility entity for damages to private streets that may be occasioned by the reasonable use of the private streets by same, or for damages and injury (including death) arising from the condition of the private streets, use of access gates or cross-arms, or use of the subdivision by the County or any other governmental or utility entity.
  - M) Property owners' association documents or district by-laws, as applicable, shall reference Section 5.2(A) and shall contain provisions that describe how the association or district may make application to the County to accept private streets and any associated property as public streets and right-of-way. The association documents shall also provide for the County's right to assess the property owners for the cost of remediation of improvements whether a voluntary or involuntary conversion to public right-of-way is pursued under this ordinance.

### 3.10 CANCELLATION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, cancellations of plats within the ETJ of a municipality must be approved by both the municipality and the County.
- B) A person owning real property that has been legally platted into lots or blocks may apply to the Commissioners Court to cancel all or part of the subdivision, including cancellation of dedicated easements

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or rights-of-way within the subdivision or portion thereof to be canceled. If the Commissioners Court determines that the cancellation of all or part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the Commissioners Court shall authorize the owner of the subdivision to file an instrument canceling the subdivision in whole or in part. If the cancellation is approved, the property will be re-established as acreage tracts as it existed prior to subdivision. Notice of the proposed subdivision cancellation shall be published in the local newspaper at least 21 days prior to the public hearing held at a regular Commissioners Court meeting. In the event the cancellation is being done to facilitate a replat, the replat will be processed simultaneously with the cancellation action. The following documentation is required to be submitted for review prior to placing the request on the Commissioners Court agenda:

- 1) Copies of the plat to be canceled. If only a partial cancellation is being requested, the lots, blocks, and/or right-of-way to be canceled must be delineated.
  - 2) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
  - 3) Copies of the current owner's deed(s) for the area to be canceled.
  - 4) A request for cancellation.
    - a) If the request is for cancellation of the entire subdivision, a copy of the cancellation document must be provided showing the notarized signature of all the owners of the lots or blocks in the subdivision.
    - b) If the request is for only a portion of the original plat, the document must reflect the notarized signature of at least 75% of the owners of the original lots in the subdivision, phase, or identifiable part. However, if the owners of at least 10% of the original lots file written objection to the cancellation with the Court, the granting of an order of cancellation is at the discretion of the Court.
  - 5) In the case of utility easement or rights-of-way cancellation, letters from utility providers either stating that the release of the easements and/or rights of way will not create a limitation on area service, or specifying areas to be retained for easements.
  - 6) Certification of public notice at least 21 days prior to the court hearing.
- C) The Caldwell County Clerk shall write legibly on the cancelled plat the word "Cancelled" and shall enter on the plat a reference to the volume and page at which the cancelling instrument is recorded. On the execution and recording of the cancelling instrument, the cancelled plat has no effect.

### 3.11 REVISION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, revision of plats within the ETJ of a municipality must be approved by both the County and municipality under the municipality's established rules for replatting without vacating or amending subdivision plats.
- B) A person who has subdivided land that is subject to the subdivision controls of the County may apply in writing to the Commissioners Court for permission to revise the subdivision plat filed for record with the County Clerk.
- C) After the application is filed with the Commissioners Court, the Court shall publish a notice of the application ~~in a newspaper of general circulation in the County. The notice must include a statement of the time and~~

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place at which the Court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting. If all or part of the subdivided tract has been sold to nondeveloper owners, the Court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address.

- D) The following documentation must be submitted for review prior to placing the request on the Commissioners Court's agenda:
  - 1) Copies of the plat proposed to be revised, with a delineation of any partial revisions.
  - 2) Current ownership information for the subdivision.
  - 3) An agreement, if any, signed by lot owners who may be affected by the revision.
- E) The Commissioners Court shall adopt an order to permit the revision of the subdivision plat, if it is shown to the Court that:
  - 1) the revision will not interfere with the established rights of any owner of a part of the subdivided land; or
  - 2) each owner whose rights may be interfered with has agreed to the revision.
- F) If the Commissioners Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat.

### **3.12 VARIANCE PROCEDURES**

- A) The Commissioners Court may grant a variance from these regulations if an applicant requests the variance in writing and finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property with similarly timed development. Where such conditions are found, the variance permitted shall be the minimum departure from the terms of this regulation necessary to avoid such deprivation of privileges and to facilitate a reasonable use.
- B) The Commissioners Court may not grant a variance if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development , or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- C) The Commissioners Court reserves the right to require that granting of a variance shall be contingent upon the recordation / codification of special conditions and requirements as identified and stipulated by the Court.
- D) No variance shall be granted regarding bonding.
- E) All variances must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.
- F) When variances are required to the standards or procedures of this ordinance, they shall be submitted and approved prior to submitting an application under this ordinance.

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## 4.0 CONSTRUCTION PERMIT PROCEDURES

### 4.1 GENERAL

- A) In order to insure safe and proper engineering design of streets, driveways , utilities and drainage systems, construction drawings and specifications , prepared and certified by a Professional Engineer licensed to practice in the State of Texas, shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for subdivision or site construction located in Caldwell County.
- B) Design specifications for commercial site and subdivision projects shall conform to acceptable and usual engineering design practice and the requirements specified in the appendices to this document.
- C) For design elements not defined by this Ordinance or other Caldwell County regulations: Subdivisions may be designed using AASHTO (American Association of State Highway and Transportation Officials) Design Criteria, TxDOT Roadway Design Criteria, or criteria adopted by a municipality if that criteria is more stringent than County Standards. Other County approved design and construction guidelines include, but are not limited to: ACI (American Concrete Institute); AASHTO "A Policy and Geometric Design of Highways and Streets", 1990 ; AASHTO "Standard Specifications for Highway Bridges", 1996 ; AASHTO "Roadside Design Guide"; Institute of Transportation Engineers "Guidelines for Urban Major Street Design" Texas Accessibility Standards, as adopted by the Texas Commission on Licensing and Regulation; TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges; the Texas Manual on Uniform Traffic Control Devices; and TxDOT Operations and Procedures Manual. Refer to the appendices for drainage design guidelines. Additional Design Guidelines may be approved by the County on a case-by-case basis.
- D) Construction plans for subdivision streets and drainage improvements , commercial site construction, manufactured rental home communities, work in the public right-of-way , or construction to alter an existing floodplain shall be submitted to the County Engineer for approval. No construction activity may begin prior to County approval of construction plans.
- E) Construction Permits issued are valid for two (2) years or until construction is complete, whichever comes first. At the discretion of the Commissioners Court a single extension for a period of one (1) year may be granted without re-application if 1) the plan for construction has not changed, 2) the applicant can demonstrate that they have made reasonable attempts to construct the improvements and 3) the applicant can demonstrate that they have a reasonable expectation of completing the construction in the additional time granted.
- F) A copy of the approved Construction Permit shall be posted on site for the duration of construction activities covered under the permit. The posting shall be visible from the nearest major roadway(s) adjacent to the development.
- G) Submittal Procedure:
- An application for approval of a Construction Permit shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed construction is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Construction Permit must be submitted concurrently to both the County and any other governmental entity with jurisdiction .

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- The application for approval of a Construction Permit will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County Engineer will schedule periodic application intake meetings during which applications will be reviewed for completion. If the application is complete, the County will notify the Owner or representative at the meeting that the County's technical review process will begin. If the application is incomplete, it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies.
  - An administratively complete application for a Construction Permit will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Construction Permit is determined to be non-compliant, it will be returned to the Owner with comments within ten(10) calendar days for the initial submittal. Applicants are expected to respond to comments within seven (7) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within ten (10) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion.
  - The County Engineer will approve or deny the Construction Permit within 30 days of accepting a complete application. If an application is denied, the applicant will be provided with a written list of the reasons for disapproval.

## **4.2 SUBDIVISION CONSTRUCTION PERMIT PROCEDURES**

### **4.2.1 SUBDIVISION CONSTRUCTION PLAN ELEMENTS**

Subdivision construction plans shall require the following information and formatting:

- A) Plans shall contain a signature block for approval by the County in addition to all other typical information found on construction plans and all other data necessary for construction. The County Engineer must approve language provided in the General Notes and Special Notes.
- B) Plans shall contain a print of the subdivision plat reduced to a size and a scale divisible by ten (10) to conform to the scales of construction drawings.
- C) Design details for the construction of streets and drainage facilities shall conform to the requirements of these regulations and shall be of a scale ratio no less defined than one inch to fifty feet (1' = 50') horizontal and one inch to five feet (1' = 5') vertical. Existing ground line and finished grade profiles shall be shown at the centerline of the right-of-way. Street cross-sections including road shoulders and ditch lines shall be provided at intervals no greater than 100 feet.
- D) Typical cross-sections shall be provided for roadway sections having similar drainage and/or traffic carrying requirements.
- E) All existing and proposed drainage and utility appurtenances shall be shown in plan and profile;
- F) Plans for the installation of storm sewer and sanitary sewer shall show the horizontal alignments and grades in both plan and profile.
- G) The location and installation of utilities within drainage easements shall be allowed only when no other

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practical alternative exists. A separate utility easement, outside that required for the floodway, shall be provided wherever possible.

#### 4.2.2 SUBDIVISION UTILITY DESIGN GENERAL REQUIREMENTS

- A) Plans for the installation of sanitary sewer lines, water lines , electric lines, gas lines or any other similar underground service line are required to be approved by the entity providing the proposed service and by the governmental agency(ies) having appropriate jurisdictional authority (Texas Commission on Environmental Quality, Guadalupe Blanco River Authority (GBRA), Lower Colorado River Authority (LCRA), water district , etc.).
- B) After review and approval by the service provider, and before approval of subdivision construction plans by the County, approved utility plans shall be submitted to the County for final approval of system location and alignment; depth of cover; type and method of backfill; restoration of surfaces after installation; location of valves, controls or manholes; and other features projecting to the surface which can be expected to affect public roadways and ROW.
- C) Plans showing the lines and grades in both plan and profile are required for the installation of water line in excess of twelve inches (12") in diameter. Smaller lines may be shown in plan view only if typical details are provided which clearly indicate the depth of the water line under streets, drainage ditch and culvert flowlines , and the horizontal location and depths of other utilities.
- D) Plans for the installation of storm sewer and sanitary sewer lines shall show alignments and grades in both plan and profile.
- E) Location and installation of utilities within a drainage easement shall be allowed only when no other practical alternative exists. A separate public utility easement, outside that required for the floodway , shall be provided wherever possible .

#### 4.2.3 SUBDIVISION EROSION & SEDIMENTATION CONTROL REQUIREMENTS

Temporary erosion and sediment controls shall be provided for all subdivision construction activity sufficient to capture and control construction phase sediment loads and to prevent siltation of downstream waterways. Permanent erosion and sediment controls shall be provided sufficient to permanently stabilize all disturbed areas, prevent erosion in channels and at drainage structure outfalls during high flow events, and protect the integrity of structural improvements. Erosion and sediment control requirements for subdivision are presented in Appendix F.

#### 4.2.4 SUBDIVISION CONSTRUCTION PERMIT SUBMITTAL REQUIREMENTS

A construction permit application for subdivision projects may be submitted to the County Review Coordinator during normal office hours. Applications for subdivision construction must be accompanied by:

- A) one set of the consulting engineer's construction drawings for streets, drainage , water , wastewater , and other required civil design elements.
- B) one copy of the geotechnical report establishing pavement design standards based on AASHTO pavement thickness design for a full 20-year life.

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- C) a plan outlining QA/QC activities needed to monitor the construction process and confirm that the permitted improvements meet the design criteria.
  - D) The Engineer's Opinion of Probable Cost signed and sealed by the engineer of record for street, drainage and utility improvements including estimated quantities, unit prices, and contingencies.
  - E) An engineer's summary letter outlining the nature of the project and any requests for the use of other standards from the design standards with justification for such applications.
  - F) A traffic impact analysis for developments that generate traffic volumes in excess of 2,000 vehicle trips per day.

#### **4.2.5 PRIVATE STREET REQUIREMENTS**

Private streets will be permitted through the same process as public streets but have additional requirements as follows:

- A) In addition to the street names , the Lot and/or Block information associated with the private streets shall be shown on the construction plans.
- B) The permit application shall include a copy of the documents establishing the property owners association and identifying the prescribed terms and acknowledgements as outlined in this ordinance.
- C) The permit application shall include a copy of the association's or district's Court approved plan demonstrating private financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. as set forth in Section 3.9 (E).

### **4.3 COMMERCIAL SITE CONSTRUCTION PERMIT PROCEDURES**

A commercial site construction permit is required for development and construction or alteration of improvements on any lot for any use other than a residential structure. Except as provided in Section 4.3.3 below, a site plan must be approved and released before: a) a person may change the use of property; orb) a person may develop property.

#### **4.3.1 PRE-APPLICATION CONFERENCE**

A pre-application conference is mandatory for all commercial site plan permits. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed construction is to occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide:

- a copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
- a sketch or rendering of the proposed development showing adjacent roadways; adjacent land uses; floodplain ; existing creeks, streams, and areas of concentrated stormwater flow; conceptual layout of site buildings, parking, detention and fencing; and existing utilities.

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It is highly encouraged, but not required, that the Applicant's engineer attend the pre-application meeting and that the Applicant bring exhibit(s) showing the location of the proposed construction as well as sketches showing the conceptual development plan for the property. The County Commissioner and staff will meet with the owner or agent and will review proposal for compliance with requirements of County ordinances and transportation or infrastructure plans. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

#### 4.3.2 REQUIREMENTS FOR COMMERCIAL SITE CONSTRUCTION PERMIT

For all Commercial Site Construction, the parcel for which the permit is required must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or be exempt from platting under provisions of this ordinance or the Texas Local Government Code.

Commercial Site Construction permit applications shall be accompanied by construction drawings and specifications prepared and certified by a Professional Engineer licensed to practice in the State of Texas. Site construction drawings shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for commercial site projects. Design specifications for site construction projects in Caldwell County shall conform to design requirements specified in the appendices to this document. Site Construction Permit applications shall be accompanied by:

- A) An engineer's summary letter outlining the nature of the project and any requests for the use of alternative design standards with justification for such applications.
- B) Proof of Texas Accessibility Standards (TAS) registration with the Texas Department of Licensing and Registration (TDLR) or proof of the projects exemption from TAS registration.
- C) A copy of the deed or other officially recorded documentation establishing ownership of the property.
- D) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- E) If the site construction includes addition of or expansion structures that generate wastewater and is to be served by an on-site sewage facility (OSSF), the site construction application shall be accompanied by an OSSF application. Applications for the site construction and OSSF permits will be processed concurrently. In cases where the OSSF is existing and adequate to serve the planned improvements, a letter from the Director of Sanitation confirming the adequacy of the existing system to meet the demands of the planned improvements may be substituted.
- F) If the site construction includes a new driveway or improvement of an existing driveway, or if it alters the intensity of the site use so as to bring into question the adequacy of the existing driveway under this ordinance, the site construction permit shall be accompanied by a driveway permit application. Applications for the site construction and driveway permits will be reviewed concurrently.
- G) An estimate of probable cost for all phases of proposed construction prepared by the architect or engineer bearing the signature and seal of the responsible professional.
- H) If the development is located in or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be two (2) feet above the adjoining base flood elevation and the following must accompany the permit:
  - a) base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
  - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.



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- c) proposed elevation of the improvements.
- I) A traffic impact analysis for site development projects that generate traffic volumes in excess of 1,000 vehicles trips per day.
- J) Proof of potable water service in the form of 1) receipt for paid impact/ meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well. 4) an engineered or certified rainwater collection system.
- K) An Engineering Summary Report. The summary report shall be signed and sealed by the responsible Professional Engineer and shall address the following topics:
- 1) An engineering drainage report to support all drainage designs including complete computations provided in an orderly manner with clearly stated assumptions and design basis.
  - 2) If any revision to a FEMA Flood Insurance Study is required, discussion of the character of the changes and the reasons requiring map revision shall be provided.
  - 3) Specification of the source of water and wastewater service including copies of relevant service letters and other necessary approvals.
- L) Construction plans conforming to the following:
- 1) Cover Sheet showing name, address and phone numbers for the record Owner, proposed project name, location map, sheet index, certifications and signature blocks, the names of the engineer and surveyor, the project address, the submittal date, and the bearing basis and benchmarks list.
  - 2) Existing Conditions Sheet showing property lines with bearings and distances; locations of existing structures and improvements; significant trees 12" caliper and larger; centerline of drainageways and existing drainage structures; 100-year floodplain boundaries if applicable; existing topographic data at 1-foot contour intervals; locations , sizes and descriptions of all existing utilities; location, dimensions, names and descriptions of all existing or recorded rights-of-way and easements; and location of City Limit and ETJ lines.
  - 3) Erosion and Sedimentation Control Plan showing location, size and character of all temporary and permanent erosion and sediment control measures, contractor staging areas, and proposed cut and fill areas.
  - 4) Site Plan showing location and dimensions of all existing and proposed buildings, driveways, and parking facilities with sufficient dimensional control information to allow proper construction staking.
  - 5) Grading and Drainage Plan with drainage areas and design flows; detailed design of drainage facilities including channel sections, storm sewers, and detention basins; existing and proposed topographic conditions at one-foot intervals; benchmarks; and design flow calculations.
  - 6) Base flood elevations and existing and proposed finished floor elevations for any structures located in a floodplain or within three hundred (300) feet of a floodplain.
  - 7) Utility Plan Sheet showing layout and pipe sizes for the proposed water distribution and wastewater collection systems; well locations ; on-site wastewater treatment and disposal system locations with design capacity information, if applicable; locations of fire hydrants, valves, meters; design details for connections to municipal water system; plan and profile information for water utility line in the public ROW or public utility easements; and, if applicable, detailed design sheets for lift stations.
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8) Construction Details.

#### 4.3.3 COMMERCIAL SITE PLAN EXEMPTIONS

The County Engineer, with approval of the Commissioners Court, may determine that a project is exempt from County site permitting requirements. A site plan is not required for the following:

- A) Construction or alteration of single family, two-family (duplex), or three-family (triplex) properties.
- B) Removal of a tree not protected under this ordinance.
- C) Interior alteration of an existing building.
- D) Construction of a fence that does not obstruct the flow of water.
- E) Clearing of an area 15 feet wide for surveying and testing.
- F) Restoration of an existing building that begins within 12 months of the date of the damage.
- G) Placement of a temporary commercial portable building that does not impede or divert drainage. For the purposes of this exemption "temporary " means a duration of less than six (6) months and the intended uses include job site construction trailers, sales trailers, etc. Removing and replacing the portable building does not restart the six (6) month temporary use limitation.
- H) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT qualifies for permitting as a Residential Construction Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)

#### 4.4 RESIDENTIAL CONSTRUCTION PERMIT

- A) The following activities require a Residential Construction Permit through Caldwell County:
  - Construction or installation of a residential structure.
  - Additions to existing residential structures that result in an increase in the number of bathrooms or bedrooms.
  - Reconstruction or rehabilitation of an existing residential structure damaged by fire or flood where the estimated cost of reconstruction or rehabilitation exceeds 30% of the pre-damage value of the structure.
- B) Enclosure of an existing staircase or porch, construction of a carport for fewer than 10 cars, construction of a deck, roof replacement, remodeling of an exterior facade and sidewalk construction are specifically exempted from the requirement to obtain a Residential Construction Permit.
- C) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT, qualifies for permitting as a Residential Construction

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Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)

- D) Residential Construction Permits issued are valid for two (2) years or until construction is complete, whichever comes first.
- E) A residential construction permit application shall be accompanied by the following:
- A copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
  - A copy of the deed or other officially recorded documentation establishing ownership of the property.
  - Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
  - A sketch or rendering of the proposed construction or addition showing location of existing structures; existing and proposed driveway(s); approximate distances from the improvements to existing property boundaries; floodplain; easements; residential or public water wells; location of on-site sewage facilities including tanks, pumps, and effluent fields.
  - The foundation of all residential homes should be a minimum of twelve (12) inches higher than the surrounding ground.
  - Proof of potable water service in the form of 1) receipt for paid impact/ meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well.. 4) an engineered or certified rainwater collection system.
  - If the residence is located inside of or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be at least two (2) feet above the adjoining base flood plain elevation and the following must accompany the permit:
    - a) Base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
    - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
    - c) proposed elevation of the improvements.
  - If served by an on-site sewage facility, a copy of the approved OSSF permit issued through Caldwell County.

The parcel for which the permit is being applied must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or exempt from platting under the provisions of this ordinance or the Texas Local Government Code.

## **4.5 MANUFACTURED RENTAL HOME COMMUNITY STANDARDS**

As authorized under Section 232.007 of the Texas Local Government Code to protect public welfare and promote orderly development within the County, Caldwell County adopts the standards provided in the Appendices to this ordinance for construction of streets, drives , floodplains and drainage within Manufactured Rental Home Communities. Developers of Manufactured Rental Home Communities shall apply for approval under the general guidelines, process and Fees applicable under Section 3.0 of this Ordinance. Construction or development of a

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Manufactured Rental Home Community may not begin until the Plat of the planned community is approved by Commissioners Court and the Construction Plans are approved by the County Engineer in accordance with this Ordinance.

#### 4.5.1 PLAT REQUIRED

For the purpose of Manufactured Rental Home Community review and permitting, a Plat complying with the standards of Section 3 prepared by an RPLS of the proposed community shall be prepared showing the general features, boundaries, areas designated for common use (such as joint use access areas, rights-of-way , areas designated for utilities) as required for subdivision plats. The Plat of the community shall comply with Appendix A of this Ordinance and indicate the dimensions and area for each Manufactured Rental Home.

#### 4.5.2 CONSTRUCTION PLANS

Construction plans for the Manufactured Rental Home Community shall accompany the Plat application to Caldwell County and be subject to the standards, review procedures and processes of Section 4.2, and the appendices of this Ordinance . Manufactured Rental Home Communities shall comply with Sections 3.8 (Fiscal Security for Subdivisions) and 5.1 (Construction Inspection Procedures) of this Ordinance.

#### 4.5.3 ADDITIONAL REQUIREMENTS

Manufactured Rental Home Communities shall meet the following additional requirements:

- Design and construction of all streets shall follow standards for Private Streets as provided in this Ordinance. EXCEPTION: Streets within Manufactured Rental Home Communities will NOT be considered for conversion to a Public Street or acceptance by the County for maintenance. Notes and Certifications in Section 3 related to private street conversion to public street or acceptance by the County for maintenance shall be appropriately modified.
- Manufactured rental homes shall not be located in flood prone areas. Any lots for manufactured rental homes that include or are adjacent to flood prone areas shall require specification of an easement defining the boundary of the regulatory floodplain and prohibiting construction therein.
- All mobile homes must be tied down or anchored in accordance with TCEQ standards.
- The foundation of all mobile homes must be closed in.

#### 4.6 WORK IN THE PUBLIC RIGHT-OF-WAY PERMIT PROCEDURES

All construction or activity of any kind within the County 's right-of-way , including installation of overhead or underground utilities; construction, expansion, or rehabilitation of driveways; construction of sidewalks, signage or drainage facilities; placement of fill; grading; paving; surveying; blocking of traffic; boring under the highway; or any other activities which may affect normal operations within the public right-of-way shall require issuance of a Work in the Public Right-of-Way Permit in accordance with the Appendices of this Ordinance.

#### 4.7 FLOODPLAIN REVISION PROCEDURES

Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or site construction permits in Caldwell County shall include detailed

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hydrologic and hydraulic analyses of existing and proposed Base Flood Elevations (BFE) and floodplain boundaries. If it is determined by the County Engineer or Floodplain Administrator that changes to BFE's and floodplain boundaries along regulatory floodplains warrant notification to FEMA and revision of existing maps, the applicant shall submit appropriate applications and documentation and shall provide copies of correspondence necessary to achieve FEMA approval of map revisions. Procedures and policies regarding floodplain revision are presented in Appendix H.

## **4.8 WAIVER PROCEDURES**

- A) The County Engineer may grant a waiver from Section 4 of this Ordinance and from the technical standards outlined in the Appendices if an applicant requests it in writing and the County Engineer finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property. Where such conditions are found, the waiver permitted shall be the minimum departure from the terms of this regulation as necessary to avoid such deprivation of privileges enjoyed by such other property and to facilitate a reasonable use. The County Engineer may not grant a waiver if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development , or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- B) The County Engineer reserves the right to require that granting of a waiver shall be contingent upon the recordation/codification of special conditions or design requirements as identified and stipulated by the County Engineer.
- C) Waivers for engineering design and compaction tests shall not be granted except as may be determined to be an acceptable and usual engineering practice and approved by the County Engineer and the County Commissioner.
- D) All waivers must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.
- E) An applicant may appeal a waiver determination made by the County Engineer to the Commissioners Court.
- F) When waivers are required to the standards or procedures of this ordinance, they shall be submitted and approved prior to submitting an application under this ordinance.

## **5.0 OTHER DEVELOPMENT PROCEDURES**

### **5.1 CONSTRUCTION INSPECTION PROCEDURES**

- A) The Owner or his contractor shall notify the County Representative a minimum of forty-eight (48) hours prior to the time of start of construction of streets and drainage in the subdivision. Start of clearing shall be defined as clearing of road right-of-way only. Contractors working within public rights-of-way shall obtain a permit and provide prior notice at least forty-eight (48) hours in advance of construction to all utility companies and other relevant stakeholders with facilities located in the right-of-way.
- B) The Owner will require any contractor performing work to keep accessible on the work site a copy of approved construction documents with the latest revisions for the use of representatives of the County, Owner, and the Owner's engineer.

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- C) The Owner shall designate a representative(s) to be responsible for all communications with the County concerning the work. The inspected work must not deviate from the approved construction documents. Field adjustments which do not affect project integrity, cost, or construction time, and which are consistent with the intent of the design, will be approved by the County Representative. After initial approval of the Construction Documents, the Owner may make changes to the construction documents, subject to the approval of the County Representative, and any such approved changes will be forwarded to the Inspector.
- D) Procedures for construction inspection shall include the following:
- 1) The Owner and his contractor shall request and attend a pre-construction meeting with the County Representative. Schedule of construction and frequency and type of field inspections and source and number of field tests will be determined at this meeting. If on-site or local unprocessed base material is proposed, or if "density control" is specified, a representative of the Owner or contractor's field control lab shall also attend the preconstruction meeting.
  - 2) The Owner will distribute approved plans prior to convening the pre-construction meeting. The pre-construction meeting will be held prior to start of any construction. At a minimum, the conference shall consist of introduction of all parties with an exchange of phone numbers and addresses and a discussion of: (1) start dates and schedule of events; (2) erosion and sedimentation controls; (3) traffic control and barricades; (4) identification of superintendents ; (5) special conditions or provisions to plans and/or specifications including the approved QA/QC plan; and (6) final acceptance guidelines. A minimum of two days notice of the conference will be given to the:
    - a) Owner's representative.
    - b) Consulting engineer for the Owner.
    - c) Contractors for roads, drainage, and utilities.
    - d) City engineers, if appropriate;.
    - e) Water and wastewater construction inspectors, if appropriate.
    - f) County Engineer.
  - 3) Field inspections and field control tests shall be performed in accordance with the approved QA/QC plan and include, but are not limited to, the following:
    - a) Utility installation backfill and density tests as required.
    - b) Preconstruction inspection of any on-site or local sources of base material. If directed by the Inspector, a testing laboratory shall make site and laboratory investigations at the Owner's expense to confirm that materials meet required construction specifications.
    - c) Sub-grade preparation including fills, cuts, ditch excavation and sub-grade sterilization. Notify the Inspector prior to all materials tests. Copies of all test results are to be provided to the Inspector including any retests. All retest results will clearly identify the failed test that they are addressing so that an audit can be completed. Approval by the Inspector is required prior to placement of base.
    - d) Placement and compaction of base material as required. Notify the Inspector prior to all materials tests. Approval by the Inspector is required prior to placement of pavement.
    - e) Pavement of roads and streets as required. The contractor shall notify the Inspector at least twenty-four (24) hours prior to start of paving after base is approved. He shall provide any required data on

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pavement mixes, tests to be performed, etc., at least five (5) days prior to start of paving. Pavement placement and consolidation may be inspected at the option of the County.

- 4) When a major item, such as excavating, placing of storm sewer pipe, processing of base, placing of curb and gutter, placing of structures, laying asphaltic concrete, or construction of drains, is under way, the Inspector will make follow up visits to the site at appropriate intervals. If the work is stopped for any reason (e.g., rain, strike, lack of materials, equipment breakdown, etc.) for seven (7) calendar days or more, the Inspector shall be notified twenty-four (24) hours in advance of work startup.
- 5) The Inspector shall be given twenty-four (24) hours notice when the contractor anticipates each bluetop/density stage, subgrade approval for base, base approval or approval for a succeeding lift of base, base approval for prime coat, and placement of asphaltic concrete. Expected calls for Inspector notification will be made as follows:
  - a) subgrade approvals for base.
  - b) density tests for each lift of base.
  - c) approval of blue top of base for prime coat.
  - d) placement of asphaltic concrete.
- 6) Twenty-four (24) hours before asphalt paving is planned, notifications must be given for plant monitoring of asphaltic concrete production in order for the asphalt to be acceptable to Caldwell County. When weather conditions are questionable, plant monitoring may be placed on standby for a short-notice start.
- 7) The Inspector shall be notified at least twenty-four (24) hours before concrete is placed to allow the scheduling of onsite testing.
- 8) The Inspector shall be notified as early as practicable but no less than twenty-four (24) hours in advance of any work to be performed on Saturdays, Sundays, or holidays.
- 9) The contractor or Owner shall request final inspection in writing. Inspection shall be performed by an inspector qualified and approved by the Commissioners Court. The County shall make the requested inspection no later than ten (10) days following receipt of the written request. A written "punch list" listing all deficiencies noted on the final inspection and uncorrected deficiencies from previous field inspections, shall be provided to the contractor within five (5) days following the final inspection, and if requested also provided to the Owner.
- 10) Unless prior arrangement has been approved by the Commissioners Court, no partial acceptance of completed construction will be approved. If required, partial acceptance shall be allowed only after consideration of access, drainage, and other matters related to the well-being and safety of the public.
- 11) Defects noted during final inspection shall be corrected within thirty (30) days. Written request for re-inspection for correction of defects will be required unless specifically waived by the County Representative.
- 12) Unless otherwise specified, materials and equipment furnished for permanent installation in the work shall conform to all applicable requirements of the Contract Documents and shall be new and undamaged when installed or otherwise incorporated into the work.
- 13) Unless otherwise specified, all soil moisture-density tests and other tests performed on the site to determine the quality of material to be incorporated into the project will be as directed by the County Representative. Frequency, time, locations, and procedures of tests will be coordinated and approved

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by the inspector. Testing must be conducted by an independent laboratory approved by the County Engineer. Payment for all initial testing and all retesting of failed materials will be the responsibility of the Owner. The extent of required investigations and retesting due to failed tests will be determined by the County Representative.

- 14) The County Representative may require two or more passing retests for each failure before acceptance. Manufactured materials to be incorporated into the project shall meet the requirements of the approved Construction Documents; e.g., reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, flexible base. The Owner may be required to furnish a manufacturer's certificate stating that the material meets the requirements specified for this project.

## **5.2 PROCEDURES TO CONVERT PRIVATE STREETS TO PUBLIC STREETS**

A) A subdivision with private streets may request that the County convert the right-of-way to a public street as follows:

- 1) An entity responsible for maintaining the private streets within a subdivision may make application to the County to accept as public right-of-way all lots within the subdivision which are used as private streets under the following conditions:
  - a) An application is made which includes evidence that a majority of the owners of the lots within the subdivision are favorable to the action.
  - b) An inspection has been completed to the satisfaction to the County which assesses the conditions of the private streets relative to the requirements for streets at the time the application is made.
  - c) The application includes a plan for addressing any deficiencies noted in the inspection and for the removal of or licensing agreement for all non-standard improvements in the right-of-way (gates, guard house, aesthetic elements, landscaping requiring special maintenance, etc.).
  - d) The private streets connect directly to an adjacent public right-of-way which has already been accepted for public maintenance.
- 2) Upon receipt of the application, the County will determine if the conversion to public right-of-way is in the best interest of local residents and the citizens of the County. The County will:
  - a) Review the application and inspection to confirm that the right-of-way and improvements meet the current street requirements or, if they do not, that a plan has been provided for any remediation that may be required including fiscal security as required.
  - b) Confirm that the final condition of the right-of-way will not contain any unapproved elements in the horizontal clear zone or elements which would require maintenance practices which are not typical for County crews.
  - c) Hold a public hearing to receive public input on the requested action.
- 3) After the County has determined that it is willing to accept the private street, the applicant will have a surveyor prepare the dedication documents as required by current codes.
- 4) In no event shall the County be obligated to accept the private streets as public and any acceptance by the Court is at its sole discretion .

B) The County may, as required to provide for the public's health, safety and welfare , utilize the following procedure to convert unmaintained private streets to public streets:

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- 1) Notify the responsible entity that deficient conditions have been reported and that repair or restoration is required.
  - 2) Post signs as needed warning the general public which is leaving the public right-of-way and entering the private street that unsafe conditions exist.
  - 3) Inspect the private street to determine the cost of remediation and prepare a plan to cover the cost of remediation via a property tax assessment and/or inclusion of all or part of the remediation in a future bond election.
  - 4) Hold a public hearing to receive public input on a proposed plan for remediation and acceptance.
  - 5) During a subsequent Commissioners Court meeting, determine by vote whether or not to pursue the conversion plan. The Commissioners Court is not obligated to have such a vote on the same subdivision any more frequently than once every four years.
  - 6) Utilize dedication documents or the condemnation process as needed to convert the private streets to public streets.
  - 7) Implement the remediation and initiate cost recovery per the plan.

### **5.3 PROCEDURE TO CANCEL AN EASEMENT OR RIGHT-OF-WAY**

- A) Persons making a request for cancellation of right-of-way shall submit a letter to the County Engineer and the County Commissioner. The letter should state the reason for the request. The request for cancellation will be placed on the agenda for consideration by the Commissioners Court based on comments from the County Engineer. The following documents shall be submitted with the request:
  - 1) Application form signed by the person cancelling the ROW/easement or their agent;
  - 2) Sketch and field notes describing the easement or right-of-way to be cancelled.
  - 3) Signed letters of approval or concurrence with the request from all adjacent and abutting property owners.
  - 4) For public utility easements, a letter (or standard form) from all utility companies (electric, telephone, cable, water and wastewater, gas, etc.) serving the area stating they have no need for the easement requested for cancellation, and a sketch and field notes describing any easement to remain for utilities.
  - 5) If the right-of-way to be cancelled was dedicated by a plat approved by a city or town under their extra-territorial jurisdiction authority, then letters from appropriate city officials shall be provided confirming their concurrence with the cancellation request.
- B) Cancellation requests for public utility easements will be processed through the Commissioners Court only if these public utility easements were established by a plat approved by the Commissioners Court.
- C) If the drainage easement is also a public utility easement and is located within the extra-territorial jurisdiction of a city or town, then the public utility easement must be cancelled in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, vacated by the city or town prior to cancellation of the drainage easement by Caldwell County.
- D) The request for drainage easement cancellation will be investigated by the County Engineer and a recommendation made prior to the public hearing. If the request is considered favorably by the Commissioners Court, a public hearing will be scheduled for Commissioners Court on a date no earlier than

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thirty (30) days after the acceptance of the request. This will allow time for posting notices at the Courthouse and in the local newspaper for a period of three (3) weeks and for the public hearing to be held at a regular session as required by Texas law. Following the public hearing, the Commissioners Court may take action on the request on the same date.

### **5.3.1 OTHER CANCELLATION REQUESTS**

- A) Cancellation requests for lot lines, building setback lines, private access easements, or any other cancellation requests within the extra-territorial jurisdiction of a city or town, other than for right-of-way or drainage, will be in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, be vacated by the city or town prior to cancellation by Caldwell County..
- B) Cancellation requests for private ingress / egress / access easements must be negotiated between the grantee and grantor of such easements.
- C) Cancellation requests for private streets or for reserves must be made to the property owner.

### **6.0 FEES**

- A) The Commissioners Court requires payment of an application fee to cover the cost of the County 's review of a subdivision plat and inspection of public infrastructure improvements described by the plat. This fee will vary based on the number of proposed lots in the subdivision , the acreage described by the plat, the type of proposed roadway, drainage and other public infrastructure improvements, or any other reasonable criteria determined by the Commissioners Court. All administrative fees including fees for review of a Preliminary and Final Plat, construction plans, plat cancellation/ revision, and inspection fees, shall be paid to the County prior to commencement of the requested review or inspection.
- B) These fees will be reviewed annually by the Commissioners Court and adjusted to recover the cost of reviewing and inspecting subdivisions submitted to the County.

### **7.0 SEVERABILITY**

It is the intention of the Commissioners Court that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction , such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the Commissioners Court without the incorporation in the ordinance of any such unconstitutional content.

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# APPENDIX

## A. APPENDIX A- SUBDIVISION LAYOUT REQUIREMENTS

Preliminary Plats and Final Plats for streets and drainage facilities in subdivisions located outside a City's ETJ shall conform to the layout provisions and design requirements set forth below. Subdivisions located inside a City's ETJ shall comply with the approved interlocal agreement or, if there is not an approved interlocal agreement, the stricter regulation when City and County requirements conflict.

### A.1. GENERAL REQUIREMENTS

To provide continuity in flow of traffic and connectivity of the various public utilities and facilities, the following is required in all subdivisions:

- A) Streets within a subdivision shall not terminate with a cul-de-sac when within 210 feet of the adjoining common boundary, if such adjoining tract is susceptible to subdivision.
- B) Each lot greater than one half (1/2) acre shall have a rear lot line easement not less than 15 feet wide for utilities and drainage. Where necessary, side lot line easements of 10 feet for each adjoining lot shall be provided. Lots smaller than one half (1/2) acre shall have a rear lot line easement of not less than 10 feet and side lot easements, where necessary, of not less than 5 feet. Lots for townhouses and apartments, which have no separation of structures, shall match requirements for lots greater than one half (1/2) acre.
- C) Drainage facilities requiring more width than the typical drainage easement provides shall be located within drainage easements that are not included within any residential lot.
- D) There shall be no reserve strip along any subdivision boundary.
- E) More than one independent access to an arterial or collector road is required for any subdivision with more than 30 residential lots. With approval of the County Engineer, subdivisions with fewer than 100 lots may achieve secondary access via all-weather access located in easements dedicated for emergency vehicles (such access may be equipped with crash gates) in circumstances where topographic or other constraints prevent construction of an independent right-of-way access. With approval of County Engineer, secondary access requirements may also be met via the use of a divided roadway with a minimum 20-ft paved width on each side of the median where topographic or other constraints prevent construction of an independent right-of-way access. In considering allowing use of a divided entry in lieu of a second access, the County Engineer will consider if any other alternatives are available, if the condition creating the single point of access was created by the applicant. Residential driveways should generally not directly access the divided entry if used in lieu of a second access.
- F) Traffic Impact Assessment (TIA) is required for assessing need and size parameters for turn lanes, queuing lengths and traffic control devices for approval of any subdivision where the expected number of trips generated exceeds any of the following criteria:
  - 1) A residential subdivision which exceeds 2,000 vehicle trips per day using 9 trips per day for each house or living unit in duplexes/ triplexes ; or
  - 2) A commercial development which exceeds 1,000 vehicle trips per day.

as calculated using the Trip Generation Manual published by the Institute of Traffic Engineers. TIA's shall include future traffic for streets serving adjacent properties or developments. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for analysis of traffic impacts. For subdivisions assuming residential use of lots in developing their Trip Generation or their TIA, the plat(s) shall include note or deed restriction declaring the following:

"This subdivision has been approved recognizing that each lot is created for single family residential use and, based on that use, the traffic generated should not exceed accepted levels of trip generation for the associated roadways. Any future development proposing resubdivision or another land use may require a TIA and an appropriate roadway remediation plan prior to approval."

## A.2. RURAL SUBDIVISIONS

- A) A Rural Subdivision under this Ordinance has the following characteristics:
  - 1) It may be served by individual water wells and septic systems or connected to a community water and wastewater system; and
  - 2) It may utilize open ditch street drainage or underground stormsewers
- B) The minimum lot size for all lots in a Rural Subdivision is one (1) acre . This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention , parks, open space, or other common community uses.
- C) Residential blocks in rural subdivisions should not exceed three thousand feet (3,000') in length. Exceptions will be considered subject to review and approval by the County Engineer.
- D) The minimum lot frontage and building set back along roadways in rural subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Private Gravel Roadway	100'	15'
2.) Local Streets	125'	20'
3.) Minor Collectors	150'	25'
4.) Major Collectors	225'	30'
5.) Minor Arterials	300'	30'
6.) Major Arterials	375'	30'

All existing County Roads and Private Streets are assumed to be Minor Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.

- E) For subdivisions without centralized wastewater collection, lot sizing shall be compliant with the minimum requirements for an organized disposal system (i.e. sewage treatment) design meeting the regulations of

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Caldwell County, the Texas Department of Health Services, the Texas Commission on Environmental Quality, and the Texas Water Development Board, as applicable.

- F) For subdivisions without centralized wastewater collection, lots shall be configured to comply with TCEQ and Caldwell County septic system regulations and requirements for sanitary easements around public and private water wells.
- G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements, accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
- H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

### **A.3. REQUIREMENTS FOR URBAN SUBDIVISIONS**

- A) An Urban Subdivision under this Ordinance has the following characteristics:
  - 1) It is connected to a community water and wastewater system; and
  - 2) It utilizes curb and gutter road sections with closed conveyance storm sewer system.
- B) The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.
- C) In general, the side-yard lot lines in urban subdivisions shall be at approximately right angles to street alignments or radial to curved streets. An arrangement placing adjacent lots at right angles to each other should be avoided.
- D) Residential blocks in urban subdivisions shall not exceed thirteen hundred feet (1,300') in length unless such blocks are parallel to and adjacent to an arterial, in which case such blocks shall not exceed seventeen hundred fifty feet (1,750') in length.
- E) Block widths in urban residential subdivisions should allow for two (2) tiers of lots back to back, except where abutting an arterial to which access to the lots is prohibited, or where prevented by topographical conditions or size of the property.
- F) The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:

Road Type	Minimum Lot Frontage	Building Set Backs
1.) Local Streets	70'	20'
2.) Minor Collectors	100'	25'
3.) Major Collectors	225'	30'
4.) Minor Arterials	300'	30'
5.) Major Arterials	375'	30'

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All existing County Roads and Private Streets are assumed to be Minor Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.

- G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements , accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
- H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

#### **A.4. REQUIREMENTS FOR PRIVATE STREETS**

Private streets must meet the following special requirements in addition to all of the standard requirements for public streets:

- A) Private streets must be constructed within a separate lot owned by the property owners' association or district. This lot must conform to the County 's standards for public street rights-of-way. An easement covering the street lot shall be granted to the County providing unrestricted access to and use of the property for any purpose deemed necessary by the County. This right shall also extend to applicable utility providers operating within the County and to other necessary governmental service providers, such as the U.S. Postal Service. The easement shall also permit the County to remove any vehicle or obstacle within the street lot that may impair emergency access.
- B) A private street subdivision shall provide a minimum of eighty feet (80') of access frontage on a public street for subdivision entrances in order to accommodate a median-divided entrance with appropriate vehicle stacking, queuing and turnaround area. Primary access into a private street subdivision shall be from a major roadway, which has a minimum right-of-way of sixty feet (60'), or from a larger roadway, as shown on the County's Thoroughfare or Transportation Plans. Restricted access entrances shall not be allowed from alleys or private driveways or parking lots. A private street subdivision shall provide a minimum of eighty (80) feet queuing distance between edge of pavement of public roadway and subdivision gate. As an alternative to the queuing distance the applicant may dedicate and promptly construct deceleration/acceleration turning lanes.
- C) Any private street (and any other type of gated entrance) which has an access control gate or cross-arm must have a minimum uninterrupted pavement width of twenty-four feet (24') at the location of the gate or access control device, both ingress point and egress point, regardless of the type of device used. If an overhead, or lift-up, barrier is used, it must be a minimum of sixteen feet (16') in height above the road surface, and this clearance height shall be extended for a minimum distance of fifty feet (50') in front of and behind the location of the device. All gates and cross-arms must be of a breakaway design. A minimum vehicle stacking distance of one hundred feet (100') shall be provided from the right-of-way line of the public road from which the private street subdivision is accessed to the first vehicle stopping point, which is usually an access request keypad, a telephone, or a guard's window . Adequate distance shall be provided between

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the access request point(s) and the entry barrier, or gate, to accommodate a vehicle turnaround as described below.

- D) A paved turnaround space must be located in front of (i.e., prior to passage of) any restricted access entrance barrier, between the access request device and the barrier or gate, to allow vehicles that are denied access to safely exit onto public streets without having to back up, particularly into the public street upon which the entrance is located. The design and geometry of such turnaround shall be of such pavement width and having such inside turning radius that it will accommodate smooth, single-motion U-turn movements by the following types of vehicles:
- 1) Larger passenger vehicles, such as full-sized vans and pickup trucks,
  - 2) Passenger vehicles with short trailers up to twenty-four feet (24') in length, such as small flatbed, camping or box-type trailers,
  - 3) The types of service and utility trucks that typically visit or make deliveries to neighborhoods that are similar to the proposed private street subdivision, such as utility service vehicles, postal or UPS delivery trucks, and two- to three-axle flatbed or box-type trucks used by contractors and moving companies.
- E) The County Engineer or the Commissioners Court may require submission of additional drawings, plans or exhibits demonstrating that the proposed turnaround will work properly, and that vehicle turnaround movements will not compromise public safety on the entry roadway or on the adjacent public street(s).
- F) Any public water, sewer and drainage facilities, streetlights, and traffic-control devices, such as traffic signs, placed within the private street lot shall be designed and constructed to County standards. All private traffic-control devices and regulatory signs shall conform to County standards. Any County regulations relating to infrastructure financing, developer cost participation, and capital cost recovery shall apply to subdivisions with private streets, with the exception of those applying to street construction.
- G) The metering for utilities such as water, gas and electricity shall be located on the individual lots to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.
- H) The entrances to all private streets shall be clearly marked with a sign, placed in a prominent and visible location, stating that the streets within the subdivision are private, and that they are not maintained nor regularly patrolled by the County. All restricted access entrances must be manned twenty-four (24) hours every day, or they must provide a reliable, alternative means of ensuring County and emergency access to the subdivision, preferably with an Opticom-type system for emergency access, by the County and other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method to be used to ensure County and emergency access into the subdivision shall be approved by the County and by all applicable emergency services providers prior to engineering release for construction of the subdivision. If the association or district fails to maintain reliable access as required herein, the County may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The applicable association or district documents shall contain provisions in conformity with this Section which may not be amended without the written consent of the County.

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## **A.5. CONSERVATION SUBDIVISION INCENTIVES**

Alternate standards are available for subdivisions which voluntarily implement the following provisions:

- Provide 40% of the original tract acreage as open space, conservation land, parks (public or private) and / or community amenities;
- Implement water quality best management practices achieving a total reduction of 80% of Total Suspended Solids (TSS) from post-development stormwater flows; and
- Incorporate an Integrated Pest Management Plan and Fertilizer Plan that minimizes use of Nitrogen and Phosphorus-based fertilizers.

For subdivisions meeting the above requirements the following incentives are available:

- Minimum lot sizes of this ordinance are waived ; however, lots served by on-site water wells or OSSF must comply with applicable state and Caldwell County regulations for lot size and setbacks.
- Minimum lot frontages of this ordinance may be reduced by 40%.
- Minimum centerline radius and tangent length between reverse curves or compound curves is waived ; however, minimum stopping sight distances and intersection site distances must be maintained.

For subdivisions using an urban street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 0.25.

For subdivisions using a rural street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 1.

## **A.6. REQUIREMENTS FOR FLAG LOTS**

- A) Flagged lots in all subdivisions , regardless of the State requirement to plat or not, shall conform to these requirements. These provisions only apply to multiple flag lots within a subdivision.
- B) A flag lot consists of a "stem" which is typically long and narrow and a "flag" section area which is typically a larger area where land development occurs.
- C) All subdivisions with two (2) or more adjacent flag lots shall be platted.
- D) Flag lots shall generally be used only where topography and/ or drainage constraints require use of flag lots to develop property at similar intensity enjoyed by similarly situated property. The number of flag lots shall not exceed 5% of the total lots created.
- E) Flag lots shall establish a building line within the "flag" and have a minimum width in conformance with A.2(8) or A.3(8) at this building line.



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- F) The stem of each flag lot in a platted subdivision shall be a minimum of thirty feet (30') wide and shall provide access to a public roadway. The sum of adjacent "stems" may not exceed one hundred and twenty feet (120').
  - G) A "Joint Use Driveway Access Agreement" shall be provided and filed with the subdivision and shown on the plat if the access "stem" of two or more flag lots are adjacent to each other. No property owner shall place any fences, walls or any other obstructions within the area covered by the "Joint Use Access Agreement". The paved driveway within the "Joint Use Access Agreement" shall be a minimum of eighteen (18') feet and shall include a minimum clear zone width of six feet on either side of the pavement.
  - H) Design, construction, and maintenance of a Shared Access Driveway and the "Joint Use Driveway Access Agreement" must be approved by the County Engineer.
  - I) All driveways shall comply with the regulations and standards of this ordinance unless determined by the County Engineer that an alternative design would improve safety and traffic flow.

## **B. APPENDIX B - STREET DESIGN REQUIREMENTS**

Street design standards in Caldwell County apply to newly constructed roadways regardless of whether they are intended to be accepted by the County for maintenance or privately maintained. These standards are based upon anticipated Average Daily Traffic counts (ADT assuming one-way trips) for the proposed roadway. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for classifying roadways and pavement design. ADT calculations shall be calculated based on the current edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers and shall be approved by the County Engineer.

### **B.1. STREET GEOMETRIC STANDARDS**

Table B-1 presents a summary of Urban (curb/gutter) roadway design standards for the above-defined roadways. Table B-2 presents a summary of Rural (shoulder-section) roadway design standards for the above-defined roadways. Any deviation from these standards shall require a waiver.

### **B.2. GENERAL STREET DESIGN REQUIREMENTS**

- A) Roadway design standards, unless specifically identified, shall be standards that are found in common usage by the Texas Department of Transportation. Design guidelines shall follow the American Association of State Highway Transportation Officials' Policy on Geometric Design of Rural Highways. Design for horizontal curves including stopping sight distance and superelevation shall conform to the formulae, principles, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Rural Highways."
- B) All non-standard designs of roadside ditches, retaining walls, and other street appurtenances shall require review and approval by the County Engineer.

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- C) Lots restricted by plat note to one single-family residence shall be assumed to generate 9 one-way trips per day. ADT counts for all other properties shall be determined on a case-by-case basis and approved by the County Engineer.
- D) Minimum cross slope grade for all streets shall be two percent (2%). No cul-de-sac shall have a cross-slope exceeding six (6%) percent.
- E) Grade changes of greater than eight-tenths percent (0.8%) shall be connected by vertical curves. The minimum length (L) of vertical curves shall be one hundred feet (100') or shall conform to the formula:
- $$L = KA \text{ (whichever is greater)}$$
- where A is the algebraic difference in the tangent approach grades expressed as a whole number, and K is established in accordance with the Design Guidelines "Geometric Design for Local Roads and Streets", for sag and crest vertical curves, with credit given to the use of proper street lighting.
- F) Approach grades on an intersecting street should be limited to three percent (3%) for at least fifty feet (50') unless sight distances are in excess of the AASHTO Design Guide minimum for stopping on a grade level, in which case the approach grades should not be greater than six percent (6%). Where sidewalks cross intersecting streets, street grades along the crosswalk area shall be compliant with relevant accessibility regulations per the Americans with Disabilities Act and the Texas Accessibility Standards.
- G) Subject to approval by the County Engineer, slopes for occasional short runs between intersections may exceed maximum grade values indicated in Tables 7-1 and 7-2; however, maximum grades through intersections may not exceed the maximum specified values.
- H) Superelevation may be used in conjunction with horizontal curves to meet design speed requirements for urban and rural subdivisions. The maximum superelevated rate for curb/gutter roadways is limited to 0.04 ft/ft. Special attention must be given to assuring correct transitions from the superelevated roadway section to intersecting crowned roadway sections or driveway grades.
- I) Roadside drainage ditches shall be contained entirely within the ROW or within a dedicated drainage easement. Use of drainage easements in lieu of ROW will not be permitted. Use of drainage easements for parallel roadside drainage should be limited to location of cross-culverts and other limited site features creating defined areas of drainage outside of the normal ROW.
- J) Headwalls, catch basins or other culvert structures shall be designed in accordance with the drainage requirements of this ordinance and typical construction details of the Texas Department of Transportation, as applicable. No headwall, wing-wall, or other structural member shall protrude above the surface of the traveled roadway. Headwalls flush with road embankment slopes (at 3:1 or flatter) are preferred for any culverts parallel to streets or driveways.
- K) Special consideration shall be given to streets where the horizontal alignment, overhead obstructions, the presence of cross traffic, or other natural or man-made conditions exist such that stopping sight distance would become the controlling parameter as it relates to the determination of a minimum length of a vertical curve.
- L) An increased curve radius may be required where street grades, street cuts, or other natural or man-made obstacles limit stopping sight distance to below that required for the design speed.

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- M) Proposed streets in new subdivisions shall be aligned with existing and/or proposed streets on adjoining properties except where , in the opinion of the Commissioners Court, topography , requirements of traffic circulation, or other considerations make it desirable to depart from such alignments.
- N) Permanent or temporary turnarounds shall be required on all dead-end streets longer than 150 feet unless a waiver is approved by the County Engineer.
- O) If proposed local street extensions between subdivisions or subdivision sections are approved and platted without cul-de-sac turnarounds at the section or subdivision boundary, the right-of-way width of the local street shall be a minimum of sixty feet (60') and shall include provisions for a temporary turnaround if required by the County Engineer.
- P) Whenever possible, streets shall be designed to have curved alignments with minimum centerline radii as specified above. Whenever possible , continuous streets through neighborhoods shall be avoided, particularly those connecting two arterials by a direct route.
- Q) Whenever possible, "T" intersections shall be specified rather than four-way intersections. A tangent section of at least sixty feet (60') at right angle to the intersecting through street shall be required prior to any bend or curve on the branch street. If this cannot be reasonably achieved due to topographic or other constraints, a modified design must be approved by the County Engineer.
- R) Where "T" intersections will result in jogs in street alignment, the minimum offset between intersecting street centerlines from opposing sides of a through street shall be 150 feet between local street intersections and 300 feet between collector street intersections. The minimum centerline separation between two intersecting streets on the same side of a given through street shall be 300 feet.
- S) Angles between streets in subdivisions at intersections shall not be less than eighty degrees (80°). When intersecting angles sharper than eighty degrees (80°) are deemed necessary by the County Engineer and the Commissioners Court, the property line at the small angle of the intersection shall be chamfered or rounded so as to permit the construction of curbs having a radius of not less than twenty-five feet (25') without decreasing the normal width of the sidewalk area.
- T) Where a curb/gutter street intersects a continuing shoulder-section street, stand-up curb and gutter shall terminate as necessary to allow drainage from the curb/gutter section to enter the bar ditch of the shoulder-section street in a non-erosive manner. Concrete riprap or mortared rock riprap may be required to protect the shoulder area where the curb transition occurs
- U) The AASHTO Roadside Design Guide shall be used for determining necessary clear zone distances for shoulder section roadways in all unincorporated areas of the County. Clear zones for curb/gutter sections with design speed 30 mph or less shall be 3 feet from face of stand up curb For curb/gutter sections with design speeds of 35 mph or greater, use the same clear zone distances as used for shoulder-section roadways.
- V) Streets intersecting State-maintained roadways such as Federal Highways, State Highways, or Farm-to-Market roads, shall require approval of the Texas Department of Transportation.
- W) Guardrails shall be designed in accordance with current TxDOT standards.

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- X) If the application includes any non-standard improvements in the right-of-way (gates, guard house, aesthetic elements, landscaping requiring special maintenance, etc.), approval by the Commissioners Court of a license agreement for any non-standard improvements will be required prior to approval of the subdivision construction plans.

### **B.3. CURB/GUTTER STREET STANDARDS**

This Section references roadways serving urban subdivisions located outside the ETJ boundaries of incorporated cities. Street types referenced in this Section are as follows:

- Curb/gutter Local Streets provide vehicular access to single family lots in urban areas.
- Curb/gutter Collector Streets convey traffic from Local to Arterial Streets and may also provide access to residential and nonresidential lots.
- Curb/gutter Arterial Streets convey traffic from Collectors, other Arterial Streets, and Commercial Streets to State Highways or other major roads. They are intended to carry high volumes of traffic, more or less continuously.
- Curb/gutter Commercial Streets provide access to commercial and industrial lots.

Curb/gutter Streets shall meet the following standards:

- A) Curb/gutter Local and Curb/gutter Collector Streets shall provide stand-up curb and gutter on both sides of the street.
- B) Curb/gutter Streets shall convey stormwater runoff utilizing a storm sewer system with curb inlets.
- C) Except as approved by the County Engineer, the length of a Curb/gutter Local Street shall not exceed 1,500 feet.
- D) A cul-de-sac on a Curb/gutter Local Street shall not provide access to more than twenty (20) lots.
- E) Curb/gutter Collector Streets shall be stubbed out to adjacent undeveloped property at spacing intervals not greater than 2,500' unless this is not possible due to topographic or adjacent development constraints.
- F) Except as approved by the County Engineer, the length of a Curb/gutter Collector Street shall not exceed five thousand (5,000) feet.
- G) A cul-de-sac on a Curb/gutter Collector Street shall not provide access to more than twenty (20) duplex, triplex, or multifamily lots.
- H) Curb/gutter Minor Arterial streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation needs in the area.
- I) A cul-de-sac on a Curb/gutter Commercial Street shall not exceed eight hundred feet (800') in length and shall provide a turnaround with an eighty (80') foot right-of-way radius and sixty foot (60') pavement radius.
- J) The spacing of signalized street intersections on major roadways shall not be less than two thousand six hundred feet (2,600') unless approved by the Commissioners Court.

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- K) In general, the spacing of street intersections along an Curb/gutter Major Arterial Street shall not be less than one thousand three hundred feet (1,300'), unless sight-distance or topography dictates a lesser street spacing.
- L) Medians may be required along Curb/gutter Arterial Streets where street intersection spacing is less than one thousand three hundred feet (1,300'), or driveway spacing is less than two hundred feet (200'). Median breaks shall be located at intersections with arterials, collectors, industrial streets, and driveways to businesses generating significant daily traffic.
- M) The geometric design of Curb/gutter Major Arterial Streets shall conform to the formulas, principals, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Design of Urban Highways and Arterial Streets." Curb return radii on an arterial street shall be a minimum of thirty-five feet (35').

#### **B.4. RURAL (SHOULDER-SECTION) STREET STANDARDS**

This Section references roadways serving rural subdivisions located outside the ETJ boundaries of incorporated municipalities. Street types referenced in this Section are as follows:

- Rural Local Streets provide vehicular access to residential lots in rural subdivisions.
- Rural Collector Streets convey traffic from Local Streets serving rural subdivisions to Arterial Streets and may also provide access to residential and nonresidential lots.

Rural Streets shall meet the following standards:

- A) The Commissioners Court may require that Rural Local Streets be stubbed out to adjacent undeveloped property in order to provide adequate connectivity to existing and/or future development patterns anticipated on adjacent tracts.
- B) Cul-de-sacs on a Rural Local Street shall not provide access to more than twenty (20) lots.
- C) Rural Collector Streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation patterns anticipated in the area.

#### **B.5. DESIGN OF PRIVATE GRAVEL ROADWAYS**

Private Gravel Roadways may be approved to provide vehicular access to farm, ranch and other rural tracts that are generally fifty (50) acres or more in size and where there are no existing public roads. Ranch Roads shall meet the following standards:

- A) Private Gravel Roadways shall follow a practicable route, convenient to landowners while avoiding hills and streams.
- B) The minimum right-of-way width for Private Gravel Roadways shall be sixty feet (60').
- C) Private Gravel Roadways may serve up to 10 rural tracts and must have an all-weather surface. The surface does not necessarily have to be chip seal, HMAC or concrete.

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- D) Private Gravel Roadways that are not paved with chip seal, HMAC or concrete must be privately maintained by the owners of the lots using them for access. A maintenance agreement must be approved by the County Engineer and recorded in the public record when the plat is recorded.
  - E) Subdivisions which choose to use the provisions of this section shall include a plat note approved by the Commissioners Court that restricts all lots served by this style of roadway from any further subdivision without first bringing the portion of Private Gravel Roadway from the tract to be further subdivided to the nearest existing paved road up to current County standards for pavement section and width .
  - F) Proposed subdivisions that intend to take access from an existing Private Gravel Roadway must re-construct the roadway to meet the standards of the appropriate road classification per Table B-2.

## **B.6. COUNTY AND STATE HIGHWAYS**

Provisions shall be made for the extension or widening of County Roads and State Highways where required by the Commissioners Court in order to protect the safety and welfare of the public.

## **B.7. STREET NAMES AND STREET SIGNS**

- A) Street names for new subdivision streets may be suggested by the applicant. If these names are reasonable and are not similar to existing names of streets in Caldwell County, the County Engineer will recommend them to the Commissioners Court for approval on the Final Plat. Suggested names shall be submitted for preliminary approval on the Final Plat submittal and forwarded to the local postmaster and 9-1-1 Address Administrator for review. Street names and addresses shall conform to the policies and procedures of the 9-1-1 Address Administrator.
- B) The Developer of a subdivision shall install all street name signs on new streets in accordance with the County Construction Standards. Street signs will be inspected for approval prior to the release of the Construction Bond or other security.
- C) The Developer of a subdivision shall be required to install traffic control signs and devices in accordance with the Texas Manual on Uniform Traffic Control Devices following review and approval by the County Engineer or Commissioners Court. Payment for the installation of such control signs or devices shall be the responsibility of the Developer.

## **B.8. PAVEMENT DESIGN**

This Section applies to pavements for all subdivision roads, whether intended for acceptance by the County for maintenance or for private maintenance.

- A) The full-depth (surface course, base layers, sub-grade) pavement structure for roadways shall be designed by a Professional Engineer for a 20-year life before the first structural overlay is anticipated.
- B) Acceptable pavements consist of chip seal, HMAC and concrete paving subject to the following criteria:
  - 1) Urban Subdivisions shall utilize HMAC or concrete pavement.
  - 2) Rural Subdivisions may use chip seal on streets with less than 2,501 ADT per day.

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- 3) Type "D" HMAC shall be used as the surface course for local streets with ADT less than 500 unless the percentage of truck traffic is greater than 10. Type "C" HMAC shall be used as the surface course in all other applications.
  - 4) The Developer may post a Cash Security Agreement with the County for the cost of an intermediate structural overlay if the Developer desires to stage-construct the 20-year design-life pavement structure.

## **B.9. MAJOR STRUCTURES AND BRIDGES**

- A) Design of major structures shall conform to the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges. Proprietary bridge, culvert, or retaining wall designs must be approved by the County Engineer.
- B) Bridge design loading and widths for residential roads shall conform to TxDOT design requirements or as directed by the County. Structures of this nature require review and specific approval from the County.

## **C. APPENDIX C - WORK IN THE PUBLIC RIGHT-OF-WAY**

### **C.1. PERMIT REQUIREMENT FOR WORK IN THE PUBLIC RIGHT-OF-WAY**

- A) No person shall engage in any construction, repair or excavation within any street, alley easement or other public right-of-way within the jurisdiction of Caldwell County without first obtaining a permit from the County. The requirement to obtain a permit covers placement of fill; grading; paving; surveying; boring under the highway; blocking of traffic; construction of utilities, driveway aprons, sidewalks, signage, and drainage facilities and any other activities which may affect normal operations within the public right-of-way.
- B) Before start of construction within the public right-of-way, the County Unit Road Administrator shall review and approve all construction plans and specifications to assure that work will be performed in accordance with County codes and requirements. All construction activity, materials, plans and specifications shall be available at all times for inspection by the Unit Road Administrator's office.
- C) In addition to detailed design plans and specifications for proposed improvements, construction plans and reports shall provide the following information:
  - 1) lot dimensions and lot addresses.
  - 2) location of all existing improvements and vegetation in the public right-of-way including buildings, utilities, pavements , signage and trees.
  - 3) location, dimensions and depths of all existing utility connections.
  - 4) a traffic control plan, if required.
- D) Construction work in the public right-of-way may result in damage to public or private infrastructure including water and wastewater utilities; storm drainage facilities; and gas, electric, telephone , and cable lines. No person shall be issued a permit pursuant to this chapter unless the applicant presents with the application,

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or has on file with the Unit Road Administrator, a certificate of public liability insurance in an amount as specified on the permit application form.

- E) The relocation and/or adjustment of any existing public or private utility or infrastructure in preparation for construction activity shall be the responsibility of the applicant. Proposed coordination activities for pre-construction adjustments to public and private utilities, drainage facilities, traffic control signs and signalization devices, or other existing improvements in the public right-of-way shall be reviewed and approved by the Unit Road Administrator prior to construction.
- F) Installation of underground utilities in the right-of-way shall include detectable underground warning tape.
- G) All work shall be expeditiously performed and completed as soon as reasonably possible. Upon completion of construction or repair, the applicant shall promptly backfill any street, alley, easement or public right-of-way in which applicant has made any excavation. Permanent pavement repairs shall be completed by the applicant no later than three (3) days after the excavation has been backfilled, unless otherwise authorized by the Unit Road Administrator.
- H) The applicant shall continuously maintain the construction, repair or excavation site in a safe condition and keep the site free from any condition that may cause risk of harm to any person or property at all times after the work has commenced and until all work , including permanent patching , has been completed and accepted by the County. During such time, applicant shall provide, install, and continuously maintain proper safeguards, signs and barricades at the construction site.
- I) The applicant shall warrant to the County the adequacy and continued satisfactory condition and function of all backfill and permanent patches installed by the applicant or by any agent or employee of the applicant for a period of two (2) years after the construction activities have been released by the County.
- J) If the applicant fails to install permanent patching within three (3) days after completion of backfill, or if the applicant fails to honor the warranty set forth above, after demand by the County, the County shall complete the work and make such repairs as are necessary. If such repairs are completed by the County, the County may charge the cost of repairs to the applicant.
- K) Construction materials and equipment shall not be stored or parked in the public right-of-way, unless otherwise noted as a condition of this permit.
- L) Permits for performance of work in the public right-of-way shall expire 6 months from the date of issuance unless extended in writing .

## **C.2. REQUIREMENTS FOR DESIGN AND CONSTRUCTION OF DRIVEWAYS**

This Section provides minimum and desirable design criteria along with provisions and requirements for safe and convenient access to abutting private property from streets and highways. The intent is to assure that access is



provided with a minimum of interference with the free and safe movement of vehicular and pedestrian traffic and to prevent traffic congestion arising from vehicular entry to or exit from abutting private property.

A maximum of three (3) driveways with a maximum combined width of thirty (30) feet may be permitted for each lot provided that appropriate spacing and offsets are observed for the type of roadway as follows:

	Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street	Minimum Offset to edge of Driveway on Opposite Side if not Aligned
Local Street (Rural)	75'	<b>N/A</b>
Local Street (Curb/gutter)	25'	<b>N/A</b>
Collector Street	150'	75'
Arterial Street	300'	150'

**Criteria**

**Single Family**

	Minimum	Desirable	Maximum
Width	12'	18'	25'
Curb Return Radius	5'	5'	10'

**Duplexes and Townhomes, and Joint Use Driveways serving two units/lots**

	Minimum	Desirable	Maximum
Width	15'	18'	25'
Curb Return Radius	5'	8'	10'

**Joint Use Driveways serving three or more lots**

	Minimum	Maximum
Width	20' (if restricted against parking)	25' (otherwise)
Curb Return Radius	10'	25'

**Multi-family, Commercial , Industrial Uses**

	Minimum	Maximum
Width - case by case		
Curb Return Radius Collectors	15'	25'
Curb Return Radius Arterials	25'	35'

All existing County Roads and Private Streets are assumed to be Collector Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be an Arterial Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification.

A Waiver from the maximum number and combined width of drive-ways may be granted if the applicant submits a Traffic Impact Analysis (TIA) that demonstrates the roadway(s) being accessed to are of adequate ROW, paved

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width and the pavement cross-section is generally sufficient to handle the proposed traffic or that the applicant makes such improvements as may be called for in the TIA.

Driveways shall be designed as follows:

- 1) The angle of driveway approach shall be approximately 90 degrees for two-way driveways , and 45-90 degrees for one-way driveways.
- 2) If a curb inlet is present, there shall be ten (10) feet between the inlet opening and the edge of a driveway curb return.
- 3) All driveways must be constructed within the street frontage of the subject property as determined by extending the side property lines to the curb line. Neither the driveway nor the curb returns shall overlap adjacent property frontage without written approval from the adjacent property owner.
- 4) Driveway widths (including curb returns) may not exceed 70 percent of roadway frontage.
- 5) Joint Use Driveways may be approved provided that a permanent written access easement is obtained. The subdivider must include a plat note and provide dedication documents indicating that maintenance of the joint use driveway shall be the responsibility of the lot owners served by the joint use driveway. A maximum of five (5) residences may be served by a single joint use driveway. If more than three (3) residences are to be served by a single joint use driveway, the following requirements apply:
  - a) The Developer must construct a driveway, designed by a Professional Engineer, to have an all-weather surface and a pavement structure meeting at least private street standards.
  - b) The Developer must construct a turnaround meeting fire department criteria at the end of the driveway, or no further than 200 feet from the end of the driveway.
  - c) The joint use access easement must be dedicated as a public utility easement and/or drainage easement unless otherwise approved by the County Engineer.
  - d) The Developer must erect signs indicating "private driveway" at the entrance to a joint use driveway and include a plat note indicating that maintenance of the driveway will not be the responsibility of the County.
  - e) If the Developer records a restrictive covenant and places signage that prohibits the parking of vehicles along a joint use driveway, then the joint use driveway paved surface may be a minimum width of 20 feet. Otherwise, the paved surface of the driveway may be no less than 25 feet wide.
- 6) Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater. Driveways shall not be constructed within the curb return of a street intersection.
- 7) Where a driveway crosses or adjoins a sidewalk, walkway , or an accessible path of travel (as defined by the Americans with Disabilities Act of 1990) the driveway grade shall be a maximum of two (2) percent, over a minimum throat length of three (3) feet contiguous with the sidewalk, thereby effectively matching the cross slope of the sidewalk or accessible path of travel across the full width of the driveway.

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- 8) Driveway aprons constructed within the public right-of-way and permitted under these provisions shall be exclusively for the purpose of providing access to lots adjacent to the public right-of-way. Maintenance of driveway aprons shall be the responsibility of the land owner.

## **D. APPENDIX D- EASEMENTS AND RIGHT-OF-WAY REQUIREMENTS**

- A)** When the Court finds that easements in areas adjoining a proposed subdivision are necessary to provide adequate drainage thereof or to serve such subdivision with utilities, the subdivider shall obtain such easements from the appropriate entity prior to Final Plat approval.
- B)** All easements or fee strips created prior to the subdividing of any tract of land must be shown on the subdivision plat with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and the facilities contained therein. The dimension of the easement or fee strip shall be tied to all adjacent lot lines, street right-of-way and plat boundary lines. The recording reference of the instruments creating and establishing said easement or fee strip shall be provided.
- C)** Appurtenances within an easement shall not destroy lot corners nor overlay a lot line. Easements shall not be used as driveways except as specifically identified as Joint Use Driveways under this Ordinance. Easements shall be maintained (mowed, cleared, etc.) by the landowner.
- D)** Drainage Easements shall be provided where concentrated flows are conveyed away from roads or through lots or tracts. Drainage easements shall be at least twenty-five (25') wide for open channels and shall be sized at a minimum to accommodate the 100-year floodplain. A note shall be provided on the plat indicating that all property owners are to keep drainage facilities and easements clear of fences, buildings, planting and other obstructions which may affect the flow of water or the ability to operate and maintain the drainage facility. County employees shall have the right to enter any drainage easement.
- E)** Service ways for off-street loading and unloading, not less than twenty feet (20') in width, shall be provided to serve commercial and industrial sites and aligned so as to be convenient to driveway entrances and exits.
- F)** In those instances where easements have not been defined by accurate survey dimension, such as an "over and across" type easement, the subdivider shall request the information from the owner of such easement through the property within the plat boundaries. If the holder of an undefined easement does not define the easement involved and certifies his refusal to define such easement to the Court, the subdivision plat must provide accurate information as to the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owner's right.
- G)** A letter, statement, or other instrument from the owner of any privately owned easement within the plat boundaries must be provided where such easements are proposed to be crossed by streets (either public or private), or a public utility, or drainage easements, stating that the owner of such easement approves such crossing of his/her private easements for the purposes intended and depicted upon the plat. Where an instrument of record is submitted in lieu of a letter or statement from the owner of any such private easement, the Court shall then refer such instrument to the County's attorney for his/her determination as to whether the conditions in such instrument are sufficient to adequately provide or accommodate the crossings of such private easement by the proposed streets (either public or private), public utility, or drainage easements depicted on the plat.

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- H) Easements across parts of a lot other than as described above shall be required as deemed necessary by the Court. All such utility, access, and drainage easements shall be so aligned as to permit construction of utilities therein at a minimum cost.

## **E. APPENDIX E - DRAINAGE DESIGN REQUIREMENTS**

### **E.1. DRAINAGE DESIGN GENERAL REQUIREMENTS**

- A) The owner of the property to be developed is responsible for the conveyance of all stormwater flowing through the property, including present and future stormwater that is directed to the property by other developed property or naturally flows through the property because of the topography.
- B) Stormwater conveyance and drainage facilities shall be designed and constructed sufficient to assure that:
- 1) The effects of any proposed increase in stormwater flows, to, from, across, or along subdivision or site development properties is properly attenuated in a manner which will assure compliance with Texas Water Code Section 11.086.
  - 2) All at-grade and subsurface drainage facilities shall be designed to convey at a minimum the storm runoff flows from the 25-year frequency storm. Storm runoff flows up to and including the 100-year frequency event shall be conveyed within defined public rights-of-way or drainage easements.
  - 3) Proposed drainage facilities of all types shall be designed to prevent collection and pooling of storm flows which may become stagnant.
  - 4) Stormwater discharge to natural channels shall be returned to a sheet flow condition before reaching the stream bank OR channel stabilization shall be utilized to prevent erosion caused by the discharge.
  - 5) Erosion and sedimentation shall be controlled, both temporarily during construction and permanently thereafter, so as to prevent siltation of water courses.
- C) Design and construction of flood detention facilities serving residential subdivisions is the responsibility of the Developer.
- D) Design and construction of flood detention facilities serving commercial or multi-family subdivisions is the responsibility of the Developer. Flood detention facilities may serve multiple lots or be located on each lot individually:
- 1) Detention facilities serving more than one commercial or multi-family lot and constructed by the Developer at the time of subdivision shall be dedicated and maintained by an Improvement District or the Home Owners (or Property Owners) Association (HOA/ POA). The plat for lots served by this type of facility or facilities shall include: a) necessary easements and drainage facilities to be conveyed from each lot to the facility; and b) a notation on the plat identifying each lot to be served by the common facility.
  - 2) Where detention facilities serving commercial or multi-family lots are not constructed by the Subdivider, the plat for such lots shall include a notation indicating that each lot is to comply with the provisions of the Caldwell County ordinances in effect for drainage and floodplain at the time of site construction.

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- E) The presumption will be in favor of requiring flood detention for all development within the County. The County Engineer, in his/ her sole discretion , may waive the requirement for flood detention if:
- 1) adequate conveyance for the 100-year frequency storm is available in easements shown on the plat or in a separate drainage easement obtained by the applicant;
  - 2) engineering analysis demonstrates that undetained flood flows can be conveyed without adversely impacting adjacent, upstream or downstream properties (or that such impacts are contained within drainage easements obtained by the Developer); and
  - 3) the applicant agrees to provide stormwater quality measures (BMP's) to serve the proposed development which are considered adequate by the Commissioners Court and the County Engineer. Water quality controls shall be equivalent or superior to those required by the Lower Colorado River Authority (LCRA) Highland Lakes Watershed Ordinance Water Quality Management Technical Manual. If at the time of proposed development , the Guadalupe-Blanco River Authority adopts measures applicable to the Plum Creek or Geronimo/Alligator Creek watersheds , these standards may be substituted.
- F) If the proposed development will require revision of the 100-year floodplain as defined in the County's Flood Insurance Rate Maps (FIRM) under FEMA's National Flood Insurance Program (NFIP) regulations 44 CFR Part 65, the applicant shall, at the applicant's expense, file a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) request with FEMA and provide all necessary data and materials to satisfy FEMA requirements for approval of the revision. Procedures for floodplain revisions are described in Appendix H below.
- G) The record owner of a detention basin or appurtenance that receives stormwater runoff from a commercial or multifamily development shall maintain the basin or appurtenance. Maintenance of detention basins or appurtenances that are integral parts of roadways accepted for maintenance by a political subdivision shall be the responsibility of the accepting entity.
- H) The responsibility of the owner or developer shall extend to provision of adequate off-site drainage improvements to accommodate the full effects of the development of his/her property. When the owner/developer certifies by affidavit that a bona fide attempt to meet off-site drainage requirements has not been successful, the County may assist, at its discretion, in the acquisition of necessary property rights to provide for construction of off-site drainage improvements. The owner/developer shall make adequate guarantees that he/she will stand the full cost of acquiring said property rights and shall retain full responsibility for construction of the required off-site improvements.
- I) If the construction or improvement of a stormwater drainage facility is required along a property line that is common to more than one property owner, the owner proposing the development is, at the time the property is developed, responsible for each required facility on either side of the common property line, including the responsibility to dedicate or obtain the dedication of any necessary right-of-way or drainage easement.

## **E.2. DRAINAGE DESIGN CRITERIA**

- A) Caldwell County drainage policy shall govern the planning and design of drainage infrastructure subject to the jurisdiction of this ordinance. Notwithstanding, all designs shall be in accordance with sound engineering

practices and shall not necessarily be limited to minimum criteria when it is deemed by the County Engineer to be necessary for the welfare or safety of the public to implement more stringent requirements or criteria.

- B) Drainage design sheets shall indicate channel or water course cross-sections at sufficient spacing, scale and dimension to adequately determine or delineate the water surface profile, velocity, and other necessary parameters of the design flow under consideration.
- C) Drainage design calculations shall be presented legibly and with a clear and logical progression on the plan sheets or in a separate report document.
- D) Hydrologic Methods - Hydrologic design procedures used to calculate stormwater flow rates must be consistent when drainage areas are combined. In all cases, the hydrologic method required for the largest drainage area shall be used for all sub-watersheds. Hydrologic design procedures shall conform to the following methods where appropriate:
  - 1) Rainfall frequency design criteria must be selected before applying any hydrologic method. In September 2018, the National Weather Service published NOAA Atlas 14 - Precipitation Frequency Atlas of the United States, Volume 11 Version 2.0: Texas. This volume of Atlas 14 provides updated precipitation frequency estimates for Texas and replaces previous precipitation frequency studies. It is based on rainfall records at thousands of stations with a period of historic record through December 2017, with a few stations updated through June 2018. A single set of depth-duration frequency (DDF) values and intensity-duration-frequency (IDF) parameters that are suitable for use within the County are provided in Tables E-1 and E-2. While precipitation-frequency estimates do vary across the County (e.g., up to 0.5 inch variation in the 100-year recurrence interval, 24-hour duration precipitation estimate), these tables provide values that are well within the upper and lower bounds of the 90% confidence interval throughout the County.

**Table E-1. Depth-Duration-Frequency Values for Caldwell County**

Duration	Depth of Precipitation (inches) by Recurrence Interval							
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr
5-min	-0.53	-0.67	-0.80	-0.98	-1.12	-1.28	-1.45	-1.68
15-min	-1.06	-1.35	-1.60	-1.96	-2.24	-2.54	-2.87	-3.34
30-min	-1.49	-1.90	-2.25	-2.75	-3.13	-3.54	-4.01	-4.69
1-hr	-1.96	-2.51	-2.99	-3.66	-4.19	-4.77	-5.45	-6.45
2-hr	-2.42	-3.15	-3.82	-4.81	-5.63	-6.57	-7.65	-9.28
3-hr	-2.70	-3.54	-4.34	-5.55	-6.60	-7.81	-9.21	-11.31
6-hr	-3.17	-4.20	-5.21	-6.78	-8.17	-9.79	-11.65	-14.48
12-hr	-3.64	-4.84	-6.02	-7.85	-9.47	-11.37	-13.58	-16.94
24-hr	-4.14	-5.51	-6.84	-8.90	-10.69	-12.80	-15.27	-19.05

**Table E-2. Intensity-Duration-Frequency Values for Caldwell County**

Recurrence Interval	a	b	c
2-year	-45.24	-9.339	-0.7399
5-year	-53.47	-8.650	-0.7228
10-year	-61.25	-8.352	-0.7147
25-year	-69.96	-7.941	-0.6954
50-year	-73.59	-7.329	-0.6732
100-year	-77.31	-6.832	-0.6524
500-year	-77.48	-4.967	-0.5837

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- 2) The U.S. Corps of Engineers hydrologic model HEC-HMS shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres. Soil Conservation Service (now NRCS) TR-55 methods may be used for developing times of concentrations (lag times). When utilizing TR-55 Sheet Flow Lengths shall not exceed 100-ft for developed conditions, Sheet Flow Lengths for undeveloped conditions shall be 300-ft unless clear topographic or other evidence indicates shorter lengths are warranted, and Shallow Concentrated Flow Lengths shall not exceed 1,000-ft under any circumstances unless evidence is submitted to the satisfaction of the County Engineer that special circumstances exist that warrant the use of lengths exceeding these limits.

Caldwell County has adopted the use of a 24-hour HEC-HMS frequency storm distribution for use with time-varying rainfall simulations. The depth-duration-frequency (DDF) values to be used are shown in Table E-1. These depths should be entered directly into HEC-HMS software as frequency storm meteorological models. HEC-HMS will generate the appropriate rainfall distribution for each recurrence interval. The Atlas 14 depths provided are based on a partial-duration analysis; no partial-to-annual output conversion is required. For use of the frequency storm in HEC-HMS for the evaluation of the 24-hour event, the meteorological model parameters should be set as follows:

Input Type: Partial Duration

Output Type: Annual Duration

Intensity Duration: 5 Minutes

Storm Duration: 1 Day

Intensity Position: 50 Percent Storm

Area (mi<sup>2</sup>): Blank for areas less than 10 square miles. Use areal reduction for larger areas.

Curve: Uniform For All Subbasins

The computational time interval for computer simulations should be selected based on criteria for the minimum lag time in a given model. The computational time interval used in a HEC-HMS model should be no more than 6 minutes.

Curve numbers shall be selected based upon NRCS TR-55. Pre-developed curve numbers shall be based upon natural hydrologic activities based upon predeveloped conditions (prior to any construction or land clearing activities). Curve numbers for developed conditions shall be at least equal to pre-developed conditions.

- 3) The Rational Method may be used for drainage areas not exceeding one hundred (100) acres. Rainfall intensity ( $i$ ), the average rainfall rate in inches per hour, is a key parameter in the Rational Method equation. Rainfall intensity is selected based on design rainfall duration and design frequency (recurrence interval). The design duration is equal to the time of concentration for the drainage area under consideration. The design frequency is a statistical variable which is established by design standards or selected by the engineer as a design parameter. Rainfall intensity should be calculated using the best-fit intensity-duration-frequency (IDF) Equation E-1, which mathematically represents the Caldwell County IDF curves:

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$$i = a/(t+b)^c \quad (\text{Eq. E-1})$$

where  $i$  = Average rainfall intensity in inches per hour,

$t$  = Storm duration in minutes, which is equal to the time of concentration for the entire drainage area of interest, and

$a$ ,  $b$ , and  $c$  = Coefficients for different storm frequencies.

The best-fit coefficients of  $a$ ,  $b$ , and  $c$  for Equation E-1 are listed in Table E-2. Equation E-1 is applicable for all design recurrence intervals shown and is required for use with the Rational Method equation. Equation E-1 should not be used to calculate rainfall intensity for a time of concentration longer than 120 minutes. An area with a time of concentration longer than 120 minutes should be analyzed using the HEC-HMS frequency storm distribution.

- 4) Alternate methods may be approved by the County Engineer on a case-by-case basis.
- E) Hydraulic Methods - Hydraulic design procedures used to calculate water surface elevations, flow velocities, energy grade lines or other hydraulic parameters shall conform to the following methods where appropriate:
- 1) Manning's Equation may be used for computing normal depths for steady flows confined to uniform channels with free surface flow.
  - 2) The riverine hydraulics program HEC-RAS Flood Plain Hydraulics, developed by the US Army Corps of Engineers, shall be used for analysis of non-uniform flow and of backwater profiles.
  - 3) StormCad, developed by Bentley Systems, or Hydraflow Storm Sewers, developed by Autodesk shall be used for design of storm sewer systems.
  - 4) Alternative hydraulic analysis methodologies including multi-dimensional and/or unsteady flow models for open channel flow or alternative storm sewer analysis methodologies may be allowed subject to prior approval by the County Engineer.
- F) Drainage plans shall show the design in plan and profile on the same sheet and shall have a scale ratio no larger than 1" = 50' horizontal to 1" = 5' vertical.
- G) The maximum allowable flow velocity in open channels for the 100-year frequency storm is six feet (6') per second. The minimum allowable flowline slope in open channels is one (1) percent. Use of a concrete low flow inset channel allows a minimum flowline slope of 0.5%. Alternative design values may be acceptable subject to review and approval by the County Engineer.
- H) Channel side slopes may not be steeper than 4:1 (H:V) unless provided with structural or other measures designed by a qualified engineer to assure slope stability.
- I) Open channels shall have a minimum freeboard of 0.5-ft. The engineer must take care to insure open channel flow designs provide adequate freeboard to accommodate hydraulic jumps and superelevation which may occur in the channel when considering the 25- and 100-year storms.
- J) For non-curbed streets, all flows shall be contained within parallel roadside ditches. Concrete or rock retards shall be used when design velocities exceed six feet (6') per second. Roadside drainage ditches without a protective lining shall have an established vegetative cover.



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- K) Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of TxDOT standards.
- L) For bridges and culverts constructed on streets in urban or rural subdivisions serving residential properties, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than twelve (12") inches. For bridges and culverts constructed on streets other than in residential neighborhoods, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than six (6") inches .
- M) Where a floodplain delineation is required, its determination shall be based on the projected full development of all properties contributing to the point of consideration assuming no flood detention. The design engineer may elect to incorporate the flow reduction benefits of upstream flood detention subject to the following required field and hydrologic investigations:
- 1) a field survey of the existing physical characteristics of both the outlet structure and ponding volume of upstream flood detention facilities.
  - 2) a comprehensive, spatially and temporally accurate hydrologic analysis of contributing hydrographs.
- Approval of flow reductions associated with upstream detention are subject to review and approval by the County Engineer.
- N) The design engineer may elect to utilize a floodplain delineation previously approved by the County Engineer, assuming the delineation is still applicable under present requirements , criteria, and watershed conditions. In so doing, the engineer does not remove himself from responsibility for the delineation 's accuracy.
- O) A drainage area of 64 acres or greater is required within a contributing watershed to create a "floodplain ". For areas of flow with less than 64 acres of contributing area, no floodplain must be defined; however, with regard to the drainage design criteria presented herein, any concentrated flow shall be contained in a dedicated drainage easement.
- P) Drainage easements shall provide additional width necessary to allow safe ingress and egress for maintenance activities and equipment.
- Q) All new bridges shall be designed to convey a 100-year frequency storm. The water surface profile elevation shall not exceed the low chord elevation of the bridge structure.
- R) The 25-year hydraulic grade line shall be at or below the gutter line and shall in no case surcharge back through an inlet or inlets.
- S) All storm sewers, inlets, manholes or junctions shall be designed in accordance with Texas Department of Transportation hydraulic criteria.
- T) Headwalls, wing-wa lls, ditch checks, inlets or other drainage structures shall be designed in accordance with Texas Department of Transportation standards.

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## **F. APPENDIX F - EROSION AND SEDIMENT CONTROL REQUIREMENTS**

- A)** Minimum requirements for temporary and permanent erosion control design for site and subdivision projects shall be as follows:
- 1) The temporary (construction-phase) erosion control plan shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage to adjoining property.
  - 2) The permanent erosion control plan shall be sufficient to:
    - a) Permanently stabilize all disturbed areas with vegetation, including slopes and embankments.
    - b) Prevent erosion at culvert and storm sewer outlets, at bridges, and within channels through use of energy dissipaters , rip-rap, level spreaders, vegetative channel treatments , erosion resistant structural linings or gabions; erosion control blankets, retards or drop structures both during and after the vegetation re-establishment period.
    - c) Protect the integrity of structural improvements including prevention of ongoing sedimentation of drainage structures, channels, and roadside drainage ditches.
- B)** Stormwater discharges from all land development projects must conform to the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act which is administered through the U. S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality. Based on construction scope and total acreage of disturbed soil area, requirements may include compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan (SWPPP), and construction start and completion notifications. If applicable, the project SWPPP shall be submitted to the County prior to the pre-construction meeting or commencement of soil disturbing activities, whichever occurs first.
- C)** Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside ditches on steep slopes. Retards shall be designed to reduce flow velocities to a non-erosive level and to prevent storm flows from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

## **G. APPENDIX G - PROTECTION OF STREAMBANKS AND BLUFFS**

### **G.1. STREAM SETBACK REQUIREMENTS**

Development activity in Caldwell County, including grading, clearing and construction, shall be set back from the centerline of waterways the following distances based upon the size of the contributing watershed :

- |   |          |
|---|----------|
| A) Minor Waterways (64 to 320 acres)          | 50 feet  |
| B) Intermediate Waterways (320 to 1280 acres) | 100 feet |
| C) Major Waterways (greater than 1280 acres)  | 150 feet |

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D) Setback distances shall in no case extend more than twenty-five (25') feet beyond the limits of the 100-year floodplain.

## **G.2. BLUFF PROTECTION**

Development activity including clearing of natural vegetation shall be set back from the crest of a bluff (or top of bank) a distance of 75 feet from the top of the bluff OR a horizontal distance equal to three (3) times the height from the toe to the top of the bluff, whichever is less.

## **G.3. EXEMPTIONS**

Development activity exempted from this requirement includes: necessary roadway crossings, utilities, driveways, and trails designed to minimize disturbance to the protected zone to the maximum extent practical (subject to the approval of the County Engineer).

## **G.4. WAIVER**

A waiver from these requirements may be granted if:

- 1) a water quality plan meeting or exceeding the requirements of the LCRA Water Quality Management Technical Manual (or other equivalent entity as may be recognized by Caldwell County) is implemented within the subdivision; and
- 2) a geotechnical analysis demonstrates that the streambank slope or bluff is sufficiently stable to support itself and any proposed structures located along the crest of the bluff or engineering measures are employed to stabilize the slope.

Waiver of setbacks under this section does not permit the filling in or re-routing of natural streams, creeks, or waterways with an identifiable stream bed and banks, watercourses that may meet the definition of Waters of the State of Texas, or Waters of the United States.

## **H. APPENDIX H - FLOODPLAIN REVISION REQUIREMENTS**

A) Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or construction permits in Caldwell County shall include detailed hydrologic and hydraulic analyses of existing and proposed FEMA regulatory base flood elevations and floodplain boundaries. When it is determined by the County Engineer or Floodplain Administrator that proposed development may cause changes to floodplain characteristics along FEMA-regulated streams within the County's jurisdiction, the applicant shall submit appropriate applications and documentation to FEMA. The applicant shall provide the County Engineer and Floodplain Administrator copies of ongoing application processing and comments response necessary to achieve FEMA approval of map revisions.

B) Applications to FEMA required by the County may include one or more of the following:

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- 1) Letter of Map Revision Based on Fill (LOMR-F): A LOMR-F application is submitted when a structure or parcel has been elevated on fill above the BFE and is therefore excluded from the SFHA.
  - 2) Letter of Map Amendment (LOMA): A LOMA is an official map revision by letter to the effective NFIP map based upon review of scientific or technical data submitted by the Owner of a property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA.
  - 3) Letter of Map Revision (LOMR): A LOMR application seeks from FEMA a letter authorizing official revision of an effective FIRM based on updated, detailed hydrologic and hydraulic modeling of physical changes to channels and other flow conveyance facilities resulting from improved topographic or drainage structures data, structural flood control improvements, or evidence of actual flooding patterns following an extreme rainfall event. Issuance of an approved LOMR by FEMA results in an official change to the community's Flood Insurance Rate Map(s).
  - 4) Conditional Letter of Map Revision (CLOMR): A CLOMR request is submitted to FEMA when a community, a developer, or a property owner seeks pre-construction FEMA review and comment on a proposed project which will affect local BFE's and floodplain boundaries. A CLOMR is FEMA's determination as to a project's ability to comply with minimum NFIP floodplain management criteria. If the project complies, the CLOMR also describes the character of probable revisions to NFIP maps but does not represent a binding commitment from FEMA regarding future flood boundary locations or BFE's. Conditional letters may also be requested for a LOMR-F and a LOMA.
- C) Depending upon the character and location of proposed changes to base flood elevations, the County Engineer may require the applicant to complete the processing of a Conditional Letter of Map Revision (CLOMR) prior to issuance of a site or subdivision permit.
- D) The County Engineer may also require performance of a regulatory floodway determination as a means of allowing development in flood-prone areas while limiting the magnitude of long term flood hazards. The regulatory floodway constitutes the stream channel plus that portion of the overbank area which must be kept free of encroachment in order to allow conveyance of the 100-year flood without increasing base flood elevations by more than one foot (or an alternative threshold as determined on a case-by-case basis by the County Engineer). Construction within the floodway fringe (non-floodway) portion of the floodplain requires finished floor elevations to be placed at least two feet above the corresponding base flood elevation.

**Table B-1  
SUMMARY OF CALDWELL COUNTY URBAN (CURB AND GUTTER) ROAD STANDARDS**

<b>Average Daily Traffic (one-way trips)**</b>	<b>Not more than 1000</b>	<b>1001-2500</b>	<b>2501-5000</b>	<b>5001-15000</b>	<b>More than 15000</b>
Functional Classification	Local Street	Minor Collectors	Major Collectors	Minor Arterial	Major Arterial
Design Speed	25 mph	35 mph	45 mph	55 mph	
Number of Lanes	2	2	2	4	<b>All elements including geometric layout and cross-section shall be approved by the County Engineer on a case-by-case basis</b>
ROW Width	50'	60'	70'	80'	
Width of Traveled Way	30'	36'	40'	48'	
Minimum Centerline Radius	200'	375'	675'	975'	
Minimum Tangent Length between Reverse Curves or Compound Curves	50'	150'	300'	500'	
Minimum Radius for Edge of Pavement at Intersections	25'	25'	25'	35'	
Intersection Street Angle	80-100	80-100	80-100	80-100	
Maximum Grade:	12%	10%	9%	8%	
Minimum Stopping Sight Distance	175'	250'	350'	550'	
Minimum Intersection Sight Distance	250'	350'	450'	550'	
Minimum Cul-de-sac ROW Radius	55'	60'	60'	N/A	
Minimum Cul-de-sac Pavement Radius	45'	50'	50'	N/A	

**Notes:**

- 1) Any deviation from these standards must be the subject of an approved variance.
- 2) Lots that are restricted by plat note to one single-family residence shall be presumed to generate 9 one-way trips per day. Average daily traffic for all other lots shall be determined on a case by case basis by the Design Engineer subject to the approval of the County Engineer.
- 3) Slopes for occasional short runs between intersections may exceed the percentages shown above, but maximum slopes through intersections may not.
- 4) No cul-de-sac shall have a cross-slope in excess of 6%.
- 5) Revegetation of disturbed areas within new road rights of way is required prior to final acceptance by the County.
- 6) Guardrail shall be designed in accordance with TXDOT standards.

**Table B-2  
SUMMARY OF CALDWELL COUNTY RURAL (SHOULDER-SECTION) ROAD STANDARDS**

<b>Average Daily Traffic (one-way trips)**</b>	<b>Not more than 100</b>	<b>Not more than 1000</b>	<b>1001-2500</b>	<b>2501-5000</b>	<b>5001-15000</b>	<b>More than 15000</b>
Functional Classification	Private Gravel Roadway	Local Street	Minor Collectors	Major Collectors	Minor Arterial	Major Arterial
Design Speed	25 mph	25 mph	35 mph	45 mph	55 mph	
Number of Lanes	2	2	2	2	4	<b>All elements including geometric layout and cross-section shall be approved by the County Engineer on a case-by-case basis</b>
ROW Width	60'	60'	60'	70'	100'	
Width of Traveled Way	18'	20'	22'	24'	48'	
Width of Shoulders	2'	4'	5'	6'	8'	
Minimum Centerline Radius	150'	200'	375'	675'	975'	
Minimum Tangent Length between Reverse Curves or Compound Curves	50'	50'	150'	300'	500'	
Minimum Radius for Edge of Pavement at Intersections	25'	25'	25'	25'	35'	
Intersection Street Angle	80-100	80-100	80-100	80-100	80-100	
Maximum Grade:	14%	14%	10%	9%	8%	
Minimum Stopping Sight Distance	175'	175'	250'	350'	550'	
Minimum Intersection Sight Distance	250'	250'	350'	450'	550'	
Ditch Foreslope Grade	4:1	4:1	5:1	5:1	5:1	
Ditch Backslope Grade	3:1	3:1	4:1	4:1	4:1	
Minimum Cul-de-sac ROW Radius	65'	70'	70'	70'	70'	
Minimum Cul-de-sac Pavement Radius	35'	45'	45'	45'		

**Notes:**

- 1) Any deviation from these standards must be the subject of an approved variance.
- 2) Lots that are restricted by plat note to one single-family residence shall be presumed to generate 9 one-way trips per day. Average daily traffic for all other lots shall be determined on a case by case basis by the Design Engineer subject to the approval of the County Engineer.
- 3) Slopes for occasional short runs between intersections may exceed the percentages shown above, but maximum slopes through intersections may not.
- 4) No cul-de-sac shall have a cross-slope in excess of 6%.
- 5) Revegetation of disturbed areas within new road rights-of-way is required prior to final acceptance by the County.
- 6) Roadside ditches shall be contained entirely within right-of-way or a dedicated drainage easement.
- 7) Guardrail shall be designed in accordance with TXDOT standards .

## **Exhibit “D” Right-of-Way License Agreement**

This Right-of-Way License Agreement (“Agreement”) is entered into on \_\_\_\_\_ between Caldwell County, Texas, a political subdivision of the State of Texas, (“Licensor”); Political 339, LLC, a Texas limited liability company, and BL 12 Holdings, LLC, a Texas limited liability company, VEMA Investments, LLC, a Delaware limited liability company, and Amazon Properties, LLC, a Louisiana limited liability company (“Licensee(s)"). This Agreement is made with reference to the following facts:

### **RECITALS**

- A. This License Agreement is intended to be incorporated by reference into a Development Agreement between the parties relating to development and subdivision of real property located in Caldwell County (the “Project”). Said Development Agreement is also incorporated herein by reference; all references to exhibits shall refer to exhibits attached to that Development Agreement.
- B. Licensor is or will be the owner of rights-of-way within the Project, and Licensee desires to construct certain improvements which will encroach upon and be located in the above-referenced rights-of-way.
- C. Licensor is agreeable to permitting said encroachment upon the terms and conditions expressed herein and subject to the Development Agreement referenced herein.

### **AGREEMENT**

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

**1. Grant.** Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, the right to construct, maintain and install the following described improvements on the following described public right-of-way owned by Licensor:

All non-standard improvements within all rights-of-way in the Project, including but not limited to sidewalks, landscaping, and street illumination.

**2. Consideration.** The license herein granted is expressly made part of and in consideration for the terms and conditions of the Development Agreement between County and Licensee.

**3. Construction and Maintenance Expenses.** Licensee shall bear the cost and expense of constructing, reconstructing and maintaining the improvements described above. Licensee further agrees that all work upon or in connection with said improvements shall be done at such times and in such manner as is approved by Licensor and shall be done in accordance with plans

and specifications approved by Licensor and subject to all permits required by Licensor pursuant to state or local law or regulation.

- a. Licensee shall not modify or in any fashion change the improvements, once constructed, without the written permission of Licensor; provided, however, such improvements may be repaired or replaced without further permission.
- b. Licensee agrees to construct said improvements in a workmanlike fashion and to at all times maintain said improvements in a good and sound condition and in a condition that remains aesthetically and visually pleasing and acceptable to the Licensor. If Licensee fails to maintain said improvements in good and sound condition, in the reasonable determination of Licensor, Licensee hereby grants to Licensor the right to maintain them. If Licensor is required to maintain said improvements, Licensee agrees to reimburse Licensor for the cost thereof within 30 days after the mailing to Licensee of an invoice for said costs by Licensor. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

**4. Removal of Improvements.** Licensee expressly acknowledges that the improvements covered by this agreement are being allowed to be constructed in a public right-of-way and that, from time to time, said right-of-way will require improvement, relocation, destruction and/or removal. In the event of said events occurring, Licensee agrees to effect the removal and replacements at its cost within sixty (60) days of receipt of written notice to do so from Licensor, or as soon as reasonably practicable thereafter. In the event that Licensee declines to effect said removal and/or replacement, Licensee grants to Licensor the right to remove and/or replace said improvements and the cost thereof shall be paid in accordance with the paragraph 3 above. Provided, however any improvements removed pursuant to this paragraph, may be reinstalled by Licensee without further approval.

- a. Licensee hereby waives any/or all claims against Licensor for any and all damage or injury done to the real property described in Exhibit A, rights-of-way, and/or the structures and/or any personal property located thereon caused as a result of the removal and/or replacement described in the immediately preceding paragraph and Licensee indemnifies and holds Licensor harmless for any and all such damages or injuries.
- b. Upon removal of said improvements and any repair or restoration of Licensor's property required by this Agreement and/or payment of costs of said repair, restoration and/or removal, all as provided for under this Agreement, and to the satisfaction of Licensor, Licensor shall provide Licensee with a recordable Certificate of Release.

**5. Indemnification and Hold Harmless.**

- a. Licensee shall assume all risks of damage to the improvements and any appurtenances thereto and to any other property of Licensee or any property under



the control of Licensee while upon or near Licensor's right-of-way described at paragraph 1.

- b. Licensee further agrees to indemnify and hold harmless Licensor, its officers, employees, agents, successors, and assigns, from any and all claims, liabilities, damages, failure to comply with any current or prospective laws, attorney's fees, loss or damage to property whether owned by Licensor, Licensee and/or third parties to this Agreement, and/or injury to or death of any person arising out of the construction, maintenance, removal, replacement, rehabilitation, repair, or the location of the improvements or out of Licensee's activities on Licensor's right-of-way described hereinabove.

**6. Insurance.** Licensee, at its sole cost, shall maintain general liability and property damage insurance in the amount of \$1 million combined single limit for bodily injury and property damage, or such other amount as is determined sufficient by the Commissioners Court or Director of Sanitation, with insurers which are acceptable to Licensor, insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of Licensor's property pursuant to this Agreement.

All general liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions of this Agreement. Licensor shall be named as an Additional Insured, and the policy shall contain cross-liability and primary insurance endorsements.

Each policy, or a certificate of the policy, shall be deposited with Licensor at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. Licensee shall provide evidence of said insurance.

Licensee shall make arrangements with the insurers that the insurers shall provide Licensor with notice of cancellation or termination of the insurance at least thirty (30) days in advance of cancellation or termination. Licensee shall continuously maintain the insurance required by this Agreement until Licensor issues its Certificate of Release pursuant to Paragraph 4 hereof.

**7. Term.** This agreement and the rights granted hereunder may be terminated by Licensor upon giving written notice to Licensee at least ninety (90) days prior to the termination.

- a. Should Licensee, its successors and assigns, at any time abandon the use of the property described on Exhibit A or any part thereof, or fail at any time to use the same for the purpose for which development of said property was approved for a continuous period of ninety (90) days, the rights and obligations hereby created shall cease to the extent of the use so abandoned and/or discontinued, and Licensor shall have the right to declare this Agreement terminated to the extent of the use so abandoned or discontinued.

- b. Upon termination of the rights and privileges hereby granted, Licensee, at its own cost and expense, agrees to remove said improvements for which this license is granted and to return the right-of-way to the condition it was in prior to the execution of this License. Should Licensee in such event fail, neglect, or refuse to remove said improvement or return the right-of-way to such condition, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense, including any attorney's fees, Licensee agrees to pay upon demand and, if not so paid, said expenses shall be paid in accordance with paragraph 3(b), above.

**8. Notices.** Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

To County: Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Declarant: Political 339, LLC,  
Attn: Mark Janik  
101 Parkland Blvd.  
Sugar Land, Texas 77478

BL 12 Holdings, LLC  
Attn: Mark Janik  
101 Parkland Blvd.  
Sugar Land, Texas 77478

VEMA Investments, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amazon Properties, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Waiver.** The waiver by Licensor of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

**10. Authority of Parties.** Each individual executing this agreement in behalf of a corporation or other private entity shall represent and warrant and that he/she is duly authorized to execute this agreement on behalf of the corporation and/or entity, in accordance with the duly adopted resolution of the Board of Directors of such corporation, and/or entity, a copy of said resolution shall be provided to Licensor, along with the executed original of this agreement.

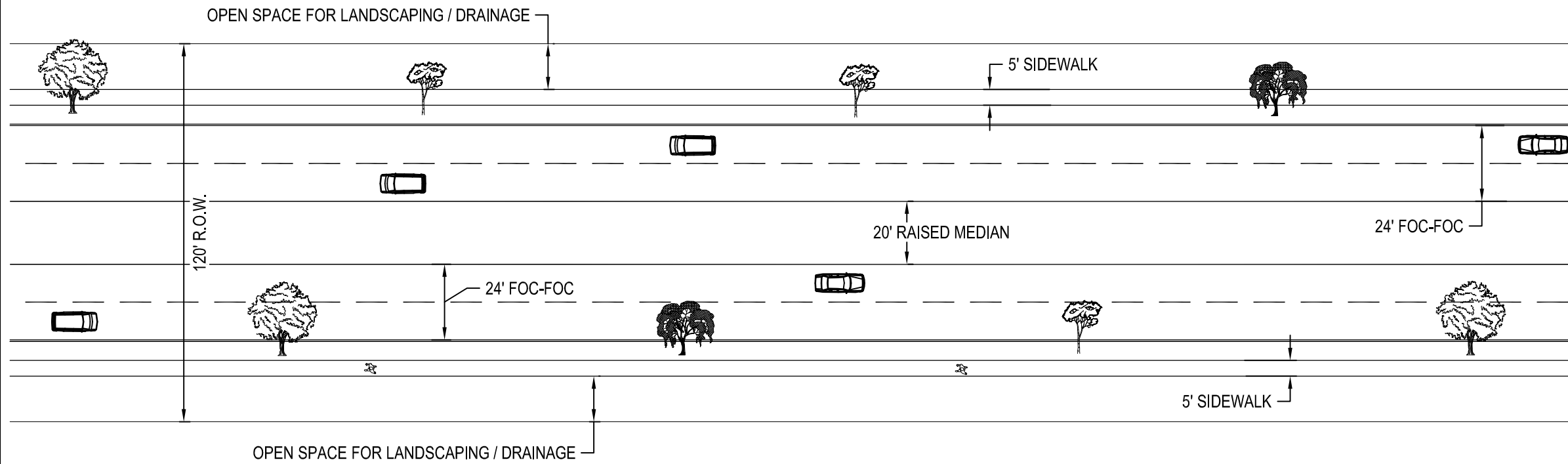
**11. Attorney's Fees.** In the event that either party is required to bring an action to enforce or interpret terms and conditions of this agreement, the prevailing party shall be entitled to payment of its attorney's fees, as well as expert witness fees.

**12. Assigns and Successors.** This agreement shall inure to the benefit and be binding upon each party's assigns and successors, and it is the intent of the parties that this license and its terms and conditions shall run with the land and be binding upon all successors in interest to the real property described in Exhibit A attached hereto.

**Exhibit "E"**  
**Political Road Boulevard**

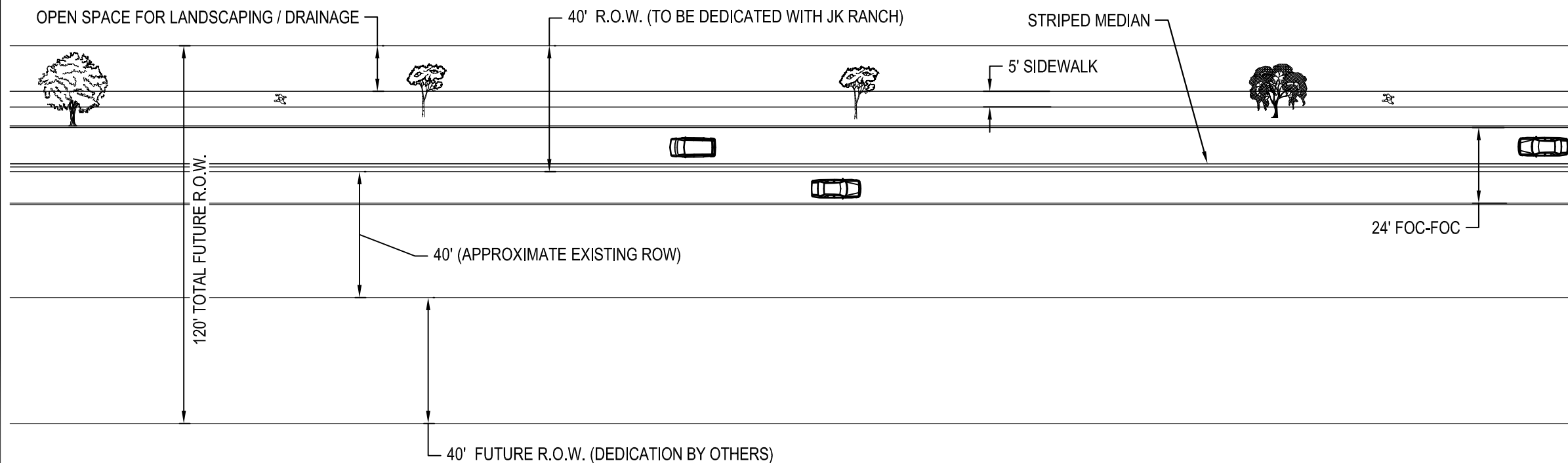
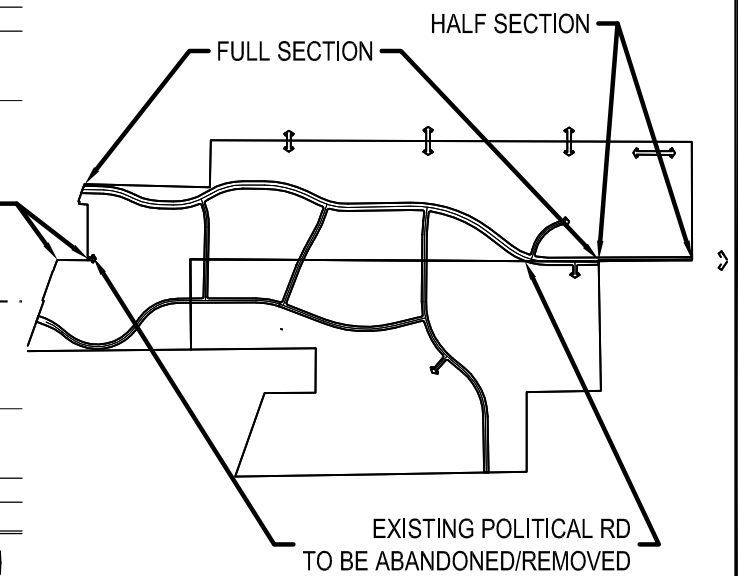
# JK RANCH

## POLITICAL BLVD. SECTIONS



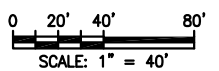
### POLITICAL BLVD.

EXISTING POLITICAL RD  
TO BE RENAMED FOR INTERNAL SITE USE



### POLITICAL BLVD. - HALF SECTION

NOTE: ALL TREES ARE FOR ILLUSTRATIVE PURPOSES ONLY. TREES ARE TO BE PLACED AT THE DEVELOPER'S DISCRETION.



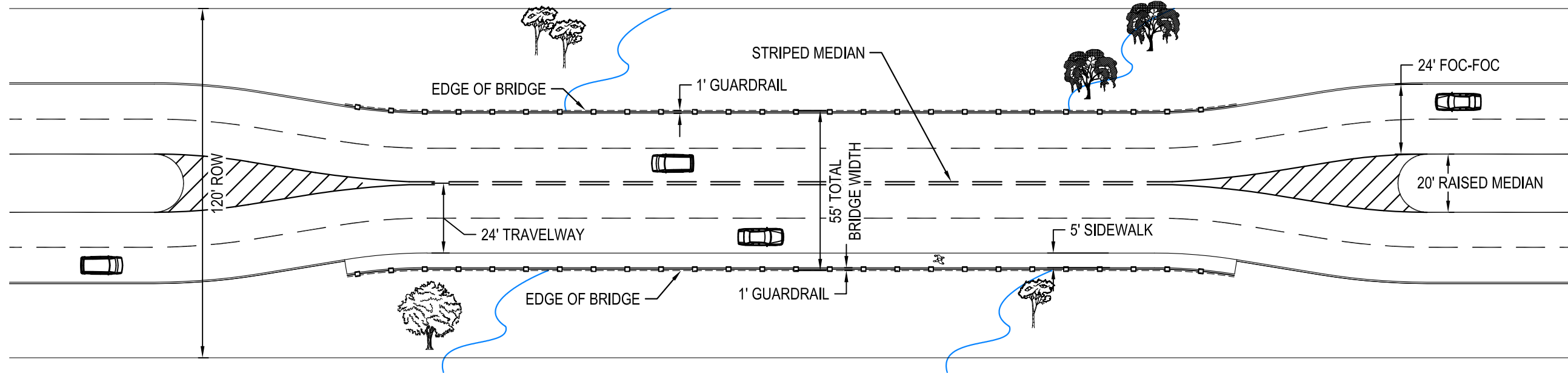
**BGE, INC.**  
101 W Louis Henna Blvd, Suite 400  
AUSTIN, TX 78728  
TBPPE Registration No. F-1046  
TEL: 512-679-0400 www.bgeinc.com

G:\TXC\Projects\Ashton Gray\11014-00-JK\_Ranch\LD101\_CADD\05\_Exhibits\Development Agreement Exhibits\Political Blvd Exhibit.dwg Layout: Layout1 Plotted: 9/29/2023 1:40:52 PM By: NKELLY

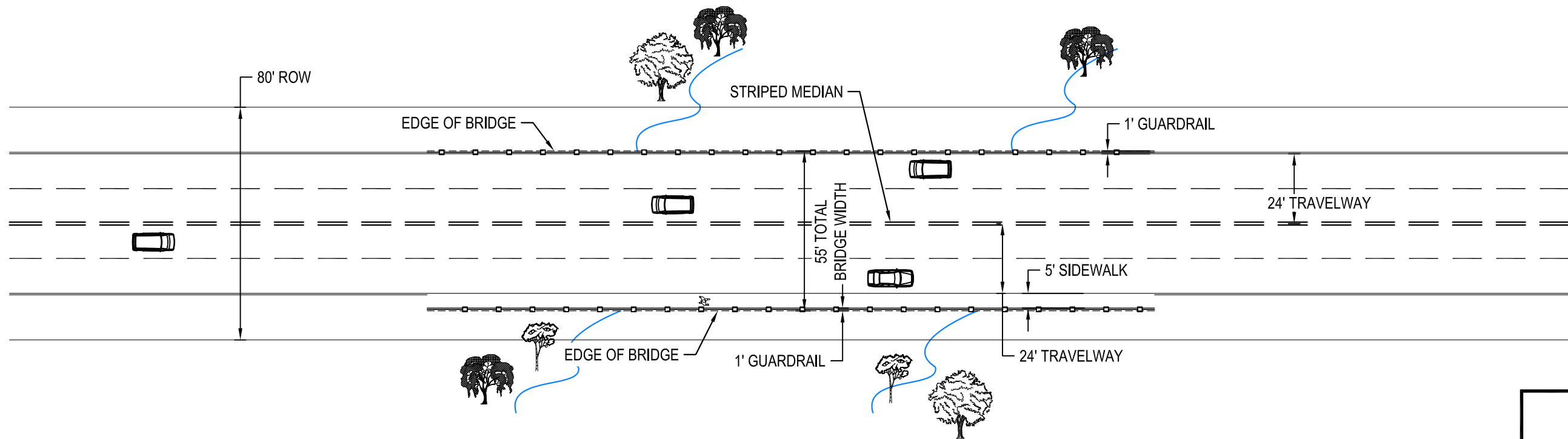
**Exhibit "F"**  
**Bridge Sections**

# JK RANCH

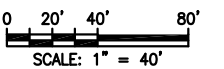
## BRIDGE SECTIONS



## POLITICAL BLVD.



## MINOR ARTERIALS



BGE, INC.  
101 W Louis Henna Blvd, Suite 400  
AUSTIN, TX 78728  
TBPPE Registration No. F-1046  
TEL: 512-679-0400 www.bgeinc.com

**IN WITNESS THEREOF**, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Hoppy Haden

POLITICAL 339, LLC,  
a Texas limited liability company

Caldwell County Judge

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BL 12 HOLDINGS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VEMA INVESTMENTS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMAZON PROPERTIES, LLC  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion Only

**Subject:** To consider a development agreement between the County and CHISHOLM HILL LP, an approximately 776.772-acre subdivision located at Black Ankle Road and Boggy Creek Road.

**Costs:** \$0.00

**Agenda Speakers:** Kristal Harris/Kasi Miles/Tracy Bratton

**Backup Materials:** Attached

**Total # of Pages:** 19

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is by and between Caldwell County, a political subdivision of the state of Texas ("County"), and CHISHOLM HILL LP, a Texas Limited Partnership ("Declarant") (together, the "Parties"). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge.

WHEREAS, Declarant owns approximately 776.772 acres of real property, which is more particularly described in Exhibit A, attached hereto (the "Property"); and

WHEREAS, Declarant desires to subdivide and develop the property (the "Project") as generally depicted on Exhibit B, attached hereto (the "Concept Plan"); and

WHEREAS, the County and Declarant desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

WHEREAS, this Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance (the "Development Ordinance"), attached hereto as Exhibit C-1, will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Development Ordinance and is in the mutual interest of both Parties.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant agree as follows:

1. General Terms and Conditions

- a. The "Project" is defined as the subdivision and development of the Property, together with all related construction, roads, drainage, detention, water and wastewater systems, amenities and landscaping and other improvements to be constructed or implemented on the Property.
- b. Declarant desires to develop the Property consistent with the Project's Concept Plan shown in Exhibit B. In accordance with the Concept Plan, the Declarant designates the following acreages for the following uses:

Maximum of +/-555 acres for single family residential use ("Single Family");  
Maximum of +/-40 acres for multifamily residential use ("Multifamily");  
("Multifamily," and "Single Family," collectively, shall mean, "Residential");  
+/-22 acres for commercial use ("Commercial");  
Maximum of +/-60 acres for parkland outside of the 25-yr floodplain;  
+/-75 acres for FEMA Zone A floodplain;  
+/-28 acres for ponds, drainage and open space; and  
+/-37 acres for wastewater treatment plant, easements and right-of-way dedication.

While the Project's Concept Plan shows Declarant's intended land uses for the Property and Project as of the effective date of this Agreement, the Parties acknowledge that the Concept Plan is preliminary and such land uses, configurations and acreages shown on the Concept Plan may be modified and revised by Declarant as the Property's development progresses.

- c. The mutual benefit to the Parties set forth in this Agreement, which exceed the minimum requirements of Texas law and the Development Ordinance, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- d. Unless both Parties otherwise mutually agree in writing, the Project's development, including all permits, applications, and County approvals, shall only be subject to this Agreement, and the Development Ordinance and the Flood Damage Prevention Ordinance, attached hereto as Exhibits C-1 and C-2, each of which as modified hereunder. To the extent any standards or provisions in this Agreement conflict with the Development Ordinance, the Flood Damage Prevention Ordinance, or any other County regulations, resolutions or ordinances, this Agreement shall control. The County agrees to submit all floodplain studies performed on the Property to the Federal Emergency Management Agency ("FEMA") for FEMA's use as the best available data to update floodplains in FEMA Zone A or Zone AE if such submission is requested by Declarant.

## 2. Declarant Obligations

- a. Notwithstanding subsection 1.b., and despite any subsequent modifications or revisions to the Concept Plan, Declarant shall ensure that no less than five percent (5%) of the Property's Residential acreage be set aside and designated as, and reserved for, parks, ponds, or open space for the beneficial and recreational use of the public. Floodplain area outside of the 25-yr floodplain delineation (up to 50% of the floodplain) shall be counted towards the parkland area.
- b. There shall be a 0.25-acre pocket park for every 250 single family lots, distributed throughout the Project for ease of community accessibility. Each pocket park shall include (at a minimum) a bench and shade structure or a children's play structure. The location of the pocket park may be adjacent to and outside of the 25-yr floodplain.
- c. A minimum of 6,500 linear feet of trail will be provided throughout the community in an effort to connect community parkland areas. Trails will be concrete or natural surface.
- d. A minimum of one (1), 2-inch caliper tree shall be planted in the front yard of every single family lot that does not have a tree at the time of home construction.

- e. Development of the Project, and any other community building standards, will comply with the following Dark Sky standards:

Any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700k or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights. Lighting required by a governmental agency shall be exempt. Major and minor project monumentation may be back lit.

- f. All Residential homes or structures must be permanently installed on a permanent foundation system and be part of the real property. Manufactured Homes will not be allowed. "Manufactured Homes" means a HUD-code manufactured home, as defined in Texas Occupations Code Section 1201.003. Provided, however, such limitation shall not apply to housing in connection with the MUD's creation and confirmation process or temporary buildings utilized during the construction and sales phases of development.

Single family homes may be of stick-built or modular construction, provided that such modular housing is designed, permitted, and constructed in accordance with the Ordinance's construction standards and installed on a permanent foundation system that is part of the real property. Notwithstanding the foregoing, at least 50% of the aggregate number of single family homes to be constructed within the Property shall be stick-built.

- g. Platted Single Family lot widths on the Property shall be a minimum of forty feet (40'). Single Family lots shall not be located on any collector streets within the Property.
- h. Up to 20% of the residential development may be alley-loaded thirty foot (30') wide lots.
- i. Single Family homes shall contain a minimum of a 2-car garage and shall have driveways a minimum of twenty feet (20') in depth as measured from the right-of-way and fifteen feet (15') in width (providing for an additional two off-street parking spaces); provided, however, single family homes on cul-de-sacs may have a minimum driveway width of twelve feet (12'). Notwithstanding the foregoing,

up to fifteen percent (15%) of single family homes shall be permitted to contain a 1-car garage and two (2) off-street parking spaces.

- j. Areas designated as Commercial on the Concept Plan shall allow for residential or commercial uses. Areas designated as Single Family on the Concept Plan shall allow for any residential use. Areas designated as Multifamily on the Concept Plan shall allow for Single Family development.
- k. All public streets serving the Property shall be dedicated to the County. Private drives or alleys shall not be dedicated to the County and shall be maintained by a property owners association ("POA") or a Municipal Utility District ("MUD" or "District"). Public streets that are loaded with single family homes shall contain concrete sidewalks on both sides with a minimum width of four feet (4'). Sidewalks and trails shall be provided on unloaded streets.

Declarant shall ensure the following parking ratios are established for each designation and use within the Project:

- a. Single Family: 2 off-street spaces (in addition to the garage) per dwelling unit;
- b. Multifamily: 1.5 spaces per bedroom (up to one bedroom) with an additional ½ parking space per additional bedroom;
- c. Commercial: 1 space per 300 square-feet ("sf") gross floor area ("GFA"); and
- d. Amenity: on-street parking allowed for adjacent streets

- l. All sidewalks and trails shall be maintained by a District or POA.
- m. Declarant shall complete a Traffic Impact Analysis ("TIA") and shall be responsible for the costs, design, construction of road facilities and implementation of any mitigation measures within the Property as specifically identified in the TIA. Notwithstanding any other County codes or ordinances, this TIA is the only TIA required by the County and shall govern the life of the project. To the extent the TIA requires road improvements outside the boundaries of the Property, which are separate and apart from the Boggy Creek Road Improvement, as defined below, the Declarant shall share in such proportionate costs directly related to the development activity within the Property. Notwithstanding the foregoing, Declarant shall be responsible for dedicating right-of-way along the portions of Black Ankle Road that abut the Property, as shown generally on the Concept Plan. Declarant also agrees to improve approximately 2,200 linear feet of Boggy Creek Road. The "Boggy Creek Road Improvement" will include expansion of street section from existing to 22 feet of travel lanes with 2-foot shoulders on either side (26-foot pavement width, total). The extent of the Boggy Creek Road Improvement will be from the Project's connection to Boggy Creek Road to the existing improvement and right-of-way widening of Boggy Creek Road, approximately 300 feet northwest of the intersection of TX 130 Frontage Road/S Cesar Chavez Parkway. The Boggy Creek Road Improvement will be completed no

sooner than the completion of the first phase of development or as necessary to meet fire safety requirements. Further, for roads constructed to serve the Project with public right of ways greater than 70 feet, the County agrees to include such roads on future updates to the County's Transportation Master Plan and, in connection with such updates to the Transportation Master Plan, to provide connectivity, outside the Project, for such roads.

- n. Minimum street width, ingress, and egress shall adhere to the standards set forth in the 2015 edition of the International Fire Code. The Project shall not be subject to any fire code standards adopted by the County, in the future, unless otherwise agreed to be Declarant.
- o. Any storm drainage systems (including pipes and structures) within the right of way shall be owned by the MUD for operation and maintenance. All detention ponds, basins, and channels shall be owned by the MUD. All open space areas within the Project shall be dedicated and maintained by the Declarant, their heirs or assigns, a MUD, or POA established for the purpose of owning and managing the common land or amenities.
- p. The Property may be served by a wastewater treatment plant to be constructed, in phases as needed. The wastewater treatment plant will be permitted by the TCEQ and designed and constructed or acquired by the MUD. The MUD will own, operate and maintain the wastewater treatment plant. The County acknowledges and consents to the MUD pumping wastewater from its sanitary sewer lines and hauling such wastewater to an off-site wastewater treatment facility if determined necessary by the MUD on a temporary interim basis.
- q. The County shall regulate all subdivisions and approve related plats and permits within the Property pursuant to the Development Ordinance, the Flood Damage Prevention Ordinance, and this Agreement. The plans and specifications for public road facilities, and the MUD's water, wastewater, and drainage facilities shall be submitted to the County for review and approval prior to construction and shall be designed and constructed in accordance with the standards set forth in the Development Ordinance, subject to the terms of this Agreement. All District facilities shall be constructed or installed within easements or road right-of-way dedicated to the public or within fee parcels owned by the District. Upon request, the District shall furnish proof of compliance with such comments to the County. The County shall have the right to inspect and approve the construction of drainage and road improvements in accordance with this Agreement, which approval will not be unreasonably withheld, conditioned or delayed. The District engineer will inspect the construction of all roads, sidewalks, drainage, water and wastewater improvements and shall have an on-site inspector during the construction of all inspectable work related to such facilities. The District or Declarant or its successors and assigns shall not be obligated to apply for, pay for

or obtain from the County any permit for construction of any portion of the water, sewer, sidewalk, or recreational facilities.

- r. The Declarant shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the County in accordance with this Agreement, the County Development Ordinance, attached hereto as Exhibit C, and variances granted herein and other variances that the County may approve from time to time. So long as the plat meets the applicable requirements of the County Development Ordinance, including the variances granted herein and other variances that the County may approve from time to time, and this Agreement (including any amendments), the County shall approve the plat within thirty (30) days after the plat is filed with the County. In the event of any conflict between the County Development Ordinance and this Agreement, this Agreement controls. Notwithstanding anything herein to the contrary, any portion of the Property developed on a single lot or parcel of land, which is designed to be under common ownership, with detached single family residential units, is not considered a subdivision under Chapter 232 of the Texas Local Government Code and the component units within that single lot or parcel of land shall not be required to be platted. Provided, however, site plan approval shall be required for any such development that is not platted through the subdivision platting process, and the single lot or parcel of land, itself, shall be platted.
- s. Fire flow shall be provided for the in-tract water distribution system.
- t. The Parties shall execute a license agreement, in substantially the same the form provided on Exhibit D, attached hereto, to maintain all non-standard improvements within the rights-of-way.
- u. Developer shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such cost.
- v. Developer shall have the ability to include additional lands into this Agreement that are contiguous with the Property and planned cohesively with the Project. Upon notice to the County that Developer desires to add such additional contiguous land to this Agreement, and provision of a legal description for such land, Exhibit A shall automatically be amended to include such additional land and the term "Property" as used herein shall be amended to include such additional land. No further action shall be required to reflect same. The ability to add additional non-contiguous land shall be subject to approval by the County, such approval not to be unreasonably withheld, conditioned or delayed.

### 3. County Obligations

County agrees to permit development and construction of the Project in accordance with the following variances to the Caldwell County Development Ordinance. However, notwithstanding anything herein to the contrary, residential development will be allowed under Chapter 4.3 Commercial Site Construction Permit Procedures including detached single, two-family or three-family residential units provided that development is contained within a platted lot with privately maintained driveways meeting the 2015 International Fire Code and emergency services district geometric and weight load standards.

#### Appendix A – Subdivision Layout Requirements

##### A.1. General Requirements

A.1.B Lots smaller than one half (1/2) acre shall have a rear lot line setback of not less than 10 feet and side lot setbacks, where necessary, of not less than 5 feet. Eaves, overhangs, and mechanical appurtenances are allowed within the side lot setbacks.

##### A.3 Requirements for Urban Subdivisions

A.3.B The minimum lot size for a platted single family lot shall be 4,000 square feet. No minimum lot size shall apply to (i) lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses, or (ii) non-traditional housing, which includes duplexes, quadraplexes, zero lot line homes, townhouses, brownstones, patio homes, condominiums, single family detached product with shared driveways, villas, manors, or any other type of home other than a traditional single family home.

A.3.F The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Local Streets	40'	20'

#### Appendix B – Street Design Requirements

B.1. Table B-1 is revised as follows:

Table B-1  
SUMMARY OF CALDWELL COUNTY URBAN (CURB AND GUTTER) ROAD STANDARDS

Average Daily Traffic (one-way trips)**	Not more than 1500	1501-2500	2501-5000	5001-15000	More than 15000
Functional Classification	Local Street	Minor Collectors	Major Collectors	Minor Arterial	Major Arterial
Design Speed	25 mph	35 mph	45 mph	55 mph	



Number of Lanes	2	2	2	4	All elements including geometric layout and cross-section shall be approved by the County Engineer on a case-by-case basis
ROW Width	50'	60'	70'	80'	
Width of Traveled Way	30'	36'	40'	48'	
Minimum Centerline Radius	200'	375'	675'	975'	
Minimum Tangent Length between Reverse Curves or Compound Curves	50'	150'	300'	500'	
Minimum Radius for Edge of Pavement at Intersections	25'	25'	25'	35'	
Intersections Street Angle	80-100	80-100	80-100	80-100	
Maximum Grade	12%	10%	9%	8%	
Minimum Stopping Sight Distance	175'	250'	350'	550'	
Minimum Intersection Sight Distance	250'	350'	450'	550'	
Minimum Cul-de-sac ROW Radius	55'	60'	60'	N/A	
Minimum Cul-de-sac Pavement Radius	45'	50'	50'	N/A	

B.2.Q Whenever possible, "T" intersections shall be specified rather than four-way intersections. "T" intersection angles shall be no less than 80 degrees and no more than 120 degrees.

B.3.L Medians may be required for Minor Arterial Streets where street intersection spacing is less than seven hundred and fifty feet (750'), or driveway spacing is less than two hundred feet (200'). Median breaks shall be located at intersections with arterials, collectors, industrial streets, and driveways to businesses generating significant daily traffic.

B.3.M Curb return radii on minor arterial streets with intersecting collector, arterial or existing streets shall be a minimum of thirty-five feet (35').

#### Appendix C – Work in the Public Right-of-Way

##### C.2 Requirements for Design and Construction of Driveways.

The Minimum Offset between edges of adjacent driveways on the same side of the street for (i) Local Street (Curb/gutter) and Collector streets shall be ten (10') feet as measured at the 20-foot setback line. There shall be no minimum offset to edge of driveways on the opposite side of the street for Collector Streets.

C.2.2 If a curb inlet is present, there shall be seven (7) feet between inlet opening and the edge of a driveway curb return.

C.2.6 Driveways connecting to all streets are to be located no closer to the corner of intersecting rights of way than 27 feet from the property line adjacent to intersecting

rights of way. Driveways shall not be constructed within the curb return of a street intersection.

Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.

4. Actions Performable. The County and the Declarant agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

5. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

6. Governing Law. The County and Declarant agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

7. Changes in writing. Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

8. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

9. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

10. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

11. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Declarant: Chisholm Hill LP, a Texas limited partnership  
206 E 9<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

12. Force Majeure. Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

13. Assignment. This Agreement may be assigned by the Declarant. Provided, Declarant shall provide written notice of such assignment to the County, which notice shall include evidence that the assignee has assumed the obligations under this Agreement.

14. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.

15. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Caldwell County, Texas.

[PAGE REMAINDER LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY:

DECLARANT:

CHISHOLM HILL LP, a Texas Limited Partnership

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A"  
Property

Exhibit "B"  
Concept Plan

Exhibit "C"  
Caldwell County Development Ordinance  
AND  
Flood Damage Prevention Ordinance

Exhibit "D"  
Right-of-Way License Agreement

This Right-of-Way License Agreement ("Agreement") is entered into on \_\_\_\_\_ between Caldwell County, Texas, a political subdivision of the State of Texas, ("Licensor"); and CHISHOLM HILL LP, a Texas limited partnership ("Licensee"). This Agreement is made with reference to the following facts:

RECITALS

- A. This License Agreement is intended to be incorporated by reference into a Development Agreement between the parties relating to development and subdivision of real property located in Caldwell County (the "Project"). Said Development Agreement is also incorporated herein by reference; all references to exhibits shall refer to exhibits attached to that Development Agreement.
- B. Licensor is or will be the owner of rights-of-way within the Project, and Licensee desires to construct certain improvements which will encroach upon and be located in the above-referenced rights-of-way.
- C. Licensor is agreeable to permitting said encroachment upon the terms and conditions expressed herein and subject to the Development Agreement referenced herein.

AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

1. Grant. Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, the right to construct, maintain and install the following described improvements on the following described public right-of-way owned by Licensor:

All non-standard improvements within all rights-of-way in the Project, including but not limited to sidewalks, landscaping, and street illumination.

2. Consideration. The license herein granted is expressly made part of and in consideration for the terms and conditions of the Development Agreement between County and Licensee.

3. Construction and Maintenance Expenses. Licensee shall bear the cost and expense of constructing, reconstructing and maintaining the improvements described above. Licensee further agrees that all work upon or in connection with said improvements shall be done at such times and in such manner as is approved by Licensor and shall be done in accordance with plans and specifications approved by Licensor and subject to all permits required by Licensor pursuant to state or local law or regulation.



- a. Licensee shall not modify or in any fashion change the improvements, once constructed, without the written permission of Licensor; provided, however, such improvements may be repaired or replaced without further permission.
- b. Licensee agrees to construct said improvements in a workmanlike fashion and to at all times maintain said improvements in a good and sound condition and in a condition that remains aesthetically and visually pleasing and acceptable to the Licensor. If Licensee fails to maintain said improvements in good and sound condition, in the reasonable determination of Licensor, Licensee hereby grants to Licensor the right to maintain them. If Licensor is required to maintain said improvements, Licensee agrees to reimburse Licensor for the cost thereof within 30 days after the mailing to Licensee of an invoice for said costs by Licensor. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

4. Removal of Improvements. Licensee expressly acknowledges that the improvements covered by this agreement are being allowed to be constructed in a public right-of-way and that, from time to time, said right-of-way will require improvement, relocation, destruction and/or removal. In the event of said events occurring, Licensee agrees to effect the removal and replacements at its cost within sixty (60) days of receipt of written notice to do so from Licensor, or as soon as reasonably practicable thereafter. In the event that Licensee declines to effect said removal and/or replacement, Licensee grants to Licensor the right to remove and/or replace said improvements and the cost thereof shall be paid in accordance with the paragraph 3 above. Provided, however any improvements removed pursuant to this paragraph, may be reinstalled by Licensee without further approval.

- a. Licensee hereby waives any/or all claims against Licensor for any and all damage or injury done to the real property described in Exhibit A, rights-of-way, and/or the structures and/or any personal property located thereon caused as a result of the removal and/or replacement described in the immediately preceding paragraph and.
- b. Upon removal of said improvements and any repair or restoration of Licensor's property required by this Agreement and/or payment of costs of said repair, restoration and/or removal, all as provided for under this Agreement, and to the satisfaction of Licensor, Licensor shall provide Licensee with a recordable Certificate of Release.

5. Indemnification and Hold Harmless.

- a. Licensee shall assume all risks of damage to the improvements and any appurtenances thereto and to any other property of Licensee or any property under the control of Licensee while upon or near Licensor's right-of-way described at paragraph 1.

- b. Licensee further agrees to indemnify and hold harmless Licensor, its officers, employees, agents, successors, and assigns, from any and all claims, liabilities, damages, failure to comply with any current or prospective laws, attorney's fees, loss or damage to property whether owned by Licensor, Licensee and/or third parties to this Agreement, and/or injury to or death of any person arising out of the construction, maintenance, removal, replacement, rehabilitation, repair, or the location of the improvements or out of Licensee's activities on Licensor's right-of-way described hereinabove.

6. Insurance. Licensee, at its sole cost, shall maintain general liability and property damage insurance in the amount of \$1 million combined single limit for bodily injury and property damage, or such other amount as is determined sufficient by the Commissioners Court or Director of Sanitation, with insurers which are acceptable to Licensor, insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of Licensor's property pursuant to this Agreement.

All general liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions of this Agreement. Licensor shall be named as an Additional Insured, and the policy shall contain cross-liability and primary insurance endorsements.

Each policy, or a certificate of the policy, shall be deposited with Licensor at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. Licensee shall provide evidence of said insurance.

Licensee shall make arrangements with the insurers that the insurers shall provide Licensor with notice of cancellation or termination of the insurance at least thirty (30) days in advance of cancellation or termination. Licensee shall continuously maintain the insurance required by this Agreement until Licensor issues its Certificate of Release pursuant to Paragraph 4 hereof.

7. Term. This agreement and the rights granted hereunder may be terminated by Licensor upon giving written notice to Licensee at least ninety (90) days prior to the termination.

- a. Should Licensee, its successors and assigns, at any time abandon the use of the property described on Exhibit A or any part thereof, or fail at any time to use the same for the purpose for which development of said property was approved for a continuous period of ninety (90) days, the rights and obligations hereby created shall cease to the extent of the use so abandoned and/or discontinued, and Licensor shall have the right to declare this Agreement terminated to the extent of the use so abandoned or discontinued.
- b. Upon termination of the rights and privileges hereby granted, Licensee, at its own cost and expense, agrees to remove said improvements for which this license is granted and to return the right-of-way to the condition it was in prior to the execution of this

License. Should Licensee in such event fail, neglect, or refuse to remove said improvement or return the right-of-way to such condition, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense, including any attorney's fees, Licensee agrees to pay upon demand and, if not so paid, said expenses shall be paid in accordance with paragraph 3(b), above.

8. Notices. Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

To County: Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Declarant: Chisholm Hill LP  
206 E 9<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

9. Waiver. The waiver by Licensor of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

10. Authority of Parties. Each individual executing this agreement in behalf of a corporation or other private entity shall represent and warrant and that he/she is duly authorized to execute this agreement on behalf of the corporation and/or entity, in accordance with the duly adopted resolution of the Board of Directors of such corporation, and/or entity, a copy of said resolution shall be provided to Licensor, along with the executed original of this agreement.

11. Attorney's Fees. In the event that either party is required to bring an action to enforce or interpret terms and conditions of this agreement, the prevailing party shall be entitled to payment of its attorney's fees, as well as expert witness fees.

12. Assigns and Successors. This agreement shall inure to the benefit and be binding upon each party's assigns and successors, and it is the intent of the parties that this license and its terms and conditions shall run with the land and be binding upon all successors in interest to the real property described in Exhibit A attached hereto.

IN WITNESS THEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Hoppy Haden

\_\_\_\_\_  
Chisholm Hill LP, a Texas limited partnership

Caldwell County Judge

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Caldwell County Agenda Item**

**AGENDA DATE:** October 24, 2023

**Type of Agenda Item:** Discussion Only

**Subject:** To consider a development agreement between the County and TAC Forward LLC for Acorn Oaks, an approximately 93.459-acre subdivision located at 484 Acorn Road.

**Costs:** TBD

**Agenda Speakers:** Tyler Dorsey/Henry Juarez/Tracy Bratton

**Backup Materials:** Attached

**Total # of Pages:** 12

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between Caldwell County, a political subdivision of the state of Texas (“County”), and TAC Forward, LLC, a Texas Limited Liability Company (“Declarant”). The effective date of this Agreement shall be the date that it is executed by the Caldwell County Judge after execution by Declarant.

**WHEREAS**, Declarant owns approximately 93.459 acres of real property, which is more particularly described in **Exhibit A** attached hereto (the “Property”); and

**WHEREAS**, Declarant desires to subdivide and develop the Property as generally depicted on the Concept Plan attached as **Exhibit B** hereto (the “Project”); and

**WHEREAS**, the County and Declarant desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

**WHEREAS**, this Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the interest of both parties.

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant (the “Parties”) agree as follows:

### 1. General Terms and Conditions

- a. The “Project” is defined as the subdivision and development of the Property, together with all related construction, drainage, detention and other improvements to be constructed or implemented on the Property.
- b. Declarant desires to subdivide and develop the Property as depicted on the Concept Plan attached as **Exhibit B** hereto and incorporated by reference, to be known as Acorn Oaks, consisting of approximately 64 residential lots.
- c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

### 2. Declarant Obligations

- a. Prior to commencing development and construction of the Project, Declarant will record, in the Official Public Records of Caldwell County, Texas, restrictive covenants in substantially the form of **Exhibit C** attached hereto and incorporated by reference, governing development of the Project.
- b. Approximately 8.106 acres of open space shall be provided within the Project, as shown on the Concept Plan.
- c. Any and all open space, sidewalks, street lighting, storm sewers, and detention facilities constructed by Declarant within the Project shall be dedicated and maintained by a Property Owners Association established for the purpose of owning and managing said common areas and whose documents have been accepted and/or approved by the County.

d. The Parties shall execute a license agreement, in substantially the same the form provided on **Exhibit D** attached hereto, providing for maintenance of all non-standard improvements within the Project rights-of-way.

e. Developer shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such cost, up to a maximum of \$\_\_\_\_\_.

f. Declarant and County agree that subsequent development of the Project, if in phases, shall comply with all Caldwell County rules regulating subdivision of real property, development, and construction, subject to paragraph 3 below.

**3. County Obligations.** County agrees to permit development and construction of the Project in accordance with the proposed variances and on the terms contained within **Exhibit E** attached hereto. Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.

**4. Actions Performable.** The County and the Declarant agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

**5. Default.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

**6. Governing Law.** The County and Declarant agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

**7. Changes in writing.** Any changes or additions or alterations to this Agreement must be agreed to in writing with signatures of both Parties.

**8. Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**9. Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties.

**10. Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

**11. Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Judge  
110 S. Main St., Rm. 101  
Lockhart, TX 78644  
Email: \_\_\_\_\_

With copy to:  
Caldwell County Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644  
Email: \_\_\_\_\_

To Declarant: TAC Forward, LLC  
129 Valley Ridge Road  
Dripping Springs, TX 78620  
Attn: Ben Adams  
Email: ben.a@2x2capitalmanagement.com

**12. Force Majeure.** Declarant and the County agree that the obligations of each Party hereunder shall be subject to delay in performance due to force majeure events such as, but not limited to, natural calamity, fire, pandemic or strike.

**13. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.

**14. Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

**15. Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Caldwell County, Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**IN WITNESS THEREOF**, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

The State of Texas,  
County of Caldwell,

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

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

DECLARANT:

TAC FORWARD, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The State of Texas,  
County of \_\_\_\_\_

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

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

(Legal Description of the Property)

BEING A 93.459 ACRE LOT SITUATED IN THE NANCY REAVILLE SURVEY, ABSTRACT NO. 248, CALDWELL COUNTY TEXAS, BEING ALL OF THAT 93.457 ACRE LOT DESCRIBED IN SPECIAL WARRANTY DEED FROM EVERETT L. MARTIN AND LAURIE L. MARTIN., TO TAC FORWARD, LLC, FILED FOR RECORD IN DOCUMENT 2018-005137 OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY (O.P.R.C.C.), SAME BEING PART OF THAT 89.640 ACRE LOT DESCRIBED IN WARRANTY DEED TO EVERETT L. MARTIN AND LAURIE L. MARTIN FILED FOR RECORD IN VOLUME 79, AT PAGE 546, O.P.R.C.C., BEING ALSO ALL OF THAT 3.444 ACRE LOT DESCRIBED IN WARRANTY DEED TO EVERETT L. MARTIN AND LAURIE L. MARTIN, FILED FOR RECORD IN VOLUME 144, AT PAGE 212, O.P.R.C.C., MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT AN 8 INCH CEDAR FENCE POST FOUND IN THE SOUTHWEST LINE OF ACORN ROAD (COUNTY ROAD 126), FOR THE NORTH CORNER OF SAID 93.457 ACRE LOT, SAME BEING THE EAST CORNER OF THAT 83.267 ACRE LOT DESCRIBED IN GIFT WARRANTY DEED TO RONALD DEAN READING, AS FILED FOR RECORD IN VOLUME 384, AT PAGE 651, O.P.R.C.C., FROM WHICH AN 8 INCH CEDAR FENCE POST FOUND OR AN ANGLE CORNER ON THE NORTHEAST LINE OF SAID 83.267 ACRE LOT BEARS NORTH 41°32'28" WEST A DISTANCE OF 334.84 FEET;

THENCE SOUTH 41°56'42" EAST (SOUTH 39°32'55" EAST), ALONG THE MEANDERS OF AN EXISTING FENCE, THE NORTHEAST LINE OF SAID 93.457 ACRE LOT AND THE SOUTHWEST LINE OF SAID ACORN ROAD, A DISTANCE OF 1735.85 FEET (1736.27 FEET), MORE OR LESS, TO A P-K NAIL IN AN 8 INCH CEDAR FENCE POST FOUND FOR AN ELL CORNER AND FOR THE NORTH CORNER OF THAT 1.92 ACRE LOT DESCRIBED IN WARRANTY DEED TO MICHAEL STAREWICH, FILED FOR RECORD IN VOLUME 617, AT PAGE 123, O.P.R.C.C.;

THENCE ALONG THE INTERIOR EAST LINE OF SAID 93.457 ACRE LOT AND ALONG THE NORTHWEST, AND SOUTH LINE OF SAID 1.92 ACRE LOT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 46°25'44" WEST (SOUTH 48°31'45" WEST) A DISTANCE OF 316.41 FEET (316.21 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR AN ANGLE CORNER;
2. SOUTH 16°55'17" EAST (SOUTH 14°38'45" EAST) A DISTANCE OF 221.46 FEET (220.49 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR AN ANGLE CORNER;
3. NORTH 75°24'03" EAST (NORTH 77°46'14" EAST) A DISTANCE OF 178.44 FEET (178.81 FEET), MORE OR LESS, TO 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER, BEING IN THE SOUTHWEST LINE OF SAID 3.444 ACRE LOT;
4. NORTH 37°33'17" WEST (NORTH 35°12'21" WEST), ALONG SAID LINE, A DISTANCE OF 56.77 FEET (54.74 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR AN ANGLE CORNER;
5. NORTH 42°33'51" EAST (NORTH 42°07'41" EAST), ALONG THE NORTHWEST LINE OF SAID 3.444 ACRE LOT, A DISTANCE OF 213.90 FEET (213.52 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR AN ANGLE CORNER;
6. NORTH 48°28'23" WEST (NORTH 42°59'18" WEST), ALONG SAID LINE, A DISTANCE OF 9.55 FEET (9.50 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR AN ANGLE CORNER;

7. NORTH 42°07'09" EAST (NORTH 43°46'11" EAST), ALONG SAID LINE, A DISTANCE OF 35.20 FEET (35.21 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND IN THE SOUTHWEST LINE OF SAID ACORN ROAD AND FOR AN ANGLE CORNER;

THENCE SOUTH 41°36'50" EAST (SOUTH 39°17'55" EAST), CONTINUING ALONG THE NORTHEAST LINE OF SAID 3.444 ACRE LOT AND THE SOUTHWEST LINE OF SAID ACORN ROAD AS FENCED, A DISTANCE OF 583.00 FEET (583.87 FEET), MORE OR LESS, TO AN 8 INCH CEDAR FENCE POST FOUND FOR THE EAST CORNER OF SAID 3.444 ACRE LOT AND THE NORTH CORNER OF THAT 11.617 ACRE LOT DESCRIBED IN WARRANTY DEED TO VICKIE MASSINGILL, FILED FOR RECORD IN DOCUMENT NO 2015-003520, O.P.R.C.C.

THENCE SOUTH 50°03'03" WEST (SOUTH 52°27'44" WEST), ALONG THE SOUTHEAST LINE OF SAID 3.444 ACRE LOT AND THE NORTHWEST LINE OF SAID 11.617 ACRE LOT, A DISTANCE OF 292.72 FEET (293.48 FEET), MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 3.444 ACRE LOT AND AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID 93.457 ACRE LOT;

THENCE SOUTH 50°15'28" WEST (SOUTH 52°36'07" WEST), ALONG THE SOUTHEAST LINE OF SAID 93.457 ACRE LOT AND THE NORTHWEST LINE OF SAID 11.617 ACRE LOT, PASSING AT A DISTANCE OF 543.59 FEET, A 1/2 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 11.671 ACRE LOT, SAME BEING THE NORTH CORNER OF THAT 25.738 ACRE LOT DESCRIBED IN WARRANTY DEED TO TOMAS ANDRADE, FILED FOR RECORD IN DOCUMENT NO. 116201, O.P.R.C.C. AND CONTINUING ALONG THE NORTHWEST OF SAID 25.738 ACRE LOT A TOTAL DISTANCE OF 1400.21 FEET (1400.56 FEET), MORE OR LESS, TO 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 96.457 ACRE LOT, THE WEST CORNER OF SAID 23.738 ACRE LOT AND IN THE EAST LINE OF THAT 14.035 ACRE LOT DESCRIBED IN WARRANTY DEED TO GUADALUPE PEREZ-GARCIA AND ANGELA SUAREZ, FILED FOR RECORD IN DOCUMENT NO. 2015-005891, O.P.R.C.C.

THENCE ALONG THE SOUTHWEST LINE OF SAID 93.457 ACRE LOT AND THE NORTHEAST LINE OF SAID 14.035 ACRE LOT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 41°43'56" WEST (NORTH 38°54'11" WEST) A DISTANCE OF 435.84 FEET (435.33 FEET), MORE OR LESS, TO A 28" (MOSTLY DEAD) MESQUITE TREE;

2. NORTH 35°57'02" WEST (NORTH 34°00'57" WEST) A DISTANCE OF 386.24 FEET (385.17 FEET), MORE OR LESS TO 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 14.035 ACRE LOT, SAME BEING THE EAST CORNER OF THAT 21.03 ACRE LOT DESCRIBED IN WARRANTY DEED TO CHERYL D. MENDOZA AND VIDAL MENDOZA JR., FILED FOR RECORD IN DOCUMENT NO. 2019-001365, O.P.R.C.C., FROM WHICH A 19 INCH BLAZED PECAN BEARS SOUTH 31°33' EAST A DISTANCE OF 15.4 FEET, FROM WHICH A 6 INCH BLAZED CEDAR ELM BEARS NORTH 43°53' WEST A DISTANCE OF 11.4 FEET AND FROM WHICH AN 11 INCH BLAZED OAK BEARS SOUTH 56°20' WEST A DISTANCE OF 26.7 FEET;

THENCE NORTH 36°09'33" WEST (NORTH 33°52'43" WEST) A DISTANCE OF 636.81 FEET (637.34 FEET), MORE OR LESS, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED RPLS 3859 FOUND FOR THE NORTH CORNER OF SAID 21.03 ACRE LOT AND THE EAST CORNER OF THAT 122.018 ACRE LOT DESCRIBED IN GENERAL WARRANTY DEED TO THE BUGGEBOYZ, LLC, FILED FOR RECORD IN DOCUMENT NO. 116630, O.P.R.C.C.

THENCE CONTINUING ALONG THE SOUTHWEST LINE OF SAID 93.457 ACRE LOT AND THE NORTHEAST LINE OF SAID 122.018 ACRE LOT THE FOLLOWING NINE (9) COURSE AND DISTANCES:

1. NORTH 35°28'16" WEST (NORTH 32°50'01" WEST), ALONG A FENCE, A DISTANCE OF 191.05 FEET (191.19 FEET) TO AN ANGLE CORNER IN AN EXISTING FENCE;

2. NORTH 57°06'39" WEST (NORTH 54°28'24" WEST) A DISTANCE OF 215.90 FEET (216.06 FEET) TO AN ANGLE CORNER;
3. NORTH 76°53'15" WEST (NORTH 74°15'00" WEST) A DISTANCE OF 48.29 FEET (48.33 FEET) TO AN ANGLE CORNER;
4. NORTH 53°25'16" WEST (NORTH 50°47'01" WEST) A DISTANCE OF 34.05 FEET (34.07 FEET) TO AN ANGLE CORNER;
5. NORTH 72°33'30" WEST (NORTH 69°55'15" WEST) A DISTANCE OF 107.85 FEET (107.93 FEET) TO AN ANGLE CORNER;
6. NORTH 42°29'29" WEST (NORTH 39°51'14" WEST) A DISTANCE OF 72.16 FEET (72.21 FEET) TO AN ANGLE CORNER;
7. NORTH 84°52'45" WEST (NORTH 82°14'30" WEST) A DISTANCE OF 107.15 FEET (107.23 FEET) TO AN ANGLE CORNER;
8. SOUTH 74°15'56" WEST (NORTH 76°54'11" WEST) A DISTANCE OF 194.86 FEET (195.00 FEET) TO AN ANGLE CORNER;
9. NORTH 88°20'44" WEST (NORTH 85°42'29" WEST) A DISTANCE OF 217.64 FEET (217.80 FEET), MORE OR LESS, TO THE WEST CORNER OF SAID 93.457 ACRE LOT SAME BEING THE SOUTHEAST LINE OF SAID 83.267 ACRE LOT;

THENCE NORTH 46°39'02" EAST (NORTH 49°02'00" EAST), ALONG THE NORTHWEST LINE OF SAID 93.457 ACRE LOT AND THE SOUTHEAST LINE OF SAID 83.267 ACRE LOT, PASSING AT A DISTANCE OF 18.05 FEET AN 8 INCH CEDAR FENCE POST AND CONTINUING FOR A TOTAL DISTANCE OF 2120.26 FEET (2116.58 FEET) TO THE **POINT OF BEGINNING**. CONTAINING 93.459 ACRES (4071077 SQUARE FEET) OF LAND, MORE OR LESS.

# EXHIBIT B (Concept Plan)



**Southwest Engineers**  
 2700 N. 1st Ave.  
 Phoenix, AZ 85018  
 www.southwesteng.com

**REVISIONS**  
 1. Initial Design  
 2. Final Design

**CENTRAL IDEAS**  
 1000 N. 1st Ave.  
 Phoenix, AZ 85018  
 www.centralideas.com

EXHIBIT C  
(Restrictive Covenants)

EXHIBIT D

(License Agreement)



EXHIBIT E

(Approved Variances and Development Terms)